

AFFIDAVIT OF SERVICE

State of Oregon

County of Marion

Circuit Court

Case Number: 21LT04558

Plaintiff:
CROWN PROPERTY MANAGEMENT, INC.

vs.

Defendant:
RAMIRO NAVARRO JR. AND ALL OTHER PERSONS IN POSSESSION

For:
Crown Property Management, Inc.**
P.O. Box 5790
Salem, OR 97304

Received by MALSTROM'S PROCESS SERVING CO. to be served on **RAMIRO NAVARRO JR, AND ALL OTHER PERSONS IN POSSESSION, 5024 ELIZABETH ST N, KEIZER, OR 97303.**

I, Patti Bustamante, being duly sworn, depose and say that on the **7th day of October, 2021 at 4:38 pm, I:**

POSTED a true copy of the **Notice of Restitution and FED Judgment** in a secure manner to the main entrance to that portion of the premises of which the defendant has possession.

CERTIFICATION OF MAILING: I certify that on **10/7/2021** a true copy of Notice of Restitution and FED Judgment was mailed to **RAMIRO NAVARRO JR, AND ALL OTHER PERSONS IN POSSESSION** at **5024 ELIZABETH ST N, KEIZER, OR 97303** by First Class Mail postage paid.

I declare I am a resident of the State of Oregon. I am a competent person 18 years of age or older and not a party to or attorney in this proceeding. I certify that the person, firm, or corporation served is the identical one named in this action. I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

STATE OF Oregon
County of marion
Subscribed and Sworn to before me on the 7 day
of oct, 2021 by the affiant who is
personally known to me or has provided identification.

[Signature]
NOTARY PUBLIC

Patti Bustamante
Patti Bustamante
Process Server
10/7/2021
Date

MALSTROM'S PROCESS SERVING CO.
155 Culver Lane S
Salem, OR 97302
(503) 585-0234

Our Job Serial Number: ONE-2021003794
Ref: ELIZABETH 5024/NAVARRO





Malstrom's Process Serving, Co.

155 Culver Ln S
Salem, Oregon 97302

Customer Service is our Specialty!



US POSTAGE

\$ 00.53

First-Class

Mailed From 97302

10/07/2021

032A 0061855747

October 07, 2021

Ramiro Navarro Jr
And all others
5024 Elizabeth Street N
Keizer OR 97303

3794 NOR

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MARION
100 High St. NE Salem Oregon 97301
503.588.5105 <http://courts.oregon.gov/marion>

October 07, 2021

Ramiro Navarro Jr
And all others
5024 Elizabeth Street N
Keizer OR 97303

Re: Crown Property Management, Inc. vs Ramiro Navarro, Jr, All others
Case #: 21LT04558 Landlord/Tenant - Residential or Return of Personal Property

Notice of Restitution of Premises
Failure to Comply with Court-Approved Agreement

You and your landlord made a court-approved agreement allowing you to stay in the property. Your landlord claims that you have not kept that agreement. A copy of the landlord's claim is attached.

Unless you can prove to the court why you should not have to move out, you must move by the date listed below. If you do not, the landlord can have the sheriff physically remove you.

If you believe you have kept the agreement or that you have a legal reason for not keeping the agreement, you are entitled to a court hearing. Legal reasons are listed in ORS 105.148 and 105.149. They include the landlord interfering with your effort to keep the agreement and your complying with a modification of the agreement made by you and your landlord.

To request a hearing, you must go to the court and complete a form explaining why you believe that you have kept (or should not be required to keep) the agreement. You have to do this before **10/11/2021**. The sheriff will not physically remove you from the property before the hearing.

If the judge rules against you at the hearing, the landlord can have the sheriff physically remove you.

If you do not request a hearing, you must move out of the property no later than 11:59 pm on the Move Out date.

DEADLINE TO MOVE OUT: October 11, 2021

You must also move all of your belongings by that time. Anything you leave behind will be stored or disposed of as allowed by law.

+

STATE OF OREGON
MARION COUNTY COURTS
OCT 07 2021
FILED

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE THIRD JUDICIAL DISTRICT

Crown Property Management, Inc. (landlord),)	
Plaintiff(s),)	FED GENERAL JUDGMENT
vs.)	OF RESTITUTION
)	
Ramiro Navarro Jr. & All others (tenant),)	Case No. 21LT04558
Defendant(s).)	

This matter came before the Court upon Plaintiff's Affidavit of Noncompliance filed October 6, 2021, alleging Defendant(s) failed to comply with the Stipulated Order dated September 21, 2021. In accordance with ORS 105.146(5)(a), the court hereby enters a Judgment of Restitution in favor of Plaintiff(s) for the premises located at: 5024 Elizabeth ST N, Keizer, OR 97303. The Defendant(s) shall vacate the premises and Notice of Restitution shall issue.

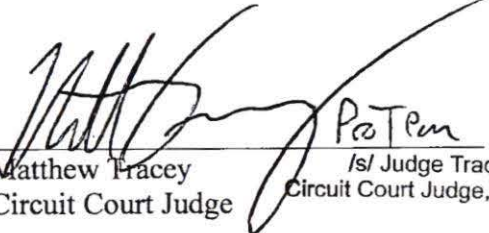
IT IS ORDERED that the Plaintiff is awarded, and Defendant shall pay, Plaintiff's costs and disbursements in the amount of \$ 281.00.

MONEY AWARD

Judgment Creditor: Crown Property Management, Inc, 357 Glen Creek Rd NW #37, Salem OR, 97304

Judgment Debtor: Ramiro Navarro Jr., 5024 Elizabeth ST N , Keizer, OR 97303

Dated: October 7, 2021


 Matthew Tracey /s/ Judge Tracey
 Circuit Court Judge Circuit Court Judge, Pro Tem

STATE OF OREGON
MARION COUNTY COURTS
OCT 06 2021
FILED

Verified Correct Copy of Original 10/7/2021

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MARION
Case No. 21LT04558

Crown Property Management, Inc.)
)
) FED DECLARTION OF
Plaintiff,) NONCOMPLIANCE
)
vs.)
Ramiro Navarro Jr.)
And All Other Parties in Possession)
Defendants.)

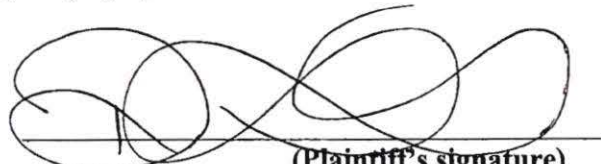
I, hereby swear or affirm that Ramiro Navarro Jr and All Other Parties in Possession
(Defendant(s))

(Choose one) signed a Mediation Agreement agreed to a Stipulated Order on
9/21/2021 (Date of Agreement), which contained the following terms (write out or attach
copy): see copy attached

Ramiro Navarro Jr. and All Other Parties in Possession (Defendant(s)) has not complied
with the agreement by failing to do the following: Vacate the property by 11:59 pm on
10/05/2021.

I did not keep the other party from following the agreement. I hereby declare that the above
statement is true to the best of my knowledge and belief, and that I understand it is made for use
as evidence in court and is subject to penalty for perjury.

DATED: 10/06/2021


(Plaintiff's signature)

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

STATE OF OREGON
MARION COUNTY COURTS
SEP 21 2021
FILED

Crown Property Management Inc.)

Plaintiff(s),)

Case No.: 21LT04558

vs.)

FED JUDGMENT

Ramiro Navarro)

LIMITED GENERAL

Defendant(s).)

ORDER

A hearing was scheduled on this date in an action for Forcible Entry and Unlawful Detainer upon premises described as:

Plaintiff(s)

Appeared in person Did not appear

Attorney: _____

OSB# _____

Defendant(s)

Appeared in person Did not appear

Attorney: _____

OSB# _____

- Default judgment against defendant. Plaintiff is awarded costs and disbursements of \$281
- Judgment against Plaintiff Defendant after trial. Plaintiff Defendant is awarded costs and disbursement of \$ _____.
- Judgment against Plaintiff Defendant in favor of the State of Oregon for deferred fees in the amount of \$ _____, of which \$ _____ has previously been paid.
- Defendant shall file an answer by 5:00 p.m. today, At 9/21/2021, or Plaintiff is entitled to a Judgment of Restitution, entitling Plaintiff to possession of the premises.
- Other: _____

ORDER ON STIPULATION

Based on a stipulation by the parties in court, it is hereby ordered that:

Defendant to pay \$ _____

Defendant shall vacate the premises no later than _____ a.m. / p.m. on _____.

See attached agreement.

Other: _____

The Court will automatically dismiss this case without further notice to the plaintiff or defendant twelve (12) months following the entry of this Order, provided a Declaration of Noncompliance and Judgment of Restitution have not been entered. A judgment will also be entered against any party who had not paid deferred filing fees and costs at that time.

JUDGMENT OF DISMISSAL

with Prejudice without Prejudice at request of Plaintiff


JUDGMENT OF RESTITUTION

Defendant having been found in default.

Plaintiff prevailing at trial, Defendant shall vacate the premises. Notice of Restitution shall issue.

Dated this 21st day of September, 2021

21LT04558
ORSS
Order - Stipulated
14372083


J. KARSTEN
PROTON

FED Judgment Order

Verified Correct Copy of Original 10/7/2021.
Verified Correct Copy of Original 9/23/2021.

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

Verified Correct Copies of Originals Filed 10/21/21

_____)
_____)
Plaintiff/Landlord)
v)
_____)
and All Other Persons in Possession)
_____)
Defendant/Tenant)

STIPULATED AGREEMENT
CASE NO. 21LT04558

Address of Property 5024 Elizabeth St N, Keizer, OR 97303
(Street Address, City, State & Zip)

The STIPULATED AGREEMENT shall include one or more of the following:

- a) Future performance or conduct for a period of not more than six months following the date of this agreement
- b) Payment of past due rent and other past due amounts pursuant to a schedule for a period of time of not more than six months following the date of this agreement.
- c) Payment of any costs, disbursements or attorney fees pursuant to a schedule provided herein.

Payment Arrangement \$ _____ by _____ a.m./p.m on _____
\$ _____ by _____ a.m./p.m on _____
\$ _____ by _____ a.m./p.m. on _____
\$ _____ by _____ a.m./p.m. on _____
\$ _____ by _____ a.m./p m. on _____

- Payments to be made by certified funds (i.e. cashier's check, money order)
- Rent paid in full by 11:59 pm on the 5th of each month for the next six (6) months, beginning _____

Move Out Date: Defendant/tenant shall vacate the premises no later than:
11:59 a m./p.m on 10/05/2021 (10/05/2021)

Upon Move out: All property left in unit will be considered abandoned and disposed of properly at Tenants expense
Tenant will be billed accordingly. LN (initial)

Additional: _____

Keys, Correspondence and All payments go to: 357 Glen Creek Rd NW #37, Salem, Oregon 97304

The parties further agree that if defendant(s), does not comply with the terms of this agreement plaintiff(s), may file a Declaration of Noncompliance within 6 months of the date of this order and the Court will enter a judgment against the defendant(s).

I understand if the other party files a Declaration of Noncompliance swearing that I have not followed the terms of this agreement, a judgment will be entered against me. If the Declaration of Noncompliance is false and I have followed the agreement, I may notify the court and request a hearing.

[Signature]
Plaintiff/ Landlord Signature

[Signature]
Defendant/ Tenant Signature

Date: 9/21/21

Date: 9/21/21

Defendant/ Tenant Signature

Date: _____