

1 redemption, if applicable), all of the interest which the Defendants JAMES R. JENNINGS, STATE
2 OF OREGON, AND UNITED STATES OF AMERICA, ("Defendants") had on November 27,
3 1996, the date of the foreclosed Deed of Trust which was recorded on November 27, 1996, as
4 Instrument No. 96180236 in the official records of the Multnomah County Recorder's Office, and/or
5 all of the interest which Defendants had thereafter, in the real property described in the Judgment to
6 satisfy the Judgment as follows:

7
8 **Lender's Principal Judgment:**

| | |
|--|----------------------------|
| 9 Unpaid Principal Balance: | \$126,695.98 |
| 10 Pre-Judgment Interest from January 1, | |
| 11 2012 to July 14, 2017, the date set forth | |
| 12 in the Judgment at 14.25%, per annum, | |
| 13 (\$49.32 per diem): | \$99,940.69 |
| 14 Lender's Fees and Costs: | \$32,863.28 |
| 15 Attorney's Fees and Costs: | \$3,012.45 |
| 16 | |
| 17 <i>Total Judgment Entered:</i> | <i>\$262,512.40</i> |

18
19 **Additional Pre-Judgment Interest:**

| | |
|---|-------------|
| 20 Accrued Interest from July 15, 2017, the | |
| 21 day after the date set forth in the | |
| 22 Judgment through October 16, 2018, the | |
| 23 date of entry of the Judgment, at | |
| 24 14.25%, per annum (\$49.32 per diem): | \$22,588.56 |

25 ***Total Judgment Entered Including***

26 ***Additional Pre-Judgment***

| | |
|----------------------------|----------------------------|
| 27 <i>Interest:</i> | <i>\$285,100.96</i> |
|----------------------------|----------------------------|

1 **Post-Judgment Interest**

2 Accrued Post-Judgment Interest from
3 October 17, 2018, the date after
4 entry of the Judgment, through
5 November 13, 2018 the date the Writ
6 was requested at the legal rate of
7 interest at 9%, per annum (\$70.75 per
8 diem):

\$3,584.79

9
10 ***Total Amount Owing on the Judgment as of the Date \$288,685.75***
11 ***the Writ Was Requested:***

12 3.

13 Additionally, Plaintiff is entitled to the continued accrual of post-judgment interest at the
14 legal rate of interest of 9% per annum, \$70.75 per diem, from December 7, 2018, to the date the real
15 property subject to the Judgment is sold by the County Sheriff at its foreclosure auction, plus costs of
16 this Writ, Sherriff's fees and sale costs, and all other recovered costs pursuant to law.

17 4.

18 The real property subject to this writ of execution is commonly known as 215 SW Towle
19 Avenue, Gresham, OR 97080 ("Property") and described in Exhibit "1" attached hereto.

20 5.

21 The Judgment Creditor's name and address is:

22 U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust

23 c/o Caliber Home Loans

24 13801 Wireless Way

25 Oklahoma City, Oklahoma 73134-2500
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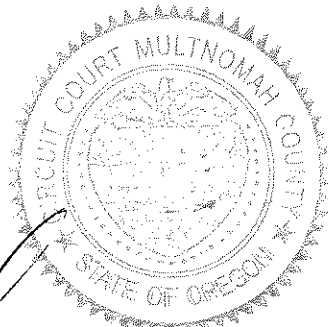
The Judgment Creditor's name and address for the purpose of this Writ is:

U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust
c/o Malcolm & Cisneros, ALC (Attention: Nathan F. Smith)
2112 Business Center Drive
Irvine, CA 92612
949-252-9400

THEREFORE, in the name of the State of Oregon, you are hereby commanded to seize and sell the Property, in the manner prescribed by law; or so much thereof as may be necessary to satisfy the Judgment, interest, fees, and costs.

MAKE RETURN HEREOF within 60 days after you receive this Writ.

11/3/19



[Handwritten signature]

Submitted by:

[Handwritten signature]

Dated: December 7, 2018

Nathan F. Smith, OSB #120112
Attorney for Plaintiff
MALCOLM ♦ CISNEROS, A Law Corporation
2112 Business Center Drive, Second Floor
Irvine, California 92612
Phone: (949) 252-9400
Fax: (949) 252-1032
Email: nathan@mclaw.org

EXHIBIT 1

Order No. [REDACTED]

EXHIBIT "A"

A tract of land in Section 9, Township 1 South, Range 3 East, of the Willamette Meridian, in the City of Gresham, County of Multnomah and State of Oregon, described as follows:

Beginning at the intersection of the center line of W. Powell Boulevard and SW Cathey Road, as said roads are now established and located; thence South along the center line of said SW Cathey Road 556.57 feet; thence South 89°38' West parallel with the South line of W. Powell Boulevard, 20 feet to an iron pipe in the West line of SW Cathey Road, and true place of beginning of the tract to be described; thence South 89°38' West parallel with the South line of W. Powell Boulevard 140 feet to an iron pipe; thence South parallel with the West line of SW Cathey Road 110 feet to an iron pipe; thence North 89°38' East parallel with the South line of W. Powell Boulevard 140 feet to an iron pipe in the West line of SW Cathey Road; thence North along said West road line 110 feet to the true place of beginning.

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**IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH**

U.S. BANK TRUST, N.A., AS TRUSTEE
FOR LSF8 MASTER PARTICIPATION
TRUST,

Plaintiff,

vs.

JAMES R. JENNINGS, an individual;
GREEN & MARKLEY, P.C., a professional
corporation; STATE OF OREGON, a
government entity; UNITED STATES OF
AMERICA, a government entity; and all other
persons, parties, or occupants unknown
claiming any legal or equitable right, title,
estate, lien, or interest in the real property
described in the complaint herein, adverse to
Plaintiff's title, or any cloud on Plaintiff's title
to the Property.

Defendants.

CASE NUMBER: 17CV28262

**GENERAL JUDGMENT OF
FORECLOSURE AGAINST DEFENDANTS
JAMES R. JENNINGS, STATE OF
OREGON, AND UNITED STATES OF
AMERICA**

**SPECIALLY ASSIGNED TO JUDGE
LITZENBERGER**

1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record herein that Plaintiff, U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust ("Plaintiff"), filed its Complaint for Foreclosure of Deed of Trust; that Defendants JAMES R. JENNINGS, STATE OF OREGON, AND UNITED STATES OF AMERICA ("Defendants") were duly served with the Summons and Complaint as required by law; that Defendants failed to appear, that orders of default have been entered against them on Plaintiff's Complaint and defendant Greene & Markley, P.C.'s cross-claim, and that Plaintiff is entitled to entry of a General Judgment

1 foreclosing Plaintiff's deed of trust against the property commonly known as 215 SW Towle
2 Avenue, Gresham, OR 97080 ("Property") and extinguishing any and all interest of the Defendants
3 in the Property.

4 2.

5 The Court being fully advised; it is hereby
6 ORDERED AND ADJUDGED that:

7 3.

8 Plaintiff is the holder of that certain adjustable rate note ("Note"), dated November 27, 1996,
9 in the amount of \$125,450.00, and executed by JAMES R. JENNINGS.

10 4.

11 The Note is secured by that certain deed of trust ("Deed of Trust") dated November 27, 1996
12 and executed by JAMES R. JENNINGS. The Deed of Trust was recorded on November 27, 1996
13 under the recording number 96180236 of the Official Records of Multnomah County, Oregon,
14 against the Property, which is legally described as: See Exhibit "1" attached hereto. ("Property") and
15 constitutes a valid lien against the Property.

16 5.

17 The terms of the Note and Deed of Trust are in breach, therefore, Plaintiff has now declared
18 all sums due and owing under the Note and Deed of Trust as immediately due and payable.

19 6.

20 The Deed of Trust is a valid first priority lien encumbering the Property, is superior to any
21 interest, lien, or claim of the Defendants and any other party in the Property, which are hereby
22 foreclosed and terminated, excepting only any statutory right of redemption to which the Defendants
23 may be entitled under Oregon law.

24 7.

25 A judgment of foreclosure in the amount of \$259,499.95 shall be granted in favor of Plaintiff,
26 and its successors and/or assigns, as further described below in the Declaration of Amount Owed –
27 Not a Money Award ("Amount Owed").

28 8.

1 The Property is hereby ordered to be sold by law and the proceeds of sale applied toward the
2 satisfaction of Plaintiff's Amount Owed herein; and the surplus, if any, to the Clerk of the Court to
3 be disbursed as provided in paragraph 18(e) below.

4 9.

5 Plaintiff is entitled to recover its reasonable attorney's fees and all reasonable and necessary
6 costs and expenses incurred to enforcing the Note and Deed of Trust.

7 10.

8 Any increased interest or any such additional amounts as Plaintiff may advance for taxes,
9 assessments, municipal charges, and such other items as may constitute liens on the Property,
10 together with insurance and repairs necessary to prevent the impairment of the Property, together
11 with interest thereon from the date of payment may also be added to the Amount Owed and paid
12 from the proceeds from the sale of the Property.

13 11.

14 Defendants and all parties claiming an interest in the Property as purchasers, encumbrancers,
15 or otherwise, are forever barred and foreclosed of all interests, liens, or claims in the Property and
16 every portion thereof, excepting only any statutory right of redemption provided by the laws of the
17 State of Oregon.

18 12.

19 Defendant JAMES R. JENNINGS is not entitled to a homestead exemption in the Property.

20 13.

21 Plaintiff may become purchaser at the Sheriff's Sale of the Property and may bid up to the
22 aggregate amount of its Amount Owed, plus any additional interest and reasonable costs until sale.

23 14.

24 The purchaser of the Property at the Sheriff's Sale is entitled to exclusive and immediate
25 possession of the Property from and after the date of the sale, and is entitled to such remedies as are
26 available at law to secure possession of the Property, and may apply to the Clerk of the Court for a
27 writ of assistance, if Defendants, any of them, or any other party or person shall refuse to surrender
28 possession of the Property to the purchaser immediately on the purchaser's demand for possession.

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15.

This Court shall retain jurisdiction to enforce all provisions of this General Judgment and to enter such additional order, judgment, or decree necessary for the purchaser at the foreclosure sale to obtain possession of the Property.

16.

Under the Note, there is now due and owing to Plaintiff, the following amounts, to be hereinafter described as the Amount Owed.

17.

This suit does not constitute an attempt to collect the debt against Defendant JAMES R. JENNINGS. Rather, it is a suit to execute upon the Property as security for the Amount Owed.

18.

Plaintiff and defendant Greene & Markley, P.C. ("G&M") have agreed and stipulated to the inclusion of the following provisions which are memorialized and adjudicated in this General Judgment of Foreclosure in compliance with ORS 88.050:

- (a) The interest of plaintiff in the Property is superior to the interest, lien or claim of G&M;
- (b) G&M has a valid and subsisting lien against the Property, subordinate to Plaintiff's Deed of Trust, by virtue of that certain line of credit trust deed recorded February 22, 2008, as No. 2008-027078, Official Records, Multnomah County, Oregon, securing the sum of \$25,000, plus interest thereon at the rate of 12% per annum from April 29, 2011, until paid (the "G&M Trust Deed");
- (c) This General Judgment of Foreclosure does not foreclose the G&M Trust Deed against the Property, but that all right, title, claim, lien or interest of G&M in and to the Property under the G&M Trust Deed is foreclosed with respect to Plaintiff's prior deed of trust, excepting G&M's statutory right of redemption and excepting with respect to G&M's right to any surplus proceeds from the sheriff's sale of the Property in excess of the amount required to pay sales costs, sheriff's fees, and the amount due Plaintiff under this General Judgment of Foreclosure;

- 1 (d) That no money award be entered against G&M herein; and
2 (e) That any sale proceeds from the sheriff's sale of the Property in excess of the
3 amount required to pay costs and fees shall be paid to the Clerk of the Court to be
4 distributed first to satisfy the indebtedness owing to Plaintiff under this General
5 Judgment of Foreclosure, and then to G&M to satisfy the obligation secured by the
6 G&M Trust Deed, and then, should any surplus sale proceeds remain, to such parties
7 as may establish their right thereto.

8 **DECLARATION OF DEBT SECURED BY DEED OF TRUST**

9 (Pursuant to Senate Bill 368)

10 19.

11 Under the terms of the Deed of Trust and the Note dated November 27, 1996, in the original
12 principal amount of \$125,450.00, there is now due and owing the following amounts, to be
13 hereinafter described as the Amount Due:

14 **DECLARATION OF AMOUNT OWED – NOT A MONEY AWARD**

15
16 **1. Judgment Creditor:**

17 Address:

U.S. Bank Trust, N.A., as Trustee for LSF8
Master Participation Trust
c/o MALCOLM ♦ CISNEROS,
A Law Corporation
2112 Business Center Drive, 2nd Floor
Irvine, California 92612

18
19
20 **Judgment Attorney:**

21 Address:

Nathan F. Smith
MALCOLM ♦ CISNEROS, A Law Corporation
2112 Business Center Drive, 2nd Floor
Irvine, California 92612
(949) 252-9400

22
23 Telephone Number:

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25 **2. Persons or Public Bodies Entitled to**

26 **a Portion the Judgment:**

N/A

27
28 **3. Judgment Amount:**

\$259,499.95

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IT IS SO STIPULATED:

s/ Steve Bonfiglio

Steve Bonfiglio, OSB #051220
Attorney for Plaintiff
MALCOLM ♦ CISNEROS, A Law Corporation
2112 Business Center Drive, Second Floor
Irvine, California 92612
Phone: (949) 252-9400
Fax: (949) 252-1032
Email: sbonfiglio@mclaw.org

s/ Gary L. Blacklidge

Gary L. Blacklidge, OSB #902089
Greene & Markley, P.C.
1515 SW 5th Avenue, Suite 600
Portland, Oregon 97201
Phone: (503) 228-7967
Fax: (503) 222-7261
Email: gblacklidge@williamskastner.com

CERTIFICATE OF READINESS

This proposed Order or Judgment is ready for judicial signature because:

- Service is not required pursuant to subsection (3) of UTCR 5.100, or by statute, rule or otherwise.
- The relief sought is against an opposing party who has been found in default.
- An order of default is being requested with this proposed judgment.
- Each opposing party affected by this order or judgment has stipulated to the order or judgment, as shown by each opposing party's signature on the document being submitted.
- Each opposing party affected by this order or judgment has approved the order or judgment, as shown by signature on the document being submitted or by written confirmation of approval sent to me.
- I have served a copy of this order or judgment on all parties entitled to service and:
 - No objection has been served on me.
 - I received objections that I could not resolve with the opposing party despite reasonable efforts to do so. I have filed a copy of the objections I received and indicated which objections remain unresolved.
 - After conferring about objections, [role and name of opposing party] agreed to independently file any remaining objection.
- This is a proposed judgment that includes an award of punitive damages.

DATED: August 21st, 2018

By: s/ May Flores

Paralegal
MALCOLM ♦ CISNEROS, A Law Corporation
2112 Business Center Drive, Second Floor
Irvine, California 92612
(949) 252-9400 (TELEPHONE)
(949) 252-1032 (FAX)
Email: mflores@mclaw.org

EXHIBIT 1

Order No. [REDACTED]

EXHIBIT "A"

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