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

LAKEVIEW LOAN SERVICING, LLC,  
Plaintiff,

v.

THE ESTATE OF EUNICE WARD; RORI  
TAYLOR; GREG DOLLING; UNKNOWN  
HEIRS, ASSIGNS AND DEVISEES OF  
EUNICE WARD; STATE OF OREGON  
DEPARTMENT OF HUMAN SERVICES;  
and ALL OTHER PERSONS OR PARTIES  
UNKNOWN CLAIMING ANY RIGHT,  
TITLE, LIEN, OR INTEREST IN THE REAL  
PROPERTY COMMONLY KNOWN AS  
2219 RADCLIFFE AVE, KLAMATH  
FALLS, OR 97601,  
Defendant.

Case No. 18CV22483

**WRIT OF EXECUTION**

TO THE KLAMATH COUNTY SHERIFF:

On January 29, 2019, a General Judgment of Foreclosure and Declaration of Amount Due by Default was entered by the KLAMATH 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: LAKEVIEW LOAN SERVICING, LLC 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 2219 RADCLIFFE AVE, KLAMATH FALLS, OR 97601 ("Subject Property"), and legally described as:

LOT 11, BLOCK 216 MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

1 The total amount due and owing on the Judgment as of February 4, 2019;

2 Judgment:	Principal	\$44,338.96
3 Pre-Judgment:	Interest(5.50%,\$5.68/day)	\$335.12 (12/2/2018 through 1/29/2019)
4	Attorney Fees	\$2,590.00
5	Costs	\$2,951.80
6	Prevailing Party Fee	\$ 300.00
7 Post-Judgment:	Interest(9%,\$12.52/day)	\$75.12 (1/30/2019 through 2/4/2019)
8	Attorney Fees	\$260.00
9	Costs	\$0.00

10 **TOTAL: \$50,851.00**

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

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

19  
 20 by John M. Powell (GCA)  
 21 Michelle Jones  
 22 2/16/19 Court Clerk

22 Presented by:  
 23 ALDRIDGE PITE, LLP  
 24  
 25 By: Katie Riggs  
 26 Katie Riggs, OSB #095861  
 of Attorneys for Judgment Creditor  
 (858) 750-7600 (503) 222-2260 (facsimile)  
[orecourtnotices@aldridgepite.com](mailto:orecourtnotices@aldridgepite.com)



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

LAKEVIEW LOAN SERVICING, LLC,

Plaintiff,

v.

THE ESTATE OF EUNICE WARD; RORI TAYLOR; GREG DOLLING; MARSHA L. ECCLES; UNKNOWN HEIRS, ASSIGNS AND DEVISEES OF EUNICE WARD; STATE OF OREGON DEPARTMENT OF HUMAN SERVICES; and ALL OTHER PERSONS OR PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE REAL PROPERTY COMMONLY KNOWN AS 2219 RADCLIFFE AVE, KLAMATH FALLS, OR 97601,

Defendants.

Case No. 18CV22483

**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 THE ESTATE OF EUNICE WARD; RORI TAYLOR; GREG DOLLING; UNKNOWN HEIRS, ASSIGNS AND DEVISEES OF EUNICE WARD; STATE OF OREGON DEPARTMENT OF HUMAN SERVICES; and ALL OTHER PERSONS OR PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE REAL PROPERTY COMMONLY KNOWN AS 2219 RADCLIFFE AVE, KLAMATH FALLS, OR 97601, the Stipulated Limited Dismissal of MARSHA L. ECCLES, the records on file herein, and pursuant to the Motion for General Judgment and Declaration of Amount Due by Default by Plaintiff LAKEVIEW LOAN SERVICING, LLC ("Plaintiff"),

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**IT IS HEREBY ADJUDGED:**

1. Plaintiff's security interest in the real property located at 2219 RADCLIFFE AVE, KLAMATH FALLS, OR 97601 ("Subject Property"), as evidenced by the Deed of Trust recorded August 11, 2009 in the official records of KLAMATH County as instrument number 2009-010788 ("Deed of Trust"), is a viable first priority lien, superior to the interests of all the Defendants. All rights, claims, ownerships, liens, titles and demands of all Defendants are subsequent to Plaintiff's lien as created by the Note and Deed of Trust. The Subject Property is legally described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

2. The Deed of Trust is foreclosed and upon entry of this Judgment the court administrator shall upon request of Plaintiff issue a writ of execution for the sale, by the Sheriff, in the manner provided by law;

3. Plaintiff has submitted a Declaration of Amount Due and is owed the total amount due under the Note and Deed of Trust and any future advances and/or fees that may be made or incurred pursuant to the terms of the Note and Deed of Trust up to the date of the execution sale. This amount is to be satisfied by sale of the Subject Property as directed under this Judgment;

4. Plaintiff is owed reasonable attorney fees plus the remaining flat rate fees for an uncontested execution on the Judgment, pursuant to the Note and Deed of Trust and ORCP Rule 68(C), which amount may be added to the outstanding obligation due and owing under the Note and Deed of Trust and recovered from the proceeds of the sheriff's sale. Pursuant to the Deed of Trust, these fees continue to accrue to the date of the execution sale. This amount to be satisfied by sale of the Subject Property as directed under this Judgment;

5. Plaintiff is owed costs of suit pursuant to the Note and Deed of Trust, ORCP Rule 68(A)(2) and ORS 20.115(4), which may be added to the outstanding obligation due and owing under the Note and Deed of Trust and recovered from the proceeds of the sheriff's sale. Pursuant to the Deed of Trust, these costs continue to accrue to the date of the execution sale. This

1 amount to be satisfied by sale of the Subject Property as directed under this Judgment;

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

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

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

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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: 1/11/2019

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

EXHIBIT "A"

LOT 11, BLOCK 216 MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS,  
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE  
COUNTY CLERK OF KLAMATH COUNTY, OREGON