

PD \$ 45  
CER \$ 5  
\$ 2.75  
+ \$ .50

Court clerk has not verified the figures in this writ. If you have questions regarding this writ, please contact your legal counsel, the issuing attorney, or company. Debtor may contest this writ by filing a claim of exception.

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

U.S. BANK N.A., IN ITS CAPACITY AS TRUSTEE FOR THE REGISTERED HOLDERS OF HOME EQUITY ASSET TRUST 2006-2, HOME EQUITY PASS-THROUGH CERTIFICATES, SERIES 2006-2,

Plaintiff,

v.

ROMAN MAGAC; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.; AMERICAN MORTGAGE EXPRESS FINANCIAL DBA MILLENNIUM FUNDING GROUP, A CORPORATION; CITY OF PORTLAND, BUREAU OF DEVELOPMENT SERVICES; LARISA GONCHARUK; CACH, LLC; PERSONS OR PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE PROPERTY DESCRIBED IN THE COMPLAINT HEREIN,

Defendants.

Case No.: 1211-14744

WRIT OF EXECUTION IN FORECLOSURE

2019 APR 19 AM 10:09

**TO THE MULTNOMAH COUNTY SHERIFF:**

A Judgment of Foreclosure was entered and docketed in this case on June 10, 2014. A true copy of the Judgment is attached hereto. The Judgment was entered in favor of the Plaintiff:

1 U.S. BANK N.A., IN ITS CAPACITY AS TRUSTEE FOR THE REGISTERED  
2 HOLDERS OF HOME EQUITY ASSET TRUST 2006-2, HOME EQUITY PASS-  
3 THROUGH CERTIFICATES, SERIES 2006-2

4 c/o Jeremy Clifford  
5 Attorney for Plaintiff  
6 McCarthy & Holthus, LLP  
7 920 SW 3rd Ave, 1st Floor  
8 Portland, OR 97204

9 With the adjudicated amount due of \$262,457.51, plus pre judgment interest at the per diem of  
10 \$31.79 from April 5, 2014 to June 10, 2014 in the amount of \$2,098.14, plus post judgment  
11 interest at the statutory rate of 9.0% per annum from June 10, 2014 to February 7, 2019 in the  
12 amount of \$111,091.63, and continuing with a per diem of \$65.23, totaling \$375,647.28.

13 **NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON**, you are  
14 hereby commanded to sell, in the manner prescribed by law for the sale of real property on  
15 execution (subject to redemption of 180 days), all of the interest that the Defendant had on or  
16 about September 6, 2005, the date of the Deed of Trust, and also the interest that the Defendant  
17 had thereafter, in the real property described in the attached *Exhibit 1*, APN/Parcel #: R315418  
18 and commonly known as: 2812 NE Bryant St, Portland, OR 97211.

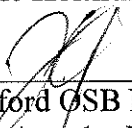
19 Sale of the property is to satisfy the sum listed above, plus the costs incurred in  
20 performing this Writ. Pursuant to ORS 18.872, you are authorized to continue execution under  
21 the writ and delay making a return on the writ to no later than 150 days from receipt of the writ.  
22 You are to make the return within 60 days after you receive this Writ. Should the sale be  
23 continued, the writ may be automatically extended for 30 days.



3/22/19

2/5/19  
1 Dated: ~~5, 2019~~ and submitted by:

2 **McCarthy & Holthus, LLP**

3  
4   
5 \_\_\_\_\_  
6 Jeremy Clifford OSB No. 142987  
7 920 SW 3rd Ave, 1st Floor  
8 Portland, OR 97204  
9 Phone: (971) 201-3200  
10 Fax: (971) 201-3202  
11 jclifford@mccarthyholthus.com  
12 Of Attorneys for Plaintiff  
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## EXHIBIT 1

A tract of land in the Northwest quarter of Section 13, Township 1 North, Range 1 East of the Willamette Meridian, Inthe City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a point on the East line of Irvington Park which is 5 feet South of its intersection with the center line of N.E. Bryant Street, being also the Northwest corner of the tract conveyed to Harold E. Andrew, Jr., et ux, by deed recorded June 5, 1956, in Book 1787, Page 488, Deed Records; thence Southeasterly along the Northerly line of said Andrew tract 61.4 feet to an angle corner; thence Southeasterly along the Northeasterly line of said Andrew tract 64 feet to the Northeast corner of said Andrew tract; thence North along the West line of the tract of land conveyed to Louis Kerekes et ux, by deed recorded January 25, 1956 in Book 1766, Page 250, Deed Records, 10 feet to the Northwest corner of said Kerekes tract; thence East along the North line of said Kerekes tract 34.66 feet to the Southwest corner of the tract conveyed to Philip E. Pitzer et ux, by deed recorded February 27, 1956, in Book 1771, Page 197, Deed Records; thence North along the West line of said Pitzer tract 60 feet to the Northwest corner of said Pitzer tract; thence Northwesterly along the Southwesterly line and its Southeasterly extension of that tract of land conveyed to Carl F. Nitz, et ux, by deed recorded February 5, 1965 in Book 226, Page 103, Deed Records 13 feet; thence Westerly 122.4 feet on a line that would intersect the East line of Irvington Park at a point which is 5 feet North of its Intersection with the center line of N.E. Bryant Street; thence South along said East line 10 feet to the point of beginning. Except that portion thereof that lies South of a Westerly extension of the North line of the tract of land conveyed to Louis Kerekes et ux, by deed recorded January 25, 1956 in Book 1766, Page 250, Deed Records.

Verified Correct Copy of Original 5/29/2014

14 MAY 29 AM 9:16  
FILED

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

U.S. BANK N.A., IN ITS CAPACITY AS  
TRUSTEE FOR THE REGISTERED HOLDERS  
OF HOME EQUITY ASSET TRUST 2006-2,  
HOME EQUITY PASS-THROUGH  
CERTIFICATES, SERIES 2006-2,

Plaintiff,

v.

ROMAN MAGAC; MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.; AMERICAN  
MORTGAGE EXPRESS FINANCIAL DBA  
MILLENNIUM FUNDING GROUP, A  
CORPORATION; LARISA GONCHARUK;  
CITY OF PORTLAND, BUREAU OF  
DEVELOPMENT SERVICES; CACH, LLC;  
PERSONS OR PARTIES UNKNOWN  
CLAIMING ANY RIGHT, TITLE, LIEN OR  
INTEREST IN THE PROPERTY DESCRIBED  
IN THE COMPLAINT HEREIN,

Defendants.

NO. 1211-14744

STIPULATED GENERAL JUDGEMENT

MONEY AWARD AS TO:

- 1) ROMAN MAGAC

JUDGMENT OF FORECLOSURE AS TO:

- 1) ROMAN MAGAC
- 2) CITY OF PORTLAND, BUREAU OF DEVELOPMENT SERVICES
- 3) MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
- 4) AMERICAN MORTGAGE EXPRESS FINANCIAL DBA MILLENNIUM FUNDING GROUP, A CORPORATION
- 5) LARISA GONCHARUK
- 6) CACH, LLC

1.

THIS MATTER came before the Court upon the stipulation of the parties herein. Plaintiff U.S. BANK N.A., IN ITS CAPACITY AS TRUSTEE FOR THE REGISTERED HOLDERS OF HOME EQUITY ASSET TRUST 2006-2, HOME EQUITY PASS-THROUGH CERTIFICATES, SERIES 2006-2 ("Plaintiff") and Defendant CITY OF PORTLAND, BUREAU OF DEVELOPMENT SERVICES ("Stipulating Defendant" or "City"), (collectively the "Parties") have

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1 settled all matters between themselves within this action and agreed to the entry of this Stipulated  
2 General Judgment. Defendant MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.;  
3 AMERICAN MORTGAGE EXPRESS FINANCIAL DBA MILLENNIUM FUNDING; LARISA  
4 GONCHARUK; CITY OF PORTLAND, BUREAU OF DEVELOPMENT SERVICES; and CACH,  
5 LLC (the "Defaulted Defendants") were duly served with process and failed to appear; the default has  
6 been entered against the Defaulted Defendant, and it appearing that the Defaulted Defendants are not  
7 incapacitated, a protected persons, a respondent as defined in ORS 125.005, a minor, or in the  
8 military service of the United States Defendant ("Stipulating Defendant" and "Defaulted Defendants")  
9 are collectively referred to as "Defendants" hereinafter). PERSONS OR PARTIES UNKNOWN  
10 CLAIMING ANY RIGHT, TITLE, LIEN OR INTEREST IN THE PROPERTY DESCRIBED IN  
11 THE COMPLAINT HEREIN was previously dismissed from this action as provided by the record  
12 and file herein.

13  
14 2.

15 The Parties acknowledge that a dispute has arisen concerning the subject matter of this  
16 Complaint, and as a result, the Parties desire to fully resolve the dispute under the terms and  
17 conditions of this Judgment of Foreclosure.

18 **STIPULATED FINDINGS OF FACT:**

19 3.

20 PROMISSORY NOTE: Plaintiff is the holder of a promissory note (the "Note") made,  
21 executed and delivered by Roman Magac (the "Borrower"), which is secured by a deed of trust (the  
22 "Deed of Trust") encumbering real property commonly known as 2812 NE Bryant Street, Portland,  
23 OR 97211, in Multnomah County, Oregon (the "Property" or "Subject Property").

24 4.

25 SUBJECT PROPERTY: The Property is legally described as follows:

26 *See Exhibit A, attached hereto*

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12.

PLAINTIFF ENTITLED TO FORECLOSURE: Based upon Borrower's default and Plaintiff's acceleration of the Loan, Plaintiff is entitled to a Money Award to be satisfied by foreclosure. The proceeds of sale shall be applied first toward the costs of sheriff's foreclosure sale of the Property; sheriff's fees; then toward the satisfaction of Plaintiff's Money Award; and should any sale proceeds remain, to the clerk of the court to be disbursed to whomever may be lawfully entitled thereto.

**OTHER TERMS**

13.

NO MONEY JUDGMENT AGAINST CITY: That no money judgment will be entered against the City as a result of this action.

14.

COMPLETE AGREEMENT: The terms of this stipulation and judgment contain the entire agreement between the Parties and supersede any and all other agreements, either oral or written, between the Parties. However, any supplemental judgment, which this judgment anticipates, may supplement terms and conditions to this judgment where they are not in conflict.

15.

CONTINUING JURISDICTION OF THE COURT. The Court in this action shall retain jurisdiction over both parties to enforce all of the provisions of this Judgment.

**STIPULATED GENERAL JUDGMENT:**

16.

Premised upon the stipulations of the Plaintiff and the Stipulating Defendant, the Default Order entered against Defaulted Defendants, and the records and files herein, the Court being fully advised and finding good cause exists so that this General Judgment may be entered in this matter, IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff shall have judgment as follows:



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1. A money judgment for foreclosure shall be granted against Defendant Roman Magac as provided by the Money Award below.
2. Plaintiff's lien is a valid first lien upon the Subject Property and that lien is superior to any interest, lien or claim of the all Defendants herein.
3. Plaintiff's lien is foreclosed and the Property shall be sold at a foreclosure sale by the Multnomah County Sheriff in the manner provided by law, and the proceeds thereof are to be applied first toward the costs of sale; then toward the satisfaction of Plaintiff's judgment awarded herein; and the surplus, if any, to such party or parties as may establish their right thereto.
4. Any increased interest and 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 security, together with interest thereon from the date of payment may also be added to the judgment and paid from the sale of the Property.
5. All Defendants, and all persons claiming by, through, or under them, as purchasers, encumbrancers, or otherwise, are adjudged inferior and subordinate to Plaintiff and are forever foreclosed of all interest, lien, or claim in the real property described above and every portion thereof, excepting only any statutory right of redemption as Defendants may have therein.
6. Plaintiff, the City, or any other party to this suit may become the purchaser at the sale of the real property. The purchaser is entitled to exclusive possession of the real property from and after the date of sale and is entitled to such remedies as are available at law to secure possession, including a writ of assistance, if Defendants or any other party or person shall refuse to surrender possession to the purchaser immediately on the purchaser's demand for possession.
7. Plaintiff may credit bid up to the amount of its judgment together with accruing interest and any accruing costs paid by the Plaintiff.

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- 8. Plaintiff shall not be entitled to further execute upon any amounts of the money judgment remaining unsatisfied by the proceeds of the foreclosure sale nor be entitled to a deficiency judgment against the Stipulating Defendants for such deficient amounts.
- 9. This Court shall retain jurisdiction to enter such additional order, judgment or decree necessary for the purchaser at the foreclosure sale to obtain possession.
- 10. This Judgment shall inure to the benefit of Plaintiff and Stipulating Defendants, their successors and/or assigns.

**MONEY AWARD:**

- a. Judgment Creditor: U.S. BANK N.A., IN ITS CAPACITY AS TRUSTEE FOR THE REGISTERED HOLDERS OF HOME EQUITY ASSET TRUST 2006-2, HOME EQUITY PASS-THROUGH CERTIFICATES, SERIES 2006-2
- b. Judgment Creditor's Address: c/o Robinson Tait, P.S. (see (e.))
- c. Judgment Creditor's Date of Birth: N/A
- d. Attorney for Judgment Creditor: Matt Booth, OSB# 082663
- e. Attorney for Judgment Creditor's Address and Phone No.: 710 Second Avenue, Suite 710  
Seattle, WA 98104  
[206-676-9640]
- f. Judgment Debtor #1 name: *Judgment Debtor*  
Roman Magac
- Judgment Debtor #2 name: N/A
- g. Judgment Debtors' Address: 2812 NE Bryant Street,  
Portland, OREGON, 97211
- h. Judgment Debtor's date of birth N/A
- i. Judgment Debtor's SS No. N/A
- j. Judgment Debtor's driver's lic. No. N/A

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- k. Attorney for Judgment Debtor: N/A  
None.
- m. Other Persons Entitled to Payment:  
Address: N/A
- n. Judgment Principal Amount: \$150,107.25
- o. Pre-Judgment Interest as of April 4,  
2014 (\$31.79 per diem): \$65,798.77
- p. Post-Judgment Interest shall accrue  
at 9.0% (per ORS 82.010) per  
annum, from the date of the  
judgment (Per diem: \$37.01 ):
- q. Other Amounts Due Under Terms of  
Loan:
  - + Escrow advances: \$33,871.74
  - + Accumulated late charges: \$102.41
  - + Property inspection charges: \$304.50
  - + Property preservation charges: \$6,558.06
  - + Property appraisal/BPO: \$1,430.00
  - + Certified Mail Costs: \$22.44
  - + Fees \$436.52
- r. Litigation Expenses, Costs and  
Disbursements:
  - + Filing fees awarded: \$505.00
  - + Service fees awarded: \$670.82
  - + Recording fees awarded: \$163.00
  - + Writ Fee: \$37.00
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Verified Correct Copy of Original 5/29/2014.

1 s. Attorney fees awarded: \$2,450.00

2 Total Judgment (Money Award): \$262,457.51

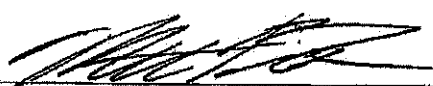
3 IT IS SO STIPULATED:

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5 Dated: ~~29~~<sup>29</sup> day of May, 2014

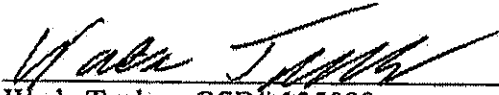
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9 CIRCUIT COURT JUDGE

10 Stipulated to by:

11 Robinson Tait, P.S.

12   
13 \_\_\_\_\_  
14  Matthew Booth, OSB #082663  
15  Craig Peterson, OSB#120365  
16  Nicolas Daluiso, OSB #126155  
17 319 SW Washington St, Suite 305  
18 Portland, OR 97204  
19 Phone: (971) 282-4374  
20 Facsimile: (206) 676-9659  
21 Email: mbooth@robinsontait.com  
22 Attorneys for Plaintiff

23 City of Portland

24   
25 \_\_\_\_\_  
26 Wade Tucker, OSB# 135088  
27 Attorney for Stipulating Defendant

**EXHIBIT A**

**LEGAL DESCRIPTION:**

A tract of land in the Northwest quarter of Section 13, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a point on the East line of Irvington Park which is 5 feet South of its intersection with the center line of N.E. Bryant Street, being also the Northwest corner of the tract conveyed to Harold E. Andrew, Jr., et ux, by deed recorded June 5, 1956, in Book 1787, Page 488, Deed Records; thence Southeasterly along the Northerly line of said Andrew tract 61.4 feet to an angle corner; thence Southeasterly along the Northeasterly line of said Andrew tract 64 feet to the Northeast corner of said Andrew tract; thence North along the West line of the tract of land conveyed to Louis Kerekes et ux, by deed recorded January 25, 1956 in Book 1766, Page 250, Deed Records, 10 feet to the Northwest corner of said Kerekes tract; thence East along the North line of said Kerekes tract 34.66 feet to the Southwest corner of the tract conveyed to Philip E. Pitzer et ux, by deed recorded February 27, 1956, in Book 1771, Page 197, Deed Records; thence North along the West line of said Pitzer tract 60 feet to the Northwest corner of said Pitzer tract; thence Northwesterly along the Southwesterly line and its Southeasterly extension of that tract of land conveyed to Carl F. Nitz, et ux, by deed recorded February 5, 1965, in Book 226, Page 103, Deed Records 13 feet; thence Westerly 122.4 feet on a line that would intersect the East line of Irvington Park at a point which is 5 feet North of its intersection with the center line of N.E. Bryant Street; thence South along said East line 10 feet to the point of beginning. Except that portion thereof that lies South of a Westerly extension of the North line of the tract of land conveyed to Louis Kerekes et ux, by deed recorded January 25, 1956 in Book 1766, Page 250, Deed Records.