

THE HONORABLE JOHN C. COUGHENOUR

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CARRINGTON MORTGAGE SERVICES,
LLC,

Plaintiff,

v.

KENNETH A. COUCH aka KEN A.
COUCH and VALINDA COUCH aka
VALINDA LEA COUCH,

Defendants.

CASE NO. C18-1095-JCC

ORDER

This matter comes before the Court on Plaintiff’s motion for default judgment (Dkt. No. 21). The Court has considered the motion and the relevant record and FINDS that:

(1) Defendants were properly served in this matter on or about August 9, 2018 (Dkt. Nos. 14, 16);

(2) The Clerk entered an order of default against Defendants on September 14, 2018 (Dkt. No. 19);

(3) Defendants have failed to appear or otherwise defend in this action; and

(4) The factors set forth in *Eitel v. McCool*, 782 F.2d 1470, 1471–72 (9th Cir. 1986) support granting default judgment in Plaintiff’s favor.

Accordingly, Plaintiff’s motion for default judgment (Dkt. No. 21) is GRANTED in its

ORDER
C18-1095-JCC
PAGE - 1

1 entirety. The Court ORDERS as follows:

2 **SUMMARY OF DEFAULT JUDGMENT**

3 Judgment Creditor	CARRINGTON MORTGAGE SERVICES, 4 LLC
5 Judgment Debtor	KENNETH A. COUCH aka KEN A. 6 COUCH and VALINDA COUCH aka 7 VALINDA LEA COUCH, husband and wife
8 Attorneys for Judgment Creditor	Ryan S. Moore 9 Houser & Allison, APC 10 600 University St., Suite 1708 11 Seattle, WA 98101
12 Amount of Principal Owed Through 13 November 14, 2018	\$347,163.59
14 Current Interest Rate	6.5%
15 Amount of Interest Owed Through November 16 14, 2018	\$215,239.11
17 Escrow Advances	\$32,298.14
18 Outstanding Corporate Advances	\$3,063.63
19 Late Charges	\$9,345.32
20 Attorney Fees	To be determined after sale pursuant to court 21 order
22 TOTAL JUDGMENT	\$607,109.79

23 Legal Description:

24
25 PARCEL A: LOT 13 OF SURVEY, ACCORDING TO PLAT RECORDED IN
26 VOLUME 8 OF PLATS AT PAGE(S) 37 AND 38, RECORDED UNDER
RECORDING NO. 7808210356, IN SNOHOMISH COUNTY, WASHINGTON,

1
2 PARCEL A: LOT 13 OF SURVEY, ACCORDING TO PLAT RECORDED IN
3 VOLUME 8 OF PLATS AT PAGE(S) 37 AND 38, RECORDED UNDER
4 RECORDING NO. 7808210356, IN SNOHOMISH COUNTY, WASHINGTON,
SITUATED IN THE SOUTH HALF OF SECTION 14, TOWNSHIP 31 NORTH,
RANGE 5 EAST, W.M.

5 PARCEL B: A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS
6 CREATED BY INSTRUMENT RECORDED UNDER RECORDING NO.
7810040308, IN SNOHOMISH COUNTY, WASHINGTON.

7 PARCEL NUMBER 310514-004-020-00.

- 8 3. The Deed of Trust encumbering the Property, bearing Snohomish County recording
9 number 200808290552, is FORECLOSED;
- 10 4. The Plaintiff, having made proof of a sum certain, is awarded Judgment (the “Judgment”)
11 on the foreclosure on the Deed of Trust against Defendants as follows:
- 12 a. The sum of \$347,163.59 in principal owed through November 14, 2018;
 - 13 b. The sum of \$215,239.11 for interest owed through November 14, 2018;
 - 14 c. The sum of \$32,298.14 for escrow advances;
 - 15 d. The sum of \$3,063.63 for outstanding corporate advances;
 - 16 e. The sum of \$9,345.32 for late charges;
 - 17 f. The sum of \$61.8237 per day after November 14, 2018, for post-judgment interest;
 - 18 and
 - 19 g. Attorney fees to be determined after the sale pursuant to the terms of the Deed of
20 Trust.

21 **CARRINGTON’S SECURITY INTERESTS**

22 IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED THAT:

- 23 1. The respective amounts owing under this Judgment are secured by real property as
24 follows: the full amount of the Judgment is secured by the real property described in
25 the Deed of Trust recorded on August 29, 2008, as Instrument No. 200808290552 in
26 the Official Records of Snohomish County.

1 2. Plaintiff's security interests evidenced by the Deed of Trust are valid and enforceable.

2 **DECREE OF FORECLOSURE**

3 IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED THAT:

4 1. This order of foreclosure ("Decree of Foreclosure") provides for the award of a right,
5 title, or interest in the parcel of the Property, and legally described as follows:

6
7 PARCEL A: LOT 13 OF SURVEY, ACCORDING TO PLAT RECORDED IN
8 VOLUME 8 OF PLATS AT PAGE(S) 37 AND 38, RECORDED UNDER
9 RECORDING NO. 7808210356, IN SNOHOMISH COUNTY, WASHINGTON,
SITUATED IN THE SOUTH HALF OF SECTION 14, TOWNSHIP 31 NORTH,
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10 PARCEL B: A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS
11 CREATED BY INSTRUMENT RECORDED UNDER RECORDING NO.
12 7810040308, IN SNOHOMISH COUNTY, WASHINGTON.

APN: 310514-004-020-00.

13 2. Carrington is the holder of a promissory note ("Note") executed by judgment debtors
14 Kenneth A. Couch aka Ken A. Couch and Valinda Couch aka Valinda Lea Couch in
15 favor of Taylor, Bean & Whitaker Mortgage Corp.;

16 3. The Note is a valid, binding, and enforceable obligation of Kenneth A. Couch aka
17 Ken A. Couch and Valinda Couch aka Valinda Lea Couch, and judgment creditor
18 Carrington is entitled to enforce it;

19 4. Carrington is the current beneficiary under the Deed of Trust encumbering the
20 Property, recorded on August 29, 2008, as Instrument No. 200808290552 in the
21 Official Records of Snohomish County;

22 5. Carrington's Deed of Trust is a valid, first, prior, and paramount lien upon the real
23 property above-described, prior and superior to any and all right, title, interest, lien, or
24 estate of Kenneth A. Couch aka Ken A. Couch and Valinda Couch aka Valinda Lea
25 Couch, or any of them, or of anyone claiming by, through, or under them in and to
26 said real property, and the same is hereby foreclosed, and the whole thereof, and on

1 and including all improvements, easements, appurtenances, and fixtures now or
2 hereafter a part of the Property; and on all other interest of Kenneth A. Couch aka
3 Ken A. Couch and Valinda Couch aka Valinda Lea Couch related to that real
4 property described in the Deed of Trust, as security for the payment of the Note and
5 the Judgment set forth above;

6 6. The real and personal foreclosed Property is hereby ordered to be sold by the Sheriff
7 of Snohomish County, Washington, on such date as may be requested by Carrington,
8 and in the manner provided by law and in accordance with the practice of this Court
9 and the courts in the State of Washington, and the proceeds of such sale should be
10 applied toward the payment of the Judgment rendered herein in favor of Carrington,
11 together with interest, any costs, increased costs or sale, any advances that Carrington
12 may be required to pay after the entry of Judgment herein for taxes, assessments,
13 other items constituting liens against the Property, insurance and/or repairs for the
14 protection of the Property;

15 7. The Sheriff of Snohomish County is authorized to break and enter any enclosed
16 structure, dwelling or premises in order to carry out the terms of this Judgment and
17 Decree of Foreclosure, and is further authorized to sell any individual parcels of the
18 Property in one combined lot;

19 8. Carrington is granted the right to become the bidder at the sale of the real property
20 described above, using and applying for its bid the amount of its Judgment or any
21 portion thereof entered herein, and is granted the right to become the purchaser at any
22 sale;

23 9. Any surplus remaining after the proceeds of the Sheriff's Sale have been applied as
24 set forth above shall be deposited into the Registry of the Court for further
25 disposition, and Carrington shall provide written notice to all parties who have
26 appeared in this action at the time such funds are deposited with the Court;

1 10. All right, title, claim, or interest of Kenneth A. Couch aka Ken A. Couch and Valinda
2 Couch aka Valinda Lea Couch, and any and all of the persons claiming by, through,
3 or under them, subsequent to the execution and recording of the Deed of Trust, is
4 inferior and subordinate to Carrington's lien on the Property and is forever barred and
5 foreclosed from any and all right, title, interest, lien, or estate in and to said real
6 property, or any part thereof, save only such rights or redemption as are provided by
7 law;

8 11. Any and all persons claiming any right, title, interest, lien, or estate in and to the
9 Property, or any part thereof, subsequent to August 29, 2008, the date of the recording
10 of Carrington's Deed of Trust, which is foreclosed herein, are hereby foreclosed of
11 any such right, title, interest, lien, or estate as against Carrington in this action or any
12 successor thereto; that all right, title and interest in and to any policy of hazard
13 insurance insuring the said premises shall pass to the purchaser at such Sheriff's Sale
14 at the time of such sale;

15 12. That the period of redemption from such Sheriff's Sale be, and the same is hereby,
16 fixed at 8 months next ensuing after said sale;

17 13. There shall be added to Carrington's Judgment all interest payments that come due
18 between the date of this order and the date of the Sheriff's Sale, as well as all sums
19 advanced under the terms of the Note and Deed of Trust for taxes, assessments,
20 municipal charges, and property insurance between the date of this order and the date
21 of the Sheriff's Sale;

22 14. This Judgment and Decree of Foreclosure shall be considered a judgment and may be
23 recorded as such under applicable law.

24 IT IS SO ORDERED.

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1 DATED this 13th day of November 2018.

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5 John C. Coughenour
6 UNITED STATES DISTRICT JUDGE

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