

# Winding Trails: by Al Hobart

Thursday, September 14, 1967  
Illinois Valley News

## Snakes & Scorpions

I have always prided myself on being entirely free from superstition, but now I don't know. The signs lately have been too persistent to ignore, and somehow I can't rid myself of the feeling that the end is approaching.

Of course the thought of the approaching end isn't, or shouldn't be, as alarming as it sounds, since from the very beginning the end starts approaching. Although my carefully laid plans call for attending the last round-up about 32 years from now, if the ominous signs I've mentioned mean what they seem to imply, I may have to sign up with a lesser rodeo, probably only 29 or 30 years hence.

Just a couple of weeks ago I almost stepped on a rattlesnake just outside my cabin door, an event that jolted me into realizing how precarious is our journey along the winding trail we follow through life.

Then, just when I had practically forgotten the snake incident and had lapsed comfortably back into my sloppy, carefree thinking habits, I was given another shuddering reminder that the jolly old beer and skittles days may be phasing out, and that the awful penalty for an instant's lowering of one's guard could be a fatal puncture by deadly fang or poison stinger.

Just this morning, as I went about my housewifely chores of tidying up the cabin I swept a 2½-in. scorpion off my bunk-side rug. It makes me wonder whether more such creatures, possibly even more revolting than rattlesnakes and scorpions, if that's possible, can be lurking about the premises, waiting

their turn to sneak out at intervals and set my nerves on edge with their warning of possible disaster.

It all goes to show that even in a peaceful and quiet environment like Packer's Gulch critters of possible danger or painful annoyance may lie hidden all around, just waiting for the right moment to pounce. I wouldn't be in the least surprised if Bandido, the coon, should show up some evening with his whiskers dripping hydrophobia froth and dare me to step out onto the porch.

Venom of the rattler is far more potent than that of the scorpion and can be deadly, although more often the victim, after a terrifying and painful interlude, pulls through, the only permanent after-effect being an accentuated hatred and fear of snakes. Every summer there is a sizeable number of deaths from rattlesnake bite in the U. S. In our area these snakes are fairly common,

but by being reasonably cautious in our outdoor activities the danger of being bitten is slight.

Scorpions are fairly abundant too in our area, and although they are far less dangerous than the rattler, to me they are the most loathsome of the infamous pair of pests. Their venom, comparable to that of the most savage hornet, is even more powerful and can produce a combined physical and psychological effect that is a mixture of extreme nausea and the fear of impending death.

Both of these poisonous creatures are rather timid and will avoid you if given a chance, and should give you little worry if you can keep your hands and feet off the rattler, and the scorpion out of your clothes – or your bed.

Another reason I hate scorpions is, because of the way the mother sometimes treats her babies. One time I turned over a rock on the

hillside above the cabin and found the cool cavity underneath the rock a mother scorpion and about 30 tiny white ones. I carefully replaced the rock, and next day took another peek to see how the family was getting on.

Of the estimated 31 scorpions of the day before, now only one remained—the bloated cannibalistic mother. After considering the circumstantial, but clearly conclusive evidence, I as acting judge and impartial jury gave the gluttonous old horror what I considered a just and fair trial, after which the rock was replaced, but this time not gently. The sentence had been “death by squashery.”

It may sound gruesome to the supersensitive, but what a simple and speedy solution to a nasty problem if all such creatures as snakes and scorpions could somehow be induced to care for their young the way this mother scorpion did.

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### Public Notice

NOTICE OF DEFAULT AND FORECLOSURE SALE Trustee Sale No: 129698-OR Loan No: 431-2930722 Title Order No: 8707242 APN R315906/36-05-28-BB-000302-00 WHEREAS, on 08/09/1994, a certain Deed of Trust was executed by MORRIS C. SHOWALTER AND PAULINE R. SHOWALTER, as trustor in favor of ARCS MORTGAGE, INC. as beneficiary and AMERICAN PACIFIC TITLE & ESCROW CO. as trustee, and was recorded on 08/17/1994 as Document No. 94-16481, in Book 172, Page 2203, and WHEREAS, the Deed of Trust was insured by the United States Secretary of Housing and Urban Development (the Secretary) pursuant to the National Housing Act for the purpose of providing single family housing; and WHEREAS the beneficial interest in the Deed of Trust is now owned by the Secretary, pursuant to an assignment recorded 10/13/2006 in document no. 2006-020625, of Official records in the office of the Recorder of JOSEPHINE County, OR, and WHEREAS a default has been made in the covenants and conditions of the Deed of Trust PURSUANT TO SECTION 9 (A)(i), OF THE LOAN DOCUMENTS “AN IMMEDIATE PAYMENT IN FULL. AS DEFINED, THE LENDER WILL REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL OUTSTANDING PRINCIPAL AND ACCRUED INTEREST IF; A BORROWER DIES AND THE PROPERTY IS NOT THE PRINCIPAL RESIDENCE OF AT LEAST ONE SURVIVING BORROWER.” INCLUDING ALL FORECLOSURE FEES, ATTORNEY FEES AND ADVANCES TO SENIOR LIENS, INSURANCE, TAXES AND ASSESSMENTS. WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the Deed of Trust to be immediately due and payable; NOW THEREFORE, pursuant to powers vested in me by the Single Family Mortgage Foreclosure Act of 1994, 12 U.S.C. 3751 et seq., by 24 CFR part 27, subpart B, and by the Secretary's designation of me as Foreclosure Commissioner, recorded on 05/11/2017 as Instrument No. 2017-006383, \*\*THE SALE DESCRIBED BELOW HAS BEEN POSTPONED TO 09/22/17, SAME TIME AND LOCATION AS FURTHER DESCRIBED BELOW\*\* notice is hereby given that on 08/23/2017, \*\* at 01:00PM local time, all real and personal property at or used in connection with the following described premises (“Property”) will be sold at public auction to the highest bidder: AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST Commonly known as: 1714 SIEBERT WAY, GRANTS PASS, OR 97527 The sale will be held: Inside the main lobby of the Josephine County Courthouse, 500 NW 6th St, Grants Pass, OR 97526 The Secretary of Housing and Urban Development will bid \$290,299.29. There will be no proration of taxes, rents or other income or liabilities, except that the purchaser will pay, at or before closing, his pro rata share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale. When making their bids, all bidders except the Secretary must submit a deposit totaling \$29,029.93 [10% of the Secretary's bid] in the form of a certified check or cashier's check made out to the Secretary of HUD. A deposit need not accompany each oral bid. If the successful bid is oral, a deposit of \$29,029.93 must be presented before the bidding is closed. The deposit is nonrefundable. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the highest bidder, he need not pay the bid amount in cash. The successful bidder will pay all conveying fees, all real estate and other taxes that are due on or after the delivery date of the remainder of the payment and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidders will be returned to them. The Secretary may grant an extension of time within which to deliver the remainder of the payment. All extensions will be for a 15-day increments for a fee of \$500.00, paid in advance. The extension fee will be in the form of a certified or cashier's check made payable to the Secretary of HUD. If the high bidder closes the sale prior to the expiration of any extension period, the unused portion of the extension fee shall be applied toward the amount due. If the high bidder is unable to close the sale within the required period, or within any extensions of time granted by the Secretary, the high bidder may be required to forfeit the cash deposit or, at the election of the foreclosure commissioner after consultation with the HUD representative, will be liable to HUD for any costs incurred as a result of such failure. The commissioner may, at the direction of the HUD representative, offer the property to the second highest bidder for an amount equal to the highest price offered by that bidder. There is no right of redemption, or right of possession based upon a right of redemption, in the mortgagor or others subsequent to a foreclosure completed pursuant to the Act. Therefore, the Foreclosure Commissioner will issue a Deed to the purchaser(s) upon receipt of the entire purchase price in accordance with the terms of the sale as provided herein. HUD does not guarantee that the property will be vacant. The scheduled foreclosure sale shall be cancelled or adjourned if it is established, by documented written application of the mortgagor to the Foreclosure Commissioner not less than 3 days before the date of sale, or otherwise, that the default or defaults upon which the foreclosure is based did not exist at the time of service of this notice of default and foreclosure sale, or all amounts due under the mortgage agreement are tendered to the Foreclosure Commissioner, in the form of a certified or cashier's check payable to the Secretary of HUD, before public auction of the property is completed. The amount that must be paid if the mortgage is to be reinstated prior to the scheduled sale is \$290,278.74 as of 08/22/2017, plus all other amounts that would be due under the mortgage agreement if payments under the mortgage had not been accelerated, advertising costs and postage expenses incurred in giving notice, mileage by the most reasonable road distance for posting notices and for the Foreclosure Commissioner's attendance at the sale, reasonable and customary costs incurred for title and lien record searches, the necessary out-of-pocket costs incurred by the Foreclosure Commissioner for recording documents, a commission for the Foreclosure Commissioner, and all other costs incurred in connection with the foreclosure prior to reinstatement. Tender of payment by certified or cashier's check or application for cancellation of the foreclosure sale shall be submitted to the address of the Foreclosure Commissioner provided below. DATE: 06/27/2017 FORECLOSURE COMMISSIONER: MORTGAGE LENDER SERVICES, INC. 11707 Fair Oaks Blvd., Ste 202 Fair Oaks, CA 95628 (916) 962-3453 Fax: (916) 962-1334 Sale Information Line: 916-939-0772 or www.nationwideposting.com TARA CAMPBELL, FORECLOSURE COMMISSIONER OFFICER NPP0315226 To: ILLINOIS VALLEY NEWS 09/06/2017, 09/13/2017, 09/20/2017

### Public Notice

NOTICE OF DEFAULT AND FORECLOSURE SALE Trustee Sale No: 129699-OR Loan No: 431-4128225 Title Order No: 8707244 APN R338273/36-06-23-DD-000651-00 WHEREAS, on 01/03/2005, a certain Deed of Trust was executed by PHYLIS N. GOODMAN, as trustor in favor of U.S. FINANCIAL MORTGAGE CORP. as beneficiary and ALLIANCE TITLE as trustee, and was recorded on 01/07/2005 as Document No. 2005-000508, and WHEREAS, the Deed of Trust was insured by the United States Secretary of Housing and Urban Development (the Secretary) pursuant to the National Housing Act for the purpose of providing single family housing; and WHEREAS the beneficial interest in the Deed of Trust is now owned by the Secretary, pursuant to an assignment recorded 03/25/2013 in document no. 2013-004059, of Official records in the office of the Recorder of JOSEPHINE County, OR, and WHEREAS a default has been made in the covenants and conditions of the Deed of Trust PURSUANT TO SECTION 9 (B)(i), OF THE LOAN DOCUMENTS “DUE AND PAYABLE WITH SECRETARY APPROVAL. AS DEFINED, THE LENDER WILL REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL OUTSTANDING PRINCIPAL AND ACCRUED INTEREST IF; THE PROPERTY CEASES TO BE THE PRINCIPAL RESIDENCE OF A BORROWER FOR REASONS OTHER THAN DEATH AND THE PROPERTY IS NOT THE PRINCIPAL RESIDENCE OF AT LEAST ONE OTHER BORROWER.” INCLUDING ALL FORECLOSURE FEES, ATTORNEY FEES AND ADVANCES TO SENIOR LIENS, INSURANCE, TAXES AND ASSESSMENTS. WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the Deed of Trust to be immediately due and payable; NOW THEREFORE, pursuant to powers vested in me by the Single Family Mortgage Foreclosure Act of 1994, 12 U.S.C. 3751 et seq., by 24 CFR part 27, subpart B, and by the Secretary's designation of me as Foreclosure Commissioner, recorded on 05/11/2017 as Instrument No. 2017-006383, \*\*THE SALE DESCRIBED BELOW HAS BEEN POSTPONED TO 09/22/17, SAME TIME AND LOCATION AS FURTHER DESCRIBED BELOW\*\* notice is hereby given that on 08/23/2017, \*\* at 01:00PM local time, all real and personal property at or used in connection with the following described premises (“Property”) will be sold at public auction to the highest bidder: AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST Commonly known as: 1635 SUN GLO DRIVE, GRANTS PASS, OR 97527 The sale will be held: Inside the main lobby of the Josephine County Courthouse, 500 NW 6th St, Grants Pass, OR 97526 The Secretary of Housing and Urban Development will bid \$181,221.48. There will be no proration of taxes, rents or other income or liabilities, except that the purchaser will pay, at or before closing, his pro rata share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale. When making their bids, all bidders except the Secretary must submit a deposit totaling \$18,122.15 [10% of the Secretary's bid] in the form of a certified check or cashier's check made out to the Secretary of HUD. A deposit need not accompany each oral bid. If the successful bid is oral, a deposit of \$18,122.15 must be presented before the bidding is closed. The deposit is nonrefundable. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the highest bidder, he need not pay the bid amount in cash. The successful bidder will pay all conveying fees, all real estate and other taxes that are due on or after the delivery date of the remainder of the payment and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidders will be returned to them. The Secretary may grant an extension of time within which to deliver the remainder of the payment. All extensions will be for a 15-day increments for a fee of \$500.00, paid in advance. The extension fee will be in the form of a certified or cashier's check made payable to the Secretary of HUD. If the high bidder closes the sale prior to the expiration of any extension period, the unused portion of the extension fee shall be applied toward the amount due. If the high bidder is unable to close the sale within the required period, or within any extensions of time granted by the Secretary, the high bidder may be required to forfeit the cash deposit or, at the election of the foreclosure commissioner after consultation with the HUD representative, will be liable to HUD for any costs incurred as a result of such failure. The commissioner may, at the direction of the HUD representative, offer the property to the second highest bidder for an amount equal to the highest price offered by that bidder. There is no right of redemption, or right of possession based upon a right of redemption, in the mortgagor or others subsequent to a foreclosure completed pursuant to the Act. Therefore, the Foreclosure Commissioner will issue a Deed to the purchaser(s) upon receipt of the entire purchase price in accordance with the terms of the sale as provided herein. HUD does not guarantee that the property will be vacant. The scheduled foreclosure sale shall be cancelled or adjourned if it is established, by documented written application of the mortgagor to the Foreclosure Commissioner not less than 3 days before the date of sale, or otherwise, that the default or defaults upon which the foreclosure is based did not exist at the time of service of this notice of default and foreclosure sale, or all amounts due under the mortgage agreement are tendered to the Foreclosure Commissioner, in the form of a certified or cashier's check payable to the Secretary of HUD, before public auction of the property is completed. The amount that must be paid if the mortgage is to be reinstated prior to the scheduled sale is \$181,206.63 as of 08/22/2017, plus all other amounts that would be due under the mortgage agreement if payments under the mortgage had not been accelerated, advertising costs and postage expenses incurred in giving notice, mileage by the most reasonable road distance for posting notices and for the Foreclosure Commissioner's attendance at the sale, reasonable and customary costs incurred for title and lien record searches, the necessary out-of-pocket costs incurred by the Foreclosure Commissioner for recording documents, a commission for the Foreclosure Commissioner, and all other costs incurred in connection with the foreclosure prior to reinstatement. Tender of payment by certified or cashier's check or application for cancellation of the foreclosure sale shall be submitted to the address of the Foreclosure Commissioner provided below. 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