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

LAKEVIEW LOAN SERVICING, LLC,

Plaintiff,

vs.

RANDY C. RUBIN, Personal Representative  
of the Estate of LESLIE KAY CURRY; and  
ALL OTHER UNKNOWN PARTIES  
CLAIMING ANY RIGHT, TITLE, LIEN OR  
INTEREST IN THE REAL PROPERTY  
COMMONLY KNOWN AS 250 23RD  
STREET NE, SALEM, OR 97301,

Defendants.

**CASE NO.: 18CV56745**

**WRIT OF EXECUTION**

STATE OF OREGON        )  
  ) ss.  
County of Marion        )

TO THE SHERIFF OF MARION COUNTY OREGON:

WHEREAS, on June 12, 2019, by consideration of the Marion County Circuit Court, there was entered a General Judgment of Foreclosure as to Randy C. Rubin Personal Representative of the Estate of Leslie Kay Curry (“PR”) and All Other Unknown Parties claiming any right, title, lien or interest in the real property (“AOP”, collectively “Defendants”). Said General Judgment of Foreclosure was duly enrolled and docketed in the Court Administrator’s Office in said County on June 12, 2019; a true copy of the General Judgment of Foreclosure is attached hereto and made a part hereof.

///

1 Judgment Creditor: Lakeview Loan Servicing, LLC  
2 Judgment Creditor Address: c/o Zieve Brodnax & Steele, LLP  
3 121 SW Salmon Street, 11<sup>th</sup> Floor  
4 Portland, OR 97204  
5 Phone: 503-946-6558x801

6 NOW THEREFORE IN THE NAME OF THE STATE OF OREGON, you are  
7 commanded to sell the real property as by said General Judgment of Foreclosure according to law  
8 (subject to redemption) all of the interest that the borrower Leslie Kay Curry (“Deceased  
9 Borrower”) had on May 23, 2017, the date of the Mortgage, and also all of the interest that  
10 borrower had thereafter, in the real property described in the Judgment as:

11 LOT 4, BLOCK 3, WILLAMETTE ADDITION TO THE CITY OF SALEM,  
12 MARION COUNTY, OREGON.

13 APN: R96298

14 The street address of the real property to be levied upon is 250 23rd Street NE, Salem, OR  
15 97301.

16 The above referenced property shall be sold to satisfy the following sums: The principal  
17 balance and interest in the amount of \$155,686.51; plus reasonable attorney fees and costs in the  
18 amount of \$8,627.00; plus prevailing party fee in the amount of \$300.00; plus prejudgment interest  
19 from June 1, 2019 through June 12, 2019 in the amount of \$174.24 (\$14.52 x 12 days); for a total  
20 of \$164,787.75 with interest to continue to accrue at the rate of 9.0% per annum (\$40.63 per diem)  
21 until the date of sale; Thus,

22 THE TOTAL AMOUNT OF EXECUTION REQUESTED HEREON, STATED AS OF  
23 JUNE 26, 2019 IS AS FOLLOWS:

24 Base Judgment and Interest:	\$155,686.51
25 Attorney Fees and Costs:	\$8,627.00
26 Prevailing Party Fee:	\$300.00
27 Pre-Judgment Interest from 28 6/1/19 through 6/12/19 at 3.75%	

1 (\$14.52 per diem) \$174.24

2 Post Judgment Interest from

3 6/12/19 to 6/26/19 \$568.82

4 Total due as of June 26, 2019: \$165,356.57, with interest to continue to accrue at 9.0%  
5 (\$40.63 per diem) until the date of sale.

6 The proceeds of sale shall be applied, delivered, and distributed according to ORS  
7 18.950.

Signed: 6/17/2019 01:26 PM

*Kristina Sheldon*

Kristina Sheldon, Court Clerk



18 Submitted By:

19 /s/ Jeffrey A. Myers 6/12/19  
20 Scott D. Crawford, OR No. 086448  
21 Jeffrey A. Myers, OSB No. 094561  
22 Attorneys for Plaintiff  
23 scrawford@zbslaw.com  
24 jmyers@zbslaw.com

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FOR THE COUNTY OF MARION**

LAKEVIEW LOAN SERVICING, LLC,

Plaintiff,

vs.

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of the Estate of LESLIE KAY CURRY; and  
ALL OTHER UNKNOWN PARTIES  
CLAIMING ANY RIGHT, TITLE, LIEN OR  
INTEREST IN THE REAL PROPERTY  
COMMONLY KNOWN AS 250 23RD  
STREET NE, SALEM, OR 97301,

Defendants.

**CASE NO. 18CV56745**

**GENERAL JUDGMENT OF  
FORECLOSURE BY DEFAULT  
(WITHOUT MONEY AWARD –  
JUDGMENT DOES NOT  
CREATE A LIEN)**

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1 Based upon the Motion for a General Judgment of Foreclosure filed by plaintiff, Lakeview  
2 Loan Servicing, LLC (“Plaintiff”) and against defendants Randy C. Rubin Personal Representative  
3 of the Estate of Leslie Kay Curry (“PR”) and All Other Unknown Parties claiming any right, title,  
4 lien or interest in the real property (“AOP”, collectively “Defendants”), and that Plaintiff has filed  
5 a Statement for Attorney Fees, Costs, and Disbursements,

6 **IT IS HEREBY ORDERED AND ADJUDGED:**

7 **1.**

8 Plaintiff is awarded judgment against Defendants and all persons claiming through or under  
9 Defendants, as purchasers, encumbrances, or otherwise, are forever foreclosed of all interest, lien  
10 or claim in the real property described above and every portion thereof excepting only any  
11 satisfactory right of redemption as Defendants, or any of them, may have therein.

12 **2.**

13 Writ of execution upon this General Judgment of Foreclosure shall issue.

14 **3.**

15 The Deed of Trust executed by Leslie Kay Curry (“Deceased Borrower”) and recorded on  
16 May 23, 2017, in the Marion County Recorder’s Office as instrument number 2017-00025819, is  
17 a valid mortgage lien for the amount of Plaintiff’s judgment set forth in paragraph 1 against all the  
18 real property, located in Marion County, Oregon commonly referred to as 250 23<sup>rd</sup> Street NE,  
19 Salem, OR 97301, with a legal description as follows:

20 LOT 4, BLOCK 3, WILLAMETTE ADDITION TO THE CITY OF SALEM, MARION  
21 COUNTY, OREGON.

22 APN: R96298.

23 **4.**

24 Said mortgage lien is superior to any interest, lien or claim of the Defendants in the real  
25 property, and all other interest in the property gained by him thereafter, or so much interest as may  
26 be necessary to satisfy the judgment of the Plaintiff shall be sold by the Sheriff of Marion County,  
27 Oregon in the manner provided by law and in accordance with the practice of this Court.

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5.

The proceeds of sale shall first be applied to the costs of sale; then toward the satisfaction of Plaintiff's judgment awarded herein, calculated as of the date of sale; and any resulting surplus shall then be tendered to the Clerk of the Court to be distributed to such other party or parties as may establish their right thereto.

6.

Defendants and all persons claiming through or under Defendants, as purchasers, encumbrances, or otherwise, are forever foreclosed of all interest, lien or claim in the real property described above and every portion thereof excepting only any satisfactory right of redemption as Defendants may have.

7.

Plaintiff or any other party to this suit or third party purchase 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 writ of assistance, if the Defendants and any other party or person shall refuse to surrender possession to the purchaser immediately on the purchaser's demand for possession.

**SECURED DEBT**

- 1. Judgment Creditor: Lakeview Loan Servicing, LLC  
c/o Zieve, Brodnax, & Steele, LLP  
One World Trade Center  
121 Southwest Salmon St., 11<sup>th</sup> Floor  
Portland, OR 97204  
714-848-7920
- 2. Judgment Creditor's Attorney: Scott D. Crawford  
Jeffrey A. Myers  
Zieve, Brodnax, & Steele, LLP  
One World Trade Center  
121 Southwest Salmon St., 11<sup>th</sup> Floor  
Portland, OR 97204  
714-848-7920
- 3. Person or public body entitled to any portion of money award herein: None

1 **4. Total Amount of Secured Debt:**

<b>LENDERS' PRINCIPAL AND INTEREST</b>		
Principal Balance		\$ 141,368.10
Accrued interest on the principal balance through 5/31/19		\$ 6,178.86
Accrued fees on the principal balance through 5/31/19		\$ 8,139.55
Additional pre-judgment interest to accrue from 6/1/19 to the date this judgment is entered, at the note rate of 3.75% (\$14.52 per diem)		
Post-judgment interest to accrue on the sum of: (1) the judgment amount in section d, and (2) the additional pre-judgment interest accruing from 6/1/19 to the date of judgment. This post-judgment interest shall accrue at the statutory rate of 9.0%, from the date judgment is entered until the date of sale.		
<b>Total Principal and Interest Through 5/31/19 at the rate of 3.75% (\$14.52 per diem)</b>		<b>\$ 155,686.51</b>
<b>ATTORNEYS' FEES AND COSTS</b>		
Attorney Fees		\$ 3,150.00
Attorney Fees Probate		\$ 3,500.00
Attorney Costs		\$ 1,977.00
	<i>Litigation Guarantee</i>	\$588.00
	<i>Skip Trace</i>	\$50.00
	<i>Filed Complaint</i>	\$560.00
	<i>Recorded Lis Pendens</i>	\$116.00
	<i>Gary's Invoice 2019004117; Service</i>	\$90.00
	<i>Publication</i>	\$573.00
<b>Total Attorney Fees and Costs</b>		<b>\$ 8,627.00</b>
Prevailing Party Fee		\$ 300.00
<b>TOTAL SECURED DEBT (JUDGMENT)</b>		<b>\$ 164,613.51</b>

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1 Interest will continue to accrue on the judgment amount at the rate of 9%. Said Judgment  
2 is meant to be for the purposes of foreclosure *only*, and is not intended to be a monetary judgment  
3 against the Borrower.  
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Signed: 6/11/2019 11:08 AM

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Circuit Court Judge Channing Bennett

### UTCR 5.100(2) CERTIFICATE OF READINESS

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

1.  Each party affected by this order of 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 of 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 of judgment on each party 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 have received and indicated which objections remained unresolved.



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

3 4.  The relief sought is against an opposing party who has been found in default.

4 5.  An order of default is being requested with this proposed judgment.

5 6.  Service is not required pursuant to subsection 3 of this rule, or by statute, rule, or  
6 otherwise.

7 7.  This is a proposed judgment that includes an award of punitive damages and notice as  
8 been served on the Director of the Crime Victims' Assistance Section as required by  
9 subsection (5) of the rule.  
10

11 8.  Other: \_\_\_\_\_

12 Submitted By:

13 /s/ Jeffrey A. Myers 6/5/19  
14 Scott D. Crawford, OR No. 086448  
15 Jeffrey A. Myers, OSB No. 094561  
16 Attorneys for Plaintiff  
scrawford@zbslaw.com  
jmyers@zbslaw.com

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3 of the Estate of Leslie Kay Curry (“PR”) and All Other Unknown Parties claiming any right, title,  
4 lien or interest in the real property (“AOP”, collectively “Defendants”), and that Plaintiff has filed  
5 a Statement for Attorney Fees, Costs, and Disbursements,

6 **IT IS HEREBY ORDERED AND ADJUDGED:**

7 **1.**

8 Plaintiff is awarded judgment against Defendants and all persons claiming through or under  
9 Defendants, as purchasers, encumbrances, or otherwise, are forever foreclosed of all interest, lien  
10 or claim in the real property described above and every portion thereof excepting only any  
11 satisfactory right of redemption as Defendants, or any of them, may have therein.

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Signed: 6/11/2019 11:08 AM

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13 **Circuit Court Judge Channing Bennett**

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- 18 2.  Each party affected by this order of judgment has approved the order or judgment, as  
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20 confirmation of approval sent to me.
- 21 3.  I have served a copy of this order of judgment on each party entitled to service and:  
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10 8.  Other: \_\_\_\_\_

11 Submitted By:

12  
13 /s/ Jeffrey A. Myers 6/5/19  
14 Scott D. Crawford, OR No. 086448  
15 Jeffrey A. Myers, OSB No. 094561  
16 Attorneys for Plaintiff  
scrawford@zbslaw.com  
jmyers@zbslaw.com