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

U.S. BANK NATIONAL ASSOCIATION,  
NOT IN ITS INDIVIDUAL CAPACITY BUT  
SOLELY AS TRUSTEE FOR THE RMAC  
TRUST, SERIES 2016-CTT,

Plaintiff,

vs.

KEVIN W. SPENCE, AS PERSONAL  
REPRESENTATIVE OF THE ESTATE OF  
MICHAEL NAGLOSKY; UNITED STATES  
OF AMERICA; STATE OF OREGON;  
OCCUPANTS OF THE PROPERTY,

Defendants.

Case No.: 18CV54785  
Judge: Channing Bennett

WRIT OF EXECUTION IN  
FORECLOSURE

**TO THE MARION COUNTY SHERIFF:**

A Judgment of Foreclosure was entered and docketed in this case on May 7, 2019. A true copy of the Judgment is attached hereto. The Judgment was entered in favor of the Plaintiff:

U.S. BANK NATIONAL ASSOCIATION; NOT IN ITS INDIVIDUAL CAPACITY  
BUT SOLELY AS TRUSTEE FOR THE RMAC TRUST, SERIES 2016-CTT  
c/o Jeremy Clifford  
Attorney for Plaintiff

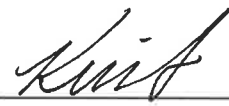
McCarthy & Holthus, LLP  
920 SW 3rd Ave, 1st Floor  
Portland, OR 97204

1 With the adjudicated amount due of \$282,605.48, plus post judgment interest at the statutory rate  
2 of 9.0% per annum from 5/8/2019 to 6/10/2019 in the amount of \$2,299.44, and continuing with  
3 a per diem of \$69.68, currently totaling \$284,904.92.

4 **NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON**, you are  
5 hereby commanded to sell, in the manner prescribed by law for the sale of real property on  
6 execution (subject to redemption of 180 days), all of the interest that the Defendant had on or  
7 about August 26, 2006, the date of the Deed of Trust, and also the interest that the Defendant had  
8 thereafter, in the real property described in the attached Exhibit 1, APN: R48521 and commonly  
9 known as: 583 Glynbrook Street North, Keizer, OR 97303.

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

Signed: 6/10/2019 04:40 PM



Kristina Sheldon, Court Clerk



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20 Dated: 6/5/2019 and submitted by:  
21 McCarthy & Holthus, LLP  
22 s/ Brady Godbout  
23 \_ John Thomas OSB No. 024691  
24 \_ Andreanna Smith OSB No. 131336  
25 x Brady Godbout OSB No. 132708  
26 \_ Bryan Kidder OSB No. 140459  
27 \_ Jeremy Clifford OSB No. 142987  
28 \_ Michael Scott OSB No. 973947  
920 SW 3rd Ave, 1st Floor  
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Phone: (971) 201-3200  
Fax: (971) 201-3202  
bgodbout@mccarthyholthus.com  
Of Attorneys for Plaintiff

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# Exhibit 1

## Legal description

LOT 12, BLOCK 3, GLYNBROOK, IN THE CITY OF KEIZER, MARION COUNTY AND STATE OF OREGON.

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

U.S. BANK NATIONAL ASSOCIATION,  
NOT IN ITS INDIVIDUAL CAPACITY  
BUT SOLELY AS TRUSTEE FOR THE  
RMAC TRUST, SERIES 2016-CTT,

Plaintiff,

vs.

KEVIN W. SPENCE, AS PERSONAL  
REPRESENTATIVE OF THE ESTATE OF  
MICHAEL NAGLOSKY; UNITED  
STATES OF AMERICA; STATE OF  
OREGON; OCCUPANTS OF THE  
PROPERTY,

Defendants.

Case No.: 18CV54785

GENERAL JUDGMENT OF  
FORECLOSURE

1.

THIS MATTER came before the Court on Plaintiff's motion. Defendants KEVIN W. SPENCE, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF MICHAEL NAGLOSKY; UNITED STATES OF AMERICA; STATE OF OREGON; OCCUPANTS OF THE PROPERTY ("Defendants") were duly served with process and failed to appear; the default has been entered against Defendants, and it appearing that Defendants are not incapacitated, protected persons, respondents as defined in ORS 125.005, minors, or in the military service of the United States, now therefore,

2.

IT IS HEREBY ADJUDGED that Plaintiff shall have judgment as follows:

- a. The real property to which this judgment relates is located and situated in Marion County, Oregon, and is commonly known as 583 Glynbrook Street North, Keizer, OR 97303 (the

1 "Subject Property"), legally described as shown in the attached *Exhibit 1*, and having  
2 APN/Parcel No. R48521.

3 b. Plaintiff is entitled to enforce the note dated August 26, 2006 and made, delivered, and  
4 executed by MICHAEL NAGLOSKY and MYRTLE NAGLOSKY to Financial Freedom  
5 Senior Funding Corporation, a subsidiary of Indymac Bank, F.S.B. Subsequently, the  
6 servicer of this loan executed an affidavit detailing the loss of the Note (the "Lost Note  
7 Affidavit"). The Note is commonly referred to a "Reverse Mortgage" and is based on a  
8 Home Equity Conversion Loan Agreement. The Note was transferred to Plaintiff by delivery  
9 of possession and by indorsement set forth on the Note.

10 c. A deed of trust was made, executed, and delivered by MICHAEL NAGLOSKY and  
11 MYRTLE NAGLOSKY on or about August 26, 2006 (the "Deed of Trust"). The Deed of  
12 Trust was recorded on August 31, 2006 as Reel 2699 Page 343 in the official records of  
13 Marion County, Oregon. The Deed of Trust is a valid and perfected lien against all of the  
14 Property for and securing the Amount Due. Under the terms of the Note, the Home Equity  
15 Conversion Loan Agreement, and the Deed of Trust, Plaintiff agreed to advance funds up to  
16 and including \$300,240.00, which would increase up to and including the amount stated in  
17 the Deed of Trust. The lien of the Plaintiff is superior to any interest, lien, or claim of the  
18 Defendants and shall remain in effect until issuance of a Sheriff's Deed.

19 d. Under the terms of the Loan all amounts due under the Note, including principal, interest,  
20 fees and costs, are due payable immediately upon the death of the borrowers. . Based upon  
21 information and belief the Borrower, MYRTLE NAGLOSKY passed away on 11/19/2010  
22 and Borrower MICHAEL NAGLOSKY passed away on 10/14/2015. Therefore, the Loan is  
23 in default. The amount of debt secured by the Deed of Trust that is now due and owing is  
24 comprised of the following amounts (the "Amount Due"):

- 25 a) Unpaid principal balance: \$253,645.20  
26 b) Prejudgment interest through \$8,890.03  
27 4/10/2019

1 c) Additional amounts due under the terms of the loan: \$16,010.27

2 d) Attorney fees and costs: \$3,974.98

3 e) Prevailing party fee (ORS 20.190 (1)(a)): \$85.00

4 **Total: \$282,605.48**

5  
6 Pursuant to ORS 82.010 (2), post-judgment interest shall accrue on the Amount Due from the  
7 date of entry of this judgment through the sale of the Subject Property at the rate of 9.00%  
8 per annum.

9 e. The interest of the Defendants and any successor in interest in the Subject Property is  
10 foreclosed and terminated excepting only any statutory right of redemption as provided by  
11 Oregon law.

12 f. Pursuant to 38 U.S.C. § 3720 (d), because the United States' lien is subordinate to the  
13 Plaintiff's lien and is guaranteed/insured by the FHA, the federal government does not have a  
14 28 U.S.C. § 2410(c) one-year redemption right in this case.

15 g. The Defendants are not entitled to a homestead exception as against Plaintiff's judgment.

16 h. All right, title and interest in the Subject Property that MICHAEL NAGLOSKY and  
17 MYRTLE NAGLOSKY had as of the date of the Deed of Trust or thereafter acquired is  
18 hereby ordered to be sold by the Marion County Sheriff's Office in accordance with the  
19 process for sale upon execution, and the proceeds of sale shall be applied:

20 1) First, to the costs of sale not incurred by Plaintiff;

21 2) Second, to the Amount Due, plus post-judgment interest accruing from the date of  
22 entry of judgment through the date of the sale and any incurred costs of sale;

23 3) Third, the surplus, if any, to the Defendants in the priority as their interest may  
24 appear, described *infra*, or to the clerk of the court to be distributed by the Court to  
25 such party or parties as they may establish their right thereto.



- 1 i. Plaintiff may become purchaser at the sale of the Subject Property and, pursuant to ORS  
2 18.936 (2), may credit bid up to the Amount Due, plus post-judgment interest accruing from  
3 the date of entry of judgment through the date of the sale and any incurred costs of sale.
- 4 j. The purchaser at the sale is entitled to exclusive and immediate possession of the Subject  
5 Property from and after the date of the sale and is entitled to such remedies as are available at  
6 law or in equity to secure possession. The purchaser at the sale may apply to the Court for a  
7 writ of assistance if any Defendant, other party, or other person shall refuse to surrender  
8 possession to the purchaser immediately upon the purchaser's demand for possession.
- 9 k. In the event the proceeds of sale are insufficient to pay the Amount Due, Plaintiff shall not be  
10 entitled to any further or other judgment, including a judgment for the deficiency.
- 11 l. If, before the sale, the Amount Due is brought into court and paid to the clerk, the execution,  
12 if issued, shall be recalled and the effect of the judgment as to the Amount Due shall be  
13 terminated.
- 14 m. Pursuant to ORS 18.950 (4), the apparent priority of liens subsequent and inferior to the  
15 Deed of Trust are as follows:

16 1) Defendant UNITED STATES OF AMERICA may claim an interest in the Subject  
17 Property under the terms of an additional, subordinate note and deed of trust,  
18 associated with this loan issued to the Secretary of Housing and Urban Development  
19 (the "HUD Loan") in the amount of \$300,240.00. The deed of trust associated with  
20 the HUD Loan is recorded in the official records of Marion County as Book 2699,  
21 Page 344 on 08/31/2006.

22 ///

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1 2) Defendant STATE OF OREGON has or may have a lien against the Property under  
2 the State of Oregon tax deferral program.

Signed: 5/6/2019 02:12 PM

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\_\_\_\_\_  
Circuit Court Judge Channing Bennett

I hereby certify that the requirements of UTCR 5.100 have been satisfied.

This proposed Judgment Of Foreclosure is ready for judicial signature because:

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, \_\_\_\_\_ agreed to independently file any remaining objection.

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.

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

1 [ ] This is a proposed judgment that includes an award of punitive damages and notice  
2 has been served on the Director of the Crime Victims' Assistance Section as required  
3 by subsection (4) of this rule.

4 [ ] Other: \_\_\_\_\_

5 Dated: April 29, 2019, and submitted by:

6 **McCarthy & Holthus, LLP**

7 s/ Jeremy Clifford

8 Jeremy Clifford OSB No. 142987

9 920 SW 3rd Ave, 1st Floor

10 Portland, OR 97204

11 Phone: (971) 201-3200

12 Fax: (971) 201-3202

13 jclifford@mccarthyholthus.com

14 Of Attorneys for Plaintiff

# Exhibit 1

## Legal description

LOT 12, BLOCK 3, GLYNBROOK, IN THE CITY OF KEIZER, MARION COUNTY AND STATE OF OREGON.