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

THE BANK OF NEW YORK MELLON FKA
THE BANK OF NEW YORK, AS TRUSTEE
FOR THE CERTIFICATEHOLDERS OF
CWABS, INC. ASSET-BACKED
CERTIFICATES, SERIES 2006-20,

CASE NO.: 13CV0405

WRIT OF EXECUTION

Plaintiff,

vs.

EUGENE V. CORDELL, Jr., an individual;
KRISTAN E. CORDELL, an individual;
STATE OF OREGON DEPARTMENT OF
REVENUE, 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.

STATE OF OREGON)
) ss.
County of Deschutes)

TO THE SHERIFF OF DESCHUTES COUNTY OREGON:

WHEREAS, on December 31, 2014 by consideration of the Deschutes County Circuit
Court, there was entered a Stipulated Judgment of Foreclosure as to defendant Eugene V.

WRIT OF EXECUTION -1-

ZIEVE, BRODNAX & STEELE, LLP
Janay L. Carter
One World Trade Center
121 Southwest Salmon St., 11th Floor
Portland, OR 97204
206-209-0375 Ext 552
jcarter@zbslaw.com

1 Cordell, Jr. Said Stipulated Judgment of Foreclosure was duly enrolled and docketed in the Trial
2 Court Administrator's Office in said County on December 31, 2014; a true copy of the Stipulated
3 Judgment of Foreclosure is attached hereto and made a part hereof. There also was entered a
4 Stipulated Judgment of Foreclosure as to defendant State of Oregon, Department of Revenue and
5 was duly enrolled and docketed in the Trial Court Administrator's Office in said County on April
6 12, 2017.

7 Judgment Creditor: THE BANK OF NEW YORK MELLON FKA THE
8 BANK OF NEW YORK, AS TRUSTEE FOR THE
9 CERTIFICATEHOLDERS OF CWABS, INC. ASSET-
10 BACKED CERTIFICATES, SERIES 2006-20
11 c/o Shellpoint Mortgage Servicing
12 Judgment Creditor Address: 55 Beattie Place, Suite 100
13 Greenville, SC 29601-2743

14 NOW THEREFORE IN THE NAME OF THE STATE OF OREGON, you are
15 commanded to sell the real property as by said Stipulated Judgments of Foreclosure according to
16 law (subject to redemption) all of the interest that the Defendant Eugene V Cordell Jr. had on the
17 26th day of September 2006, the date of the Mortgage, and also all of the interest that Defendant
18 had thereafter, in the real property described in the Judgment as:

19 LOT 1 IN BLOCK 5 OF TAMARACK PARK EAST, PHASE II, CITY OF BEND,
20 DESCHUTES COUNTY, OREGON.

21 Tax Parcel Number: 173182

22 The street address of the real property to be levied upon is 3002 NE Rock Chuck Dr.,
23 Bend, OR 97701.

24 The above referenced property shall be sold to satisfy the following sums: The base
25 judgment amount of \$316,885.43, plus prejudgment interest in the amount of \$118,433.55, plus
26 additional pre-judgment interest in the amount of \$1,803.56, plus Other amounts due under the
27 loan in the amount of \$20,128.71, plus Plaintiff's costs and reasonable attorney fees in the

28 WRIT OF EXECUTION -2-

ZIEVE, BRODNAX & STEELE, LLP
Janay L. Carter
One World Trade Center
121 Southwest Salmon St., 11th Floor
Portland, OR 97204
206-209-0375 Ext 552
jcarter@zbslaw.com

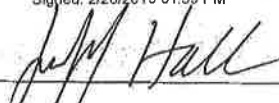
1 amount of \$11,250.10, plus post-judgment interest accruing after December 31, 2014, at the rate
2 of 9.0% per annum, of \$161,843.52 (\$115.52 per diem x 1,401 days) for a grand total of
3 \$630,344.87; Thus,

4 THE TOTAL AMOUNT OF EXECUTION REQUESTED HEREON, STATED AS OF
5 THE DATE OF SUBMISSION (October 31, 2018) IS AS FOLLOWS:

6	Base Judgment	\$316,885.43
7	Pre-judgment Interest	\$118,433.55
8	Additional Pre-Judgment Interest	\$1,803.56
9	Other amounts due under the loan	\$20,128.71
10	Plaintiff's Costs and Attorney Fees	\$11,250.10
11	Post-judgment Interest	\$161,843.52
12	Total due as of October 31, 2018	\$630,344.87 plus \$115.52 per diem thereafter until
13	paid.	

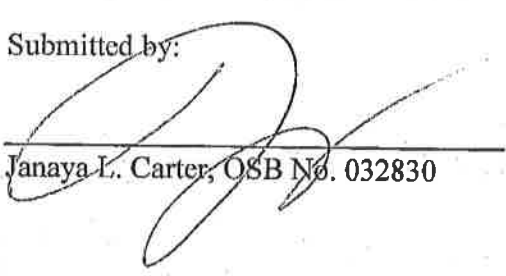
14 The proceeds of sale shall be applied, delivered, and distributed according to ORS
15 18.950.

Signed: 2/28/2019 01:59 PM


Trial Court Administrator Jeffrey E. Hall



21 Submitted by:


23 Janaya L. Carter, OSB No. 032830

26 WRIT OF EXECUTION -3-

27 **ZIEVE, BRODNAX & STEELE, LLP**
28 Janay L. Carter
One World Trade Center
121 Southwest Salmon St., 11th Floor
Portland, OR 97204
206-209-0375 Ext 552
jcarter@zbslaw.com

DEC 31 2014

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CIRCUIT COURT
2014 DEC 31 PM 4:20
DESCHUTES COUNTY
OREGON

~~FILED
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DESCHUTES COUNTY
OREGON~~

Verified Correct Copy of Original 6/19/2017.

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

THE BANK OF NEW YORK MELLON FKA
THE BANK OF NEW YORK, AS TRUSTEE
FOR THE CERTIFICATEHOLDERS OF THE
CWABS, INC., ASSET-BACKED
CERTIFICATES, SERIES 2006-20,

CASE NUMBER: 13CV0405

STIPULATED LIMITED JUDGMENT OF
FORECLOSURE AS TO DEFENDANT
EUGENE V. CORDELL, JR.

Plaintiff,

vs.

EUGENE V. CORDELL, Jr., an individual;
KRISTAN E. CORDELL, an individual;
STATE OF OREGON DEPARTMENT OF
REVENUE, a government entity; and all other
persons or parties 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, collectively
designated as DOBS 1 through 50, inclusive.

Defendants.

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS
TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED
CERTIFICATES, SERIES 2006-20 ("Plaintiff"), by and through its attorney of record, Nathan F.
Smith, of Malcolm + Cisneros, A Law Corporation, and Stipulating Defendant EUGENE V.
CORDELL, Jr., by and through his attorney of record, J. Michael Keane, of Garrett Hemann

PAGE 1

STIPULATED LIMITED JUDGMENT OF FORECLOSURE

Malcolm + Cisneros, A Law Corporation
2112 Business Center Drive, Second Floor
Irvine, CA 92612

13CV0405
JGLN
Judgment - Limited Creates Lien
7392477



43

1 Robertson P.C., ("Stipulating Defendant"), hereby stipulate as follows:

2 1.

3 Plaintiff filed its Complaint for Judicial Foreclosure and Breach of Promissory Note on
4 March 18, 2013 in the Circuit Court of the State of Oregon for the County of Deschutes
5 ("Complaint").

6 2.

7 Defendant EUGENE V. CORDELL, JR is the record owner of the property located at 3002
8 N.E. ROCK CHUCK DR, BEND, OREGON 97701 located in Deschutes County, Oregon
9 ("Property"). The legal description of the Property is as follows: **LOT 1 IN BLOCK 5 OF**
10 **TAMARACK PARK EAST, PHASE II, CITY OF BEND, DESCHUTES COUNTY,**
11 **OREGON.**

12 3.

13 On or about September 26, 2006, Stipulating Defendant entered into a promissory note
14 ("Note"), as borrower, with the America's Wholesale Lender, as lender. The Note is secured via a
15 first priority deed of trust ("Deed of Trust") by the Property. The original principal balance under
16 the Note and Deed of Trust was \$315,000. The Deed of Trust was recorded in the Official Records
17 of the Deschutes County Recorder's Office on October 2, 2006 as Instrument Number 2006-66286
18 ("Deed of Trust").

19 4.

20 Plaintiff is the current holder of the Note and beneficiary under the Deed of Trust.

21 5.

22 Payments were not made to Plaintiff, as required by the Note and Deed of Trust. Pursuant to
23 the terms of the Note and Deed of Trust, Plaintiff is entitled to declare all sums due and owing under
24 the Note and Deed of Trust immediately due and payable based upon the fact that the payments
25 required by the Note and Deed of Trust were not tendered to Plaintiff. Furthermore, Plaintiff is
26 entitled to seek foreclosure of the Property, as it has done through this action against Stipulating
27 Defendant.

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6.

As of December 5, 2014, \$466,697.79 is due and owing under the Note and Deed of Trust. Therefore Judgment in the amount of \$466,697.79 shall be granted in favor of Plaintiff, its successors or assignees, and against Stipulating Defendant, as further described in the Money Award and Judgment below.

7.

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

8.

Plaintiff's Lien is a valid first priority lien encumbering the Property, and is superior to any interest, lien, or claim of Stipulating Defendant, and all persons claiming by, through, or under him, as purchasers, encumbrancers, or otherwise, are adjudged inferior and subordinate to Plaintiff and are forever foreclosed of all interest, lien, or claim in the Property and every portion thereof.

9.

Plaintiff shall be entitled to foreclose on the Property and to sell the Property at a foreclosure sale by the Deschutes County Sheriff in the manner provided by law and in accordance with any general judgment entered herein in order to satisfy all amounts due and owing under the Note and Deed of Trust as adjudged below.

10.

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

11.

Plaintiff or any other party to this suit may become the purchaser at the sale of the Property. The purchaser is entitled to exclusive and immediate possession of the Property from and after the date of sale and is entitled to such remedies as are available at law to secure possession, and may

1 apply to the Clerk of the Court for a Writ of Assistance, if Stipulating Defendant or any other party
2 or person shall refuse to surrender possession of the property to the purchaser immediately on the
3 purchaser's demand for possession.

4 12.

5 Plaintiff may credit bid up to the aggregate amount of its Money Award plus interest from
6 the date of this Judgment until sale without advancing any cash except money required for the
7 Sheriff's sale.

8 13.

9 The proceeds from the sale are to be applied first toward the costs of sale, then toward the
10 satisfaction of Plaintiff's Judgment awarded herein and the surplus, if any to the Clerk of the Court
11 to be disbursed to such party or parties that may establish their rights thereto.

12 14.

13 No deficiency judgment will be sought by Plaintiff against Stipulating Defendant in the event
14 that the sale of the Property does not result in sufficient proceeds to satisfy Plaintiff's Money Award
15 in full. While entry of this Judgment and the corresponding money award shall be entered against
16 Stipulating Defendant, Plaintiff will not seek to collect the Money Award from Stipulating
17 Defendant but will only seek to execute upon the Property as security for the Money Award to the
18 Plaintiff. Upon completion of the Sheriff's Sale of the Property, Plaintiff's Money Award and
19 Judgment against Stipulating Defendant shall be fully satisfied and Stipulating Defendant shall have
20 no personal liability to Plaintiff for any amounts remaining unsatisfied.

21 15.

22 Stipulating Defendant pled certain affirmative defenses in his Answer to the Complaint.
23 Through this Stipulation, Stipulating Defendant does not admit fault, wrongdoing, or liability.
24 Rather, Stipulating Defendant merely acknowledges Plaintiff's entitlement to Judgment in its favor.

25 16.

26 Stipulating Defendant expressly waives his statutory right of redemption. In consideration
27 for Stipulating Defendant's waiver of his statutory right of redemption, Plaintiff shall pay Stipulating
28 Defendant \$2,000 within 21 days of the date of execution of this agreement.

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17.

At the election of Plaintiff, and upon written demand by Plaintiff, Stipulating Defendant shall execute a deed-in-lieu of foreclosure whereby Stipulating Defendant shall convey his interest in the Property to Plaintiff. Should Plaintiff direct Stipulating Defendant to proceed with conveying his interest in the Property to Plaintiff, Stipulating Defendant shall execute the deed-in-lieu within 21 days of Plaintiff's written demand upon Stipulating Defendant for the deed-in-lieu. If Plaintiff makes a written demand for a deed-in-lieu, Plaintiff's Judgment shall be deemed fully satisfied upon execution and recordation of the deed-in-lieu. However, nothing in this Stipulating shall require Plaintiff to make such a demand. Rather, Plaintiff shall be free to either seek a Sheriff's Sale of the Property or to make a written demand on Stipulating Defendant for a deed-in-lieu.

18.

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

19.

This Stipulated Judgment shall inure to the benefit of Plaintiff and Stipulating Defendant, his successors and/or assignees.

20.

The terms of this Stipulation and Judgment, and corresponding Settlement Agreement and General Release between the Parties, executed concurrently herewith, contain the entire agreement between the Parties and supersede any and all other agreements, either oral or written, between the Parties. However, the Parties anticipate that a Supplemental and/or General Judgment, may be filed with the Court to supplement terms and conditions to this Judgment. The Parties consent to the filing so long as the Supplemental and/or General Judgment does not conflict with the terms of the Judgment against Stipulated Defendant. The Parties consent that this Judgment may be expressly supplemented by Plaintiff, through declaration of counsel, to reflect an updated amount due and owing under the Note and Deed of Trust without further notice to Stipulating Defendant.

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21.

The Parties shall have the right to enforce the terms of this Judgment by Supplemental and/or General Judgment or motion for declaratory judgment.

22.

There being no reason for delay of the entry of a Limited Judgment as to Stipulating Defendant and based upon the following Stipulation, the COURT HEREBY ORDERS, ADJUDGES, AND DECREES that Plaintiff shall have judgment as follows:

JUDGMENT

1. A judgment in the amount of \$466,697.79 shall be granted in favor of Plaintiff, and its successors or assignees, as further described in the Money Award below:

MONEY AWARD

- a. Judgment Creditor: **THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2006-20**
- b. Judgment Creditor's Address:
c/o Malcolm + Cisneros, ALC
Attention: Nathan F. Smith
2112 Business Center Drive, Irvine, CA 92612
- c. Attorney for Judgment Creditor:
Nathan F. Smith, OSB #120112
Phone: (949) 252-9400
Fax: (949) 252-1032
Email: nathan@mclaw.org
- d. Judgment Debtor: **EUGENE V. CORDELL, JR**
- e. Judgment Debtor's Address: **1011 Commercial St. NE, Salem, Oregon 97301**
- f. Attorney for Judgment Debtor:
J. Michael Keane, OSB# 135959
1011 Commercial St. NE, Salem, Oregon 97301

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Phone: (503)581-1501

Fax: (503)581-5891

Email: mkeane@ghrlawyers.com

g. Other Persons Entitled to Payment: N/A

h. Judgment Principal Amount: \$ 316,885.43

i. Pre-Judgment Interest at 7.99000% accruing from April 1, 2010 to December 5, 2014: \$118,433.55 plus additional prejudgment interest from December 6, 2014 to date of entry of the General Judgment at \$69.3675 per diem.

j. Post-Judgment Interest shall accrue at 9% (per ORS 82.010) per annum.

k. Other Amounts Due Under the Loan: \$20,128.71

l. Litigation, expenses, costs, and disbursements: \$5,715.60

m. Attorney fees awarded: \$5,534.50

TOTAL MONEY AWARD: \$466,697.79

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

3. Plaintiff's Lien is a valid first priority lien encumbering the Property and is superior to any interest, lien, or claim of Stipulating Defendant.

4. Plaintiff's Lien shall be foreclosed and the Property shall be sold at a Sheriff's Sale by the Deschutes County Sheriff in the manner provided by law and in accordance with any general judgment entered herein.

5. Stipulating Defendant, and all persons claiming by, through, or under him, as purchasers, encumbrancers, or otherwise, are adjudged inferior and subordinate to Plaintiff and are forever foreclosed of all interest, lien, or claim in the Property and every portion thereof, including any statutory right of redemption.

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


- 1 the proceeds from the sale of the Property.
- 2 7. Plaintiff or any other party to this suit may become the purchaser at the sale of the
- 3 Property. The purchaser is entitled to exclusive and immediate possession of the Property from and
- 4 after the date of sale and is entitled to such remedies as are available at law to secure possession,
- 5 and that the Judgment entered herein shall have the same effect as a Writ of Assistance, if
- 6 Stipulating Defendant or any other party or person shall refuse to surrender possession of the
- 7 property to the purchaser immediately on the purchaser's demand for possession.
- 8 8. Plaintiff may credit bid up to the aggregate amount of its Money Award plus interest
- 9 from the date of this Judgment until sale without advancing any cash except money required for the
- 10 Sheriff's sale.
- 11 9. The proceeds from the sale are to be applied first toward the costs of sale, then toward
- 12 the satisfaction of Plaintiff's Judgment awarded herein and the surplus, if any, to the Clerk of the
- 13 Court to be disbursed to such party or parties that may establish their rights thereto.
- 14 10. Plaintiff shall not be entitled to execute upon any amounts of the Judgment remaining
- 15 unsatisfied by the proceeds from the foreclosure sale against Stipulating Defendant.
- 16 11. This Court shall retain jurisdiction over the Parties to enforce all provisions of this
- 17 Judgment and to enter such additional order, judgment, or decree necessary for the purchaser at the
- 18 foreclosure sale to obtain possession of the Property.
- 19 12. This Judgment may be supplemented by Plaintiff, including and not limited to,
- 20 through declaration of counsel, to, among other things, reflect an updated amount due and owing
- 21 under the Note and Deed of Trust without further notice to Stipulating Defendant.
- 22 13. This Stipulated Judgment shall inure to the benefit of Plaintiff and Stipulating
- 23 Defendant, his successors and/or assignees.
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14. Stipulating Defendant is not entitled to a homestead exemption on account of his/her interest in the property.

^{AND}
IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated this 31st day of Dec, 2014.


Deschutes County Circuit Court Judge

ROGER J. De HOOG

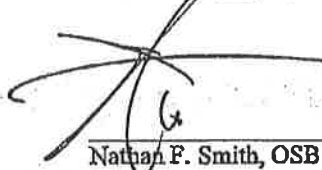
PRESENTED BY:

Nathan P. Smith, OSB#120112
Attorney for Plaintiff

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Stipulated to by:

**APPROVED AND AGREED TO:
FOR PLAINTIFF**

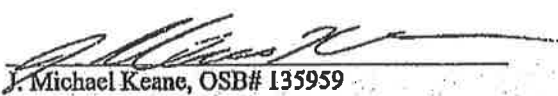
Accepted this 30th day of December, 2014



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

**APPROVED AND AGREED TO:
FOR EUGENE V. CORDELL JR**

Accepted this 30th day of December, 2014



J. Michael Keane, OSB# 135959
Attorney for Eugene V. Cordell
GARRETT HEMANN ROBERTSON P.C.
1011 Commercial St. NE
Salem, Oregon 97301
Phone: (503)581-1501
Fax: (503)581-5891
Email: mkeane@ghrlawyers.com