

Public Notices

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PUBLIC NOTICE TRUSTEE'S NOTICE OF SALE

The Trust Deed to be foreclosed pursuant to Oregon law is referred to as follows (the "Trust Deed"):

Grantor: Noah J. Powers
Trustee: AmeriTitle
Beneficiary: Oregon State Credit Union
Date: May 22, 2018
Recording Date: May 25, 2018
Recording Reference: Reel 4081, Page 217, Film Records
County of Recording: Marion County

The Successor Trustee is Patrick L. Stevens and the mailing address of the Successor Trustee is: Patrick L. Stevens, Successor Trustee, Hutchinson, Cox, Coons, Orr & Sherlock, P.C., PO Box 10886, Eugene, OR 97440.

The Trust Deed covers the following described real property in the County of Marion and State of Oregon, ("the Property"):
The East 42 feet of Lots 7 and 8 and 9 of Block 4, COMPTON'S ADDITION NO. 1, in the City of Salem, Marion County, Oregon.

Commonly known as: 375 Columbia Street NE, Salem, OR 97301.

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:

The monthly installment payments beginning November 1, 2018 and continuing through the installment due April 1, 2019; plus interest and late charges; real property taxes, plus interest and penalties; and other liens and penalties. Total default as of April 1, 2019 is \$6,010.45.

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by the trust deed immediately due and payable, those sums being the following to wit:

\$140,177.43 principal balance, plus unpaid interest through and including March 1, 2019 in the amount of \$2,536.80, together with the sum of \$211.14 which represents unpaid late charges, together with interest on the principal sum of \$140,177.43 at a fixed interest rate of 4.375% per annum from March 2, 2019 until paid, together with insurance paid by the Beneficiary on the property, late charges and penalties, trustee fees, attorney fees, foreclosure costs and any sums advanced by the Beneficiary pursuant to the trust deed.

The date, time and place of the sale is:
Date and Time: September 25, 2019 at 11:00 a.m.
Place: Marion County Courthouse, 100 High St. NE, Salem, OR 97301

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for September 25, 2019. 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 90 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 90 days, even though you have a fixed term lease with more than 90 days left.

You must be provided with at least 90 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; and
- 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 ANY PAYMENTS YOU MAKE.

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 90 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 90 days 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 information for the Oregon State Bar is included with this notice. 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. Information about whom to contact for free legal assistance is included with this notice.

RIGHT TO CURE

The right exists under ORS 86.753 to have this foreclosure proceeding dismissed and the Trust Deed reinstated by doing all of the following at any time that is not later than five days before the date last set for the sale:

- (1) Paying to the Beneficiary the entire amount then due (other than such portion as would not then be due, had no default occurred);
- (2) Curing any other default complained of herein that is capable of being cured by tendering the performance required under the Trust Deed; and
- (3) Paying all costs and expenses actually incurred in enforcing the Obligation and Trust Deed, together with Trustee's and attorney's fees not exceeding the amounts provided by ORS 86.753.

In construing this notice, the singular includes the plural, the word "Grantor" includes any successor in interest to the Grantor as well as any other person owing an obligation, the performance of which is secured by the Trust Deed, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.

We are a debt collector attempting to collect a debt and any information we obtain will be used to collect the debt.

Cashier's checks for the foreclosure sale must be payable to Oregon State Credit Union.

Dated: July 10, 2019.
/s/ Patrick L. Stevens
Patrick L. Stevens, Successor Trustee
Hutchinson Cox, Attorneys at Law
PO Box 10886, Eugene, OR 97440
Phone: (541) 686-9160; Fax: (541) 343-8693

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Hemp

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"All the neighbors are very upset," said Roger Kaye, president of Friends of Marion County, a 20-year-old farm protection group. "They're out-of-state developers with no intention of growing any farm product."

Kaye also lives on Parrish Gap Road, about 2 miles south of the proposed facility.

"This industrial use will permanently destroy the 37 acres of prime farmland that is there now and is now used for farming," the group wrote. "This facility should be located in an industrial park, such as Mill Creek Industrial Park."

Winter, the Jupiter Pharma CEO, said he has read the comments submitted to the county.

"Many of them are really not accurate representations of what we're doing," he said. "We're drying and processing hemp. There's really no impact to the neighbors. I did not for the life of me expect to get any negativity."

The property is in an exclusive farm use zone. The Oregon Department of Agriculture has said that growing, storing and drying hemp is a farm use.

But the processing, or oil extraction, is a commercial activity which requires a conditional use permit, Marion County Planning Director Joe Fennimore said.

The county already has approved a half-dozen hemp processing facilities. But this one is significantly larger than the others, Fennimore said.

The planning division has recommended approving the conditional-use permit.

The county has scheduled a public hearing on the proposal for 4 p.m. Wednesday at Courthouse Square, 555 Court St. NE, Salem. Written testimony can be emailed through Tuesday to slthompson@co.marion.or.us.

A hearings officer will consider the county's report, as well as testimony offered during the hearing, and will make a decision in two or three months, Fennimore said. That decision can be appealed

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by either side to the county commissioners.

Jupiter Pharma hasn't closed on the property sale, but it has listed the property as its principal place of business in its Oregon corporate registration.

Darin Drill, Cascade School District superintendent, was among those at the community meeting.

Cloverdale Elementary School is a little more than a mile away on Parrish Gap Road, and last year there were eight bus stops on the section of road near the proposed facility, Drill said in an interview.

"That makes me really nervous for kids getting on and off and having potentially large trucks driving that road," he said.

Drill said he's also worried about school buses, teachers and teenage drivers meeting large trucks on one section with a 180 degree turn.

"That road is not designed to have large vehicles on it passing each other on a regular basis," he said. "I have had to drive out on that road and deal with wrecks with kids. It's already hard enough to drive that road."

The Turner Fire District expressed similar concerns.

"This intersection has been very unforgiving over the years with the narrow and curved roads in that area," Amber Cross, division chief with Turner Fire District, wrote to the county. "We are very concerned for people that will be traveling Parrish Gap Road."

Earlier this year, Jupiter Pharma filed a federal lawsuit against one of its growers, Gervais farmer Luke Lafayette, saying he had breached a contract to cultivate hemp for the company.

The lawsuit shows the scale of the proposed operation: It alleges Lafayette had contracted to grow 950 acres of hemp, and to deliver at least 2 million pounds of dried hemp to the company in 2019.

Winter said the dispute has been resolved, although that's not yet reflected in the court records.

Contact the reporter at tloew@statesmanjournal.com, 503-399-6779 or follow at [Twitter.com/Tracy_Loew](https://twitter.com/Tracy_Loew)

Covanta

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But progress derailed last month, when the Oregon Legislature failed to pass a bill, requested by Covanta, that would have designated trash incineration as renewable energy.

Senate Bill 451 would have allowed the incinerator to be certified under Oregon's Renewable Portfolio Standard, which requires 50 percent of the electricity Oregonians use to come from renewable sources by 2040.

Opponents argued that garbage, much of which is plastic, is not a renewable resource.

Covanta, assuming the bill would pass, signed a 15-year contract with Portland General Electric for the electricity it generates that includes the renewable energy credits.

The county, too, negotiated the contract as if the bill would pass, May said.

May said Covanta is hoping to pass a similar bill in the short legislative session scheduled for February 2020.

Covanta officials declined an interview request.

"We are currently in negotiations with the county for a one-year extension that would allow time to try and resolve the renewable energy credit issue and keep the facility open," James Regan, Covanta's communications director, said in an e-mail.

Regan disputed allegations that the plant generates harmful air contaminants, or creates more greenhouse gases than landfills.

During the legislative session, Covanta launched an advertising blitz supporting the bill. In 2018, it made \$30,000 in

campaign contributions to state lawmakers, more than it contributed over the previous five years combined.

Covanta officials said then that if the bill didn't pass, Marion County's disposal costs would more than double, and the plant, which has 33 union jobs, could close.

"The concern our coalition has is that they may be using this as a bargaining chip and trying to convince Marion County they need to raise their fees to keep their incinerator going," said Susann Kaltwasser, a Salem resident who has been active in disposal issues for years.

"All of those fees get passed on to the consumer."

If Covanta closes, the county would take waste to Coffin Butte Landfill north of Corvallis, May said.

"Our intent is not to make any rash decisions," he said. "We have options for the short term if there is not a Covanta."

Meanwhile, Covanta is likely to face tighter air pollution requirements.

The facility's air contaminant discharge permit expired April 1, 2017. It is currently operating under an administrative extension while the Department of Environmental Quality completes a new permit.

That permit will include additional requirements to reflect new state rules, DEQ spokeswoman Jennifer Flynt said.

Covanta Marion also is among the first 20 companies DEQ is targeting for in-depth reviews during 2019 as part of Cleaner Air Oregon, the state's new program to regulate toxic air emissions. That also could result in new emission limits.

Contact the reporter at tloew@statesmanjournal.com, 503-399-6779 or follow at [Twitter.com/Tracy_Loew](https://twitter.com/Tracy_Loew)