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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**

THE BANK OF NEW YORK MELLON
FKA THE BANK OF NEW YORK AS
TRUSTEE FOR THE
CERTIFICATEHOLDERS OF CWMBS,
INC., CHL MORTGAGE PASS-THROUGH
TRUST 2005-16, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-
16,

Plaintiff,

vs.

JOEL C WOODCOCK; SHARON S.
WOODCOCK; BANK OF AMERICA, N.A.;
UNITED STATES OF AMERICA,
INTERNAL REVENUE SERVICE; AND
PERSONS OR PARTIES UNKNOWN
CLAIMING ANY RIGHT, TITLE, LIEN, OR
INTEREST IN THE REAL PROPERTY
DESCRIBED IN THE COMPLAINT
HEREIN,

Defendants.

CASE NUMBER: 15CV03216

WRIT OF EXECUTION IN FORECLOSURE

TO: THE SHERIFF OF MULTNOMAH COUNTY, OREGON:

1.

WHEREAS, on March 22, 2016, in the above-entitled Court, a General Judgment of
Foreclosure ("Judgment") which was corrected on January 30, 2019 was entered and docketed in the
above-entitled and numbered proceeding

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 JOEL C WOODCOCK, SHARON S. WOODCOCK, BANK OF AMERICA, N.A. and UNITED STATES OF AMERICA, INTERNAL REVENUE SERVICE ("Defendants") had on June 14, 2015, the date of the foreclosed Deed of Trust which was recorded on June 17, 2015, as Instrument No. 2005-111461 in the official records of the Multnomah 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:	\$382,214.81
Pre-Judgment Interest from November 1, 2013 to February 8, 2016, the date set forth in the Judgment at 5.875%, per annum, (\$61.52 per diem):	\$50,954.67
Lender's Fees and Costs:	\$16,809.29
Attorney's Fees and Costs:	\$7,245.50
Total Judgment Entered:	\$457,224.27

Additional Pre-Judgment Interest: Accrued Interest from February 9, 2016, the day after the date set forth in the Judgment through March 22, 2016, the date of entry of the Judgment, at 5.875%, per annum (\$61.52 per diem):	\$2,583.84
--	------------

1 Total Judgment Entered Including

2 Additional Pre-Judgment

3 Interest: \$459,808.11

4

5 Post-Judgment Interest

6 Accrued Post-Judgment Interest from

7 March 23, 2016, the date after

8 entry of the Judgment, through

9 February 25, 2019 the date the Writ

10 was requested at the legal rate of

11 interest at 9%, per annum (\$113.37 per

12 diem): \$121,192.53

13

14 Total Amount Owing on the Judgment as of the Date \$581,000.64

15 the Writ Was Requested:

16

3.

17

18 Additionally, Plaintiff is entitled to the continued accrual of post-judgment interest at the
19 legal rate of interest of 9% per annum, \$113.37 per diem, from February 26, 2019, to the date the
20 real property subject to the Judgment is sold by the County Sheriff at its foreclosure auction, plus
21 costs of this Writ, Sherriff's fees and sale costs, and all other recovered costs pursuant to law.

21

4.

22

23 The real property subject to this writ of execution is commonly known as 3324 NE 32ND
24 AVE, PORTLAND, OR 97212 ("Property") and described in Exhibit "1" attached hereto.

24

5.

25

The Judgment Creditor's name and address is:

26

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE

27

(CWMBS 2005-16)

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c/o Celink

888 East Walnut Street

Pasadena, California 91101-1895

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

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE

(CWMBS 2005-16

c/o Malcolm & Cisneros, ALC (Attention: Nathan F. Smith)

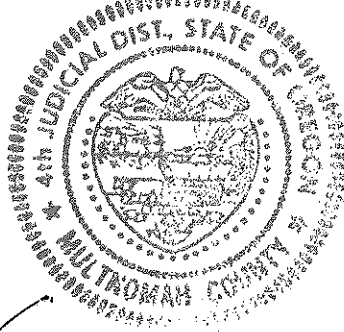
2112 Business Center Drive

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.



4/4/19
[Handwritten signature]

Submitted by:

Dated: February 25, 2019

[Handwritten signature]
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"

LEGAL DESCRIPTION

That portion of Lot 2, TOWN OF WAYNE, in the City of Portland, County of Multnomah and State of Oregon, being more particularly described as follows:

Beginning at a point in the East line of NE 32nd Avenue, 100 feet North of the Northeast corner of NE 32nd Avenue and NE Klickitat Street; thence East parallel to the North line of NE Klickitat Street, 100 feet; thence North 50 feet parallel to the East line of NE 32nd Avenue; thence West 100 feet parallel to the North line of NE Klickitat Street; thence South 50 feet along the East line of NE 32nd Avenue to the point of beginning.

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

THE BANK OF NEW YORK MELLON
FKA THE BANK OF NEW YORK AS
TRUSTEE FOR THE
CERTIFICATEHOLDERS OF CWMBS,
INC., CHL MORTGAGE PASS-THROUGH
TRUST 2005-16, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-
16,

Plaintiff,

vs.

JOEL C. WOODCOCK; SHARON S.
WOODCOCK; BANK OF AMERICA, N.A.;
UNITED STATES OF AMERICA,
INTERNAL REVENUE SERVICE; AND
PERSONS OR PARTIES UNKNOWN
CLAIMING ANY RIGHT, TITLE, LIEN, OR
INTEREST IN THE REAL PROPERTY
DESCRIBED IN THE COMPLAINT
HEREIN,

Defendants.

CASE NUMBER: 15CV03216

**CORRECTED GENERAL JUDGMENT OF
FORECLOSURE**

Judge: Leslie M. Roberts

1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record herein that Plaintiff, THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE (CWMBS 2005-16 ("Plaintiff")), filed its Complaint for Foreclosure of Deed of Trust; that Defendants JOEL C. WOODCOCK, SHARON S. WOODCOCK, BANK OF AMERICA, N.A.

1 and UNITED STATES OF AMERICA, INTERNAL REVENUE SERVICE ("Defendants") were
2 duly served with the Summons and Complaint as required by law; that Defendants failed to appear,
3 that an order of default has been entered against them on Plaintiff's Complaint, and that Plaintiff is
4 entitled to entry of a General Judgment foreclosing Plaintiff's deed of trust against the property
5 commonly known as 3324 NE 32ND AVE, PORTLAND, OR 97212 ("Property") and extinguishing
6 any and all interest of the Defendants in the Property. This Correct General Judgment of Foreclosure
7 seeks to include the legal description which was inadvertently omitted as an exhibit to the document
8 from the final Stipulated Judgment, originally filed on March 18, 2016.

9 2.

10 The Court being fully advised; it is hereby
11 ORDERED AND ADJUDGED that:

12 3.

13 Plaintiff is the holder of that certain promissory note ("Note"), dated June 14, 2005, in the
14 amount of \$439,900.00, and executed by JOEL C WOODCOCK and SHARON S. WOODCOCK.

15 4.

16 The Note is secured by that certain deed of trust ("Deed of Trust") dated June 14, 2015 and
17 executed by JOEL C WOODCOCK and SHARON S. WOODCOCK. The Deed of Trust was
18 recorded on June 17, 2015 under the recording number 2005-111461 of the Official Records of
19 Multnomah County, Oregon, against the Property, which is legally described as:

20 **That portion of Lot 2, TOWN OF WAYNE, in the City of Portland, County of Multnomah**
21 **and State of Oregon, being more particularly described as follows:**

22
23 **Beginning at a point in the East line of NE 32nd Avenue, 100 feet North of the Northeast**
24 **corner of NE 32nd Avenue and NE Klickitat Street; thence East parallel to the North line**
25 **of NE Klickitat Street, 100 feet; thence North 50 feet parallel to the East line of NE 32nd**
26 **Avenue; thence West 100 feet parallel to the North line of NE Klickitat Street; thence**
27 **South 50 feet along the East line of NE 32nd Avenue to the point of beginning.**
28

1 (“Property”) and constitutes a valid lien against the Property.

2 5.

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

5 6.

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

10 7.

11 A judgment of foreclosure in the amount of \$457,224.27 shall be granted in favor of Plaintiff,
12 and its successors and/or assigns, as further described below in the Declaration of Amount Owed –
13 Not a Money Award (“Amount Owed”).

14 8.

15 The Property is hereby ordered to be sold by law and the proceeds of sale applied toward the
16 satisfaction of Plaintiff’s Amount Owed herein; and the surplus, if any to the Clerk of the Court to be
17 disbursed to such party or parties as may establish their right thereto.

18 9.

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

21 10.

22 Any increased interest or any such additional amounts as Plaintiff may advance for taxes,
23 assessments, municipal charges, and such other items as may constitute liens on the Property,
24 together with insurance and repairs necessary to prevent the impairment of the Property, together
25 with interest thereon from the date of payment may also be added to the Amount Owed and paid
26 from the proceeds from the sale of the Property.

27 11.

28 Defendants and all parties claiming an interest in the Property as purchasers, encumbrancers,

1 or otherwise, are forever barred and foreclosed of all interests, liens, or claims in the Property and
2 every portion thereof, excepting only any statutory right of redemption provided by the laws of the
3 State of Oregon.

4 12.

5 Defendants JOEL C WOODCOCK and SHARON S. WOODCOCK are not entitled to a
6 homestead exemption in the Property.

7 13.

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

10 14.

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

16 15.

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

20 16.

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

23 17.

24 This suit does not constitute an attempt to collect the debt against Defendants JOEL C.
25 WOODCOCK, SHARON S. WOODCOCK, BANK OF AMERICA, N.A. and UNITED STATES
26 OF AMERICA, INTERNAL REVENUE SERVICE. Rather, it is a suit to execute upon the Property
27 as security for the Amount Owed.
28

1 **DECLARATION OF DEBT SECURED BY DEED OF TRUST**

2 **(Pursuant to Senate Bill 368)**

3 18.

4 Under the terms of the Deed of Trust and the Note dated June 14, 2005, in the original
5 principal amount of \$439,900.00, there is now due and owing the following amounts, to be
6 hereinafter described as the Amount Due:

7 **DECLARATION OF AMOUNT OWED – NOT A MONEY AWARD**

- | | | |
|----|--|---|
| 8 | 1. Judgment Creditor: | THE BANK OF NEW YORK MELLON FKA |
| 9 | Address: | THE BANK OF NEW YORK, AS TRUSTEE |
| 10 | | (CWMBS 2005-16 |
| 11 | | c/o MALCOLM ♦ CISNEROS, |
| 12 | | A Law Corporation |
| 13 | | 2112 Business Center Drive, 2 nd Floor |
| 14 | | Irvine, California 92612 |
| 15 | Judgment Attorney: | Nathan F. Smith |
| 16 | Address: | MALCOLM ♦ CISNEROS, A Law Corporation |
| 17 | | 2112 Business Center Drive, 2 nd Floor |
| 18 | | Irvine, California 92612 |
| 19 | Telephone Number: | (949) 252-9400 |
| 20 | 2. Persons or Public Bodies Entitled to | |
| 21 | a Portion the Judgment: | N/A |
| 22 | 3. Judgment Amount: | \$452,241.77 |
| 23 | 4. Pre-Judgment Interest: | Simple interest to accrue on \$382,214.81 from |
| 24 | | February 8, 2016 to the date the Judgment is |
| 25 | | entered into the Court's register at 5.8750% per |
| 26 | | annum, \$61.52 per diem. |

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5. Post-Judgment Interest:

Simple interest to accrue on \$457,224.27 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.

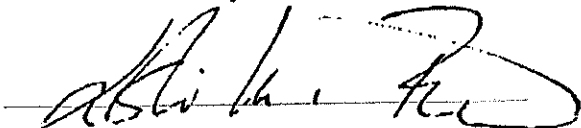
6. Periodic accrual:

N/A

7. Attorney's Fees and Costs:

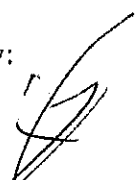
An award of \$4,982.50 in attorney's fees and costs is made.

Signed: 1/28/2019 03:30 PM



Circuit Court Judge Leslie Roberts

Submitted by:



Dated:

1/22/19

Nathan B. 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

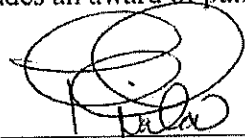
CERTIFICATE OF READINESS

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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: January 23, 2019

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

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

THE BANK OF NEW YORK MELLON FKA
THE BANK OF NEW YORK AS TRUSTEE FOR
THE CERTIFICATEHOLDERS OF CWMB
INC., CHL MORTGAGE PASS-THROUGH
TRUST 2005-16, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-16,

Plaintiff,

v.

JOEL C. WOODCOCK; SHARON S.
WOODCOCK; BANK OF AMERICA, N.A.;
UNITED STATES OF AMERICA, INTERNAL
REVENUE SERVICE; AND PERSONS OR
PARTIES UNKNOWN CLAIMING ANY RIGHT,
TITLE, LIEN, OR INTEREST IN THE
PROPERTY DESCRIBED IN THE COMPLAINT
HEREIN,

Defendants.

NO. 15CV03216

GENERAL JUDGMENT

Specially Assigned to Judge Roberts

STIPULATED JUDGMENT OF
FORECLOSURE AS TO:

- 1) JOEL C. WOODCOCK;
- 2) SHARON S. WOODCOCK;

DEFAULT JUDGMENT OF
FORECLOSURE AS TO:

- 3) BANK OF AMERICA, N.A.;
- 4) UNITED STATES OF AMERICA,
INTERNAL REVENUE SERVICE;

DISMISSAL:

- 5) PERSONS OR PARTIES
UNKNOWN CLAIMING ANY
RIGHT, TITLE, LIEN, OR
INTEREST IN THE PROPERTY
DESCRIBED IN THE COMPLAINT
HEREIN

1.

THIS MATTER came before the Court upon the stipulation of the parties herein. Plaintiff THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWMB, INC., CHL MORTGAGE PASS-THROUGH TRUST 2005-16, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-16 (hereinafter "Plaintiff") and Defendants JOEL C. WOODCOCK and SHARON S. WOODCOCK (hereinafter "Borrowers" or

1 "Stipulating Defendants")(collectively the "Parties") have settled all matters between themselves
2 within this action and agreed to the entry of this Stipulated General Judgment. Defendants BANK OF
3 AMERICA, N.A. and UNITED STATES OF AMERICA, INTERNAL REVENUE SERVICE
4 (hereinafter the "Defaulted Defendant") were duly served with process and failed to appear; default
5 has been entered against the Defaulted Defendant, and it appearing that the Defaulted Defendant is not
6 incapacitated, a protected persons, a respondent as defined in ORS 125.005, a minor, or in the military
7 service of the United States. Defendant PERSONS OR PARTIES UNKNOWN CLAIMING ANY
8 RIGHT, TITLE, LIEN OR INTEREST IN THE PROPERTY DESCRIBED IN THE COMPLAINT
9 HEREIN was previously dismissed from this action as provided by the record and file herein.

10 2.

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

14 **STIPULATED FINDINGS OF FACT:**

15 3.

16 PROMISSORY NOTE: Plaintiff is the holder of a promissory note (the "Note") made, executed
17 and delivered by JOEL C. WOODCOCK and SHARON S. WOODCOCK (the "Borrowers"), which is
18 secured by a deed of trust (the "Deed of Trust") encumbering real property commonly known as 3324
19 NE 32nd Avenue, Portland, OR 97212, in Multnomah County, Oregon (the "Property" or "Subject
20 Property").

21 4.

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

23 SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A..

24 5.

25 DEED OF TRUST: The Deed of Trust was recorded in the official records of Multnomah
26 County, Oregon on June 17, 2005 as Instrument No. 2005-111461.
27
28

6.

LOAN: Plaintiff is the holder of the Note and the mortgagee of the Deed of Trust. Together the Deed of Trust and Note are herein referred to as the "Loan."

7.

BORROWER'S DEFAULT AND ACCELERATION: Borrower failed to comply with the terms of the Loan, by failing to make payments as agreed, and is in default. Under the provisions of the Loan, Plaintiff properly declared the entire balance of the Loan due and payable.

8.

AMOUNTS DUE AND OWING: There is now due and owing upon the Loan the amounts specified *infra* by the Declaration Determining Amounts Due.

9.

COSTS AND ATTORNEY FEES: The Note and Deed of Trust provide that Plaintiff is entitled to recover its reasonable attorney fees and all reasonable and necessary costs and expenses incurred in enforcing the Note and foreclosing the Deed of Trust.

10.

VALID SENIOR LIEN: Plaintiff Deed of Trust is a valid senior lien against the Subject Property described herein. Based upon Borrower's default and Plaintiff's acceleration of the Loan, Plaintiff is entitled to have the Deed of Trust foreclosed and the Subject Property sold at foreclosure sale by the Clackamas County Sheriff to satisfy any and all amounts due and owing upon the Loan as declared below.

11.

DEFICIENCY JUDGMENT: The Deed of Trust qualifies as a "residential trust deed" as defined by ORS 86.705(6). Plaintiff waives any right to a deficiency judgment and shall not be entitled to a deficiency judgment against Stipulating Defendant for any amounts due on the Loan not satisfied by foreclosure sale.

OTHER TERMS:

12.

1 WRIT OF EXECUTION DELIVERY: No Writ of Execution in Foreclosure shall be submitted
2 to the Washington County Sheriff prior to 90 days after entry of this judgment. To the extent Plaintiff
3 fails to do so and upon notice to Plaintiff's counsel, Defendant may petition the Court for an order
4 enjoining such action pursuant to this agreement and may seek fees pursuant to as the Court may so
5 deem just.

6 **STIPULATED GENERAL JUDGMENT:**

7 13.

8 Premised upon the stipulation of Plaintiff and Stipulating Defendant, the defaults on file herein
9 as to the Defaulted Defendants, and the record and file herein, the Court being fully advised and finding
10 good cause exists so that this General Judgment may be entered in this matter, IT IS HEREBY
11 ORDERED AND ADJUDGED that Plaintiff shall have judgment as follows:

- 12 1. Plaintiff shall be awarded judgment for the amounts specified *infra* by the Declaration
13 Determining the Amount of Debt. Pursuant to ORS 18.862, 86.797, and 88.010, the Declaration
14 Determining the Amount of Debt is declared to be the amount of debt secured by Plaintiff's
15 Deed of Trust and is subject to satisfaction by the foreclosure sale of the Subject Property as
16 provided herein. No personal Money Award shall be entered against Stipulating Defendants.
- 17 2. Plaintiff's lien is a valid first lien upon the Subject Property and that lien is superior to any
18 interest, lien or claim of the Defendants herein.
- 19 3. Plaintiff's lien is foreclosed and the Property shall be sold at a foreclosure sale by the
20 Multnomah County Sheriff in the manner provided by law, and the proceeds thereof are to be
21 applied first toward the costs of sale; then toward the satisfaction of Plaintiff's judgment
22 awarded herein; and the surplus, if any, to the defendants in the priority as their interest or to
23 the clerk of the court to distribute to such parties as may establish their right thereto.
- 24 4. Any increased interest and such additional amounts as Plaintiff may advance for taxes,
25 assessments, municipal charges, and such other items as may constitute liens on the property,
26 together with insurance and repairs necessary to prevent the impairment of the security, together
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with interest thereon from the date of payment may also be added to the judgment and paid from the sale of the Property.

- 5. 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 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.~~
- 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 Stipulating Defendant for such deficient amounts.
- 9. No personal money award shall be entered against any Defendant herein.
- 10. This Judgment shall inure to the benefit of Plaintiff and Defendants, their successors and/or assigns.

DECLARATION DETERMINING AMOUNT OF DEBT

(Not a Money Award, see ORS 18.862, 86.797, and 88.010):

- a. Judgment Creditor: WELLS FARGO BANK, N.A., AS TRUSTEE FOR HOLDERS OF IMPAC SECURED ASSETS CORP., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-4
- b. Judgment Creditor's Address: c/o Robinson Tait, P.S. (see (e.))
- c. Judgment Creditor's Date of Birth: N/A

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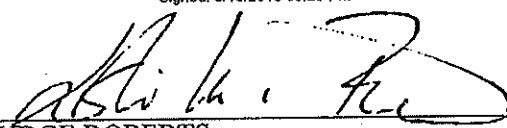
- d. Attorney for Judgment Creditor: Jaimie Fender, OSB# 120832
 - e. Attorney for Judgment Creditor's Address and Phone No.: 710 Second Avenue, Suite 710
Seattle, WA 98104
[206-676-9640]
 - f. Judgment Principal Amount: \$382,214.81
 - g. Accrued Pre-Judgment Interest as of February 8, 2016 (\$61.52 per diem): \$ 50,954.67
 - h. Other Amounts Due Under Terms of Loan:
 - + Escrow advances: \$ 15,966.39
 - + Property preservation, BPO / Appraisal charges: \$ 277.50
 - + Previous servicer charges: \$ 45.00
 - + Late Charges: \$ 520.40
 - i. Litigation Expenses, Costs and Disbursements:
 - + Litigation guarantee and title report expense: \$ 1,116.00
 - + Filing fees awarded: \$ 531.00
 - + Service fees awarded: \$ 550.00
 - + Recording fees awarded: \$ 66.00
 - j. Attorney fees awarded: \$ 4,982.50
- Total Amount Declared Due: \$457,224.27**

Post-Judgment Interest shall accrue at 9.0% (per ORS 82.010) per annum, from the date of the judgment (Per diem: \$112.74):

IT IS SO STIPULATED:

Dated: _____ day of _____, 2016

Signed: 3/18/2016 05:28 PM




JUDGE ROBERTS
Circuit Court Judge Leslie Roberts

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(stipulating signatures continued on next page)
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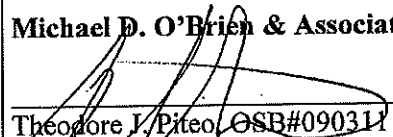
Stipulated to by:

Robinson Tait, P.S.



Jaime Fender, OSB #120332
 Craig Peterson, OSB #120365
6760 SW Upper Boones Ferry Rd, Suite 104
Durham, OR 97224
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Attorneys for Plaintiff

Michael D. O'Brien & Associates, PC



Theodore J. Piteo, OSB #090311
12909 SW 68th Parkway, Suite 160
Portland, OR 97223
Attorney for Defendant Fong

EXHIBIT "A"

File No.: 7019-2334432

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Multnomah, STATE OF OR, AND IS DESCRIBED AS FOLLOWS:

Beginning at a point in the East line of North East 32nd Avenue 100 feet North of the Northeast corner of NE 32nd Avenue and NE Klickitat Street thence East parallel to the North line of NE Klickitat Street, 100 feet thence North 50 feet parallel to the East line on NE 32nd Avenue; thence West 100 feet parallel to the North line of NE Klickitat Street; thence South 50 feet along the East line on NE 32nd Avenue to beginning, being part of Lot 2, TOWN OF WAYNE, in the City of Portland, County of Multnomah and State of Oregon.

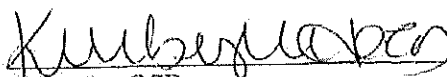
CERTIFICATE OF READINESS- UTCR 5.100

This proposed order or judgment is ready for judicial signature because:

1. Each opposing party affected by this order or judgment has stipulated to or approved its terms, as shown by each party's signature on the proposed order or judgment being submitted.
2. Each opposing party affected by this order has approved the form of the document, as shown by written communication to me.
3. I have served a copy on all parties entitled to service and:
 - No objection has been served on me within that time frame.
 - I received objections that I could not resolve with the objecting party despite reasonable efforts to do so. I have filed with the court 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.
4. The relief sought is against a party who has been found in default.
5. An order of default is being requested with this proposed judgment.
6. Service is not required pursuant to subsection (1)(c) of UTCR 5.100, or by statute, rule, or otherwise.
7. 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 (1)(d) of UTCR 5.100.

Date:

5/11/17


Attorney, OSB
#128008