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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 exemption.

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

U.S. BANK TRUST, N.A., AS TRUSTEE
FOR LSF9 MASTER PARTICIPATION
TRUST,

Case No. 16CV42049

WRIT OF EXECUTION

Plaintiff,

v.

MICHAEL DEFRANK; FAIRVIEW
TERRACE OWNERS ASSOCIATION; and
ALL OTHER PERSONS OR PARTIES
UNKNOWN CLAIMING ANY RIGHT,
TITLE, LIEN, OR INTEREST IN THE REAL
PROPERTY COMMONLY KNOWN AS
21821 NE HEARTWOOD CIRCLE,
FAIRVIEW, OR 97024,

Defendant.

2019 MAY -1 AM 10:03

TO THE MULTNOMAH COUNTY SHERIFF:

On 2/15/2019, a General Judgment of Foreclosure and Declaration of Amount Due by Stipulation and Default was entered by the Multnomah 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: U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST 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 21821 NE HEARTWOOD CIRCLE, FAIRVIEW, OR 97024 ("Subject Property"), and legally described

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as:

LOT 29, FAIRVIEW TERRACE, IN THE CITY OF FAIRVIEW, COUNTY OF
MULTNOMAH, STATE OF OREGON.

The total amount due and owing on the Judgment as of 3/5/2019;

Judgment:	Principal, interest thru 1/6/19, inspection	\$224,998.63
	cost, BPO and escrow	
Pre-Judgment:	Interest, 6.375%, \$27.36/diem	\$820.80 1/7/19 to 2/16/19
	Attorney Fees	\$9,478.50
	Costs	\$3,472.61
	Prevailing Party Fee	\$85.00
Post-Judgment:	Interest 6.375%, \$27.36/diem	\$492.48 2/17/19 to 3/5/19
	Attorney Fees	\$0.00
	Costs	\$0.00

TOTAL: \$239,348.02

In the name of the State of Oregon, you are hereby directed to proceed to notice for sale and sell the Subject Property. After the sale, you are directed to issue a certificate of sale to the purchaser and file a return on the writ of execution, depositing the sale proceeds with the Court. Further, you are directed to execute, after the time for redemption has elapsed, a deed to the holder of the certificate of sale.

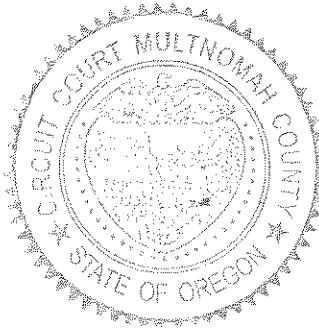
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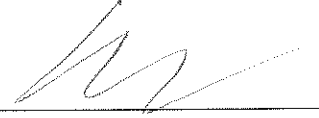
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By the signature of the attorney for the judgment creditor, the person that requested issuance of the Writ hereby authorizes the sheriff to continue execution under the Writ and delay making a return on the writ to a date up to 150 days after receipt.

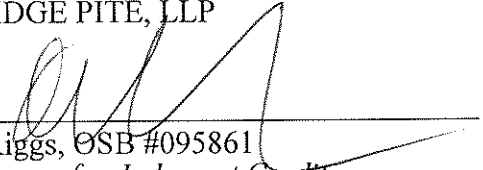


4/18/19



Presented by:

ALDRIDGE PITE, LLP

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

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

U.S. BANK TRUST, N.A., AS TRUSTEE
FOR LSF9 MASTER PARTICIPATION
TRUST,

Plaintiff,

v.

MICHAEL DEFRANK; FAIRVIEW
TERRACE OWNERS ASSOCIATION;
STEWARDSHIP PROPERTIES, LLC; and
ALL OTHER PERSONS OR PARTIES
UNKNOWN CLAIMING ANY RIGHT,
TITLE, LIEN, OR INTEREST IN THE REAL
PROPERTY COMMONLY KNOWN AS
21821 NE HEARTWOOD CIRCLE,
FAIRVIEW, OR 97024,

Defendant,

Case No. 16CV42049

**GENERAL JUDGMENT OF
FORECLOSURE AND DECLARATION OF
AMOUNT DUE BY STIPULATION AND
DEFAULT**

ORS 88.010(1)(a),(b)
PURSUANT TO ~~§ 8368~~ THIS IS A
JUDGMENT OF FORECLOSURE AND DOES
NOT CONSTITUTE A MONEY AWARD
AGAINST ANY DEFENDANT

Based upon the stipulation of defendant, Michael DeFrank ("DeFrank"); the Court's
Orders of Default against the remaining defendants, FAIRVIEW TERRACE OWNERS

1 ASSOCIATION; STEWARDSHIP PROPERTIES, LLC; and ALL OTHER PERSONS OR
2 PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE
3 REAL PROPERTY COMMONLY KNOWN AS 21821 NE HEARTWOOD CIRCLE,
4 FAIRVIEW, OR 97024 ("Defaulted Defendants"); the records on file herein, and pursuant to
5 plaintiff, U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF9 MASTER PARTICIPATION
6 TRUST ("Plaintiff's") Motion for General Judgment, DeFrank and Plaintiff stipulate to the
7 following facts to resolve this case:

8 **STIPULATED FACTS:**

9 1. Plaintiff's security interest in the real property located at 21821 NE Heartwood
10 Circle, Fairview, OR 97024 ("Subject Property"), as evidenced by the Deed of Trust recorded in
11 the official records of County as instrument number 2006-129635 ("Deed of Trust"), is a viable
12 first priority lien, superior to the interests of all the Defendants. All rights, claims, ownerships,
13 liens, titles and demands of all Defendants are subsequent to Plaintiff's lien as created by the
14 Note and Deed of Trust. The Subject Property is legally described as follows:

15 **Lot 29, Fairview Terrace, in the City of Fairview, County of Multnomah,
16 State of Oregon;**

17 2. DeFrank is in default of his obligations of the promissory note ("Note") since
18 February 1, 2014, in the following amounts before attorney's fees and costs:

- 19 (a) Principal in the amount of \$156,622.61;
20 (b) Interest through January 16, 2019 of \$50,333.93;
21 (c) Simple interest at the current rate of 6.375 percent per annum (\$27.36 *per*
22 *diem*) after January 16, 2019, at the same *per diem* until the date the Sale is held;
23 (d) Inspection costs of \$315.00;
24 (e) BPO costs of \$118.50;
25 (f) Escrow amounts advanced for insurance and real property taxes in the
--

1 amount of \$17,608.59;

2 3. Plaintiff is owed attorney fees of \$9,478.50, plus the remaining flat rate fees for
3 an uncontested execution on the Judgment;¹

4 4. Plaintiff is owed \$3,472.61 in litigation costs, plus any additional costs incurred to
5 sell the Subject Property at a Sherriff's Sale (the "Sale");² and

6 5. Plaintiff is owed the prevailing party fee of ~~XXXXXX~~ \$85.00 ^u

7 Based on the above Stipulated Facts, and the recitals, *supra*,

8 **IT IS HEREBY ADJUDGED:**

9
10 1. Plaintiff's security interest in Subject Property), as evidenced by the Deed of
11 Trust recorded in the official records of County as instrument number 2006-129635, is a viable
12 first priority lien, superior to the interests of all the Defendants. All rights, claims, ownerships,
13 liens, titles and demands of all Defendants are subsequent to Plaintiff's lien as created by the
14 Note and Deed of Trust;

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

18 3. DeFrank is in default and Plaintiff is owed by DeFrank the agreed upon total
19 amount due under the Note and Deed of Trust of \$238,274.74, as well as any future advances
20 and/or fees that may be made or incurred pursuant to the terms of the Note and Deed of Trust up
21 to the date of the execution sale. This amount is to be satisfied by the Sale of the Subject
22 Property as directed under this Judgment;

23 4. Plaintiff is owed the agreed reasonable attorney fees listed below plus the
24 remaining flat rate fees for an uncontested execution on the Judgment,³ pursuant to the Note and
25 Deed of Trust and ORCP Rule 68(C), which amount may be added to the outstanding obligation

1 due and owing under the Note and Deed of Trust and recovered from the proceeds of the Sale.⁴
2 Pursuant to the Deed of Trust, these fees continue to accrue to the date of the Sale. This amount
3 to be satisfied by the Sale of the Subject Property as directed under this Judgment;

4 5. Plaintiff is owed the agreed costs of suit, *infra*, pursuant to the Note and Deed of
5 Trust, ORCP Rule 68(A)(2) and ORS 20.115(4), which may be added to the outstanding
6 obligation due and owing under the Note and Deed of Trust and recovered from the proceeds of
7 the sheriff's sale.⁶ Pursuant to the Deed of Trust, these costs continue to accrue to the date of the
8 execution sale. This amount to be satisfied by the Sale of the Subject Property as directed under
9 this Judgment;

10 6. Plaintiff is owed the prevailing party fee of ^{\$85.00} ~~\$325.00~~, this amount to be satisfied by
11 the Sale of the Subject Property as directed under this Judgment;

12 7. The proceeds of the Sale, if any, shall be applied first toward the costs of the Sale;
13 then toward the satisfaction of Plaintiff's Judgment of Foreclosure awarded herein; and the
14 surplus, if any, to the Clerk of the Court to be distributed ^{consistent with this General Judgment.} ~~to such party or parties as may establish~~
15 ~~their right thereto.~~ The Defendants and all persons claiming through or under Defendants,
16 whether lien claimants, judgment creditors, claimants arising under junior mortgages or deeds of
17 trust, purchasers, encumbrances or otherwise, shall be barred and foreclosed from all rights,
18 claims, interest or equity of redemption in the Subject Property and every part of the Subject
19 Property when the time for redemption has elapsed;

20 8. DeFrank has already sold his rights to the Subject Property to defendant,
21 Stewardship Properties, LLC, and therefore, has waived, released, and transferred any rights or
22 future interests in or rights to the Subject Property;

23 9. No action for a deficiency shall be brought or a judgment entered against DeFrank
24 on the Note or Deed of Trust; and

25 10. Plaintiff or any other party to this action may become a purchaser at the

1 foreclosure sale, and such purchaser shall be immediately let into possession of the subject
2 property, until redemption of the property, if any. The purchaser at the Sale or any successor in
3 interest may apply to this Court for a writ of assistance to gain possession of the subject property
4 if Defendants or any other party or person refuses to surrender possession.

5 **DECLARATION OF AMOUNT DUE**

6 **(PURSUANT TO ^{ORS 88.010(1)(a), (b)} ~~OR 88.010~~ THIS IS A JUDGMENT OF FORECLOSURE AND DOES**
7 **NOT CONSTITUTE A MONEY AWARD AGAINST ANY DEFENDANT)**

- 8 1. The amount of the judgment is \$238,274.74, and is comprised as follows:
- 9 2. Principal in the amount of \$156,622.61;
- 10 3. Interest through January 16, 2019 of \$50,333.93;
- 11 4. Simple interest at the current rate of 6.375 percent per annum (\$27.36 *per diem*)
12 after January 16, 2019, at the same *per diem* until the date the Sale is held;
- 13 5. Inspection costs of \$315.00;
- 14 6. BPO costs of \$118.50;
- 15 7. Escrow amounts advanced for insurance and real property taxes in the amount of
16 \$17,608.59;
- 17 8. Attorney fees of \$9,478.50, plus attorney's fees accruing thereafter through the
18 date of Sale;
- 19 9. Costs of \$3,472.61, plus costs accrued through the date of Sale; and
- 20 10. Prevailing party fee: ~~\$2500.~~ \$85.00nd

21
22 **IT IS SO ADJUDGED**

Signed: 2/14/2019 03:20 PM


Circuit Court Judge Marilyn E. Litzenberg

23 Notes 1, 2, 3,4,5,6:

24 Plaintiff and Defendant DeFrank have agreed that the post-judgment costs and fees noted
25 may be added to the Writ of Execution, the amount Plaintiff is permitted to credit bid at
the Sheriff's Sale and the amount Plaintiff may claim as proceeds of the sale to satisfy
the amounts due and owing on the Note alleged in Plaintiff's Complaint. Oregon law would
otherwise require post-judgment fees and costs to be adjudicated by Supplemental
Judgment.

Page 5 - GENERAL JUDGMENT OF FORECLOSURE AND DECLARATION OF AMOUNT DUE BY
STIPULATION AND DEFAULT

CERTIFICATE OF READINESS

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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.

Presented and Stipulated to by:


ALDRIDGE PITE, LLP

/s/ Casey Pence

Date: 02/13/2019

Casey Pence, OSB 975271
(503) 345-9501
(503) 222-2260 (facsimile)
111 SW Columbia Street, Suite 950
Portland, OR 97201
cpence@aldridgepite.com

Of Attorneys for Plaintiff


Michael DeFrank

Date: February 14, 2019