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

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE FOR THE
REGISTERED HOLDERS OF MORGAN
STANLEY ABS CAPITAL I INC. TRUST
2007-NC3 MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES
2007-NC3,

Case No.: 18CV19493

GENERAL JUDGMENT OF
FORECLOSURE

Plaintiff,

vs.

TOD WILLIAMS AKA TOD NICHOLAS
WILLIAMS; STATE OF OREGON;
OCCUPANTS OF THE PROPERTY,

Defendants.

1.

THIS MATTER came before the Court on Plaintiff's motion.

All defendants ("Defaulted Defendants") were duly served with process and failed to appear; the default has been entered against Defaulted Defendants, and it appearing that Defaulted Defendants are not incapacitated, protected persons, respondents as defined in ORS 125.005, minors, or in the military service of the United States;

2.

IT IS HEREBY ADJUDGED that Plaintiff shall have judgment as follows:

- a. The real property to which this judgment relates is located and situated in Clatsop County, Oregon, and is commonly known as 79829 Highway 103, Seaside, OR 97138 (the "Subject Property"), legally described as shown in the attached *Exhibit 1*, and having APN/Parcel No. 3987, 3989, 3990.

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2 b. Plaintiff is entitled to enforce the note dated February 8, 2007 and made, delivered, and
3 executed by TOD WILLIAMS to NEW CENTURY MORTGAGE CORPORATION in the
4 amount of \$112,500.00 (the "Note"). The Note was transferred to Plaintiff by delivery of
5 possession and by indorsement set forth on the Note.

6 c. A deed of trust was made, executed, and delivered by Defendant TOD WILLIAMS on or
7 about February 8, 2007 (the "Deed of Trust"). The Deed of Trust was recorded on April 12,
8 2007 as Instrument No. 200703663 in the official records of Clatsop County, Oregon. The
9 Deed of Trust is a valid and perfected lien against all of the Property for and securing the
10 Amount Due. The lien of the Plaintiff is superior to any interest, lien, or claim of the
11 Defendants and shall remain in effect until issuance of a Sheriff's Deed.

12 d. The legal description included in the subject Deed of Trust is inaccurate and is not a true and
13 accurate description of the subject property. The legal description in the subject Deed of
14 Trust is therefore reformed to read the same as the attached *Exhibit 1*.

15 e. The Borrower failed to make the payment that was due for June 1, 2016 and has not cured
16 the default. The amount of debt secured by the Deed of Trust that is now due and owing is
17 comprised of the following amounts (the "Amount Due"):

18	a) Unpaid principal balance:	\$55,862.88
19	b) Deferred principal balance:	\$26,303.50
20	c) Prejudgment interest accruing from	
21	5/1/2016 through 10/15/2018 and	
22	continuing until the entry of	
23	judgment at the current Note rate of	
24	2.0%:	\$2,743.35
25	d) Additional amounts due under the	\$5,350.55
26	terms of the loan:	
27	e) Attorney fees and costs:	\$2,885.95
28	f) Prevailing party fee (ORS 20.190	\$85.00
	(1)(a)):	
	Total:	\$93,231.23

1 Pursuant to ORS 82.010 (2), post-judgment interest shall accrue on the Amount Due from the
2 date of entry of this judgment through the sale of the Subject Property at the rate of 9.00%
3 per annum.

- 4 f. The interest of the Defendants and any successor in interest in the Subject Property is
5 foreclosed and terminated excepting only any statutory right of redemption as provided by
6 Oregon law.
- 7 g. The Defendant is not entitled to a homestead exception as against Plaintiff's judgment.
- 8 h. All right, title and interest in the Subject Property that Defendant TOD WILLIAMS had as of
9 the date of the Deed of Trust or thereafter acquired is hereby ordered to be sold by the
10 Clatsop County Sheriff's Office in accordance with the process for sale upon execution, and
11 the proceeds of sale shall be applied:
- 12 1) First, to the costs of sale not incurred by Plaintiff;
 - 13 2) Second, to the Amount Due, plus post-judgment interest accruing from the date of
14 entry of judgment through the date of the sale and any incurred costs of sale;
 - 15 3) Third, the surplus, if any, to the Defendants in the priority as their interest may
16 appear, described *infra*, or to the clerk of the court to be distributed by the Court to
17 such party or parties as they may establish their right thereto.
- 18 i. Plaintiff may become purchaser at the sale of the Subject Property and, pursuant to ORS
19 18.936 (2), may credit bid up to the Amount Due, plus post-judgment interest accruing from
20 the date of entry of judgment through the date of the sale and any incurred costs of sale.
- 21 j. The purchaser at the sale is entitled to exclusive and immediate possession of the Subject
22 Property from and after the date of the sale and is entitled to such remedies as are available at
23 law or in equity to secure possession. The purchaser at the sale may apply to the Court for a
24 writ of assistance if any Defendant, other party, or other person shall refuse to surrender
25 possession to the purchaser immediately upon the purchaser's demand for possession.
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1 k. In the event the proceeds of sale are insufficient to pay the Amount Due, Plaintiff shall not be
2 entitled to any further or other judgment, including a judgment for the deficiency.

3 l. If, before the sale, the Amount Due is brought into court and paid to the clerk, the execution,
4 if issued, shall be recalled and the effect of the judgment as to the Amount Due shall be
5 terminated.

6 m. Pursuant to ORS 18.950 (4), the apparent priority of liens subsequent and inferior to the
7 Deed of Trust are as follows:

8 1) Defendant STATE OF OREGON may claim an interest in Subject Property by virtue
9 of a judgment entered on 09/09/2015 in the Circuit Court of Clatsop County, Case
10 No. 15CR05044.

Signed: 10/17/2018 05:56 PM



Circuit Court Judge Cindee S. Matyas

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18 I hereby certify that the requirements of UTCR 5.100 have been satisfied.

19 This proposed Judgment Of Foreclosure is ready for judicial signature because:

20 An order of default is being requested with this proposed judgment.
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1 Dated: 10/15/2018 and submitted by:

2 **McCarthy & Holthus, LLP**

3 s/ Brady Godbout for

4 Jeremy Clifford OSB No. 142987

5 Brady Godbout, OSB No. 132708

6 920 SW 3rd Ave, 1st Floor

7 Portland, OR 97204

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11 Of Attorneys for Plaintiff

EXHIBIT “1”

LEGAL DESCRIPTION

PARCEL NO. 1:

Beginning at the Southeast corner of Government Lot 1, Section 33, Township 5 North, Range 7 West, Willamette Meridian, in the County of Clatsop, State of Oregon;

thence West along the South line of said Section 33 a distance of 268 feet to the East line of County Road No. 155;
thence North along the East line of said county road a distance of 450 feet;
thence Northeasterly along the Easterly line of said county road to a point that is 700 feet North of the point of beginning;
thence South 700 feet, being along the East line of said Government Lot 1, Section 33 aforesaid, to the point of beginning.

EXCEPTING THEREFROM, however, the South 140 feet thereof, which said 140 feet is measured at right angles to the South line of said Section 33.

AND ALSO EXCEPTING THEREFROM such portion thereof heretofore conveyed to West Oregon Electric Cooperative, Inc. by Deed recorded June 28, 1955 in Book 231, page 467, Clatsop County Records.

AND FURTHER EXCEPTING THEREFROM the North 220 feet of the South 360 feet thereof as measured at right angles to the South line of Section 33.

PARCEL NO. 2:

Beginning at the Southwest corner of the East one-half of the Southwest quarter of Section 33, Township 5 North, Range 7 West, Willamette Meridian, in the County of Clatsop, State of Oregon;

thence North 312 feet to a point;
thence East 303 feet to a point;
thence South 312 feet to a point;
thence West 303 feet to the point of beginning.

EXCEPTING THEREFROM the following described portion thereof heretofore conveyed to Claude C. Manns, et ux by Deed recorded May 23, 1962 in Book 264, page 442, Clatsop County Records, described as follows:

A tract of land in the Southwest corner of the Southeast quarter of the Southwest quarter of Section 33, Township 5 North, Range 7 West, Willamette Meridian, described as follows:

Beginning at a point which is the Southwest corner of the Southeast quarter of the Southwest quarter of Section 33, Township 5 North, Range 7 West, Willamette Meridian;

thence running Easterly 140 feet along the South line of said Section 33 to a point;
thence parallel to the West line of said Southeast quarter of the Southwest quarter Northerly 142 feet to a point;
thence Westerly parallel to the South line of said Section 33, 140 feet to a point on the West line of said Southeast quarter of the Southwest quarter;
thence South 142 feet to the point of beginning, situated in Clatsop County, Oregon.

PARCEL NO. 3:

A tract of land in the Southwest corner of the Southeast quarter of the Southwest quarter of Section 33, Township 5 North, Range 7 West, Willamette Meridian, described as follows:

Beginning at a point which is the Southwest corner of the Southeast quarter of the Southwest quarter of Section 33, Township 5 North, Range 7 West, Willamette Meridian;

thence running Easterly 140 feet along the South line of said Section 33 to a point;
thence parallel to the West line of said Southeast quarter of the Southwest quarter Northerly 142 feet to a point;
thence Westerly parallel to the South line of said Section 33, 140 feet to a point on the West line of said Southeast quarter of the Southwest quarter;
thence South 142 feet to the point of beginning, situated in Clatsop County, Oregon

TOGETHER WITH an easement for ingress, egress, and utilities over the following described property:

The South 220 feet of the following described parcel:

LEGAL DESCRIPTION

(continued)

Beginning at the Southeast corner of Government Lot 1, Section 33, Township 5 North, Range 7 West, Willamette Meridian, in the County of Clatsop, State of Oregon;
thence West along the South line of said Section 33 a distance of 268 feet to the East line of County Road No. 155;
thence North along the East line of said county road a distance of 450 feet;
thence Northeasterly along the Easterly line of said county road to a point that is 700 feet North of the point of beginning;
thence South 700 feet, being along the East line of said Government Lot 1, Section 33 aforesaid, to the point of beginning.

EXCEPTING THEREFROM, however, the South 140 feet thereof, which said 140 feet is measured at right angles to the South line of said Section 33.

AND ALSO EXCEPTING THEREFROM such portion thereof heretofore conveyed to West Oregon Electric Cooperative, Inc., a corporation by Deed recorded June 28, 1955 in Book 231, page 467, Clatsop County Records; situated in Clatsop County, Oregon.