

FILED

AUG 02 2022

**CIRCUIT COURT
MULTNOMAH COUNTY, OREGON**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.

08-18-22 PM02:07

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

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE BANC OF AMERICA FUNDING CORPORATION 2008-FT1 TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2008-FT1, its successors in interest and/or assigns,

Case No.: 16CV18485

WRIT OF EXECUTION IN FORECLOSURE

Plaintiff,

vs.

TIFFANY STRAND; TRAVIS DAVIS; BANK OF AMERICA, N.A.; PREMIER RENTAL-PURCHASE; RAY KLEIN, INC. DBA PROFESSIONAL CREDIT SERVICE; ASSET SYSTEMS, INC.; STATE OF OREGON; AND OCCUPANTS OF THE PREMISES,

Defendants.

TO THE MULTNOMAH COUNTY SHERIFF:

A Judgment of Foreclosure was entered and docketed in this case on September 1, 2017. A true copy of the Judgment is attached hereto. The Judgment was entered in favor of the Plaintiff:

1 U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR BANC OF AMERICA
2 FUNDING CORPORATION 2008-FT1 TRUST, MORTGAGE PASS-THROUGH
3 CERTIFICATES, SERIES 2008-FT1

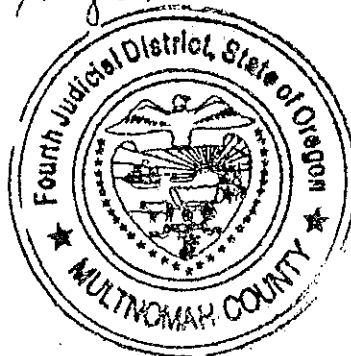
4 c/o Michael Scott
5 Attorney for Plaintiff
6 McCarthy & Holthus, LLP
7 920 SW 3rd Ave, 1st Floor
8 Portland, OR 97204

9 With the adjudicated amount due of \$101,799.06, plus pre judgment interest at the per diem of
10 \$9.06 from 1/4/2017 to 9/1/2017 in the amount of \$2,174.40, plus post judgment interest at the
11 statutory rate of 9.0% per annum from 9/1/2017 through 7/19/22 in the amount of \$44,730.23,
12 and continuing with a per diem of \$25.10, currently totaling \$148,703.69.

13 **NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON,** you are
14 hereby commanded to sell, in the manner prescribed by law for the sale of real property on
15 execution (subject to redemption of 180 days), all of the interest that the Defendant had on or
16 about August 4, 2003, the date of the Deed of Trust, and also the interest that the Defendant had
17 thereafter, in the real property described in the attached Exhibit 1 and commonly known as: 5735
18 NE 109th Street , Portland , OR 97220.

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

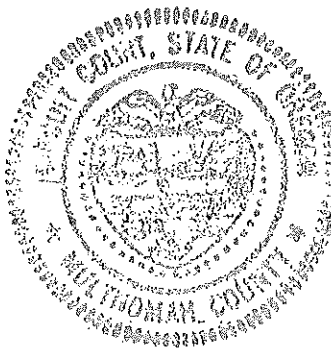
24 DATED: 2nd day of August, 2022



25 CLERK

26 Title

27 By: [Signature]



CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL.

Dated 8/2/22
BHA/Clerk
Secretary/Clerk

1 Dated July 26, 2022 and submitted by:

2 McCarthy & Holthus, LLP

3 

4 John Thomas OSB No. 024691

5 Michael Scott OSB No. 973947

6 920 SW 3rd Ave, 1st Floor

7 Portland, OR 97204

8 Phone: (971) 201-3200

9 Fax: (971) 201-3202

10 mscott@mccarthyholthus.com

11 Of Attorneys for Plaintiff

EXHIBIT 1

Exhibit 1

THE SOUTH 15 FEET OF THE EAST 160 FEET OF LOT 1, AND THE NORTH 92.5 FEET OF THE EAST 160 FEET OF LOT 2, BLOCK 105, PARKROSE, MULTNOMAH COUNTY, OREGON.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

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

U.S. BANK, NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE HOLDERS OF THE
BANC OF AMERICAN FUNDING
CORPORATION, 2008-FTI TRUST,
MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2008-FTI, its
successors in interest and/or assigns,

Plaintiff,

v.

TIFFANY STRAND; TRAVIS DAVIS; BANK
OF AMERICA, N.A.; PREMIER RENTAL-
PURCHASE; RAY KLEIN, INC. DBA
PROFESSIONAL CREDIT SERVICE; ASSET
SYSTEMS, INC.; STATE OF OREGON; AND
OCCUPANTS OF THE PREMISES,

Defendants.

Case No. 16CV18485

**GENERAL JUDGMENT OF
FORECLOSURE AND SALE
AGAINST:**

- (1) TIFFANY STRAND;
- (2) PREMIER RENTAL-PURCHASE;
- (3) RAY KLEIN, INC. DBA
PROFESSIONAL CREDIT
SERVICE;
- (4) ASSET SYSTEMS, INC.;
- (5) STATE OF OREGON;
- (6) OCCUPANTS OF THE PREMISES

**STIPULATED JUDGMENT
AGAINST:**

- (7) BANK OF AMERICA, N.A.

1.

THIS MATTER coming regularly before the Court on this day and it appearing from the record herein that plaintiff U.S. Bank, National Association, as Trustee for the Holders of the Banc of American Funding Corporation, 2008-FTI Trust, Mortgage Pass-Through Certificates, series 2008-FTI, its successors in interest and/or assigns ("Plaintiff"), filed its Complaint for deed of trust foreclosure; that defendants Tiffany Strand; Premier Rental-Purchase; Ray Klein, Inc. dba Professional Credit Service; Asset Systems, Inc.; State of Oregon; and Occupants of the Premises were duly served with the Summons and Complaint as required by law; that defendants Tiffany Strand; Premier Rental-

1 Purchase; Ray Klein, Inc. dba Professional Credit Service; Asset Systems, Inc.; State of Oregon; and
2 Occupants of the Premises failed to appear; that an Order of Default has been entered against them on
3 Plaintiff's Complaint; that defendant Bank of America, N.A. has stipulated to the relief sought and set
4 forth in this judgment; and, consequently this General Judgment of foreclosure is submitted in
5 accordance with UTCR 5.100 (3)(c).

6
7 2.

8 Plaintiff hereby requests this general judgment for foreclosure and sale be entered into the
9 Court's register to accomplish the following: to foreclose any and all interest of defendants Tiffany
10 Strand; Premier Rental-Purchase; Ray Klein, Inc. dba Professional Credit Service; Asset Systems, Inc.;
11 State of Oregon; and Occupants of the Premises in the real property subject to this foreclosure action,
12 located at 5735 Northeast 109th Avenue, Portland, Oregon 97220 (the "Property").

13
14 3.

15 The court being fully advised in the Premise, finding good cause exists so this general judgment
16 of foreclosure and sale may be entered in favor of Plaintiff and against Tiffany Strand; Premier Rental-
17 Purchase; Ray Klein, Inc. dba Professional Credit Service; Asset Systems, Inc.; State of Oregon; and
18 Occupants of the Premises, all of them, it is hereby

19 ORDERED AND ADJUDGED:

20
21 4.

22 That the Deed of Trust dated August 4, 2003, executed by Johnny Lee Davis and Linda J. Davis
23 for the benefit of Bank of America, N.A. ("Deed of Trust"), recorded on August 21, 2003 as Instrument
24 No. 2003-195991 in the official records of Multnomah County, Oregon, and subsequently assigned to
25 Plaintiff by way of an assignment recorded on January 16, 2013 as Instrument No. 2013-007823, is a
26

1 valid lien for the amount due and owing as set forth in Paragraph 14 herein, against the Property
2 situated in Multnomah County, Oregon, and described as follows

3 THE SOUTH 15 FEET OF THE EAST 160 FEET OF LOT 1, AND THE
4 NORTH 92.5 FEET OF THE EAST 160 FEET OF LOT 2, BLOCK 105,
5 PARKROSE, MULTNOMAH COUNTY, OREGON.

6 5.

7 That the lien of the Deed of Trust is superior to any interest, lien, or claim of defendants Tiffany
8 Strand; Premier Rental-Purchase; Ray Klein, Inc. dba Professional Credit Service; Asset Systems, Inc.;
9 State of Oregon; and Occupants of the Premises in the Property, and that said Deed of Trust is hereby
10 foreclosed by this Court on the Property.

11 6.

12 That defendant Tiffany Strand previously filed for protection under Chapter 13 of the United
13 States Bankruptcy Code, Case No. 15-31650, District of Oregon, Portland Division. The bankruptcy
14 case was dismissed and closed on September 22, 2015 (the "Bankruptcy Dismissal Order"). Thus, this
15 suit does not constitute an attempt to collect the debt in violation of the Bankruptcy Dismissal Order.
16 Rather, this judgment of foreclosure and sale is to be enforced by execution and sale of the Property as
17 security for the debt owed under the terms of the Deed of Trust, as contemplated by the bankruptcy
18 code, and pursuant to ORS 88.010 and 88.060.

19 //
20 //
21 //
22 //
23 //
24 //
25 //
26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

7.

That defendants Tiffany Strand; Premier Rental-Purchase; Ray Klein, Inc. dba Professional Credit Service; Asset Systems, Inc.; State of Oregon; and Occupants of the Premises, each of them, and all parties claiming by, through, or under them as purchasers, encumbrances, or otherwise, are forever barred and foreclosed of all interests, liens, or claims in the Property, and every portion thereof, excepting only the statutory right of redemption provided by the laws of the State of Oregon.

8.

That defendants Tiffany Strand; Premier Rental-Purchase; Ray Klein, Inc. dba Professional Credit Service; Asset Systems, Inc.; State of Oregon; and Occupants of the Premises, all of them, are not entitled to a homestead exemption as against Plaintiff's Deed of Trust.

9.

That all of the right, title and interest which Johnny Lee Davis and Linda J. Davis had on August 4, 2003, the date of the Deed of Trust, and all of the right, title and interest defendants Tiffany Strand; Premier Rental-Purchase; Ray Klein, Inc. dba Professional Credit Service; Asset Systems, Inc.; State of Oregon; and Occupants of the Premises and any successor thereafter had in and to the real Property is hereby ordered to be sold by law, and the proceeds of sale shall be applied first toward the sheriff's fees and costs of sale, then toward the satisfaction of the amount due and owing set forth in Paragraph 14 herein; and the surplus, if any, to the Clerk of the Court to be disbursed to such party or parties as may establish their right thereto.

//

//

//

1
2 That Plaintiff and defendant Bank of America, N.A. have agreed and stipulated to the inclusion
3 of the following terms to be memorialized in this General Judgment of Foreclosure:

4 (a) That the Deed of Trust dated August 4, 2003, granted by Johnny Lee Davis and Linda J.

5 Davis for the benefit of Plaintiff, and recorded in the real property records on August 21,
6 2003 as Multnomah Instrument No. 2003-195991 is a valid first priority lien on the Property
7 for the amount of the indebtedness owed to the Plaintiff by Johnny Lee Davis and Linda J.
8 Davis (including principal, interest, costs, attorney's fees and other fees and costs allowable
9 by law) and to be reduced to Plaintiff's General Judgment of Foreclosure and Sale, and is
10 superior to any and all right, title, interest, claim or lien held in the Property by defendant
11 Bank of America, N.A.;

12
13 (b) That the interest claimed in the Property by defendant Bank of America, N.A. by virtue of a
14 Trust Deed, Multnomah County Recording No. 2008-005949, executed by Johnny L. Davis
15 in the amount of \$80,000.00 (the "BANA Trust Deed") is a valid junior lien against the
16 Property, and that the interest of Bank of America, N.A. in the Property, and all parties
17 claiming through or under them as purchasers, encumbrancers, or otherwise by virtue of the
18 "BANA Trust Deed" is hereby foreclosed, and is forever barred and foreclosed of all
19 interest, lien, or claim in the Property and every portion thereof excepting their statutory
20 right of redemption provided by the laws of the state of Oregon and/or Federal law, and their
21 claim for any surplus sale proceeds from the sheriff's sale of the Property in excess of the
22 amount required to pay sales costs, sheriff's fees, and Plaintiff's General Judgment of
23 Foreclosure and Sale;
24
25
26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

- (c) That defendant Bank of America, N.A. or any party claiming by, through, or under them, is not entitled to a homestead exemption as against Plaintiff's Deed of Trust; and
- (d) That no money judgment will be entered against defendant Bank of America, N.A.

11.

That Plaintiff may become purchaser at the sheriff's sale of the Property and may bid up to the aggregate amount due and owing set forth in Paragraph 14 herein, plus interest from the date of this Judgment until sale without advancing any cash except money required for the sheriff's sale.

12.

That the Plaintiff, if the successful purchaser of the Property at the sheriff's sale, reserves the right to motion the court after sale for exclusive and immediate possession of the Property through the issuance and enforcement of a writ of assistance, should defendants Tiffany Strand; Premier Rental-Purchase; Ray Klein, Inc. dba Professional Credit Service; Asset Systems, Inc.; State of Oregon; and Occupants of the Premises refuse to surrender possession of the Property immediately upon the purchaser's demand for possession.

13.

That Plaintiff is entitled to, and is hereby awarded its attorney fees and costs incurred in this action, and that Plaintiff's attorney fees in the amount of \$3,160.00 and its litigation costs in the amount of \$1,501.00, shall be, ~~and shall be secured by a deed of trust to be recorded by the plaintiff~~ made part of the amount of the debt secured by Plaintiff's Deed of Trust.

//
//
//

1 Post-Judgment interest thereafter on the Total
2 Amount Due at the contract rate of interest, or
3 9.000% per annum, whichever is greater.

4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Total Amount Due \$101,799.06

///

///

///

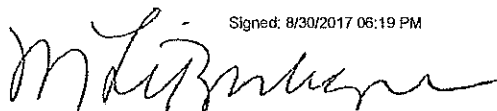
///

///

///

///

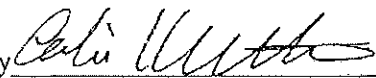
Signed: 8/30/2017 06:19 PM



Presented by:

Circuit Court Judge Marilyn E. Litzenberger

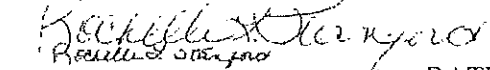
RCO LEGAL, P.C.

By  DATED 5/5/17

Calvin Knickerbocker, OSB # 050110
Attorneys for Plaintiff
511 SW 10th Ave., Ste. 400
Portland, OR 97205
Telephone (503) 977-7840 Facsimile (503) 977-7963
cknickerbocker@rcolegal.com

and

ALDRIDGE PITE LLP

By  DATED 2/15/17

Rochelle L. Stanford, OSB # 062444
Attorneys for defendant Bank of America, N.A.
4375 Jutland Dr., Suite 200
San Diego, CA 92117
Telephone (619) 326-2404 Facsimile (619) 590-1385
rstanford@aldridgepite.com

GENERAL JUDGMENT OF FORECLOSURE AND SALE - 8

7303.51481

RCO
LEGAL, P.C.

511 SW 10th Ave., Ste. 400
Portland, OR 97205
Phone: 503.977.7840
Fax: 503.977.7963

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

CERTIFICATE OF UTCR 5.100 COMPLIANCE

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

- A. The order or judgment was served on the opposing counsel not less than 3 days prior to submission to the court, or mailed to a self-represented party at the party's last known address not less than 7 days prior to submission to the court with a notice of the time period to object.
- B. The order or judgment is accompanied by a stipulation by opposing counsel that no objection exists as to the judgment or order.
- C. The judgment or order is exempt from UTCR 5.100(1) because:
- a. The judgment or order is a proposed order or judgment presented in open court with the parties present.
 - b. The judgment or order is of a kind that may be presented *ex parte* and has been submitted either in person or by mail *ex parte*.
 - c. The judgment is a proposed judgment after an order for default has already been entered or is being simultaneously requested against the opposing party.
 - d. The proposed judgment is subject to UTCR 10.0099
 - e. The proposed judgment or order is an uncontested probate and protective proceeding.
 - f. This matter is certified to the court under ORS 416.422, 416.430, 416.435, or 416.448.
- D. In compliance with UTCR 5.100(2)(b), the drafting party certifies the following as to why the proposed judgment or order is ready for a judicial signature:
- 1. 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.
 - 2. 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.
 - 3. I have served a copy of this order or judgment on all parties entitled to service and:
 - a. No objection has been served on me.
 - b. 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.
 - c. After conferring about objections, [role and name of opposing party] agreed to independently file any remaining objection.
 - 4. The relief sought is against an opposing party who has been found to be in default.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

- 5. [] An order of default is being requested with this proposed judgment.
- 6. [] Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise noted.
- 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 (4) of this rule.

Dated this 5 day of may, 2017

By, Calvin Knickerbocker
Calvin Knickerbocker OSB#050110
Attorney for Plaintiff