

RCUM 22 FEB 19 AM 9:33 PM 190333

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF POLK

VRMTG ASSET TRUST,,

Plaintiff,

v.

GUADENCIO RENDON, AN INDIVIDUAL;
ROSALINDA RENDON, AN INDIVIDUAL;
NORTHGATE HOMEOWNERS
ASSOCIATION 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,

Defendant.

Case No. 18CV05625

WRIT OF EXECUTION

TO THE POLK COUNTY SHERIFF:

On January 15, 2019, a General Judgment of Foreclosure and Declaration of Amount Due by Default was entered by the POLK County Circuit Court, foreclosing Plaintiff's Deed of Trust and directing that the property subject to the Deed of Trust be sold to satisfy the unpaid debt due to Plaintiff.

The mailing address for the judgment creditor is: VRMTG ASSET TRUST, c/o Aldridge Pite, LLP, 111 SW Columbia St., Ste. 950, Portland, OR 97201.

The real property to be sold at public auction is commonly known as 741 HYACINTH STREET, INDEPENDENCE, OREGON 97351 ("Subject Property"), and legally described as:

1 LOT NUMBERED FIFTY-FOUR (54), NORTHGATE PHASE I, IN THE CITY OF
2 INDEPENDENCE, POLK COUNTY OREGON.

3 The total amount due and owing on the Judgment as of January 28, 2019;

4 Judgment:	Principal	\$204,117.13
5 Pre-Judgment:	Interest(3.25%,\$14.48/day)	\$796.40 (11/22/18 through 1/15/19)
6	Attorney Fees	\$2,570.00
7	Costs	\$68.68
8	Prevailing Party Fee	\$325.00
9 Post-Judgment:	Interest(9.000%,\$51.33/day)	\$667.32 (1/16/19 through 1/28/19)
10	Attorney Fees	\$305.00
11	Costs	\$0.00

12 **TOTAL: \$208,849.53**

13 In the name of the State of Oregon, you are hereby directed to proceed to notice for sale
14 and sell the Subject Property. After the sale, you are directed to issue a certificate of sale to the
15 purchaser and file a return on the writ of execution, depositing the sale proceeds with the Court.
16 Further, you are directed to execute, after the time for redemption has elapsed, a deed to the
17 holder of the certificate of sale.

18 //
19 //
20 //
21 //
22 //
23 //
24 //
25 //
26 //

1 By the signature of the attorney for the judgment creditor, the person that requested
2 issuance of the Writ hereby authorizes the sheriff to continue execution under the Writ and delay
3 making a return on the writ to a date up to 150 days after receipt.
4



Signed: 1/29/2019 02:24 PM

Debra M. Dupras

JSSII Debra M. Dupras

9 Presented by:

10 ALDRIDGE PITE, LLP

11 *Katie Riggs*

12 By: _____

13 Katie Riggs, OSB #095861
14 *of Attorneys for Judgment Creditor*
15 (858) 750-7600
16 (503) 222-2260 (facsimile)
17 orecourtnotices@aldridgepite.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

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

VRMTG ASSET TRUST,

Plaintiff,

v.

GUADENCIO RENDON, AN INDIVIDUAL;
ROSALINDA RENDON, AN INDIVIDUAL;
NORTHGATE HOMEOWNERS
ASSOCIATION 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 No. 18CV05625

**GENERAL JUDGMENT OF
FORECLOSURE AND DECLARATION
OF AMOUNT DUE BY DEFAULT**

ORCP Rule 69

PURSUANT TO SB368, THIS IS A
JUDGMENT OF FORECLOSURE AND
DOES NOT CONSTITUTE A MONEY
AWARD AGAINST ANY DEFENDANT

Based upon the Court's Order of Default against defendants GUADENCIO RENDON,
AN INDIVIDUAL; ROSALINDA RENDON, AN INDIVIDUAL; NORTHGATE
HOMEOWNERS ASSOCIATION 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, the records on file herein, and pursuant to the
Motion for General Judgment and Declaration of Amount Due by Default by Plaintiff VRMTG
ASSET TRUST, ("Plaintiff"),

1 6. Plaintiff is owed the prevailing party fee of \$300.00, this amount to be satisfied by
2 sale of the Subject Property as directed under this Judgment.

3 7. The Sheriff shall make a return on the writ of execution to the court administrator
4 along with the proceeds of the sale, if any. The proceeds of the sale, if any, shall be applied first
5 toward the costs of the sale; then toward the satisfaction of Plaintiff's Judgment of Foreclosure
6 awarded herein; and the surplus, if any, to the clerk of the court to be distributed to such party or
7 parties as may establish their right thereto. The Defendants and all persons claiming through or
8 under Defendants, whether lien claimants, judgment creditors, claimants arising under junior
9 mortgages or deeds of trust, purchasers, encumbrances or otherwise, shall be barred and
10 foreclosed from all rights, claims, interest or equity of redemption in the Subject Property and
11 every part of the Subject Property when the time for redemption has elapsed;

12 8. Plaintiff or any other party to this action may become a purchaser at the
13 foreclosure sale, and such purchaser shall be immediately let into possession of the subject
14 property, until redemption of the property, if any. The purchaser at the foreclosure sale or any
15 successor in interest may apply to this Court for a writ of assistance to gain possession of the
16 subject property if Defendants or any other party or person refuses to surrender possession;

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

efforts to do so. I have filed a copy of the objections I received and indicated which objections remain unresolved.

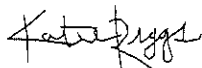
c. After conferring about objections, [**role and name of objecting party**] agreed to independently file any remaining objection.

4. Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise.

5. This is a proposed judgment that includes an award of punitive damages and notice has been served on the Director of the Crime Victims' Assistance Section as required by subsection (5) of this rule.

6. Other: _____

Presented By:
ALDRIDGE PITE, LLP



Date: 12/21/2018

Katie Riggs (OSB # 095861)
(858) 750-7600
(619) 326-2430
kriggs@aldridgepite.com

111 SW Columbia Street, Suite 950
Portland, OR 97201

Of Attorneys for Plaintiff
VRMTG ASSET TRUST,

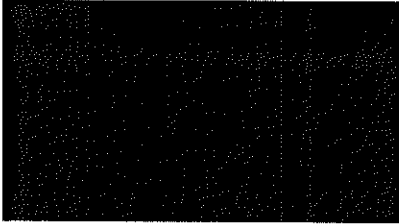


EXHIBIT "A"

LOT NUMBERED FIFTY-FOUR (54), NORTHGATE PHASE I, IN THE CITY OF INDEPENDENCE, POLK COUNTY, OREGON.

NATIONAL TITLE INSURANCE

of New York, Inc.

GUARANTEE

GUARANTEE NO.: 160291594

GUARANTEE FOR JUDICIAL FORECLOSURE, TRUSTEE'S SALE, STATUTORY LAND SALE CONTRACT FORFEITURE, OR LITIGATION

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, NATIONAL TITLE INSURANCE OF NEW YORK, INC., hereinafter called the Company, for the fee paid for this Guarantee, the amount and effective date of which are shown herein, hereby guarantees the parties herein called the Assured, against actual loss not exceeding the liability amount stated herein which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the effective date stated herein,

1. The title to the estate or interest described on Exhibit 1 was vested in the vestee named on Exhibit 1, subject to the matters shown as Exceptions on Exhibit 1, which Exceptions are not necessarily shown in the order of their priority;
2. If applicable the necessary parties to be made defendants in a suit to enforce the encumbrance identified on Exhibit 1 are as shown on Exhibit 2;
3. If applicable, the names and addresses, as shown therein, of persons who have recorded requests, under Section 86.806 of the Oregon Revised Statutes, for a copy of notice of default or for a copy of notice of sale are as shown on Exhibit 2 and the names of additional persons who, under Sections 86.705 et. seq. of the Oregon Revised Statutes, are entitled to receive notice of sale are as shown on Exhibit 2;
4. If applicable, the names of persons entitled to receive notice of default, pursuant to Sections 93.905 et seq. of the Oregon Revised Statutes, are as shown on Exhibit 2.

NATIONAL TITLE INSURANCE OF NEW YORK, INC.

ISSUED BY: SERVICELINK TITLE COMPANY OF OREGON, LLC
400 CORPORATION DRIVE, ALIQUIPPA, PA 15001
714-247-7000 • 800-323-0165



By:

[Handwritten Signature]

ATTEST

President

[Handwritten Signature]

Secretary

Countersigned:

[Handwritten Signature]

Authorized Signature

GUARANTEE - COMBINATION FORM

OREGON

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

- (a) "Land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property.
- (b) "Public Records": those records established under State statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (c) "Date": the effective date.
- (d) "The Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
- (e) "Mortgage": mortgage, deed of trust, trust deed, real estate contract or other security instrument.

2. EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this Guarantee and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) (1) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
- (2) Any governmental police power not excluded by (a) (1) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
- (b) Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Guarantee.
- (c) Defects, liens, encumbrances, adverse claims against the title as guaranteed, or other matters:
 - (1) created, suffered, assumed or agreed to by one or more of the Assured, whether or not shown by the public records;
 - (2) not known to the Company, not recorded in the public records at Date of Guarantee but known to one or more of the Assured at Date of Guarantee;
 - (3) resulting in no loss or damage to the Assured;
 - (4) not resulting in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided; or
 - (5) attaching or created subsequent to Date of Guarantee.
- (d) The identity of any party named or referred to in Exhibit 2 or the validity, legal effect or priority of any matter shown in Section F of Exhibit 1.
- (e) Taxes or assessments which are not shown as existing liens by the public records.
- (f) Unpatented mining claims; reservations or exceptions in United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (g) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

3. PROSECUTION OF ACTIONS

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. NOTICE OF LOSS -LIMITATION OF ACTION

A statement in writing or any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee

unless the action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

5. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of a claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. LIMITATION OF LIABILITY - PAYMENT OF LOSS

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated within this Guarantee.
- (b) The liability of the Company under this Guarantee shall be secondary to and shall not supersede the liability of any other insurer under any existing policy of title insurance which insures one or more of the Assured, and any loss payable under this Guarantee shall be paid only to the extent it is not payable under such other existing policy. This Guarantee is furnished for the purpose of facilitating enforcement of the subject encumbrance or for other specific judicial or non-judicial proceeding; this Guarantee shall not be used or relied upon for any other reason.
- (c) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (d) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (e) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(c) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing, this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (f) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right or subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee. No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at National Title Insurance of New York, Inc., P.O. Box 45023, Jacksonville, Florida 32232-5023.

10. FEE

The fee specified within this Guarantee is the total fee for title search and examination and for this Guarantee. The Company may declare this Guarantee null and void for failure to pay the fee.

**NATIONAL
TITLE
INSURANCE
OF
NEW YORK**

 **NATIONAL TITLE INSURANCE**
of New York, Inc.

National Title Insurance Of New York
P.O. Box 45023
Jacksonville, Florida 32232-5023

E. THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE CITY OF INDEPENDENCE, COUNTY OF POLK, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

LOT NUMBERED FIFTY-FOUR (54), NORTHGATE PHASE I, IN THE CITY OF INDEPENDENCE, POLK COUNTY, OREGON.

F. EXCEPTIONS:

1. PROPERTY TAXES, AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2015-2016.

TAX AMOUNT BILLED : \$3,115.87
BALANCE DUE : \$0.00
SERIAL NO./PROPERTY ID# : 547046
ACCOUNT NO./ALTERNATE # : 1303-547046
MAP NO/MAP TAX LOT# : 08420-DA-05400
LEVY CODE AREA : 1303

2. CITY LIENS IN FAVOR OF THE CITY OF INDEPENDENCE, IF ANY.

3. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, OF THE REVENUE AND TAXATION CODE OF THE STATE OF OREGON.

4. SPECIAL ASSESSMENTS, IF ANY, WHICH ARE NOT BILLED AND COLLECTED BY THE COUNTY TAX ASSESSOR.

5. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED/RESERVED IN A DOCUMENT.

IN FAVOR OF : PACIFIC POWER AND LIGHT COMPANY
PURPOSE : PUBLIC UTILITIES
RECORDED : AUGUST 30, 1962, BOOK: 183, PAGE: 189, IN POLK COUNTY, OREGON.

AFFECTS : SAID LAND

6. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED/RESERVED IN A DOCUMENT.

IN FAVOR OF : ADJACENT PROPERTY
PURPOSE : UTILITIES AND ACCESS AGREEMENT
RECORDED : APRIL 30, 1996, BOOK: 316, PAGE: 1799, OF OFFICIAL RECORDS

AFFECTS : SAID LAND

AND RE-RECORDED JUNE 4, 1996, BOOK: 318, PAGE: 1481, OF OFFICIAL RECORDS.

7. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS DELINEATED OR AS OFFERED FOR DEDICATION, ON THE MAP OF SAID TRACT.

PURPOSE : UTILITIES AND DRAINAGE
AFFECTS : SAID LAND

8. COVENANTS, CONDITIONS AND RESTRICTIONS (BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, CITIZENSHIP, IMMIGRATION STATUS, PRIMARY LANGUAGE, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW) AS SET FORTH IN THE DECLARATION OF RESTRICTIONS

RECORDED : NOVEMBER 7, 1997, BOOK: 344, PAGE: 176 IN
POLK COUNTY, OREGON

MODIFICATION(S) OF SAID COVENANTS, CONDITIONS AND RESTRICTIONS

RECORDED : OCTOBER 22, 1997, BOOK: 343, PAGE: 145 IN
POLK COUNTY, OREGON

MODIFICATION(S) OF SAID COVENANTS, CONDITIONS AND RESTRICTIONS

RECORDED : MARCH 9, 1998, BOOK: 350, PAGE: 1082 IN POLK
COUNTY, OREGON

9. THE BY-LAWS, INCLUDING THE TERMS AND PROVISIONS THEREOF, OF NORTHGATE HOMEOWNERS

RECORDED : NOVEMBER 7, 1997
BOOK : 344 PAGE: 176 IN POLK COUNTY, OREGON.

SAID BY-LAWS WERE AMENDED BY INSTRUMENT,

RECORDED : JANUARY 26, 1999
BOOK : 371 PAGE: 1512 IN POLK COUNTY, OREGON.

10. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW, AND ANY OTHER OBLIGATIONS SECURED THEREBY

AMOUNT : \$109,599.00
DATED : DECEMBER 24, 1998
TRUSTOR : ROSALINDA RENDON AND GUADENCIO
RENDON, HUSBAND AND WIFE
TRUSTEE : FIRST AMERICAN TITLE INSURANCE COMPANY
OF OREGON
BENEFICIARY : ACCREDITED HOME LENDERS, INC., A
CALIFORNIA CORPORATION
RECORDED : DECEMBER 31, 1998, IN BOOK 370, PAGE 0339,
OF OFFICIAL RECORDS

THE BENEFICIAL INTEREST UNDER SAID DEED OF TRUST HAS BEEN ASSIGNED OF RECORD:

ASSIGNOR : ACCREDITED HOME LENDERS, INC., A CALIFORNIA CORPORATION
ASSIGNEE : MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS), A DELAWARE CORPORATION., ITS SUCCESSORS OR ASSIGNS
DATED : MARCH 28, 2000
RECORDED : JULY 13, 2000, AS INSTRUMENT NO. 200007517, OF OFFICIAL RECORDS

THE EFFECT OF THE FOLLOWING:

THE BENEFICIAL INTEREST UNDER SAID DEED OF TRUST HAS BEEN ASSIGNED OF RECORD:

ASSIGNOR : ACCREDITED HOME LENDERS, INC., A CALIFORNIA CORPORATION
ASSIGNEE : EQUICREDIT CORPORATION OF AMERICA
DATED : (NOT SET OUT)
RECORDED : AUGUST 10, 2010, AS INSTRUMENT NO. 200008713, OF OFFICIAL RECORDS

THE EFFECT OF:

A SUBSTITUTION OF TRUSTEE UNDER SAID DEED OF TRUST WHICH NAMES AS THE SUBSTITUTE TRUSTEE, THE FOLLOWING

TRUSTEE : DAVID A. KUBAT
EXECUTED BY : MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR HOUSEHOLD FINANCE CORPORATION
RECORDED : AUGUST 24, 2004, AS INSTRUMENT NO. 2004-013707, OF OFFICIAL RECORDS

SAID INSTRUMENT MAY BE INSUFFICIENT IN THAT THE BENEFICIARY WHO EXECUTED SAID DOCUMENT IS NOT THE BENEFICIARY OF RECORD.

THE EFFECT OF THE FOLLOWING:

THE BENEFICIAL INTEREST UNDER SAID DEED OF TRUST HAS BEEN ASSIGNED OF RECORD:

ASSIGNOR : SELECT PORTFOLIO SERVICING F/K/A FAIRBANKS CAPITAL CORP. AS ATTORNEY IN FACT FOR THE BANK OF NEW YORK, AS TRUSTEE FOR THE HOLDERS OF THE EQCC ASSET BACKED CERTIFICATES, SERIES 2001-2, BY SELECT PORTFOLIO SERVICING F/K/A FAIRBANKS CAPITAL CORP., AS ATTORNEY-IN-FACT
ASSIGNEE : EQUICREDIT CORPORATION OF AMERICA
DATED : NOVEMBER 8, 2007
RECORDED : DECEMBER 19, 2007, AS INSTRUMENT NO. 2007-018917, OF OFFICIAL RECORDS

THE BENEFICIAL INTEREST UNDER SAID DEED OF TRUST HAS BEEN ASSIGNED OF RECORD:

ASSIGNOR : MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
ASSIGNEE : EQUICREDIT CORPORATION OF AMERICA
DATED : MARCH 11, 2010
RECORDED : MARCH 23, 2010, AS INSTRUMENT NO. 2010-002696, OF OFFICIAL RECORDS

A SUBSTITUTION OF TRUSTEE UNDER SAID DEED OF TRUST WHICH NAMES AS THE SUBSTITUTED TRUSTEE, THE FOLLOWING

TRUSTEE : NORTHWEST TRUSTEE SERVICES, INC.,
EXECUTED BY : EQUICREDIT CORPORATION OF AMERICA BY SELECT PORTFOLIO SERVICING INC., AS ATTORNEY IN FACT
RECORDED : MARCH 23, 2010, AS INSTRUMENT NO. 2010-002697, OF OFFICIAL RECORDS

A SUBSTITUTION OF TRUSTEE UNDER SAID DEED OF TRUST WHICH NAMES AS THE SUBSTITUTED TRUSTEE, THE FOLLOWING

TRUSTEE : NORTHWEST TRUSTEE SERVICES INC.,
EXECUTED BY : EQUICREDIT CORPORATION OF AMERICA SELECT PORTFOLIO SERVICING, INC., AS ATTORNEY IN FACT
RECORDED : MAY 13, 2015, AS INSTRUMENT NO. 2015-004540, OF OFFICIAL RECORDS

11. TERMS, COVENANTS AND CONDITIONS AS CONTAINED IN CIRCUIT COURT A DECREE OF DISSOLUTION:

ENTERED : OCTOBER 6, 2009
CIRCUIT COURT
CAUSE NO. : 09P2579
PETITIONER : ROSALINDA RENDON
RESPONDENT : GUADENCIO RENDON-PEREZ

12. A COURT ORDER FOR INSTALLMENT PAYMENTS OF SPOUSAL AND/OR CHILD SUPPORT, TO BE MADE BY:

DEBTOR : GUADENCIO RENDON-PEREZ
CREDITOR : ROSALINDA RENDON
DATE ENTERED : OCTOBER 6, 2009
COUNTY : POLK
COURT : CIRCUIT
CASE NO. : 09P2579

13. EXCEPT AS SHOWN ON EXHIBIT 1, NO NOTICE OF PENDENCY OF AN ACTION FOR THE FORECLOSURE OF THE ENCUMBRANCE TO BE ENFORCED HAS BEEN RECORDED IN THE COUNTY IN WHICH SAID LAND IS SITUATED.
14. THIS GUARANTEE PROVIDES NO ASSURANCES WITH RESPECT TO ANY FACTS, RIGHTS, TITLE, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORD AS DEFINED IN THIS GUARANTEE, AND IS NOT INTENDED TO SHOW THE NAMES OF PERSONS WHOSE RIGHTS, TITLE, INTERESTS OR CLAIMS ARE NOT SHOWN BY THE PUBLIC RECORDS INCLUDING, WITHOUT LIMITATION, THOSE WHO MAY BE KNOWN TO THE ASSURED OR WHO COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR BY MAKING INQUIRY OF A PERSON IN POSSESSION OF THE LAND.
15. NO COVERAGE IS PROVIDED IN THE EVENT OF AN ADVERSE CLAIM BASED UPON THE ASSERTION THAT THIS GUARANTEE WAS FURNISHED FOR ANY PURPOSE OTHER THAN TO FACILITATE NON-JUDICIAL FORECLOSURE OF THE ENCUMBRANCE SHOWN IN EXHIBIT 1.B., UNLESS THE GUARANTEE IS MODIFIED BY ENDORSEMENT TO REFLECT THE FILING OF A JUDICIAL FORECLOSURE ACTION BY THE ASSURED LENDER SHOWN IN SCHEDULE A.
16. THE ASSURANCES PROVIDED BY THIS GUARANTEE ARE SUBJECT TO ANY FAILURE TO COMPLY WITH BANKRUPTCY STATUTES OR REGULATIONS FOR ANY BANKRUPTCY PROCEEDING THAT MAY OR MAY NOT BE DISCLOSED BY ACTS THAT WOULD AFFORD NOTICE AS TO SAID LAND PURSUANT TO TITLE 11 U.S.C. 549(C) OF THE BANKRUPTCY REFORM ACT OF 1978, AS AMENDED.
17. IF ANY RECORDABLE FORECLOSURE DOCUMENTS ARE EXECUTED BY ATTORNEY-IN-FACT, THEN A POWER OF ATTORNEY MUST BE RECORDED IN OFFICIAL RECORDS THAT CONTAINS ADEQUATE POWERS FOR SUCH EXECUTION.
18. ATTENTION IS CALLED TO THE SERVICEMEMBERS CIVIL RELIEF ACT OF 2003 (108P.L. 189; 117 STAT. 2835; 2003 ENACTED H.R.100) AND AMENDMENTS THERETO AND THE MILITARY RESERVIST ACT OF 1991 (SEC. 800 TO 810, MILITARY VETERANS CODE) WHICH CONTAIN INHIBITIONS AGAINST THE SALE OF LAND UNDER A DEED OF TRUST IF THE OWNER IS ENTITLED TO THE BENEFITS OF SAID ACTS.
19. ATTENTION IS CALLED TO THE FEDERAL TAX LIEN ACT OF 1966 WHICH, AMONG OTHER THINGS, PROVIDES FOR THE GIVING OF WRITTEN NOTICE OF SALE IN A SPECIFIED MANNER TO THE SECRETARY OF TREASURY OR HIS DELEGATE AS A REQUIREMENT FOR THE DISCHARGE OR DIVESTMENT OF A FEDERAL TAX LIEN IN A NON JUDICIAL SALE, AND ESTABLISHES WITH RESPECT TO SUCH LIEN A RIGHT IN THE UNITED STATES TO REDEEM THE PROPERTY WITHIN A PERIOD OF 120 DAYS FROM THE DATE OF ANY SUCH SALE.

20. ATTENTION IS CALLED TO THE FEDERAL DEBT COLLECTION PROCEDURES ACT (28 USC 3001-3308) AND THE PROVISIONS OF 28 USC 2410 (ACTIONS AFFECTING PROPERTY ON WHICH UNITED STATES HAS LIEN) WHICH, AMONG OTHER THINGS PROVIDES FOR WRITTEN NOTICE TO BE GIVEN TO THE UNITED STATES, AND PROVIDES FOR THE DISCHARGE OF THE PROPERTY FROM THE MORTGAGE OR OTHER LIEN HELD BY THE UNITED STATES, AND PROVIDES THAT THE UNITED STATES SHALL HAVE ONE YEAR FROM THE DATE OF SALE WITHIN WHICH TO REDEEM.
21. OREGON REVISED STATUTES 86.740(C) AND 94.709(2) CALL FOR NOTICE TO HOLDERS OF JUNIOR HOMEOWNERS ASSOCIATION LIENS AND SUCH HOLDERS MAY BE DISCLOSED IN THE DECLARATION OF CC&R'S OR THE CONDOMINIUM/P.U.D. RIDER ATTACHED TO THE SUBJECT DEED OF TRUST.
22. THE LATEST TAX BILL FROM THE COUNTY TAX ASSESSOR SHOWS THE SITUS ADDRESS ON SAID LAND AS 741 HYACINTH ST INDEPENDENCE OR AND THE PARCEL NO./PROPERTY I.D. NO. AS 547046.

(END OF EXHIBIT 1)

(EXHIBIT 2)

RELATIVE TO THE ENCUMBRANCE TO BE ENFORCED, SHOWN ON EXHIBIT 1:

(TRUSTEE'S SALE, PURSUANT TO ITEMS 1., 3., AND 4. OF THE ASSURANCES ON THE GUARANTEE FACE PAGE)

THE RETURN ADDRESS FOR MAILING AFTER RECORDING, IF A RETURN ADDRESS IS SHOWN, IS SET FORTH AS IT APPEARS ON EACH DOCUMENT REFERRED TO IN EXHIBIT 1, BY SPECIFIC RECORDING INFORMATION, AND AS SHOWN ON THE DOCUMENT OR DOCUMENTS VESTING TITLE AS SHOWN IN EXHIBIT 1, PARAGRAPH D., ARE SHOWN IN EXHIBIT 2. PART 1, HERE BELOW:

1. IF APPLICABLE, THE NAMES AND RETURN ADDRESS(ES) OF PERSONS, IF A RETURN ADDRESS IS SHOWN, ON THE DOCUMENT REFERRED TO IN EXHIBIT , PARAGRAPH B., OR BY OTHER RECORDING REFERENCES SHOWN, WHO HAVE RECORDED REQUESTS FOR A COPY OF A NOTICE OF SALE OR NOTICE OF DEFAULT, UNDER ORS 86.806 OF THE OREGON TRUST DEED STATUTES, ARE:

NONE

2. IF APPLICABLE, THE NAME AND RETURN ADDRESS(ES) , IF A RETURN ADDRESS IS SHOWN, ON THE DOCUMENT REFERRED TO IN EXHIBIT 1, PARAGRAPH B. ,'THE ENCUMBRANCE TO BE FORECLOSED', IS:

ROSALINDA RENDON
741 HYACINTH STREET
INDEPENDENCE, OR 97351
(TRUSTOR)

GUADENCIO RENDON
741 HYACINTH STREET
INDEPENDENCE, OR 97351
(TRUSTOR)

3. IF APPLICABLE, THE NAME AND RETURN ADDRESS(ES), IF A RETURN ADDRESS IS SHOWN, OF THE SUCCESSOR IN INTEREST TO THE GRANTOR, PURSUANT TO THE DOCUMENT(S) REFERENCED IN EXHIBIT 1, IS:

NONE

4. IF APPLICABLE THE NAMES AND RETURN ADDRESS(ES), IF A RETURN ADDRESS IS SHOWN, OF ADDITIONAL PERSONS WHO ARE ENTITLED, UNDER THE OREGON TRUST DEED STATUTES, ORS 86.705 ET SEQ., TO RECEIVE NOTICE OF SALE; PURSUANT TO THE RECORDING REFERENCES OF THE DOCUMENTS SHOWN IN EXHIBIT 1, ARE:

GAUDENCIO RENDON AKA GAUDENCIO RENDON PEREZ
2180 UNIVERSITY ST SE
SALEM, OR 97302
(REFERS TO ITEM(S) 11,12)

DEPARTMENT OF JUSTICE, DIVISION OF CHILD SUPPORT
CHILD SUPPORT ACCOUNTING UNIT
P O BOX 14506
SALEM, OR 97309
(REFERS TO ITEM(S) 12)

NOTE REGARDING TRUST DEED ASSIGNMENTS, APPOINTMENTS OF SUCCESSOR TRUSTEE AND MERS: ORS 86.735 REQUIRES, AMONG OTHER PROVISIONS, THAT ANY WRITTEN ASSIGNMENT OF A TRUST DEED AND ANY APPOINTMENT OF SUCCESSOR TRUSTEE BE RECORDED FOR A FORECLOSURE BY ADVERTISEMENT AND SALE. OREGON CASE LAW DOES NOT RECOGNIZE MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS A BENEFICIARY OF A TRUST DEED. FOR ANY CLAIM UNDER THIS GUARANTEE OR FOR POST-FORECLOSURE TITLE INSURANCE, THE BENEFICIARY OR TRUSTEE MAY BE REQUIRED TO DOCUMENT FOR THE INSURER THE OWNERSHIP OF THE INDEBTEDNESS SECURED BY THE TRUST DEED AND TO DOCUMENT THE AUTHORITY OF MERS TO EXECUTE AN APPOINTMENT OF SUCCESSOR TRUSTEE OR OTHER FORECLOSURE-RELATED INSTRUMENT ON BEHALF OF THE OWNER OF THE SECURED INDEBTEDNESS.

(JUDICIAL FORECLOSURE, PURSUANT TO ITEMS 1, AND 2, OF THE ASSURANCES ON THE GUARANTEE FACE PAGE)

1. THE VESTEE NAMED IN EXHIBIT 1., PARAGRAPH D. AND PARTIES CLAIMING TO HAVE SOME RIGHT, TITLE OR INTEREST BY REASON OF THE MATTERS SHOWN IN THIS GUARANTEE MAY BE NECESSARY PARTIES DEFENDANT IN A JUDICIAL FORECLOSURE ACTION. THIS COMPANY CANNOT OFFER LEGAL ADVICE AS TO WHOM AMONG THESE PARTIES THE ASSURED MUST NAME AS DEFENDANT, BUT THE GUARANTEE IDENTIFIES THE NAMES AS SHOWN ON ANY EXHIBIT 1 DOCUMENT REFERRED TO HERE.

2. AS OF THE DATE OF THIS GUARANTEE, THE NAMES OF PERSONS APPEARING IN THE PUBLIC RECORD CLAIMING TO HAVE A RIGHT, TITLE, OR INTEREST IN THE LAND SHOWN IN EXHIBIT 1. PARAGRAPH E. ARE AS FOLLOWS:

ROSALINDA RENDON

GUADENCIO RENDON

DEPARTMENT OF JUSTICE, DIVISION OF CHILD SUPPORT

3. THE RETURN ADDRESS FOR MAILING AFTER RECORDING, IF A RETURN ADDRESS IS SHOWN, IS SET FORTH AS IT APPEARS ON EACH DOCUMENT REFERRED TO IN EXHIBIT 1, BY SPECIFIC RECORDING INFORMATION, AND AS SHOWN ON THE DOCUMENT OR DOCUMENTS VESTING TITLE AS SHOWN IN EXHIBIT 1, PARAGRAPH D., ARE SHOWN HERE BELOW:

ROSALINDA RENDON
741 HYACINTH STREET
INDEPENDENCE, OR 97351
(TRUSTOR)

GUADENCIO RENDON
741 HYACINTH STREET
INDEPENDENCE, OR 97351
(TRUSTOR)

GAUDENCIO RENDON AKA GAUDENCIO RENDON PEREZ
2180 UNIVERSITY ST SE
SALEM, OR 97302
(REFERS TO ITEM(S) 11,12)

DEPARTMENT OF JUSTICE, DIVISION OF CHILD SUPPORT
CHILD SUPPORT ACCOUNTING UNIT
P O BOX 14506
SALEM, OR 97309
(REFERS TO ITEM(S) 12)

(END OF EXHIBIT 2)

ORDER NO: 160291594

EXHIBIT "A"

REF. NO.: 7236.26836

LOT NUMBERED FIFTY-FOUR (54), NORTHGATE PHASE I, IN THE CITY OF INDEPENDENCE, POLK COUNTY, OREGON.

SERVICELINK TITLE COMPANY OF OREGON, LLC
400 CORPORATION DRIVE, ALIQUIPPA, PA 15001
(714) 247-7000 • (800) 323-0165

TRANSMITTAL

TO:

DATE: OCTOBER 7, 2016

(D.O. ONLY) NORTHWEST TRUSTEE SERVICES, INC
13555 SE 36TH ST, SUITE 100
BELLEVUE, WA 98006

ATTN:

REF. NO.: 7236.26836
ORDER NO.: 160291594

PLEASE FIND ENCLOSED HERewith ITEMS CHECKED BELOW:

- CERTIFIED COPY
- OWNERS POLICY
- ALTA POLICY
- CORRECTED GUARANTEE, POLICY AND/OR ENDORSEMENT
- ENDORSEMENT
- PRELIMINARY REPORT
- SUPPLEMENTAL REPORT
- TRUSTEE'S SALE GUARANTEE (WITH OPTION FOR JUDICIAL FORECLOSURE)


VANGIE ORTEGA, TITLE OFFICER