

Equestrian

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The team's high point contributor this season was senior and star Elsie Guenther. She qualified to compete at state in four individual classes – saddle seat equitation, hunt seat equitation, trail equitation and showmanship. Angeline Starrs qualified in saddle seat equitation and western horse-

manship, while Sarah Potter did so in barrels. Hannah Brunkal qualified in pole bending.

In team penning, six athletes qualified: one trio comprising Nicole Worden, Ashley Kuenzi and Hannah Brunkal and another comprising Brienne Hook, Angeline Starrs and Hannah Zurbrugg.

Three additional teams earned the right to vie for state titles: Guenther and Nicole Kuenzi in working pairs; Guenther, Potter,

Starrs and Kuenzi in Canadian flag race; and Guenther and Potter in two-man birangle.

At their last district meet, in April, Silverton's team finished second overall with 462 total points to Canby High School's 679. At state, the Foxes' toughest competition typically comes from Canby, Hidden Valley and Hillsboro high schools, team members said.

At a glance

Silverton High School equestrian team
 North Valley District 2016 season standings
 Individual classes, top 10
Dressage: 10th Angeline Starrs, 10th place
Hunt seat equitation: Elsie Guenther, third place; Angeline Starrs, fifth place
Hunt seat over fences: Ellie Kauffman, eighth place
In-hand trail: Nicole Kuenzi, fifth place; Elsie Guenther; sixth place; Nicole Worden, seventh place; Sydney Bersin,

10th place
Trail equitation: Elsie Guenther, second place; Sydney Bersin, fifth place
Driving: Courtney Mead, eighth place; Nicole Worden, 10th place
Saddle seat equitation: Elsie Guenther, first place; Angeline Starrs, third place; Ellie Kauffman, fifth place; Brienne Hook, sixth place
Showmanship: Elsie Guenther, second place; Angeline Starrs, sixth place

Western Horsemanship: Angeline Starrs, fifth place
Breakaway roping: Josi Nunn, sixth place
Steer daubing: Ashley Kuenzi, 10th place
Barrels: Sarah Potter, fourth place
Keyhole: Brienne Hook, seventh place; Briannah Cline, 10th place
Pole bending: Hannah Brunkal, fifth place
Individual flags: Ellie Kauffman, seventh place

Grants

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"We are very excited to have been selected as a seismic rehabilitation grant recipient for upgrades to Victor Point School," Silver Falls Superintendent Andy Bellando said. "These funds will be used for seismic upgrades throughout the building."

Bellando itemized some of them, including lateral wall supports, facility anchors, additional support for the roof structures and improvements to roof/wall bracing and connectivity.

"We anticipate additional design and planning efforts to occur this spring and summer," he added. "No construction schedule has been set, but we are hopeful it can occur as soon as the summer of 2017."

That's the plan in Mill City as well. Santiam Canyon Schools Superintendent Todd Miller said the district is focusing on putting together plans and blueprints in the short term with longer-term plans geared toward a 2017 construction schedule.

"Our high-school gym is pretty big...so in terms of size it's a pretty big project," Miller said. "It's an older gym, built in the 1950s."

Seismic upgrades will include wall reinforcement and replacing the bow-structure truss system and attention to an old chimney on the side of the building that once served an old incinerator that is not in use anymore.

Beyond the school, the gym is designated as a Mill City evacuation center and for emergency use by the Red Cross. Events held there include graduations, bazaars, concerts, donkey basketball and even funerals when a venue of its size is required.

Business Oregon's December, 2014, earthquake-safety grant awards in-

cluded: Butte Creek Elementary: Silver Falls School District, Mt. Angel; the school consists of eight buildings built between 1949 and 1990. The retrofit project included four buildings. Grant amount and total project cost: \$1.5 million.

Scotts Mills Elementary gym: Silver Falls School District, Scotts Mills, for a retrofit to address structural deficiencies in the gym, which was built in 1974. Grant amount and total project cost: \$996,976.

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PUBLIC NOTICE

NOTICE OF BUDGET COMMITTEE MEETING

A public meeting of the Budget Committee of the City of Scotts Mills, Marion County, State of Oregon, to discuss the budget for the fiscal year July 1, 2016 to June 30, 2017 will be held at City Hall located at 265 4th St. Scotts Mills, OR 97375.

The meeting will take place on May 5, 2016 at 7:00 P.M. The purpose of the meeting is to receive the budget message and to receive comment from the public on the budget. This is a public meeting where deliberation of the Budget Committee will take place. Any persons may appear at the meeting and discuss the proposed programs with the Budget Committee.

Budget Committee Meeting dates and information can also be found on our website: www.scottsmills.org

A copy of the budget document may be inspected or obtained on or after May 2, 2016 at the City Hall located at 265 4th St., Monday and Wednesday between the hours of 8:30 A.M. and 2:00 P.M.

Silverton Appeal April 20, 2016

PUBLIC NOTICE

IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR THE COUNTY OF MARION
Probate Department
 In the Matter of the Estate of
 SHARON ELAINE SKAGGS,

Deceased.

Case No. 16PB00843

NOTICE TO INTERESTED PERSONS

The Circuit Court of the State of Oregon for the County of Marion, (Probate Department), in No. 16PB00843, has appointed Byron Russell Skaggs, personal representative of the estate of Sharon Elaine Skaggs, Deceased. Within four months after the date of first publication of this notice, all persons having claims against the estate shall present the claims to the personal representative at 10300 SW Greenburg Rd., Ste. 500, Portland, Oregon 97223. Claims not so presented may be barred. All persons whose rights may be affected by the proceeding TAKE NOTICE THAT additional information may be obtained from the records of the court, the personal representative or Brittany A. Marks of MYATT & BELL, P.C., attorney for the personal representative, at 10300 SW Greenburg Rd., Ste. 500, Portland, Oregon, 97223. Dated and first published this 13th day of April, 2016.

Byron Russell Skaggs
 Personal Representative
 Silverton Appeal April 13, 20, & 27, 2016

PUBLIC NOTICES POLICY

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LEGAL/PUBLIC NOTICE DEADLINES

All Legals Deadline @ 1:00 p.m. on all days listed below:
 ***All Deadlines are subject to change when there is a Holiday.

The Silverton Appeal Tribune is a one day a week (Wednesday) only publication

• Wednesday publication deadlines the Wednesday prior

LEGAL/PUBLIC NOTICE RATES

Silverton Appeal Tribune:
 • Wednesdays only - \$12.15/per inch/per time
 • Online Fee - \$21.00 per time
 • Affidavit Fee - \$10.00 per Affidavit requested

PUBLIC NOTICE

TRUSTEE'S NOTICE OF SALE

Pursuant to ORS 86.705 et seq. and ORS 79.5010, et seq.

Reference is made to that certain trust deed made, executed and delivered by David Rose, as Grantor, to Richard Carnevale and Christine Carnevale, as Trustees, the Trustee's duties of which were assigned to Marcus M. Henderson, attorney at law, OSB. 023241, of ASPELL, HENDERSON & ASSOCIATES, 122 South 5th Street, Klamath Falls, Oregon 97601, (541) 883-7754, to secure certain obligations in favor of Richard Carnevale and Christine Carnevale, as Beneficiaries, of that certain trust deed dated November 6, 2008 and recorded on November 6, 2008, in the mortgage records of Marion County, Oregon, at Reel 3008, Page 283; and said trust deed having been assigned to the current beneficiary, Donna Rose, by Assignment of Trust Deed by Beneficiary dated June 23, 2015, and recorded on July 14, 2015 at Reel 3721, Page 197 of the records of Marion County, Oregon. Said Trust Deed encumbers the following described real property situated in said county and state, to wit:

• Lot 11, Block 16, BELLINGER'S SUBDIVISION of Block No. 16 in Capital Park Addition to Salem, Marion County, Oregon.

The street address or other common designation, if any, of the real property described above is purported to be:

• 420 18th Street SE, Salem, OR 97301.

The undersigned Trustee disclaims any liability for any incorrectness of the above street address or other common designation.

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.735(3). The default for which the foreclosure is made is grantor's failure to pay when due, the following sums: monthly payments of \$690.00, principal and interest, beginning December 6, 2008; together with delinquent taxes, if any, title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; and any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following, to wit: \$125,000.00 with interest thereon at the rate of 9% per annum beginning November 6, 2015, plus advances for taxes, insurance or other obligations; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest thereon.

WHEREFORE, notice hereby is given that the undersigned trustee will, on May 27, 2016, at the hour of 10:00 a.m., in accord with the standard of time established by ORS 187.110, in the front entry foyer of the Marion County Circuit Court, 100 High Street NE, City of Salem, County of Marion, State of Oregon, sell at public auction to the highest bidder for cash, the interest in the said described real property which the grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee.

Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or trust deed, and in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney's fees. Notice is also given that any person named in ORS 86.753 has the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and sale.

ALSO, if you have failed to pay taxes on the property, provide insurance on the property or pay other senior liens or encumbrances as required in the note and deed of trust, the beneficiary may insist that you do so in order to reinstate your account in good standing. The beneficiary may require as a condition to reinstatement that you provide reliable written evidence that you have paid all senior liens or encumbrances, property taxes, and hazard insurance premiums. These requirements for reinstatement should be confirmed by contacting the undersigned Trustee.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for May 27, 2016. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

The following information applies to you only if you are a bona fide tenant occupying and renting this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a bona fide residential tenant.

If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

PROTECTION FROM EVICTION

IF YOU ARE A BONA FIDE TENANT OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING, YOU HAVE THE RIGHT TO CONTINUE LIVING IN THIS PROPERTY AFTER THE FORECLOSURE SALE FOR:

- THE REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR
- AT LEAST 30 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE.

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 30 days, even though you have a fixed term lease with more than 30 days left.

You must be provided with at least 30 days' written notice after the foreclosure sale before you can be required to move.

A bona fide tenant is a residential tenant who is not the borrower (property owner) or a child, spouse or parent of the borrower, and whose rental agreement:

- Is the result of an arm's-length transaction;
- Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; or
- Was entered into prior to the date of the foreclosure sale.

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE: RENT

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD OR UNTIL A COURT TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF PAYMENTS YOU MAKE.

SECURITY DEPOSIT

You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 30 days or at the end of your fixed term lease. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise:

- You do not owe rent;
- The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and
- You must move out by the date the new owner specifies in a notice to you.

The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 30 day or before your fixed term lease expires. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact Oregon State Bar at: 503-684-3763 or toll-free in Oregon at 800-452-7636. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. For Free Legal Assistance, call Marion-Polk Legal Aid Services (503)581-5265.

Silverton Appeal April 13, 20, & 27 and May 4, 2016