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LINCOLN COUNTY SHERIFF'S OFFICE  
NEWPORT, OR

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

NATIONSTAR MORTGAGE LLC D/B/A  
CHAMPION MORTGAGE COMPANY,

Plaintiff,

vs.

RONALD L. SPERRY, personal  
representative; SECRETARY OF HOUSING  
AND URBAN DEVELOPMENT, a  
government agency.

Defendants.

**CASE NUMBER: 16CV32767**

**WRIT OF EXECUTION IN FORECLOSURE**

**TO: THE SHERIFF OF LINCOLN COUNTY, OREGON:**

1.

WHEREAS, on December 11, 2018, in the above-entitled Court, a General Judgment of  
Foreclosure ("Judgment") was entered and docketed in the above-entitled and numbered proceeding

2.

NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON, you are hereby commanded to sell, in the manner prescribed by law for the sale of real property upon (subject to redemption, if applicable), all of the interest which the Defendants Ronald L. Sperry, Personal Representative for the Estate of E. Marie Meyers and Secretary of Housing and Urban Development ("Defendants") had on March 18, 2008, the date of the foreclosed Deed of Trust which was recorded on March 24, 2008, as Instrument No. 200803637 in the official records of the Lincoln County Recorder's Office, and/or all of the interest which Defendants had thereafter, in the real property described in the Judgment to satisfy the Judgment as follows:

**Lender's Principal Judgment:**

Unpaid Principal Balance:	\$149,223.67
Pre-Judgment Interest from October 1, 2018 to October 31, 2018, the date set forth in the Judgment at 4.09%, per annum, (\$16.72 per diem):	\$30,226.39
Lender's Fees and Costs:	\$21,127.09
Attorney's Fees and Costs:	\$11,882.30
<b>Total Judgment Entered:</b>	<b>\$212,459.45</b>

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1 **Additional Pre-Judgment Interest:**

2 Accrued Interest from November 1,  
3 2018, the day after the date set forth in  
4 the Judgment through December 11,  
5 2018, the date of entry of the Judgment,  
6 at 4.09%, per annum (\$16.72 per diem): \$668.80

7  
8 ***Total Judgment Entered Including***

9 ***Additional Pre-Judgment***

10 ***Interest:*** \$213,128.25

11 3.

12 Additionally, Plaintiff is entitled to the accrual of post-judgment interest on \$213,128.25 at  
13 the legal rate of interest of 9% per annum, \$52.55 per diem, from December 12, 2018 to the date the  
14 real property subject to the Judgment is sold by the County Sheriff at its foreclosure auction, plus  
15 costs of this Writ, Sherriff's fees and sale costs, and all other recovered costs pursuant to law.

16 4.

17 The real property subject to this writ of execution is commonly known as 515 SE KEEL  
18 AVE., LINCOLN CITY, OR 97367 ("Property") and described in Exhibit "1" attached hereto.

19 5.

20 The Judgment Creditor's name and address is:

21 Nationstar Mortgage LLC d/b/a Champion Mortgage Company

22 4000 Horizon Way

23 Irving, Texas 75063

24

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The Judgment Creditor's name and address for the purpose of this Writ is:

Nationstar Mortgage LLC d/b/a Champion Mortgage Company  
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.

Signed: 1/2/2019 09:29 AM



*St. Jull.*

Circuit Court Clerk Steven Zalewski

Submitted by:

*[Handwritten signature]*

Dated:

*12/27/18*

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

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# **EXHIBIT "1"**

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That part of the Northeast quarter of the Southeast quarter of Section 15, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, described as follows:

Beginning at a point that is 100 feet East of the East line of Fernwood Way in the Plat of LAKEWOOD, which point is on the Easterly prolongation of the South line of Lot 13, Block 1, LAKEWOOD; thence North, parallel with the East line of Fernwood Way, 100 feet; thence East along the Easterly prolongation of the North line of Lot 12, Block 1, LAKEWOOD, a distance of 100 feet; thence South, parallel with the East right-of-way line of Fernwood Way 100 feet; thence West along the Easterly prolongation of the South line of said Lot 13, a distance of 100 feet to the point of beginning.

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

NATIONSTAR MORTGAGE LLC D/B/A  
CHAMPION MORTGAGE COMPANY,

Plaintiff,

vs.

RONALD L. SPERRY, personal  
representative; SECRETARY OF HOUSING  
AND URBAN DEVELOPMENT, a  
government agency.

Defendants.

**CASE NUMBER: 16CV32767**

**GENERAL JUDGMENT OF  
FORECLOSURE AGAINST:**

- (1) RONALD L. SPERRY, PERSONAL REPRESENTATIVE FOR THE ESTATE OF E. MARIE MEYERS**
- (2) SECRETARY OF HOUSING AND URBAN DEVELOPMENT**

1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record herein that Plaintiff, Nationstar Mortgage LLC d/b/a Champion Mortgage Company ("Plaintiff"), filed its Complaint for Foreclosure of Deed of Trust; that Defendants Ronald L. Sperry, Personal Representative for the Estate of E. Marie Meyers and Secretary of Housing and Urban Development ("Defendants") were duly served with the Summons and Complaint as required by law; that Defendants failed to appear, that an order of default has been entered against them on Plaintiff's Complaint, and that Plaintiff is entitled to entry of a General Judgment foreclosing Plaintiff's deed of trust against the property commonly known as 515 SE KEEL AVE., LINCOLN CITY, OR 97367 ("Property") and extinguishing any and all interest of the Defendants in the Property.

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2.

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

3.

Plaintiff is the holder of that certain Adjustable-Rate Note Home Equity Conversion (“Note”), dated March 18, 2008, in the amount of \$277,500.00, and executed by Richard L. Meyers and Ethel Marie Meyers aka E. Marie Meyers (“Decedents Meyers”).

4.

The Note is secured by that certain deed of trust (“Deed of Trust”) dated March 18, 2008 and executed by Decedents Meyers. The Deed of Trust was recorded on March 24, 2008 under the recording number 200803637 of the Official Records of Lincoln County, Oregon, against the Property, which is legally described in Exhibit "1" attached hereto (“Property”) and constitutes a valid lien against the Property.

5.

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

6.

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

7.

A judgment of foreclosure in the amount of \$212,459.45 shall be granted in favor of Plaintiff, and its successors and/or assigns, as further described below in the Declaration of Amount Owed – Not a Money Award (“Amount Owed”).

8.

The Property is hereby ordered to be sold by law and the proceeds of sale applied toward the satisfaction of Plaintiff's Amount Owed herein; and the surplus, if any to the Clerk of the Court to be



1 disbursed to such party or parties as may establish their right thereto.

2 9.

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

5 10.

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

11 11.

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

16 12.

17 Decedents Meyers are not entitled to a homestead exemption in the Property.

18 13.

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

21 14.

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

27 15.

28 This Court shall retain jurisdiction to enforce all provisions of this General Judgment and to

1 enter such additional order, judgment, or decree necessary for the purchaser at the foreclosure sale to  
2 obtain possession of the Property.

3 16.

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

6 17.

7 This suit does not constitute an attempt to collect the debt against Defendants Ronald L.  
8 Sperry, Personal Representative for the Estate of E. Marie Meyers and Secretary of Housing and  
9 Urban Development. Rather, it is a suit to execute upon the Property as security for the Amount  
10 Owed.

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

12 **(Pursuant to Senate Bill 368)**

13 18.

14 Under the terms of the Deed of Trust and the Note dated March 18, 2008, in the original  
15 principal amount of \$277,500.00, there is now due and owing the following amounts, to be  
16 hereinafter described as the Amount Due:

17  
18 **DECLARATION OF AMOUNT OWED – NOT A MONEY AWARD**

- |    |  |   |
|----|--|---|
| 19 | <b>1. Judgment Creditor:</b>                   | Nationstar Mortgage LLC d/b/a Champion            |
| 20 | Address:                                       | Mortgage Company                                  |
| 21 |  | c/o MALCOLM ♦ CISNEROS,                           |
| 22 |  | A Law Corporation                                 |
| 23 |  | 2112 Business Center Drive, 2 <sup>nd</sup> Floor |
| 24 |  | Irvine, California 92612                          |
| 25 | <b>Judgment Attorney:</b>                      | Nathan F. Smith                                   |
| 26 | Address:                                       | MALCOLM ♦ CISNEROS, A Law Corporation             |
| 27 |  | 2112 Business Center Drive, 2 <sup>nd</sup> Floor |
| 28 |  | Irvine, California 92612                          |
|    | Telephone Number:                              | (949) 252-9400                                    |
|    | <b>2. Persons or Public Bodies Entitled to</b> |   |
|    | <b>a Portion the Judgment:</b>                 | N/A   |
|    | <b>3. Judgment Amount:</b>                     | \$200,577.15                                      |

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**4. Pre-Judgment Interest:**

Simple interest to accrue on \$149,223.67 from November 1, 2018 to the date the Judgment is entered into the Court's register at the rate of 4.09% per annum, \$16.72 per diem..

**5. Post-Judgment Interest:**

Simple interest to accrue on \$212,459.45 plus Pre-Judgment Interest from the day after the General Judgment is entered to the date upon which the Writ of Execution in Foreclosure is levied at the legal rate of interest or 9% per annum, whichever is greater.

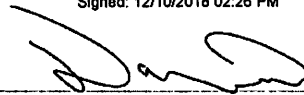
**6. Periodic accrual:**

N/A

**7. Attorney's Fees and Costs:**

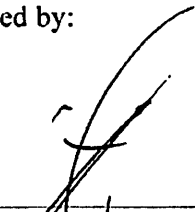
An award of \$11,882.30 in attorney's fees and costs is made.

Signed: 12/10/2018 02:26 PM



Circuit Court Judge David V. Cramer

Submitted by:



Dated: \_\_\_\_\_

12/7/18

\_\_\_\_\_  
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”**

That part of the Northeast quarter of the Southeast quarter of Section 15, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, described as follows:

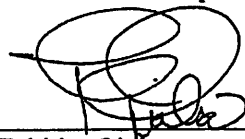
Beginning at a point that is 100 feet East of the East line of Fernwood Way in the Plat of LAKEWOOD, which point is on the Easterly prolongation of the South line of Lot 13, Block 1, LAKEWOOD; thence North, parallel with the East line of Fernwood Way, 100 feet; thence East along the Easterly prolongation of the North line of Lot 12, Block 1, LAKEWOOD, a distance of 100 feet; thence South, parallel with the East right-of-way line of Fernwood Way 100 feet; thence West along the Easterly prolongation of the South line of said Lot 13, a distance of 100 feet to the point of beginning.

**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: 12/7, 2018

By:   
\_\_\_\_\_  
Tabitha Ojala  
Legal Assistant  
MALCOLM ♦ CISNEROS, A Law Corporation  
2112 Business Center Drive, Second Floor  
Irvine, California 92612  
(949) 252-9400 (TELEPHONE)  
(949) 252-1032 (FAX)