

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

IN AND FOR THE COUNTY OF MULTNOMAH

UMB BANK, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS LEGAL TITLE TRUSTEE FOR LVS TITLE TRUST XIII

Case No. 120608110

Plaintiff,

WRIT OF EXECUTION

vs.

KENNETH G. LONG A/K/A KENNETH GALE LONG; SUSAN L. LONG A/K/A SUSAN LONG A/K/A SUSAN LOUISE LONG; STATE OF OREGON; FINCO HOLDING CORP., DBA EQUITABLE FINANCE COMPANY, OTHER PERSONS OR PARTIES, including OCCUPANTS, UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE PROPERTY DESCRIBED IN THE COMPLAINT HEREIN

Defendants.

TO: MULTNOMAH COUNTY SHERIFF

WHEREAS, on August 15, 2014, in the above-entitled court, a General Judgment of Foreclosure and Sale, with said Judgment containing therein a Declaration of Amount Due and was duly entered and docketed in the above-entitled cause

1- WRIT OF EXECUTION
JLF No. 12-110048

JANEWAY LAW FIRM, LLC
1499 SE Tech Center Place, Suite 255, Vancouver, WA 98683
Telephone (360) 260-2253 (800)970-5647
Fax (360) 260-2285
ksutherland@logs.com

00:05:22 09/05/14

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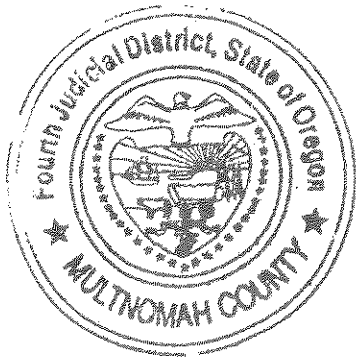
1 NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON, you are hereby
2 commanded to sell, in the manner prescribed by law for the sale of real property upon execution
3 (subject to redemption) all of the interest which the defendants had on September 23, 2005, the
4 date of the deed of trust, and also all of the interest which the defendants acquired thereafter, in
5 the real property described in the judgment:

6 LOT 13, BLOCK 5, ARLETA PARK NO. 2, IN THE CITY OF PORTLAND, COUNTY OF
7 MULTNOMAH AND STATE OF OREGON.

8 and commonly known as 6319 SE 86th Avenue, Portland, OR 97266 to satisfy the sum of
9 \$285,442.60, as of June 28, 2022, together with additional post judgment interest of 9.00% from
10 that date (\$41.19 per day), and costs of this execution, making due return within 60 days after you
11 receive this writ.
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1 UMB Bank, National Association, not in its individual capacity, but solely as legal title
2 trustee for LVS Title Trust XIII is the Judgment Creditor, by the virtue of the Assignment of
3 Judgment, and its address for purpose of this writ only is: C/O Janeway Law Firm, LLC, 1499
4 SE Tech Center Place, Suite 255, Vancouver, WA 98683 (360) 260-2253. Janeway Law Firm,
5 LLC is the attorney for the Judgment Creditor.
6



11
12

[Handwritten Signature] 7.13.22
CLERK

13
14 Submitted by:
15 Attorneys for Plaintiff,
16 JANEWAY LAW FIRM, LLC

17 By: *[Handwritten Signature]*

18 James A. Craft #090146 [jcraft@janewaylaw.com]
19 1499 SE Tech Center Place, Suite 255, Vancouver, WA 98683
20 (360) 260-2253; Fax (360) 260-2285

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

WELLS FARGO BANK, N.A.

Plaintiff,

vs.

KENNETH G. LONG A/K/A KENNETH GALE
LONG; SUSAN L. LONG A/K/A SUSAN LONG
A/K/A SUSAN LOUISE LONG; STATE OF
OREGON; FINCO HOLDING CORP., DBA
EQUITABLE FINANCE COMPANY, OTHER
PERSONS OR PARTIES, including
OCCUPANTS, UNKNOWN CLAIMING ANY
RIGHT, TITLE, LIEN, OR INTEREST IN THE
PROPERTY DESCRIBED IN THE COMPLAINT
HEREIN

Defendants.

Case No. 120608110

**ASSIGNMENT OF JUDGMENT
[IN FULL]**

ORS 18.205

Under penalty of perjury, I, depose and say:

I am the attorney for Plaintiff in the above – captioned proceeding, and in that capacity, and with said client's authority, and pursuant to *ORS 18.205*, hereby transfer and assign ALL rights, title and interests on the behalf of the Plaintiff herein in the judgment or record entered on August 15, 2014 in the amount of \$167,062.54 to UMB BANK, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS LEGAL TITLE TRUSTEE FOR LVS TITLE

TRUST XIII as follows:

1 – ASSIGNMENT OF JUDGMENT
S&S No. 12-110048

JANEWAY LAW FIRM, LLC
1499 SE Tech Center Place, Suite 255, Vancouver, WA 98683
Telephone (360) 260-2253 (800)970-5647
Fax (360) 260-2285
ksutherland@logs.com

1. Judgment Amount: \$167,062.54
2. Judgment Creditor: Wells Fargo Bank, N.A.
3. Judgment Debtor (in rem): 6319 SE 86th Avenue, Portland, OR 97266
4. Successor/Transferee: UMB BANK, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS LEGAL TITLE TRUSTEE FOR LVS TITLE TRUST XIII

Address: 15480 Laguna Canyon Road, Suite 100

City, State: Irvine, CA 92618

Wherefore Plaintiff, assignor, acquired Judgment as set forth above, and is currently the holder of said judgment, upon execution hereof, ALL RIGHT(s), TITLE and INTEREST(s), shall by operation, vest in UMB BANK, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS LEGAL TITLE TRUSTEE FOR LVS TITLE TRUST XIII, assignee, to the fullest extent permitted by law.

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2 - ASSIGNMENT OF JUDGMENT
S&S No. 12-110048

JANEWAY LAW FIRM, LLC
1499 SE Tech Center Place, Suite 255, Vancouver, WA 98683
Telephone (360) 260-2253 (800)970-5647
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1 Assignee shall have the right to collect, execute upon or further assign the judgment
2 transferred herein, as if they were the original judgment creditor, including, but not limited to:

- 3 A. Any and all rights to execution and sale;
4 B. Any and all rights to collection;
5 C. Any and all equitable remedies, including assistance and/or restitution;
6 D. Any other rights as permitted by law or equity. Oregon
7

8
9 By: 

10 James A. Craft #090146 [jcraft@janewaylaw.com]*

11 Kelly D. Sutherland #873575

[ksutherland@janewaylaw.com]

12 Gadi Shahak #180865 [gshahak@janewaylaw.com]

of JANEWAY LAW FIRM, LLC

Attorneys for Plaintiff,

1499 SE Tech Center Place, Suite 255

Vancouver, WA 98683

6950 SW Hampton Street, Suite 340*

Tigard, OR 97223*

(360) 260-2253; Fax (360) 260-2285

16 STATE OF WASHINGTON)
17) SS.
18 County of Clark)

19 This instrument was acknowledged before me on 2/7/2022 (date) by
James A. Craft (name(s) of person(s)) as attorney for Plaintiff.

20
21 **KIRA LYNCH**
Notary Public
State of Washington
License Number 188037
My Commission Expires
October 06, 2024

22 Notary Public for Washington
My commission expires: 10/6/2024

24 S&S No. 12-110048

25 3 - ASSIGNMENT OF JUDGMENT
26 S&S No. 12-110048

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ksutherland@jogs.com

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FILED

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CIRCUIT COURT
FOR MULTNOMAH COUN.

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

WELLS FARGO BANK, NA,
Plaintiff,

Case No. 120608110

GENERAL JUDGMENT OF
FORECLOSURE

vs.

KENNETH G. LONG A/K/A KENNETH GALE
LONG; SUSAN L. LONG A/K/A SUSAN LONG
A/K/A SUSAN LOUISE LONG; STATE OF
OREGON; FINCO HOLDING CORP., DBA
EQUITABLE FINANCE COMPANY, OTHER
PERSONS OR PARTIES, including
OCCUPANTS, ~~UNKNOWN CLAIMING ANY
RIGHT, TITLE, LIEN, OR INTEREST IN THE
PROPERTY DESCRIBED IN THE COMPLAINT
HEREIN,~~

Defendants.

Defendants Kenneth G. long, FINCO Holding Corp, State of Oregon, Lee Bemrose being
dismissed, and Summary Judgment being granted against Defendant: Susan L. Long:

It is hereby

ORDERED AND ADJUDGED:

1 - GENERAL JUDGMENT OF FORECLOSURE
S&S No. 12-110048

SHAPIRO & SUTHERLAND, LLC
1499 SE Tech Center Place, Suite 255, Vancouver, WA 98683

Telephone (360)260-2253 (800)970-5647

Fax (360)260-2285

ksutherland@logs.com

and "Occupants"

1 1. The real property to which this judgment relates (hereafter the "Property") is situated in
2 Multnomah County, Oregon is commonly known as 6319 SE 86th Avenue, Portland, OR
3 97266 and is legally described as follows:

4 Lot 13, Block 5, Arleta Park No. 2, in the City of Portland, County of Multnomah and
5 State of Oregon.

6 2. The Deed of Trust executed and delivered by Defendant, Kenneth G. Long and Susan L.
7 Long, Husband and Wife ("Borrower") on or about September 23, 2005 and recorded on
8 September 26, 2005 as Recorder's Fee No. 2005-184251, in the official records of
9 Multnomah County, Oregon, is a valid and perfected lien against all of the Property for the
10 amount of Plaintiff's judgment as provided herein.

11 3. The Plaintiff is the holder of the original note dated September 23, 2005 and made by
12 Kenneth G. Long and Susan L. Long in the amount of \$150,537.00. A copy of the Note was
13 attached to the complaint as Exhibit. Plaintiff is the holder of the Note and the beneficial
14 interest in the Deed of Trust (together the "Loan").

15 4. The interest of each of the Defendant(s) subject to this Judgment and any successor in
16 interest in the Property is foreclosed and terminated excepting only any statutory right of
17 redemption as provided by Oregon law.

18 5. The lien of the Plaintiff is superior to any interest, lien, or claim of the remaining
19 Defendants and shall remain in effect until issuance of a Sheriff's Deed. Upon Motion to
20 the Court and good cause shown, Plaintiff may move to rescind the foreclosure judgment
21 and to reinstate the Loan prior to the Sheriff's sale, returning the parties to their prejudgment
22 interests and priorities.

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1 6. The Defendant(s) are not entitled to a homestead exception as against Plaintiff's judgment.

2 7. All of the rights, title and interest that Borrower(s) had as of the date of the Deed of Trust or
3 thereafter acquired in the subject Property, is hereby ordered to be sold by the Multnomah
4 County Sheriff's Office in accordance with the process for sale upon execution, and the
5 proceeds of sale shall be applied; first to the costs of sale; second to satisfaction of the
6 amounts awarded Plaintiff herein; with the surplus, if any, to the Defendants in the priority
7 as their interest may appear or to the clerk of the court to be distributed to such party of
8 parties as may establish their right thereto.
9

10 8. Plaintiff or any junior lienholders may become purchaser at the sale of the Property.

11 9. The purchaser at the sale is entitled to exclusive and immediate possession of the Property
12 from and after the date of the sale and is entitled to such remedies as are available at law or
13 in equity to secure possession.
14

15 10. The purchaser at the sale may apply to the Court for a writ of assistance if any Defendant or
16 any person holding possession under or through such Defendant(s) shall refuse to surrender
17 possession to the purchaser immediately on the purchaser's demand for possession.

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25 3 - GENERAL JUDGMENT OF FORECLOSURE
26 S&S No. 12-110048

SHAPIRO & SUTHERLAND, LLC
1499 SE Tech Center Place, Suite 255, Vancouver, WA 98683
Telephone (360)260-2253 (800)970-5647
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ksutherland@logs.com

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11. Under the terms of the Loan there is now due and owing to Plaintiff the following amounts:

Principal		\$137,367.89	
Prejudgment interest at 6% through March 12, 2014 (accruing thereafter until entry of judgment at \$686.84/per mensem)			\$19,479.91
Late Charges		\$46.09	
Other Costs and fees (recoverable)		5,314.65	
Property Tax	\$3,650.56		
Hazard Insurance	\$467.62		
PMI/MIP	\$1,038.87		
Property Inspections	\$170.00		
Credit to Borrower	\$-12.40		
	Subtotal		\$142,728.63
Total plus Prejudgment Interest			\$162,208.54

12. Attorney Fees and Costs are awarded to Plaintiff as follows:

Costs			\$1,669.00
Title Search Cost		\$545.00	not allowed
Skip Trace Costs		\$3.00	
Filing Fee		\$505.00	
Lis Pendens Recording Fee		\$31.00	not allowed
Service Costs		\$310.00	
Prevailing Party Fee		\$275.00	
Attorney fees			\$3,761.00
Total			\$5,430.00

13. Post judgment interest on all amounts shall accrue from the date of judgment at the legal rate of 9% per annum pursuant to ORS 82.010.

14. This judgment shall not create a personal lien or liability against Borrower except as is customary or necessary to execute on such judgment and for purposes of redemption. In no

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event should it be construed as establishing personal liability for any persons whose debt has been extinguished in bankruptcy or by an In Rem order granting relief from stay, but only to foreclose the deed of trust mortgage.

15. Execution may issue against the subject property for the aggregate amount found due Plaintiff herein as detailed in Paragraphs 11 through 13. (together "Amounts Due"). Plaintiff may credit bid up to the Amounts Due plus such additional amounts as provided by ORS 18.936 or other applicable law.

16. If before sale such amount, including sheriff's fees for the execution, is tendered to the court and paid to the clerk, the execution, if issued, shall be recalled and the effect of the judgment as to the amounts due shall be terminated.

17. The Clerk of the Court is hereby ordered to issue a Writ of Execution in Foreclosure for the sale of the Property. Plaintiff may credit bid the amounts determined in Paragraphs 11 through 13 plus such additional amounts as provided in Paragraph 16 for purposes of ORS 18.936.

18. In the event the proceeds of sale are insufficient to pay the amounts due to Plaintiff, no general execution shall be issued and Plaintiff shall not be entitled to any further judgment, including a judgment for deficiency.

19. This Court shall retain jurisdiction to enter such additional order, judgment or decree necessary to enforce this judgment, the writ of execution or for the purchaser at the foreclosure sale to obtain possession.

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MONEY AWARD*

a.	Judgment Creditor:	Plaintiff, WELLS FARGO BANK, NA
	Address for purpose of this judgment only:	c/o Shapiro & Sutherland, LLC 1499 SE Tech Center Place, Suite 255 Vancouver, WA 98683 (360)260-2253
	Attorney for Judgment Creditor:	Shapiro & Sutherland, LLC 1499 SE Tech Center Place, Suite 255 Vancouver, WA 98683 (360)260-2253
b.	Judgment Debtor**:	Kenneth G. Long and Susan L. Long, 6319 SE 86th Avenue, Portland, OR 97266
	Year of date of birth:	n/a
	Social Security number:	n/a
	Driver's license State and Number:	Last four digits: n/a
	Attorney for Judgment Debtor is:	none
c.	The name of any person or public body, other than the Judgment Creditor's Attorney, who is entitled to any portion of the judgment:	none
d.	The amount of the judgment exclusive of amounts included in subsection (e) to (h) is:	\$142,728.63
e.	Prejudgment interest:	at the rate of 6%, through March 12, 2014 totaling, \$19,479.91 and thereafter at the rate of \$686.84 per, mensem until entry of judgment
f.	Post-judgment interest:	on all amounts awarded will accrue at the rate of 9.0% per annum pursuant to ORS 82.010 from the date of entry of judgment until the entire amount owing is paid
g.	monetary obligations that are payable on a periodic basis, any accrued arrearages, required further payments per period and	

6 - GENERAL JUDGMENT OF FORECLOSURE
S&S No 12-110048

SHAPIRO & SUTHERLAND, LLC
1499 SE Tech Center Place, Suite 255, Vancouver, WA 98683
Telephone (360)260-2253 (800)970-5647
Fax (360)260-2285
ksutherland@logs.com

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	payment dates	
h.	Costs and disbursements	\$1,669.00 - 1,093.00
	Attorney fees in the amount of:	\$3,761.00

*This section is provided to comply with ORS 18.042 and/or ORS 88.070 and is not intended to establish personal liability if such personal liability has been extinguished by a Bankruptcy discharge or by an order granting relief from stay In Rem .

**For execution on the subject Property only. No general execution. Not intended to be a lien on any other property of the Judgment Debtor.

Dated this 10 day of Aug, 2014

CIRCUIT COURT JUDGE

Submitted by:

Attorneys for Plaintiff,
SHAPIRO & SUTHERLAND, LLC

By:

[Signature]
Holger Uhl #950143 [huhl@logs.com]
7632 SW Durham Road, Suite 350, Tigard, OR 97224
(360)260-2253, Fax (360)260-2285

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NOTE

FHA Case No. 431-4183612 703

Multistate

LOAN NO. 205-857485
MIN: 1001310-2050857485-0

SEPTEMBER 23, 2005

[Date]

6319 SE 86TH AVE,
PORTLAND, OR 97266

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means AMERICAN MORTGAGE NETWORK, INC., DBA AMERICAN MORTGAGE NETWORK OF OREGON and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of ONE HUNDRED FIFTY THOUSAND FIVE HUNDRED THIRTY SEVEN AND 00/100

Dollars (U.S. \$ 150,537.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal from the date of disbursement of the loan proceeds by Lender, at the rate of SIX AND 000/1000 percent (6.000 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on NOVEMBER 01, 2005. Any principal and interest remaining on the first day of OCTOBER 2035, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at SAN DIEGO, CA 92166 P. O. BOX 85302, ATTN: CASHIER'S DEPT. or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 902.55. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

[] Graduated Payment Allonge [] Growing Equity Allonge [] Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month in the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

FHA Multistate Fixed Rate Note - 10/95
-1H (0270).02
VMP Mortgage Solutions (800)621-7297



Verified Correct Copy of Original 8/13/2014

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR AND 00/100 percent (4.00 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.



8. GIVING OF NOTICES

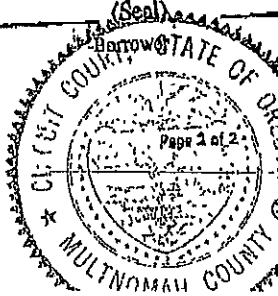
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address. Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

(Seal)		(Seal)
-Borrower	KENNETH G. LONG	-Borrower
(Seal)		(Seal)
-Borrower	SUSAN L. LONG	-Borrower
(Seal)	_____	(Seal)
-Borrower		-Borrower
(Seal)	_____	(Seal)
-Borrower		-Borrower



This note has been judicially foreclosed pursuant to ORS 88.010 in Multnomah County Case No. 12-0608110 Dated Aug 4 2014 Leslie M. Roberts Circuit Court Judge

Pay to the order of:

Without recourse, Wells Fargo Bank, N.A.
American Mortgage Network, Inc. dba
American Mortgage Network Inc of Oregon

By: Stephanie Coleman Edel

Name: STEPHANIE COLEMAN EDEL

Title: FUNDER

WITHOUT RECOURSE
PAY TO THE ORDER OF

Wells Fargo Bank, N.A.

By Lori K. Venegonia
Lori K. Venegonia
Vice President Loan Documentation



CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL

DATED: August 12, 2014

Susan Long
CLERK OF THE COURT