

# Principals

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Mr. McCarty to be principal at two schools in the district that are close to each other and with a total enrollment of about 300 students," Bellando wrote.

The change will cut 10 miles off McCarty's commute between schools as he serves as principal of both. He is completing his second year with the Silver Falls School Dis-

trict. The principal's job at Silverton High School remains to be filled. Hannan has been principal for seven years. Now, along with his principal position, for the district he'll oversee ELL, Section 504 compliance, Medicaid revenue and nursing services, and homeless administration, according to a district email. These staffing changes are part of the Silver Falls' 2016-17 budget, currently in the revision and approval process.

# Charter

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in the area, said Jamie Runion, parent club president.

"The school is not dying; the school is not closing," Jim Farmer, member of the church and school board and one of the Silverton Christian School's founders. "We have a very committed group of parents who want to keep the doors of the school open."

Runion said a group of parents is talking with other churches in town, exploring real estate options and trying to form a non-profit organization. Most parents don't attend the Friends church and were shocked to learn the financial straights being faced by the school and the church, she said.

"We knew there were some rumblings of financial issues, but we just didn't know it was this serious," she said.

Because of Silverton Christian's low tuition,

declining enrollment and generous scholarship program, it wasn't sustaining itself, said Golden and Farmer. Full-day tuition this year is \$3,600. By comparison, tuition at Salem Academy, a Christian school in Salem, is \$6,175 for grades 1-5 and \$7,205 for middle school.

Earlier this spring, three Silverton Christian teachers said they wouldn't be teaching again next year, and the board became nervous about the school's ability to hire replacements. Teachers there make roughly 50 percent a public teacher's salary and receive minimal benefits, Golden said.

Parents were asked by the board about their willingness to return to school if tuition rose and scholarships were curtailed. The families of 28 students committed to return, she said.

That didn't pencil for a church facing financial struggles: "It became the perfect storm," she said.

For the school that began with six students in 1980 as the Christian Learning Center, the way forward will unfold this summer. Over its 36-year history, its highest enrollment was 72 students in 1997, although the addition of preschool in 2006 ballooned the total population to 93 in 2014.

Started by Gene Mulkey and a group of friends that included Farmer — himself a lifelong educator — the school has

served hundreds of students. Its first principal was Cheryl Miller, a role then filled over the years by Ron Mulkey, Doug Shearer, Scott Miller, Steven Frain, Ed Meier and Bruce Visser. Farmer served as principal for a few years too, as needed. Sara Barth is head teacher/principal this year.

"My heart is for the parents," Farmer said. "If they step up and take over, then praise the Lord. We started this school because we wanted to make sure the children were getting God's word. That's the most important thing."

The Christian school's most committed parents are chasing that reality as fast as they can, Runion said. She hasn't enrolled her fourth-grade daughter anywhere else in Silverton, so she's committed to the new school. It will need a new name, as Silverton Friends Church is retaining the Silverton Christian School name and the preschool.

She and other parents are counting on being able to gel and collectively offer Christian education somewhere in Silverton this fall.

Silverton Christian School's annual auction, Mayfair, is still set for Saturday, May 14 at Mt. Angel's Festhalle. Doors open at 5 p.m. As in past years, the event is meant to finish paying teachers through August and pay for end-of-year expenses, organizers said.

## 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, &amp; 27 and May 4, 2016

## BIRTHS

The following are birth announcements submitted to the Silverton Appeal Tribune. For more, go to [StatesmanJournal.com/Records](http://StatesmanJournal.com/Records).

### SILVERTON HOSPITAL

**Woodley, Sienna Rae:** To Kristen and Cameron Woodley, Mt. Angel, 6 pounds 13 ounces, April 14.

## OBITUARIES

### Edwin "Bud" Bosshardt



June 8,  
1921 —  
April 19,  
2016

Edwin "Bud" Bosshardt, 94, of Silverton

passed away April 19, 2016, in Mt. Angel.

Bud was born on June 8, 1921, in Todd County, Sauk Centre, Minnesota, to Edwin Henry and Laura Elizabeth (Eigenbrodt) Bosshardt. He attended a one room school from first through eighth grade. Bud then attended Morris Agriculture College for two years. In November 1942, he joined

the U.S. Navy as a Sea Bee. Bud served in the South Pacific Theater during WWII until his honorable discharge on Dec. 7, 1945.

Bud was married to his cherished wife, Dolores Butenhoff, for 68 years. They farmed in Minnesota for seven years before moving to Eureka, California. In Eureka, he worked for Mutual Plywood. Farming called again in 1959 and he found a small farm in Silverton which would remain his final home. He owned and operated Bud's Dairy until his retirement in 1974. He enjoyed traveling, camping, reading, needle point and cross stitch.

See OBITUARIES, Page 3A

# Appeal Tribune

ESTABLISHED 1880

Previously the Silverton Appeal Tribune &amp; Mt. Angel News

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