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

QUICKEN LOANS INC.,

Plaintiff,

v.

PATRICK K. HAWKINS; RUTH E.
HAWKINS; OREGON AFFORDABLE
HOUSING ASSISTANCE CORPORATION;
CONSOLIDATED COMMUNITY CREDIT
UNION; OREGON DEPARTMENT OF
REVENUE and ALL OTHER PERSONS OR
PARTIES UNKNOWN CLAIMING ANY
RIGHT, TITLE, LIEN, OR INTEREST IN
THE REAL PROPERTY COMMONLY
KNOWN AS 182 WINEGAR AVE E,
MONMOUTH, OR 97361,

Defendant.

Case No. 18CV38965

WRIT OF EXECUTION

TO THE POLK COUNTY SHERIFF:

On January 29, 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: QUICKEN LOANS INC. 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 182 WINEGAR AVE E, MONMOUTH, OR 97361 ("Subject Property"), and legally described as:

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

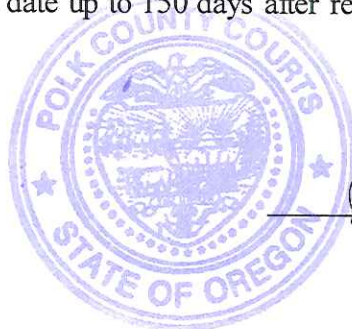
1 The total amount due and owing on the Judgment as of February 4, 2019;

2 Judgment:	Principal	\$95,059.06
3 Pre-Judgment:	Interest(4.875%,\$11.75/day)	\$329.00 (1/2/2019 through 1/29/2019)
4	Attorney Fees	\$ 2,745.00
5	Costs	\$ 2,261.94
6	Prevailing Party Fee	\$ 300.00
7 Post-Judgment:	Interest(9%,\$24.90/day)	\$ 149.42 (1/30/2019 through 2/4/2019)
8	Attorney Fees	\$305.00
9	Costs	\$0.00

10 **TOTAL: \$101,149.42**

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.



Signed: 2/11/2019 10:12 AM

Debra M. Dupras

JSSII Debora M. Dupras

22 Presented by:
23 ALDRIDGE PITE, LLP

24 By: *Katie Riggs*
25 Katie Riggs, OSB #095861
26 of Attorneys for Judgment Creditor
(858) 750-7600 (503) 222-2260 (facsimile)
orecourtnotices@aldridgepite.com

Page 2 – WRIT OF EXECUTION

Aldridge Pite, LLP
111 SW Columbia Street, Suite 950
Portland, OR 97201
(858) 750-7600

EXHIBIT "A"

LOT 4, BLOCK 4, WINEGAR ADDITION NO. 2, IN THE CITY OF MONMOUTH, COUNTY OF POLK AND STATE OF OREGON.

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

QUICKEN LOANS INC.,

Plaintiff,

v.

PATRICK K. HAWKINS; RUTH E.
HAWKINS; OREGON AFFORDABLE
HOUSING ASSISTANCE CORPORATION;
CONSOLIDATED COMMUNITY CREDIT
UNION; OREGON DEPARTMENT OF
REVENUE and ALL OTHER PERSONS OR
PARTIES UNKNOWN CLAIMING ANY
RIGHT, TITLE, LIEN, OR INTEREST IN
THE REAL PROPERTY COMMONLY
KNOWN AS 182 WINEGAR AVE E,
MONMOUTH, OR 97361,

Defendants.

Case No. 18CV38965

**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 PATRICK K. HAWKINS;
RUTH E. HAWKINS; OREGON AFFORDABLE HOUSING ASSISTANCE
CORPORATION; CONSOLIDATED COMMUNITY CREDIT UNION; OREGON
DEPARTMENT OF REVENUE and ALL OTHER PERSONS OR PARTIES UNKNOWN
CLAIMING ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE REAL PROPERTY
COMMONLY KNOWN AS 182 WINEGAR AVE E, MONMOUTH, OR 97361, the records on
file herein, and pursuant to the Motion for General Judgment and Declaration of Amount Due by
Default by Plaintiff QUICKEN LOANS INC. ("Plaintiff"),

IT IS HEREBY ADJUDGED:

1. Plaintiff's security interest in the real property located at 182 WINEGAR AVE E,

1 MONMOUTH, OR 97361 ("Subject Property"), as evidenced by the Deed of Trust recorded
2 September 10, 2013 in the official records of POLK County as instrument number 2013-009786
3 ("Deed of Trust"), is a viable first priority lien, superior to the interests of all the Defendants. All
4 rights, claims, ownerships, liens, titles and demands of all Defendants are subsequent to
5 Plaintiff's lien as created by the Note and Deed of Trust. The Subject Property is legally
6 described as follows:

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

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

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

15 4. Plaintiff is owed reasonable attorney fees plus the remaining flat rate fees for an
16 uncontested execution on the Judgment, pursuant to the Note and Deed of Trust and ORCP Rule
17 68(C), which amount may be added to the outstanding obligation due and owing under the Note
18 and Deed of Trust and recovered from the proceeds of the sheriff's sale. Pursuant to the Deed of
19 Trust, these fees continue to accrue to the date of the execution sale. This amount to be satisfied
20 by sale of the Subject Property as directed under this Judgment;

21 5. Plaintiff is owed costs of suit pursuant to the Note and Deed of Trust, ORCP Rule
22 68(A)(2) and ORS 20.115(4), which may be added to the outstanding obligation due and owing
23 under the Note and Deed of Trust and recovered from the proceeds of the sheriff's sale. Pursuant
24 to the Deed of Trust, these costs continue to accrue to the date of the execution sale. This
25 amount to be satisfied by sale of the Subject Property as directed under this Judgment;

26 6. Plaintiff is owed the prevailing party fee of \$300.00, this amount to be satisfied by
Page 2 – GENERAL JUDGMENT AND DECLARATION OF AMOUNT DUE BY DEFAULT

1 sale of the Subject Property as directed under this Judgment.

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

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

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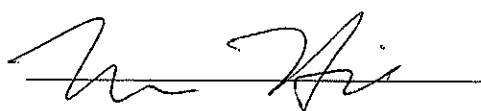
DECLARATION OF AMOUNT DUE BY DEFAULT

(PURSUANT TO SB 368, THIS IS A JUDGMENT OF FORECLOSURE AND DOES NOT CONSTITUTE A MONEY AWARD AGAINST ANY DEFENDANT)

1. The total amount of the unpaid principal balance, interest, and other amounts owed is \$95,059.06.
2. Simple interest at the variable rate currently at 4.875% (\$11.75 *per diem*) after 1/1/2019, through the date of judgment.
3. Attorney fees of \$2,745.00, plus \$305.00, through the date of sale.
4. Costs of \$2,261.94, plus costs accrued through the date of sale.
5. Prevailing party fee: \$300.00.
6. Post-judgment interest thereafter on the total judgment amount above, #1-5, at the contract rate of interest or 9.000% per annum, whichever is greater, through the date of sale.

IT IS SO ADJUDGED

Signed: 1/28/2019 10:30 AM



Circuit Court Judge Norm R. Hill

CERTIFICATE OF READINESS

This proposed Order or Judgment is ready for judicial signature because:

1. Each party affected by this order or judgment has stipulated to the order or judgment, as shown by each party's signature on the document being submitted.
2. Each party affected by this order or judgment has approved the order or judgment, as shown by each party's signature on the document being submitted or by written confirmation of approval sent to me.
3. I have served a copy of this order or judgment on all parties entitled to service and:
 - a. No objection has been served on me;
 - b. I received objections that I could not resolve with a party despite reasonable efforts to do so. I have filed a copy of the objections I received and indicated

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which objections remain unresolved.

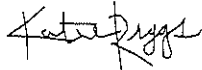
c. After conferring about objections, [**role and name of objecting party**] agreed to independently file any remaining objection.

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: 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 4, BLOCK 4, WINEGAR ADDITION NO. 2, IN THE CITY OF MONMOUTH, COUNTY OF POLK AND STATE OF OREGON.

CONTINUED TM # 180352923

INSTRUMENT: 2001-017134

NOTE: TRANSFER AUTHORIZED BY THE STIPULATED JUDGMENT IN POLK COUNTY CIRCUIT COURT
CASE #01P2406

CHAIN OF TITLE:

SPECIAL WARRANTY

GRANTOR:

GRANTEE:

DATED:

**RECORDED:
INSTRUMENT NO:**

BOOK:

PAGE:

NOTES: NOTE: THERE ARE NO CONVEYANCES AFFECTING SAID LAND, RECORDED WITHIN TWENTY FOUR (24) MONTHS OF THE DATE OF THIS REPORT.

MORTGAGE/DEED OF TRUST INFORMATION:

DEED OF TRUST

LENDER/MORTGAGEE: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., A SEPARATE CORPORATION THAT IS ACTING SOLELY AS A NOMINEE FOR QUICKEN LOANS INC., AND LENDER'S SUCCESSORS AND ASSIGNS

TRUSTEE: PACIFIC NORTHWEST COMPANY OF OREGON, INC.

BORROWER/MORTGAGOR: PATRICK K. HAWKINS AND RUTH E. HAWKINS, HUSBAND AND WIFE

DATED: 08/29/2013

RECORDED: 09/10/2013

BOOK:

PAGE:

INSTRUMENT NO: 2013-009786

AMOUNT: \$95,450.00

ASSIGNMENT

ASSIGNOR:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR QUICKEN LOANS INC

ASSIGNEE:

QUICKEN LOANS INC.

DATED:

10/24/2016

RECORDED:

11/16/2016

INSTRUMENT NO:

2016-012807

MORTGAGE

LENDER/MORTGAGEE: OREGON AFFORDABLE HOUSING ASSISTANCE CORPORATION

BORROWER/MORTGAGOR: RUTH E. HAWKINS AND PATRICK K. HAWKINS

DATED: 03/28/2017

RECORDED: 05/09/2017

BOOK:

PAGE:

INSTRUMENT NO: 2017-005519

AMOUNT: \$40,000.00

VOLUNTARY/INVOLUNTARY LIENS:

UCC FINANCING STATEMENT

PLAINTIFF/EXECUTED BY:

CONSOLIDATED COMMUNITY CREDIT UNION

DEFENDANT/REPORTED

RUTH ELIZABETH HAWKINS

OWNER/DEBTOR:

RECORDED: 10/10/2013

INSTRUMENT NO: 2013-010865

NOTE: NONE

NOTICE OF LIEN RECORDING FOR SENIOR CITIZENS' PROPERTY TAX DEFERRAL

CERTIFICATE #

L1919650304

PLAINTIFF/EXECUTED BY:
DEFENDANT/REPORTED
OWNER/DEBTOR:
DATED: 07/07/2016
RECORDED: 07/12/2016

OREGON DEPARTMENT OF REVENUE
RUTH E HAWKINS AND PATRICK K HASKINS

INSTRUMENT NO: 2016-007532 AMOUNT: \$79,584.00

NOTE: NONE

STATE TAX LIENS:

NONE

FEDERAL TAX LIENS

NONE

Order#: 180352923

DISCLAIMER- LIABILITY LIMITATION TO AMOUNT OF FEE PAID FOR REPORT.

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT ARE OUTSIDE THE SCOPE OF THE REPORT. COMPANY IS NOT RESPONSIBLE FOR ANY INDEXING ERRORS OR OMISSIONS.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT **THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS FOR ANY AND ALL DAMAGES, REGARDLESS OF THE TYPE OF DAMAGES, SHALL NOT EXCEED THE LIMITS AGREED UPON, WHICH ARE CONTAINED IN THE CUSTOMER AGREEMENT, STATEMENT OF WORK, COMMITMENT OF SERVICES OR ANY OTHER FORM OF AGREEMENT BETWEEN YOU AND THE COMPANY, WHICH MAY EXCLUSIVELY BE CONTAINED IN THIS DISCLAIMER.**

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

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DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE, OR TRUSTEE SALE GUARANTEE, AS APPLICABLE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED. **DIVORCE CASES, BANKRUPTCY CASES, AND PROBATE CASES ARE NOT EXAMINED AND MUST BE REVIEWED BY AN ATTORNEY.**

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

EXHIBIT "A"

LOT 4, BLOCK 4, WINEGAR ADDITION NO. 2, IN THE CITY OF MONMOUTH, COUNTY OF POLK AND STATE OF OREGON.

SERVICELINK TITLE AGENCY, INC.
3220 El Camino Real, Irvine CA 92602
(714) 247-7000 • (800) 323-0165

TRANSMITTAL

ADDENDUM TO REPORT – COURTESY MAILING LIST

DATE: 08/08/2018
TO: ALDRIDGE | PITE, LLP (FKA PITE DUNCAN,
LLP)
4375 JUTLAND DR
SAN DIEGO, CA 92117
ATTN: TRACY DONALDSON
REF. NO.: 001509-000239
ORDER NO.: 180352923

PLEASE FIND ENCLOSED HEREWITH ITEMS CHECKED BELOW:

- CERTIFIED COPY
- ENDORSEMENT
- SUPPLEMENTAL REPORT
- NATIONAL COURTESY MAILING LIST



MIKE SCOTT, TITLE OFFICER



SERVICELINK TITLE AGENCY, INC.
3220 El Camino Real, Irvine CA 92602
(714) 247-7000 • (800) 323-0165

TRUSTEE NO: 001509-000239

REFERENCE NO: 180352923

COURTESY MAILINGS LIST

PATRICK K HAWKINS
182 WINEGAR AVE E
MONMOUTH, OR 97361
(TRUSTOR)

RUTH E HAWKINS
182 WINEGAR AVE E
MONMOUTH, OR 97361
(TRUSTOR)

CONSOLIDATED COMMUNITY CREDIT UNION (CCCU)
1825 NE GLISAN
PORTLAND, OR 97232
(REFERS TO ITEM(S))

OREGON DEPARTMENT OF REVENUE
C/O PROPERTY TAX DIVISION, DEFERRAL UNIT
PO BOX 14380
SALEM, OR 97309-5075
(REFERS TO ITEM(S))

OREGON DEPARTMENT OF REVENUE
955 CENTER ST NE
SALEM, OR 97301-2555
(REFERS TO ITEM(S))

OREGON DEPARTMENT OF REVENUE
C/O POLK COUNTY CLERK POLK COUNTY COURTHOUSE
850 MAIN ST., RM. 201
DALLAS, OR 97338-3179
(REFERS TO ITEM(S))

OREGON AFFORDABLE HOUSING ASSISTANCE CORPORATION
725 SUMMER STREET NE, SUITE B
SALEM, OR 97301-1266
(REFERS TO ITEM(S))

DISCLAIMER

- THIS MAILING LIST IS PROVIDED AS A COURTESY. THE CONTENTS HEREIN ARE NOT COVERED UNDER AN INSURANCE/ASSURANCE PROVIDED UNDER A TRUSTEES SALE GUARANTEE.
- THE PROVISIONS OF THIS COURTESY MAILING LIST DO NOT PROVIDE FOR NOTIFICATION OF ANY BANKRUPTCY PROCEEDING THAT IS NOT DISCLOSED BY THE ACTS THAT WOULD AFFORD NOTICE AS TO SAID LAND, PURSUANT TO TITLE 11 U.S.C. 549 (C) OF THE BANKRUPTCY CODE OF 1978, AS AMENDED.
- THIS COURTESY MAILING LIST IS AN ADDENDUM TO THE UNINSURED TITLE REPORT ("REPORT") PROVIDED FOR THE SAME ADDRESS. AS SUCH, ALL TERMS AND CONDITIONS, INCLUDING ANY DISCLAIMERS IN THE REPORT ARE INCORPORATED HEREIN BY REFERENCE.

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