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

BANK OF NEW YORK MELLON TRUST
COMPANY, N.A. AS TRUSTEE FOR
MORTGAGE ASSETS MANAGEMENT
SERIES I TRUST,

Case No. 20CV07815

WRIT OF EXECUTION

Plaintiff,

v.

BESSIE D. KRICHBAUM; THE
SECRETARY OF HOUSING AND URBAN
DEVELOPMENT; and ALL OTHER
PERSONS OR PARTIES UNKNOWN
CLAIMING ANY RIGHT, TITLE, LIEN, OR
INTEREST IN THE REAL PROPERTY
COMMONLY KNOWN AS 144659
INGLEWOOD ROAD, LA PINE, OREGON
97739,

Defendant.

TO THE KLAMATH COUNTY SHERIFF:

On May 18, 2021, a General Judgment of Foreclosure and Declaration of Amount due by Default was entered by the Klamath 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 BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST c/o Aldridge Pite, LLP, 1050 SW 6th Avenue Suite 1100, Portland, OR 97204.

The real property to be sold at public auction is commonly known as 144659 INGLEWOOD ROAD, LA PINE, OREGON 97739 ("Subject Property"), and legally described

1 as:

2 **LOTS 146 AND 147, BLOCK 1, TRACT 1060, SUN FOREST ESTATES,**
3 **ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF**
4 **THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

4 The total amount due and owing on the Judgment as of October 26, 2021

5	Judgment:	Principal	\$196,061.68
6	Pre-Judgment:	Interest(6.4500%,\$29.0479/day)	\$8,452.94 (7/31/2020 through 5/18/21)
7		Attorney Fees	\$3,325.00
8		Costs	\$1,519.95
9		Prevailing Party Fee	\$325.00
10	Post-Judgment:	Interest(9%,\$51.76/day)	\$8,333.36 (5/19/2021 through 10/26/21)
11		Attorney Fees	\$260.00
12		Costs	\$0.00

13 **TOTAL: \$218,277.93**

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

19 *///*

20 *///*

21 *///*

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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.

John M. Powell (TCA)
by *[Signature]*



Presented by:
ALDRIDGE PITE, LLP

[Signature]

Shannon K. Calt
I am approving
this document
with my legally
binding
signature
Portland,
Oregon
2021-10-27 10:
13:48

By: _____
Shannon K. Calt, OSB #121855
of Attorneys for Plaintiff
(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 KLAMATH**

BANK OF NEW YORK MELLON TRUST
COMPANY, N.A. AS TRUSTEE FOR
MORTGAGE ASSETS MANAGEMENT
SERIES I TRUST,

Plaintiff,

v.

BESSIE D. KRICHBAUM; THE
SECRETARY OF HOUSING AND URBAN
DEVELOPMENT; and ALL OTHER
PERSONS OR PARTIES UNKNOWN
CLAIMING ANY RIGHT, TITLE, LIEN, OR
INTEREST IN THE REAL PROPERTY
COMMONLY KNOWN AS 144659
INGLEWOOD ROAD, LA PINE, OREGON
97739,

Defendants.

Case No. 20CV07815

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

ORCP Rule 69

THIS IS A JUDGMENT OF FORECLOSURE
AND DOES NOT CONSTITUTE A MONEY
AWARD AGAINST ANY DEFENDANT

Based upon the Court's Order of Default against defendants Bessie D. Krichbaum, The Secretary of Housing and Urban Development, and All Other Persons or Parties Unknown claiming any right, title, lien, or interest in The Real Property commonly known as 144659 Inglewood Road, La Pine, Oregon 97739, the records on file herein, and pursuant to the Motion for General Judgment and Declaration of Amount Due by Default by Plaintiff Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust ("Plaintiff"),

IT IS HEREBY ADJUDGED:

1. Plaintiff's security interest in the real property located at 144659 Inglewood Road, La Pine, Oregon 97739 ("Subject Property"), as evidenced by the Deed of Trust recorded

1 December 15, 2006 in the official records of Klamath County as instrument number 2006-
2 024825 ("Deed of Trust"), is a viable first priority lien, superior to the interests of all the
3 Defendants. All rights, claims, ownerships, liens, titles and demands of all Defendants are
4 subsequent to Plaintiff's lien as created by the Note and Deed of Trust. The Subject Property is
5 legally described as follows:

6
7 Lots 146 and 147, Block 1, Tract 1060, SUN FOREST ESTATES, according to
8 the official plat thereof on file in the office of the County Clerk of Klamath
9 County, Oregon.

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

13 3. Plaintiff has submitted a Declaration of Amount Due and is owed the total amount
14 due under the Note and Deed of Trust and any future advances and/or fees that may be made or
15 incurred pursuant to the terms of the Note and Deed of Trust up to the date of the execution sale.
16 This amount is to be satisfied by sale of the Subject Property as directed under this Judgment;

17 4. Plaintiff is owed reasonable attorney fees plus the remaining flat rate fees for an
18 uncontested execution on the Judgment, pursuant to the Note and Deed of Trust and ORCP Rule
19 68(C), which amount may be added to the outstanding obligation due and owing under the Note
20 and Deed of Trust and recovered from the proceeds of the sheriff's sale. Pursuant to the Deed of
21 Trust, these fees continue to accrue to the date of the execution sale. This amount to be satisfied
22 by sale of the Subject Property as directed under this Judgment;

23 5. Plaintiff is owed costs of suit pursuant to the Note and Deed of Trust, ORCP Rule
24 68(A)(2) and ORS 20.115(4), which may be added to the outstanding obligation due and owing
25 under the Note and Deed of Trust and recovered from the proceeds of the sheriff's sale. Pursuant
26 to the Deed of Trust, these costs continue to accrue to the date of the execution sale. This

1 amount to be satisfied by sale of the Subject Property as directed under this Judgment;

2 6. Plaintiff is owed the prevailing party fee of \$325.00, this amount to be satisfied by
3 sale of the Subject Property as directed under this Judgment.

4 7. The Sheriff shall make a return on the writ of execution to the court administrator
5 along with the proceeds of the sale, if any. The proceeds of the sale, if any, shall be applied first
6 toward the costs of the sale; then toward the satisfaction of Plaintiff's Judgment of Foreclosure
7 awarded herein; and the surplus, if any, to the clerk of the court to be distributed to such party or
8 parties as may establish their right thereto. The Defendants and all persons claiming through or
9 under Defendants, whether lien claimants, judgment creditors, claimants arising under junior
10 mortgages or deeds of trust, purchasers, encumbrances or otherwise, shall be barred and
11 foreclosed from all rights, claims, interest or equity of redemption in the Subject Property and
12 every part of the Subject Property when the time for redemption has elapsed;

13 8. Plaintiff or any other party to this action may become a purchaser at the
14 foreclosure sale, and such purchaser shall be immediately let into possession of the subject
15 property, until redemption of the property, if any. The purchaser at the foreclosure sale or any
16 successor in interest may apply to this Court for a writ of assistance to gain possession of the
17 subject property if Defendants or any other party or person refuses to surrender possession;

18 DECLARATION OF AMOUNT DUE BY DEFAULT

19 THIS IS A JUDGMENT OF FORECLOSURE AND DOES NOT CONSTITUTE A
20 MONEY AWARD AGAINST ANY DEFENDANT

21 1. The total amount of the unpaid principal balance, interest, and other amounts
22 owed is \$196,061.68.

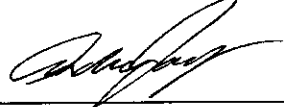
23 2. Simple interest at the variable rate currently at 6.4500% (\$29.0479 *per diem*) after
24 July 31, 2020, through the date of judgment.

25 3. Attorney fees of \$3,325.00, plus \$260.00 through the date of sale.
26

- 1 4. Costs of \$1,519.95, plus costs accrued through the date of sale.
- 2 5. Prevailing party fee: \$325.00.
- 3 6. Post-judgment interest thereafter on the total amount above, #1-5, at the contract
- 4 rate of interest or 9.000% per annum, whichever is greater, through the date of sale.

5 **IT IS SO ADJUDGED**

Signed: 5/17/2021 12:55 PM



Circuit Court Judge Andrea Janney

11 **CERTIFICATE OF READINESS**

12 This proposed Order or Judgment is ready for judicial signature because:

- 13 1. Each party affected by this order or judgment has stipulated to the order or judgment,
- 14 as shown by each party's signature on the document being submitted.
- 15 2. Each party affected by this order or judgment has approved the order or judgment, as
- 16 shown by each party's signature on the document being submitted or by written confirmation of approval sent to me.
- 17 3. I have served a copy of this order or judgment on all parties entitled to service and:
 - 18 a. No objection has been served on me;
 - 19 b. I received objections that I could not resolve with a party despite reasonable
 - 20 efforts to do so. I have filed a copy of the objections I received and indicated which objections remain unresolved.
 - 21 c. After conferring about objections, [**role and name of objecting party**]
 - 22 agreed to independently file any remaining objection.
- 23 4. Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise.

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5. 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 (5) of this rule.
6. Other: _____

Presented By:
ALDRIDGE PITE, LLP

/s/ Christina M. Andreoni
Christina M. Andreoni OSB No. 160875
Of Attorneys for Plaintiff
(858) 750-7600
(503) 222-2260 (Facsimile)
orecourtnotices@aldridgepite.com

Date: 5/4/21

111 SW Columbia Street, Suite 950
Portland, OR 97201

ISSUED BY:

AmeriTitle, Inc.
300 Klamath Ave.
Klamath Falls, OR 97601

Michael Scott
Servicelink - Default
1200 Cherrington Pkwy.
Coraopolis, PA 15108
Your Reference: 191239779-OR-MSO

Property Address:
144659 Inglewood Road
La Pine, OR 97739

EXHIBIT 1

Title No. : 338680AM	Title Examiner: Brenda Rodriguez
Guarantee No.: 7380537-47026971	Effective Date : December 4, 2019 at 7:30 a.m.
Liability : \$187,034.83	Fee: \$670.00

A. The Assured is:

Mortgage Electronic Registration Systems, Inc. (MERS), a Delaware corporation, its Successors or Assigns,
as nominee for Financial Freedom Acquisition LLC

B. The encumbrance to be enforced is:

Deed Type: Adjustable Rate Home Equity Conversion Line of Credit Deed of Trust
Amount: \$300,240.00
Trustor/Grantor: George E. Krichbaum and Delores B. Krichbaum, husband and wife
Trustee: First American Title Insurance Company of Oregon
Beneficiary: Financial Freedom Senior Funding Corporation, a subsidiary of Indymac Bank
Dated: December 11, 2006
Recorded Date: December 15, 2006
Instrument No.: 2006-024825

C. The estate or interest in the land which is covered by this Guarantee is:

A Fee

D. Title to the estate or interest in the land is vested, as of the effective date, in:

George E. Krichbaum and Delores B. Krichbaum, as Tenants by the Entirety

E. The land referred to in this Guarantee is described as follows:

Lots 146 and 147, Block 1, Tract 1060, SUN FOREST ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

F. As of the effective date, the land covered by this Guarantee is subject to the following Exceptions:

1. Taxes assessed under Code No. 211 Account No. 142232 Map No. 2310-036D0-07800
The 2019-2020 Taxes: \$1,580.08, plus interest, unpaid.
2. Special Assessment disclosed by the Klamath tax rolls:
For: Sun Forest Estates Road District
3. Special Assessment disclosed by the Klamath tax rolls:
For: Walker Range Timber Fire Patrol
4. Restrictions and easements as shown on the official plat of said land.
5. Building Setbacks as shown on the official plat of said land.
6. Utilities Easements as shown on the official plat of said land.
7. Reservations of all mineral rights, to be held 3/4 by Delbert Hale and 1/4 by E. Carlyle Smith, including the terms and provisions contained therein, in deed from Delbert Hale and Margaret B. Hale, husband and wife and E. Carlyle Smith and Phyllis M. Smith, husband and wife.
Recorded: October 25, 1966
Volume: M66, page 11271
The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
8. Articles of Association, including the terms and provisions thereof,
Recorded: September 19, 1972
Volume: M72, page 10581
9. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: September 19, 1972
Volume: M72, page 10585

Said Covenants, Conditions and Restrictions set forth above contain, among other things, levies and assessments of Sun Forest Estates Homeowner's Association.
10. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Midstate Electric Cooperative, Inc., a cooperative corporation
Recorded: July 15, 1992
Volume: M92, page 15523
11. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Midstate Electric Cooperative, Inc.
Recorded: March 2, 2000
Volume: M00, page 6586

12. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:

Amount: \$300,240.00

Trustor/Grantor: George E. Krichbaum and Delores B. Krichbaum, husband and wife

Trustee: First American Title Insurance Company of Oregon

Beneficiary: Financial Freedom Senior Funding Corporation, a Subsidiary of Indymac Bank, F.S.B.

Dated: December 11, 2006

Recorded: December 15, 2006

Instrument No.: 2006-024825

This Deed of Trust secures an equity line of credit and/or revolving loan. The Company requires satisfactory written statement from the existing lender confirming; (a) the payoff amount, (b) that the line of credit has been closed, and no further draws/advances will be permitted and/or the right to future advances has been terminated, and (c) agreeing to deliver a full satisfaction/release upon payment of the outstanding balance, (d) satisfactory documentation from the borrower to close the account.

The beneficial interest under said Deed of Trust was assigned of record to Mortgage Electronic Registration Systems, Inc. (MERS), a Delaware corporation, its Successors or Assigns, as nominee for Financial Freedom Acquisition LLC by assignment,

Recorded: October 6, 2009

Instrument No.: 2009-013077

13. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:

Amount: \$300,240.00

Trustor/Grantor: George E. Krichbaum and Delores B. Krichbaum, husband and wife

Trustee: First American Title Insurance Company of Oregon

Beneficiary: Secretary of Housing and Urban Development

Dated: December 11, 2006

Recorded: December 15, 2006

Instrument No.: 2006-024826

This Deed of Trust secures an equity line of credit and/or revolving loan. The Company requires satisfactory written statement from the existing lender confirming; (a) the payoff amount, (b) that the line of credit has been closed, and no further draws/advances will be permitted and/or the right to future advances has been terminated, and (c) agreeing to deliver a full satisfaction/release upon payment of the outstanding balance, (d) satisfactory documentation from the borrower to close the account.

NOTE: The Manufactured Structure located on the subject property has been detitled as evidenced by Application to Exempt a Manufactured Structure from Registration and Titling, including the terms and provisions thereof,

Recorded: November 19, 1998

Volume: M98, page 42412

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

NOTE: If the property which is the subject of this guarantee has been used, is being used, or was acquired with the intent that it be used in connection with a marijuana-related enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the federal government (or the state or local government if such use is deemed to be non-compliant with state or local law) may claim a preeminent right to the property automatically effective as of the date of the use which it deems illegal. Nothing in this guarantee provides assurances against the exercise of such a governmental forfeiture, regulatory or policy power, and further, Company expressly reserves the right to decline to close or insure such a property following the completion of any litigation or foreclosure action conducted on said property. You are advised to consult your legal counsel on whether it is required, advisable, or inadvisable to give notice to the Federal and/or State government in order to address potential forfeiture issues.

Attention is directed to the following matters for foreclosures of residential trust deeds as defined in ORS 86.705(7):

NOTE REGARDING TRUST DEED ASSIGNMENTS, APPOINTMENTS OF SUCCESSOR TRUSTEE AND MERS: ORS 86.735 requires, among other provisions, that any written assignment of a trust deed and any appointment of successor trustee be recorded for a foreclosure by advertisement and sale. Oregon case law does not recognize Mortgage Electronic Registration Systems, Inc. (MERS) as a beneficiary of a trust deed. For any claim under this guarantee or for post-foreclosure title insurance, the beneficiary or trustee may be required to document for the insurer the ownership of the indebtedness secured by the trust deed and to document the authority of MERS to execute an appointment of successor trustee or other foreclosure-related instrument on behalf of the owner of the secured indebtedness.

Attention is directed to the provisions of Senate Bill 558 (Oregon Laws 2013, Chapter 304 and House Bill 3389 Oregon Laws 2013, Chapter 625).

EXHIBIT 2

Relative to the encumbrance to be enforced, if any, shown on Exhibit 1:

1. Attention is directed to The Service members Civil Relief Act (successor to The Soldiers' and Sailors' Civil Relief Act of 1940), which restricts proceedings against persons in the military service of the United States.
2. Attention is called to the Federal Tax Lien Act of 1966 (Public Law 89-719) which, among other things, provides that written notice of a non-judicial sale be given to the Secretary of the Treasury or his or her delegate as a requirement for the discharge of a federal tax lien or the divestment of any title of the United States, and establishes a right in the United States to redeem the property within a period of 120 days from the date of such sale.
3. Except as shown on Exhibit 1, no Notice of Pendency of an action for the foreclosure of the encumbrance to be enforced has been recorded in the County in which the premises are situated.
4. This Guarantee provides no assurances with respect to any facts, rights, title, interest or claims which are not shown by the public records, and this Exhibit 2 is not intended to show the names of persons whose rights, title, interests or claims are not shown by public records, including, without limitation, those who may be known to the Assured or who could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
5. If applicable, the names and addresses, as shown therein, of persons who have recorded requests for a copy of a notice of sale or notice of default, under ORS 86.803 of the Oregon trust deed statutes are:

N/A

NOTE: Compliance with the provisions of ORS 86.786 is required.

6. If applicable, the name of the Grantor in the encumbrance whose lien is to be enforced is:

George E. Krichbaum and Delores B. Krichbaum, husband and wife

7. If applicable, the name of the successor in interest to the Grantor is:

N/A

8. If applicable, the names of additional necessary persons not shown above to be made defendants in a suit to enforce the subject encumbrance; or, if applicable, the names of additional persons who are entitled, under the Oregon trust deed statutes, ORS 86.705 et seq., to receive notice of sale; or, if applicable, the names of additional persons who are entitled, under the land sales contract forfeiture statutes, ORS 93.905, et seq., to receive notice of default, are:

The Secretary of Housing and Urban Development

Financial Freedom Senior Funding Corporation, a subsidiary of IndyMac Bank, F.S.B.

Parties in possession or claiming the right of possession