

Bill Sizemore now free to raise funds for his gubernatorial campaign

By SCOTT JORGENSEN
J/V Staff Writer

Although some of his rivals for the Republican nomination for governor have raised substantial amounts of money, Bill Sizemore is no longer prohibited from doing the same.

On Friday, April 9, Multnomah County Judge Janice Wilson ruled that Sizemore's campaign committee is not covered by a previous court injunction banning him from raising money for political purposes.

Sizemore has spent the last few years battling the

state's public employee unions in court. Those legal disputes have stemmed from Sizemore's sponsorship of various ballot measures aimed at limiting the unions' influence on public officials.

During a Saturday, April 10 telephone interview, Sizemore praised the ruling, but that it still has limitations.

"It only applies to candidate committees," Sizemore said. "But it completely frees me to raise and spend money in the governor's race."

Gubernatorial hopefuls Chris Dudley and former Gov. John Kitzhaber, a De-

mocrat, both have surpassed the \$1 million fund-raising mark. Sizemore acknowledges that he has a steep hill to climb to compete with those candidates.

"It will be a challenge at this late date to find money and put money in. I will do my best to do that," he said. "My hands have been tied behind my back this entire campaign thus far."

Despite the financial limitations, Sizemore said that he still has been hitting the campaign trail hard throughout the state.

"I've been debating and

giving speeches almost every day," Sizemore said.

In recent weeks, he has spoken to Republican groups in Multnomah, Yamhill and Clackamas counties. He also addressed crowds at Tea Party gatherings in Grants Pass, Klamath Falls, Bend and Redmond.

Sizemore still has plenty of court appearances ahead. He has a hearing scheduled for June regarding the \$12 million defamation lawsuit he filed against various public employee unions.

"That will be the one where the judge will wrap it

up and hopefully make a decision to go ahead with discovery," Sizemore said. "The unions already lost this round, but legal fees are no issue for them. They will continue to stall and delay."

Also pending is a multi-million dollar lawsuit against Sizemore and one of his frequent donors. Sizemore also is facing multiple charges of contempt of court.

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LEGAL NOTICE

TRUSTEE'S NOTICE OF SALE T.S. No.: OR-10-349431-SH Reference is made to that certain deed made by BRADLEY R JONES as Grantor to First American Title Insurance Company, as Trustee, in favor of Mortgage Electronic Registration Systems, Inc., as nominee for MetLife Home Loans, A Division of MetLife Bank, N.A. as Beneficiary, dated 12/22/2008, recorded 12/29/2008, in official records of Josephine County, Oregon, in book/reel/volume No. xxx, at page No. xxx fee/file/instrument/microfile/reception No. 2008-019439 covering the following described real property situated in said County and State, to wit: APN: R342866 Parcel 1 of Partition Plat No. 2004-029, recorded April 23, 2004 in Josephine County, Oregon. Commonly known as: 1880 CLOVERLAWN DRIVE GRANTS PASS, OR 97527 Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.735 (3) of Oregon Revised Statutes; the default for which the foreclosure is made is the grantor's: The installments of principal and interest which became due on 11/1/2009, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents. Monthly Payment \$1,803.59 Monthly Late Charge \$77.01 By this reason of said default the beneficiary has declared all obligations secured by said trust deed immediately due and payable, said sums being the following, to wit: The sum of \$213,598.45 together with interest thereon at the rate of 7.7500 per annum from 10/1/2009 until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust. Whereof, notice hereby is given that, First American Title Insurance Company, the undersigned trustee will, on 8/19/2010, at the hour of 01:00 PM, Standard of Time, as established by section 187.110, Oregon Revised Statutes, at the front door to the Josephine County Courthouse, 500 NW 6th Street Grants Pass, OR County of Josephine, 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 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

section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale. For Sale Information Call: 714-573-1965 or Login to www.priorityposting.com. In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and "beneficiary" include their respective successors in interest, if any. Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by First American Title Insurance Company. If there are any irregularities discovered within 10 days of the date of this sale, that the trustee will rescind the sale, return the buyer's money and take further action as necessary. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney. NOTICE TO RESIDENTIAL TENANTS The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 8/19/2010. Unless the lender who is foreclosing on this property is paid, the foreclosure will go through and someone new will own this property. The following information applies to you only if you occupy and rent 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 residential tenant. If the foreclosure goes through, the business or individual who buys this property at the foreclosure sale has the right to require you to move out. The buyer must first give you an eviction notice in writing that specifies the date by which you must move out. The buyer may not give you this notice until after the foreclosure sale happens. If you do not leave before the move-out date, the buyer can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing. FEDERAL LAW REQUIRES YOU TO BE NOTIFIED IF YOU ARE OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING UNDER A LEGITIMATE RENTAL AGREEMENT, FEDERAL LAW REQUIRES THE BUYER TO GIVE YOU A NOTICE IN WRITING A CERTAIN NUMBER OF DAYS BEFORE THE BUYER CAN REQUIRE YOU TO MOVE OUT. THE FEDERAL LAW THAT RE-

QUIRES THE BUYER TO GIVE YOU THIS NOTICE IS EFFECTIVE UNTIL DECEMBER 31, 2012. Under federal law, the buyer must give you at least 90 days' notice in writing before requiring you to move out. If you are renting this property under a fixed-term lease (for example, a six-month or one-year lease), you may stay until the end of your lease term. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 90 days, even if you have a fixed-term lease with more than 90 days left. STATE LAW NOTIFICATION REQUIREMENTS IF THE FEDERAL LAW DOES NOT APPLY, STATE LAW STILL REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING BEFORE REQUIRING YOU TO MOVE OUT IF YOU ARE OCCUPYING AND RENTING THE PROPERTY AS A TENANT IN GOOD FAITH. EVEN IF THE FEDERAL LAW REQUIREMENT IS NO LONGER EFFECTIVE AFTER DECEMBER 31, 2012, THE REQUIREMENT UNDER STATE LAW STILL APPLIES TO YOUR SITUATION. Under state law, if you have a fixed-term lease (for example, a six-month or one-year lease), the buyer must give you at least 60 days' notice in writing before requiring you to move out. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 30 days, even if you have a fixed term lease with more than 30 days left. If you are renting under a month-to-month or week-to-week rental agreement, the buyer must give you at least 30 days' notice in writing before requiring you to move out. IMPORTANT: For the buyer to be required to give you a notice under state law, you must prove to the business or individual who is handling the foreclosure sale that you are occupying and renting this property as a residential dwelling under a legitimate rental agreement. The name and address of the business or individual who is handling the foreclosure sale is shown on this notice under the heading "TRUSTEE". You must mail or deliver your proof not later than 7/20/2010 (30 days before the date first set for the foreclosure sale). Your proof must be in writing and should be a copy of your rental agreement or lease. If you do not have a written rental agreement or lease, you can provide other proof, such as receipts for rent paid. ABOUT YOUR SECURITY DEPOSIT Under state law, you may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord. 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 business or individual who 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. You should contact the buyer to discuss that possibility if you would like to stay. Under state law, if the buyer 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 buyer becomes your new landlord and must maintain the property. Otherwise, the buyer is not your landlord and is not responsible for maintaining the property on your behalf and you must move out by the date the buyer specifies in a notice to you. YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT OR RENT YOU PREPAID AGAINST YOUR CURRENT RENT OBLIGATION. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND OF ANY NOTICE YOU GIVE OR RECEIVE CONCERNING THE APPLICATION OF YOUR DEPOSIT OR PREPAID RENT. IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO 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 or 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. Oregon State Bar (503) 684-3763; (800) 452-7636 Legal assistance: www.lawhelp.org/or/index.cfm Dated: 4/12/2010 First American Title Insurance Company, as Trustee 3 First American Way Santa Ana, CA 92707 Signature By: Brooke Frank, Assistant Secretary Quality Loan Service Corp. of Washington, as agent for First American Title Insurance Company 2141 5th Avenue San Diego, CA 92101 619-645-7711 For Non-Sale Information: Quality Loan Service Corp. of Washington 2141 5th Avenue San Diego, CA 92101 619-645-7711 Fax: 619-645-7716 If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only. This Office is attempting to collect a debt and any information obtained will be used for that purpose. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations. P#690080

Publish: 4/21, 4/28, 5/5, 05/12/2010

TRUSTEE'S NOTICE OF SALE T.S. No.: OR-10-350468-SH Reference is made to that certain deed made by MARK MCELHENY AND CHERYL MCELHENY AS TENANTS BY THE ENTIRETY as Grantor to Fidelity National Title Co, as Trustee, in favor of Centrex Home Equity Company, LLC, as Beneficiary, dated 6/9/2006, recorded 06/15/2006, in official records of Josephine County, Oregon, in book/reel/volume No. xxx, at page No. xxx fee/file/instrument/microfile/reception No. 2006-012267 covering the following described real property situated in said County and State, to wit: APN: R316914 SEE EXHIBIT "A" Exhibit "A" Real property in the County of Josephine, State of Oregon, described as follows: A parcel of land in the east half of tract 45, Chicago Land Co. subdivision in section 30, township 36 south, range 5 west of the Willamette Meridian, Josephine County, Oregon, more particularly described as follows: commencing at the northeast corner of said tract 45; thence south 0°02'30" east 20.00 feet to a 5/8 inch iron rod on the south right of way line of Harbeck Road; thence along said right of way line south 89°55'50" west 15.8 feet to a 5/8 inch iron rod; thence south 109.50 feet to a 5/8 inch iron rod for the true point of beginning; thence continue south, parallel with the east line of said tract 45, a distance of 123.18 feet; thence south 89°55'50" west 183 feet to the easterly right of way line of Towne Street; thence, north along said easterly right of way line 60 feet to the southwest corner of a tract of land described in volume 329, page 1844, Josephine County deed records; thence north 89°55'50" east 83.62 feet; thence north 63.18 feet to the southwest corner of a tract of land described in volume 329, page 1846, Josephine County deed records; thence north 89°55'50" east 99.38 feet to the true point of beginning. Note: This legal description was created prior to January 1, 2008. Tax Parcel Number: R316914 Commonly known as: 541 TOWNE STREET GRANTS PASS, OR 97527 Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.735 (3) of Oregon Revised Statutes; the default for which the foreclosure is made is the grantor's: The installments of principal and interest which became due on

12/1/2009, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents. Monthly Payment \$913.36 Monthly Late Charge \$45.67 By this reason of said default the beneficiary has declared all obligations secured by said trust deed immediately due and payable, said sums being the following, to wit: The sum of \$140,134.76 together with interest thereon at the rate of 7.2860 per annum from 11/1/2009 until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust. Whereof, notice hereby is given that, First American Title Insurance Company, the undersigned trustee will, on 8/3/2010, at the hour of 01:00 PM, Standard of Time, as established by section 187.110, Oregon Revised Statutes, at the front door to the Josephine County Courthouse, 500 NW 6th Street Grants Pass, OR County of Josephine, 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 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 section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and

curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale. For Sale Information Call: 714-573-1965 or Login to www.priorityposting.com. In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and "beneficiary" include their respective successors in interest, if any. Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by First American Title Insurance Company. If there are any irregularities discovered within 10 days of the date of this sale, that the trustee will rescind the sale, return the buyer's money and take further action as necessary. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney. NOTICE TO TENANTS If you are a tenant of this property, foreclosure could affect your rental agreement. A purchaser who buys this property at a foreclosure sale has the right to require you to move out after giving you notice of the requirement. If you do not have a fixed-term lease, the purchaser may require you to move out after giving you a 30-day notice on or after the date of the sale. If you have a fixed-term lease, you may be entitled to receive after the date of the sale a 60-day notice of the purchaser's requirement that you move out. To be entitled to either a 30-day or 60-day notice, you must give the Trustee of the Deed of Trust written evidence of your rental agreement at least 30 days before the date first set for the sale. If you have a fixed-term lease, you must give the Trustee a copy of the rental agreement. If you do not have a fixed-term lease and cannot provide a copy of the rental agreement, you may give the trustee other written

evidence of the existence of the rental agreement. The date that is 30 days before the date of the sale is 7/4/2010 the name of the Trustee and the Trustee's mailing address is set forth on this Notice of Sale below. Federal law may grant you additional rights, including a right to a longer notice period. Consult a lawyer for more information about your rights under federal law. You have the right to apply your security deposit and any rent you prepaid toward your current obligation under your rental agreement. If you want to do so, you must notify your Landlord in writing and in advance that you intend to do so. If you believe you need legal assistance with this matter, you may contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included below with this notice. If you have a low income and meet federal poverty guidelines, you may be eligible for free legal assistance. Contact information for where you can obtain free legal assistance is included below with this notice. Oregon State Bar (503) 684-3763; (800) 452-7636 Legal assistance: www.lawhelp.org/or/index.cfm Dated: 3/29/2010 First American Title Insurance Company, as Trustee 3 First American Way Santa Ana, CA 92707 Signature By: Nina Hernandez, Assistant Secretary Quality Loan Service Corp. of Washington, as agent for First American Title Insurance Company 2141 5th Avenue San Diego, CA 92101 619-645-7711 For Non-Sale Information: Quality Loan Service Corp. of Washington 2141 5th Avenue San Diego, CA 92101 619-645-7711 Fax: 619-645-7716 If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only. This Office is attempting to collect a debt and any information obtained will be used for that purpose. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations. P#685217

Publish: 4/7, 4/14, 4/21, 04/28/2010