


County of KLAMATH
 STATE OF OREGON
 I hereby certify that this is a true and correct copy of the original.
 Clerk of Court
 By: *Susan Dowling*
 Date: 10/12/2022



_ Verified Correct Copy of Original 10/7/2022. _

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

FREEDOM MORTGAGE CORPORATION, Plaintiff, vs. THE UNKNOWN HEIRS AND DEVISEES OF DENNIS E. HAAS AKA DENNIS HAAS AKA DENNIS HAAS; CINDY HAAS AKA CINDY M. HAAS AKA CINDY MARIE HAAS; STATE OF OREGON; OCCUPANTS OF THE PROPERTY, Defendants.	Case No.: 22CV16795 WRIT OF EXECUTION IN FORECLOSURE
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TO THE KLAMATH COUNTY SHERIFF:

A Judgment of Foreclosure was entered and docketed in this case on September 27, 2022.
 A true copy of the Judgment is attached hereto. The Judgment was entered in favor of the
 Plaintiff:

FREEDOM MORTGAGE CORPORATION
 c/o Grace Chu
 Attorney for Plaintiff

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

With the adjudicated amount due of \$340,005.55, plus pre judgment interest at the per diem of
 \$29.50 from 9/15/2022 to 9/27/2022 in the amount of \$353.95, plus post judgment interest at the

WRIT OF EXECUTION -1
 MH FILE NO.: OR-22-911788-JUD

22CV16795
 WREX
 Writ - Execution
 15875659



MCCARTHY & HOLTHUS, LLP
 920 SW 3RD AVE, 1ST FLOOR
 PORTLAND, OR 97204
 PH: (971) 201-3200
 FX: (971) 201-3202

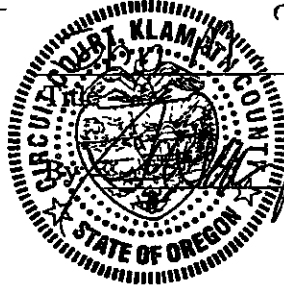
Verified Correct Copy of Original 10/7/2022.

1 statutory rate of 9.0% per annum from 9/27/2022 to 10/7/2022 in the amount of \$755.32, and
2 continuing with a per diem of \$83.92, currently totaling \$341,114.82.

3 **NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON**, you are
4 hereby commanded to sell, in the manner prescribed by law for the sale of real property on
5 execution (subject to redemption of 180 days), all of the interest that the Defendant had on or
6 about November 19, 2019, the date of the Deed of Trust, and also the interest that the Defendant
7 had thereafter, in the real property described in the attached Exhibit 1, APN/Parcel #: 451424
8 and commonly known as: 1107 McClellan Dr, Klamath Falls, OR 97603.

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

14 DATED: 5th day of October, 2022



Powell, TCA
Dawling

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18 Dated: October 4, 2022 and submitted by:

19 McCarthy & Holthus, LLP
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23 s/Grace Chu
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_ Verified Correct Copy of Original 10/7/2022. _

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_ John Thomas OSB No. 024691
_ Michael Scott OSB No. 973947
_ Grace Chu, OSB No. 220848
920 SW 3rd Ave, 1st Floor
Portland, OR 97204
Phone: (971) 201-3200
Fax: (971) 201-3202
gchu@mccarthyholthus.com
Of Attorneys for Plaintiff

Verified Correct Copy of Original 10/7/2022.

EXHIBIT "A"

A parcel of land situated in the NE1/4 SW1/4, Section 36, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 1/2 inch iron pin on the Easterly line of McClellan Drive, said point being South 0° 16' East a distance of 138.43 feet from the Northeast corner of First Addition to Moyina, according to the duly recorded plat of said subdivision; thence South 0° 16' East along the Easterly line of McClellan Drive a distance of 115 feet to a 1/2 inch iron pin; thence North 89° 44' East a distance of 120 feet to a 1/2 inch iron pin; thence North 47° 52' East a distance of 39.73 feet to a 1/2 inch iron pin; thence North 42° 08' West a distance of 145.71 feet to a 1/2 inch iron pin; thence along a 30 foot radius curve to the left, a distance of 72.33 feet, more or less, to the point of beginning. (The bearings on the above described parcel of land are based on the Plat of First Addition to Moyina.) *O. E. H.*

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

FREEDOM MORTGAGE CORPORATION,

Plaintiff,

vs.

THE UNKNOWN HEIRS AND DEVISEES OF DENNIS E. HAAS AKA DENNIS HAAS AKA DENNIS HAAS; CINDY HAAS AKA CINDY M. HAAS AKA CINDY MARIE HAAS; STATE OF OREGON; OCCUPANTS OF THE PROPERTY,

Defendants.

Case No.: 22CV16795

GENERAL JUDGMENT OF FORECLOSURE

1.

THIS MATTER came before the Court on Plaintiff's motion. Defendants THE UNKNOWN HEIRS AND DEVISEES OF DENNIS E. HAAS AKA DENNIS HAAS AKA DENNIS HAAS; CINDY HAAS AKA CINDY M. HAAS AKA CINDY MARIE HAAS; STATE OF OREGON; and OCCUPANTS OF THE PROPERTY ("Defaulted Defendants") were duly served with process and failed to appear; the default has been entered against Defaulted Defendants, and it appearing that Defaulted Defendants are not incapacitated, protected persons, respondents as defined in ORS 125.005, minors, or in the military service of the United States;

2.

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

1 a. The real property to which this judgment relates is located and situated in Klamath County,
2 Oregon, and is commonly known as 1107 McClellan Dr, Klamath Falls, OR 97603 (the
3 "Subject Property"), legally described as shown in the attached *Exhibit 1*, and having
4 APN/Parcel No. 451424.

5 b. Plaintiff is entitled to enforce the note dated November 19, 2019 and made, delivered, and
6 executed by Dennis E. Haas to Stearns Lending, LLC in the amount of \$301,867.00 (the
7 "Note"). The Note was transferred to Plaintiff by delivery of possession and by indorsement
8 set forth on the Note.

9 c. A deed of trust was made, executed, and delivered by Defendant(s) Dennis E. Haas on or
10 about November 19, 2019 (the "Deed of Trust"). The Deed of Trust was recorded on
11 November 25, 2019 as Instrument No. 2019-013782 in the official records of Klamath
12 County, Oregon. The Deed of Trust is a valid and perfected lien against all of the Property
13 for and securing the Amount Due. The lien of the Plaintiff is superior to any interest, lien, or
14 claim of the Defendants and shall remain in effect until issuance of a Sheriff's Deed.

15 d. The Borrower failed to make the payment that was due for May 1, 2020 and has not cured
16 the default. The amount of debt secured by the Deed of Trust that is now due and owing is
17 comprised of the following amounts (the "Amount Due"):

- 18 a) Unpaid principal balance: \$300,039.83
- 19 b) Prejudgment interest accruing from \$27,245.64
20 4/1/2020 through 9/15/2022 and
21 continuing until the entry of
judgment at the current Note rate of
3.750%:
- 22 c) Additional amounts due under the \$7,411.04
23 terms of the loan:
- 24 d) Attorney fees and costs: \$5,224.04
- 25 e) Prevailing party fee (ORS 20.190 \$85.00
26 (1)(b)(A)):
- 27 **Total: \$340,005.55**

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

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

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

8 g. All right, title and interest in the Subject Property that Defendant Dennis E. Haas had as of
9 the date of the Deed of Trust or thereafter acquired is hereby ordered to be sold by the
10 Klamath County Sheriff's Office in accordance with the process for sale upon execution, and
11 the proceeds of sale shall be applied:

- 12 1) First, to the costs of sale not incurred by Plaintiff;
- 13 2) Second, to the Amount Due, plus post-judgment interest accruing from the date of
14 entry of judgment through the date of the sale and any incurred costs of sale;
- 15 3) Third, the surplus, if any, to the Defendants in the priority as their interest may
16 appear, described *infra*, or to the clerk of the court to be distributed by the Court to
17 such party or parties as they may establish their right thereto.

18 h. Plaintiff may become purchaser at the sale of the Subject Property and, pursuant to ORS
19 18.936 (2), may credit bid up to the Amount Due, plus post-judgment interest accruing from
20 the date of entry of judgment through the date of the sale and any incurred costs of sale.

21 i. The purchaser at the sale is entitled to exclusive and immediate possession of the Subject
22 Property from and after the date of the sale and is entitled to such remedies as are available at
23 law or in equity to secure possession. The purchaser at the sale may apply to the Court for a
24 writ of assistance if any Defendant, other party, or other person shall refuse to surrender
25 possession to the purchaser immediately upon the purchaser's demand for possession.

26 j. In the event the proceeds of sale are insufficient to pay the Amount Due, Plaintiff shall not be
27 entitled to any further or other judgment, including a judgment for the deficiency.

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k. If, before the sale, the Amount Due is brought into court and paid to the clerk, the execution, if issued, shall be recalled and the effect of the judgment as to the Amount Due shall be terminated.

9/27/2022 10:53:31 AM



Circuit Court Judge Dan Beach

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.

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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.

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.

Other: _____

Dated September 23, 2022 and submitted by:

McCarthy & Holthus, LLP

s/ Michael Scott

John Thomas OSB No. 024691

X Michael Scott OSB No. 973947

920 SW 3rd Ave, 1st Floor

Portland, OR 97204

Phone: (971) 201-3200

Fax: (971) 201-3202

msscott@mccarthyholthus.com

Of Attorneys for Plaintiff

EXHIBIT "A"

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