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

FIDELITY BANK,

Plaintiff,

vs.

RONALD R. PLANKENHORN, an individual; LILLIA J. PLANKENHORN, an individual; KEYBANK USA N.A., a Corporation; STATE OF OREGON, 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.

CASE NUMBER: 17CV20025

WRIT OF EXECUTION IN FORECLOSURE

TO: THE SHERIFF OF JACKSON COUNTY, OREGON:

1.

WHEREAS, on February 23, 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 R. PLANKENHORN, LILLIA J. PLANKENHORN, KEYBANK USA N.A., STATE OF OREGON and ALL OTHER PERSONS, PARTIES, OR OCCUPANTS UNKNOWN ("Defendants") had on January 26, 2002, the date of the foreclosed Deed of Trust which was recorded on February 11, 2002, as Instrument No. 02 07375 in the official records of the Jackson 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:	\$78,708.51
Pre-Judgment Interest from October 1, 2016 to January 11, 2018, the date set forth in the Judgment at 6.875%, per annum, (\$14.8252 per diem):	\$6,938.21
Lender's Fees and Costs:	\$5,207.67
Attorney's Fees and Costs:	\$3,314.95
Total Judgment Entered:	\$94,169.34

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1 **Additional Pre-Judgment Interest:**

2 Accrued Interest from January 12,
3 2018, the day after the date set forth in
4 the Judgment through February 23,
5 2018, the date of entry of the Judgment,
6 at Interest 6.875%, per annum (\$14.83
7 per diem): \$622.66

8
9 ***Total Judgment Entered Including***

10 ***Additional Pre-Judgment***

11 ***Interest:*** \$94,792.00

12 3.

13 Additionally, Plaintiff is entitled to the accrual of post-judgment interest on \$94,792.00 at the
14 legal rate of interest of 9% per annum, \$23.37 per diem, from February 24, 2018 to the date the real
15 property subject to the Judgment is sold by the County Sheriff at its foreclosure auction, plus costs of
16 this Writ, Sherriff's fees and sale costs, and all other recovered costs pursuant to law.

17 4.

18 The real property subject to this writ of execution is commonly known as 102 Elk Street,
19 Medford, OR 97501 ("Property") and described in Exhibit "1" attached hereto.

20 5.

21 The Judgment Creditor's name and address is:

22 Fidelity Bank
23 100 E. ENGLISH
24 WICHITA, KS 67202

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

Fidelity Bank
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: 2/7/2019 09:38 AM

Jannye Norman E

Submitted by:

Nathan F. Smith

Dated: 2/6/19

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

[REDACTED]

LEGAL DESCRIPTION

Commencing at a point which is 2264.51 feet South and 1149.27 feet West of the section corner common to Sections 11, 12, 13 and 14 in Township 37 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon, said point being on the Easterly right of way line of the North Pacific Highway No. 99, thence North 35° 02' West, along said easterly right of way line, 378.79 feet, thence South 89° 31' East 201.30 feet to the true point of beginning; thence North 0° 11' East 170.00 feet to the north line of tract described in Volume 285 Page 427 of the Deed Records of Jackson County, Oregon; thence South 89° 31' East 88.00 feet; thence South 0° 11' West 170.00 feet; thence North 89° 31' West 88.00 feet to the true point of beginning. EXCEPTING THEREFROM that portion conveyed to the City of Medford, Oregon, by deeds recorded in Volume 482 Pages 94 and 97 of the Deed Records of Jackson County, Oregon.

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

FIDELITY BANK,

Plaintiff,
vs.

RONALD R. PLANKENHORN, an individual; LILLIA J. PLANKENHORN, an individual; KEYBANK USA, N.A., a corporation; STATE OF OREGON, 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.

CASE NUMBER: 17CV20025

GENERAL JUDGMENT OF
FORECLOSURE AGAINST:

1. RONALD R. PLANKENHORN
2. LILLIA J. PLANKENHORN
3. KEYBANK USA, N.A.
4. STATE OF OREGON
5. ALL OTHER PERSONS,
PARTIES, OR OCCUPANTS UNKNOWN

1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record herein that Plaintiff, Fidelity Bank ("Plaintiff"), filed its Complaint for Foreclosure of Deed of Trust; that Defendants RONALD R. PLANKENHORN, LILLIA J. PLANKENHORN, KEYBANK USA, N.A., STATE OF OREGON, and ALL OTHER PERSONS, PARTIES, OR OCCUPANTS UNKNOWN ("Defendants") were duly served with the Summons and Complaint as required by law; that Defendants failed to appear, that an orders of defaults have been entered against them on

1 Plaintiff's Complaint, and that Plaintiff is entitled to entry of a General Judgment foreclosing
2 Plaintiff's deed of trust against the property commonly known as 102 Elk Street, Medford, OR
3 97501 ("Property") and extinguishing any and all interest of the Defendants in the Property and
4 replacing the Limited Judgment of Foreclosure entered on or about February 13, 2018.

5 2.

6 The Court being fully advised; it is hereby

7 ORDERED AND ADJUDGED that:

8 3.

9 Plaintiff is the holder of that certain promissory note ("Note"), dated January 26, 2002, in the
10 amount of \$98,400.00, and executed by RONALD R. PLANKENHORN and LILLIA J.
11 PLANKENHORN.

12 4.

13 The Note is secured by that certain deed of trust ("Deed of Trust") dated January 26, 2002
14 and executed by RONALD R. PLANKENHORN and LILLIA J. PLANKENHORN. The Deed of
15 Trust was recorded on February 11, 2002 under the recording number 02 07375 of the Official
16 Records of Jackson County, Oregon, against the Property, which is legally described as: See Exhibit
17 "1" attached hereto. ("Property") and constitutes a valid lien against the Property.

18 5.

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

21 6.

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

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7.

A judgment of foreclosure in the amount of \$94,169.34 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 disbursed to such party or parties as may establish their right thereto.

9.

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

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 the Amount Owed and paid from the proceeds from the sale of the Property.

11.

Defendants and all parties claiming an interest in the Property as purchasers, encumbrancers, or otherwise, are forever barred and foreclosed of all interests, liens, or claims in the Property and every portion thereof, excepting only any statutory right of redemption provided by the laws of the State of Oregon and any and all rights reserved to State of Oregon and KeyBank USA, N.A. under the Stipulation and Consent to Entry of Order Foreclosing Interest of State of Oregon and KeyBank USA, N.A., entered by the Court on November 8, 2017.

12.

Defendants RONALD R. PLANKENHORN and LILLIA J. PLANKENHORN are not entitled to a homestead exemption in the Property.

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13.

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

14.

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

15.

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

16.

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

17.

This suit does not constitute an attempt to collect the debt against Defendants RONALD R. PLANKENHORN, LILLIA J. PLANKENHORN, KEYBAK USA, N.A, STATE OF OREGON and/or ALL OTHER PERSONS, PARTIES OR OCCUPANTS UNKNOWN. Rather, it is a suit to execute upon the Property as security for the Amount Owed.

18.

The Limited Judgment of Foreclosure Against Ronald R. Plankenhorn, Lillia J. Plankenhorn, and All Other Persons, Parties, or Occupants entered by the Court on or about February 13, 2018 shall be supplemented and replaced by this General Judgment of Foreclosure.

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5. Post-Judgment Interest:

Simple interest to accrue on \$94,169.34 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 \$3,314.95 in attorney's fees and costs is made.

Signed: 2/23/2018 02:08 PM



Circuit Court Judge Ron D. Grensky

Submitted by:



Dated: 2/15/18

✓ Nathan E. Smith, OSB #120112
Grant E. Courtney, OSB #170159
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

EXHIBIT "A"
LEGAL DESCRIPTION

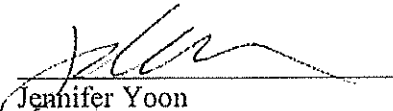
Commencing at a point which is 2264.51 feet South and 1149.27 feet West of the section corner common to Sections 11, 12, 13 and 14 in Township 37 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon, said point being on the Easterly right of way line of the North Pacific Highway No. 99, thence North 35° 02' West, along said easterly right of way line, 378.79 feet, thence South 89° 31' East 201.30 feet to the true point of beginning; thence North 0° 11' East 170.00 feet to the north line of tract described in Volume 285 Page 427 of the Deed Records of Jackson County, Oregon; thence South 89° 31' East 88.00 feet; thence South 0° 11' West 170.00 feet; thence North 89° 31' West 88.00 feet to the true point of beginning. EXCEPTING THEREFROM that portion conveyed to the City of Medford, Oregon, by deeds recorded in Volume 482 Pages 94 and 97 of the Deed Records of Jackson County, Oregon.

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: February 15, 2018

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

CERTIFICATE OF SERVICE

I hereby certify that I have served a true copy of the foregoing
GENERAL JUDGMENT OF FORECLOSURE

on the below named individual(s) by mailing a copy in a sealed postage paid envelope addressed as set forth below and deposited in the U.S. Mail at Irvine, California:

RONALD R. PLANKENHORN
C/O FAYE WEISLER
225 WEST MAIN STREET
MEDFORD, OR 97501

LILLIA J. PLANKENHORN
C/O FAYE WEISLER
225 WEST MAIN STREET
MEDFORD, OR 97501

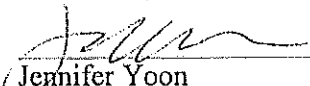
STATE OF OREGON
ATTN: BYRON D. HADLEY
1162 COURT STREET NE
SALEM, OR 97301

KEY BANK NATIONAL ASSOCIATION
C/O RCO LEGAL, P.C.
511 SW 10TH AVE., SUITE 400
PORTLAND, OR 97205

ALL OTHER PERSONS, PARTIES OR OCCUPANTS UNKNOWN
102 ELK STREET
MEDFORD, OR 97501

DATED: 2-15-2018

MALCOLM ♦ CISNEROS, A Law Corporation


Jennifer Yoon
MALCOLM ♦ CISNEROS, A Law Corporation
2112 Business Center Drive, Second Floor
Irvine, California 92612
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