## Wednesday, June 23, 2021 **B9**

## **Public Notices**

## **HOOD RIVER**

IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR THE COUNTY OF HOOD RIVER In the Matter of the Estate

of MURIEL J. ING, Deceased. No. 21PB04269

NOTICE TO INTERESTED PERSONS NOTICE IS HERE-

BY GIVEN that the undersigned has been appointed Personal Representative of the above estate. All persons having claims against the estate are required to present them. with vouchers attached, to the undersigned Personal Representative at the law office of Annala. Carev & Hull at 305 Cascade Street (P.O. Box 325), Hood River, Oregon 97031, within four months after the date of first publication of this notice, as stated below, or such claims may be barred.

All persons whose rights may be affected by the proceedings in this estate may obtain additional information from the records of the Court. the Personal Representative, or the lawyer for the Personal Representative

DATED and first published this 9th day of June, 2021. EDWARD ING PERSONAL REPRESENTATIVE 1217 Eastside Road, Hood River, Oregon 97031 ANNALA, CAREY & HULL ATTORNEY FOR PERSONAL REPRE-SENTATIVE 305 Cascade Street, Post Office Box 325, Hood River, Oregon 97031 Telephone: (541) 386-1811; Fax: (541) 386-6242 June 9, 16, 23, 2021 #1685

TRUSTEE'S NOTICE OF SALE PLEASE TAKE NOTICE that the foregoing instrument shall constitute notice, pursuant to ORS 86.764, that the Grantor of the Trust Deed described below has defaulted on its obligations to beneficiary, and that the Beneficiary and under the Trust Deed have elected to sell the property secured by the Trust Deed: DEED OF TRUST AND PROPERTY DE-SCRIPTION: This instrument makes reference to that certain Commercial Construction Real Estate Deed of Trust / Line of Credit Trust Deed of Trust dated March 6, 2013, and recorded March 8, 2013, in the Official Records of Hood River County, Oregon, as Instrument No. 2013-00763 wherein RICHARD H FOX AND ELLANA M FOX, as tenants by the entirety, are the Grantor, AMERITITLE is the original Trustee, and FIRST IN-TERSTATE BANK (successor by merger with Inland Northwest Bank, and successor by merger of CenterPointe Community Bank into Inland Northwest Bank) is the Beneficiary, as modified by that certain Modification Agreement -Deed of Trust dated January 22, 2014, and recorded February 7, 2014, in the Official Records of Hood River County, Oregon, as Instrument No. 2014-00339 (the "Deed of Trust"). The aforementioned Deed of Trust covers proper-ty (the "Property") described as: See Exhibit A attached. Together with all buildings, structures, fixtures and other improvements now or hereafter located thereon (the "Improvements"), all Additional Collateral described in Exhibit B attached hereto and incorporated herein by reference, and all other personal property described in the Deed of Trust. The undersigned hereby certifies that he has no knowledge of any

The Borrower is in assignments of the Deed of Trust by the continuing default of Trustee or by the its obligations under Beneficiary or any the Modification appointments of a Agreement and the Successor Trustee Loan Documents other than the anbased on: (i) failure pointment of DAVID to close on a sale of W. CRISWELL, ESQ., the Fletcher Drive Property by June 5, as Successor Trustee as recorded in the 2020; (ii) failure to pay the remaining property records of the county in which balance on the 2018 the Property de-Carrvover Note scribed above is sit-(Loan No. 8965003) uated. Further, the due on the December 1, 2020 maturity undersigned certifies that no action has date which consists been instituted to reof accrued late fees in the amount of cover the debt. or any part thereof, \$70,739.04 (the now remaining se-"2018 Carryover cured by the Deed of Note Payment De-Trust. Or, if such acfault"); and (iii) failtion has been instiure to pay the retuted, it has been maining balance due dismissed except as on the New 2019 permitted by ORS LOC Note (Loan No. 86.752(7). The name 6900000592) due on and address of the the December 1, 2020 maturity date, Successor Trustee is as follows: David W. which consists of accrued late fees in the Criswell, Successor Trustee, Lane Powell amount \$92,012.54 (the PC, 601 SW Second "New 2019 LOC Note Avenue, Suite 2100, Portland, OB 97204. Payment Default") The Deed of Trust is (all of the foregoing, not a "Residential collectively, the "Ex-Trust Deed", as deisting Defaults"). 2. fined in ORS As a result of the Ex-86.705(6), thus the isting Defaults and the cross-default requirements of Chapter 304 [S.B. provisions in the 558], Oregon Laws Deed of Trust and 2013, Chapter 112 the Loan Docu-[S.B. 1552], Section ments, the Benefi-4a, Oregon Laws 2012 and ORS ciary has declared multiple defaults and 86.771(10) do not previously acceleratapply. However, the ed the indebtedness Beneficiary has filed evidenced by the the necessary ex-Note under Loan No. emption affidavit with 1041400. the indebtthe Attorney General edness evidenced by for the State of Orethe promissory note gon as required ununder Loan No. der ORS 86.726(1) 8965002 ("Term (b) and has recorded Note 1"), the indebta copy of the affidavit edness evidenced by the promissory note in the property records of the county under Loan No. 1062400 ("Term in which the Property described above is Note 2"), the indebtsituated as required edness evidenced by the promissory note ORS under 86.752(4)(b). In adunder Loan No. dition, the Beneficia-1057200 ("Term ry has complied with Note 3"), and the inthe provisions of debtedness evi-ORS 86.748. DEdenced by the prom-FAULT BY GRANTOR: issory note under There are continuing Loan No. 1041000 and uncured de-"Term Note 4"). 3. faults by Richard H. During the foregoing Fox and Ellana M. time period, Grantor Fox, as tenants by has made partial the entirety, and Mt. payments or non-default contract Defiance Fruit Comprincipal and interest pany, LLC, an Oregon limited liability payments from time company (collectiveto time which have ly, the "Grantor"). been credited to the (footnote: The Propindebtedness evierty was transferred denced by the Note. by Richard H. Fox As of March 2, 2021, and Ellana Fox to Mt. the total sum se-Defiance Fruit Comcured by the Deed of pany, LLC, an Ore-Trust. inclusive of all gon limited liability accelerated principal company, by Statuamounts, interest arga Sale Deed dated terest at 18% per annum, 360 days/year, January 3, 2014, and recorded on April 20, from January 28. 2015, in the Official 2021), and other Records of Hood charges i s River County, Ore-\$1,774,923.93. Degon, as Instrument fault interest per No. 2015-01224.) diem is \$875.94 under the Deed of ALL AMOUNTS are Trust and the written now due and payable along with all documents for Loan No. 1041400, includcosts and fees assoing the promissory ciated with this forenote dated and efclosure, 4. Additional fective as of March defaults include 6, 2013, as modified Grantor's: (i) failure by a Change in to pay the 2019/20 Terms Agreement real property taxes dated January 22, due to Hood River County in the amount of \$116.21, 2014 (together, the "Note"), made by Richard H. Fox and plus interest; (ii) fail-Ellana M. Fox, indiure to pay the vidually ("Borrow-2020/21 real properer"), in favor of ty taxes due to Hood Lender, and ac-River County in the knowledged by Fox amount o f \$24,423.07, plus in-Family Ranches, LLC, an Oregon limterest; (iii) allowing ited liability company an Oregon Depart-("Fox Family Ranchment of Revenue lien es"), Golden Mounfor unpaid personal tain, L.L.C., an Oreincome tax for the gon limited liability period ending Decompany ("Golden cember 31, 2018 to Mtn."), and Mt. Defiattach to additional ance Fruit Company, collateral that se-LLC, an Oregon limcures the Note in the ited liability company amount o f ("Mt. Defiance"), \$3,060.18; (iv) fail-(Fox Family Ranchure to pay the es, Golden Mtn. and 2019/20 real propertv taxes due to Hood Mt. Defiance are River County in the amount of \$73.91, each a guarantor of the obligations under the Note and plus interest, on adare, collectively, the ditional collateral "Guarantor"). Based that secures the on the cross-default Note: (v) failure to provisions in the pay the 2020/21 real governing loan docproperty taxes due uments, such unto Hood River Councured and continuing ty in the amount of defaults include but \$24,989.82, plus interest, on additional are not necessarily limited to the followcollateral that secures the Note; and ing: 1. Default under the Loan Modifica-(vi) failure to pay the tion and Forbear-2020/21 real properance Agreement ty taxes due to Lindated March 6, coln County in the a m o u n t o f 2019, as modified by \$12,302.69, plus inthe First Amendment to Loan Modification terest, on additional and Forbearance collateral that secures the Note. TO-Agreement dated TAL UNCURED March 31, 2020 (the "Modification Agree-MONETARY (PAYment). All terms not MENT) DEFAULT: By described herein reason of said unshall have the meancured and continuing ings ascribed to defaults. the Beneficiary has acceleratthem in the Modification Agreement. ed and declared all

sums owing on the obligation secured by the Deed of Trust and the Property immediately due and payable. Due to the cross-default and cross-collateralization provisions of the governing loan documents, the sums due and payable to effectuate a cure and to stop the trustee's sale are: Loan No. 1041400 (the Note) Accrued and unpaid interest owing under the Stadelman Note as of March 2, 2021 (including default interest at 18% per annum, 360 days/year, from January 28, 2021): \$23.046.74. Trustee's Sale Guarantee premium: \$3,354.00. TOTAL CURE AMOUNT Loan No. 1041400: \$26,400.74. Loan No. 8965002 (Term Note 1) Accrued and unpaid interest owing under the Note as of March 2, 2021 (including default interest at 18% per annum, 360 days/year, from January 28 2021): \$106.684.16. Appraisal fees: \$11,350.00. Legal fees and costs paid: \$13,227.75. Trustee's Sale Guarantee premiums: \$4.863.00. Accrued and unpaid legal fees through Febru-28 2021 ary \$12,217.95. TOTAL CURE AMOUNT Loan No. 8965002: \$148,342.86. Loan No. 1062400 (Term Note 2) Accrued and unpaid interest owing under the Term Note 2 as of March 2, 2021 (including default interest at 18% per annum, 360 days/year, from January 28, 2021): \$2,636.16. TOTAL CURE AMOUNT Loan No. 1062400: \$2,636.16. Loan No. 1057200 (Term Note 3) Accrued and unpaid interest owing under the Term Note 3 as of March 2 2021 (including default interest at 18% per annum. 360 days/year, from January 28, 2021): \$25,003.00. TOTÁL CURE AMOUNT Loan No. 1057200: \$25.003.00. Loan No. 1041000 (Term Note 4) TOTAL CURE AMOUNT Loan No. 1041000: 0.00. Loan No. 6900000592 (2019 LOC Note) Unpaid late fees and charges due as of \$92.012.54. TOTAL CURE AMOUNT Νo Loan 690000592 \$92,012.54. Loan No. 8965003 (2018 Carrvover Note) Unpaid late fees and charges due as of March 2, 2021: \$70,739.04. TOTAL CURE AMOUNT Loan No. 8965003: \$70.739.04. Accordingly, the global total cure amount owing on the obligation se cured by the Deed of Trust and the sum which must be paid to stop the trustee's sale under the Deed Trust \$430,100.22 as of March 2, 2021, together with default interest accruing on the principal portions of Term Note 1, Term Note 2, Term Note 3, Term Note 4 and the Note, plus additional costs and expenses incurred by Beneficiary and/ or the Successor Trustee (including their respective attorney's fees, costs, and expenses) ELECTION TO SELL: Notice is hereby given that the Beneficiary, by reason of the uncured and continuing defaults described above, has elected and does hereby elect to foreclose said Deed of Trust by advertisement and sale pursuant to ORS 86.752 et seq., and to cause to be sold at public auction to the highest bidder for cash, the Grantor's interest in the subject Property, which the Grantor had, or had the power to convey, at the time the Grantor executed the Deed of Trust in favor of the Beneficiary, along with any interest the Grantor or the Grantor's successors in interest acquired after the execution of the Deed of Trust, to satisfy the obligations

er County; thence North 73° 10' East secured by the Deed of Trust as well as the expenses of the sale, including compensation of the Trustee as provided by law, and the reasonable fees of Trustee's attorneys. PLEASE TAKE NO-TICE that the sale will be held at the hour of 12:00 noon, in accordance with the standard of time established by ORS 187.110, on August 4, 2021, on the front steps to the main entrance of the Hood **River County Court**house, 309 State Street, Hood River, Oregon 97031. RIGHT OF REIN-STATEMENT: Notice is further given that any person named in ORS 86.778 has the right, at any time prior to five (5) days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Deed of Trust reinstated by (A) 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. together with the costs and expenses actually incurred in enforcing the terms of the obligation, as well as Successor Trustee and attorney fees as prescribed by ORS 86.778; and (B) by curing all such other continuing and uncured defaults as noted in this Notice. NOTICE REQUIRED UNDER ORS 86.771(9): Without limiting the Successor Trustee's disclaimer of representations or warranties. Oregon law requires the Successor Trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale. DATED: March 16, 2021. By: David W. Criswell, OSB 925930, Successor Trustee, Lane Powell 601 Ada Avenue, Suite 2100. Portland, OR 97204 Telephone: (503) 778-2100. Facsimile: (503) 778-2200. Email: CriswellD@ LanePowell.com. EXHIBIT A Legal Description Parcel 1: A tract of land in the Northeast quarter of the Southeast quarter of Section 26. Township 2 North, Range 10 East of the Willamette Meridian, in the County of Hood River and State of Oregon, being more particularly described as follows: Beginning at the Northwest corner of that tract of land conveyed to Errol Bailey et al., by deed recorded February 17, 1948, in Book 37, page 50, Deed Records Hood River County, which said corner is located on the West line of the Northeast quarter of the Southeast quarter of Section 26, Township 2 North, Range 10 East of the Willamette Meridian, at a point 592 feet North of the Southwest corner of said legal subdivision; thence East, parallel with the South line of said legal subdivision and along the North line of said Bailey tract of land 208 feet to the Northeast corner of said Bailey tract of land; thence South along the East line of said Bailey tract of land and along the East line of that tract of land conveyed to Ernest F. Arthur et al., by deed recorded December 29, 1947, in Book 36, page 405, Deed **Records Hood River** County, 382.5 feet to a point in the Northerly line of that tract of land conveyed to Ada Odell by deed recorded February 11. 1909. in Book 2, page 199, Deed Records Hood Riv-

along the Northerly line of said Ada Ódell tract of land 296.0 feet; thence North 00° 11' 05" East a distance of 473.8 feet to the South right of way line of the County Road; thence Westerly along the South line of said County Road and its Westerly extension 491.5 feet to the West line of the Northeast guarter of the Southeast guarter of said aiven that the citv Section 26; thence South 00° 07' 50' West, along the West line of the Northeast quarter of the Southeast guarter of said Section 26, a distance of 172.57 feet to the place of beginning. EXCEPT-ING THEREFROM that portion conveyed to Hood River by deed recorded in Book 52, page 581. Deed Records. TOGETHER WITH: A tract of land in the Northeast quarter of the Southeast quarter of Section 26, Township 2 North, Range 10 East of the Willamette Meridian, in the County of Hood River and State of Oregon, begin more particularly described as follows: Commencing at a point on the South right of way line of the County Road, which point is the most Northerly Northeast corner of Parcel 1, hereinabove described, and is located 491.5 feet East of the West line of the Northeast quarter of the Southeast quarter of Section 26, Township 2 North, Range 10 East of the Willamette Meridian, in the County of Hood River and State of Oregon; thence South 00° 11' 05" West, along the East line of said Parcel 1, a distance of 200 feet to the true point of beginning of the tract to be described herein; thence East, in a straight line 100 feet, more or less, to the centerline of the Old Mount Hood Loop Highway; thence Southerly and Westerly, along the centerline of said highway to the point of intersection thereof with the North line of that tract of land conveyed to recorded February 11. 1909. in Book 2, page 199, Deed hoodriver.gov. Records Hood Riv-June 23, 2021 er County; thence South 73° 10' West along the Northerlv line of said Ada Ódell tract 90 feet, LIGHT PAINTING more or less, to the Southeast corner of Parcel 1, hereinabove described; thence North 00 11' 05" East, along the East line of said Parcel 1, a distance of 273.8 feet, to the true point of beginning, Parcel 2: A tract of land in the Northeast quarter of the Southeast quar-BID for ter of Section 26, Township 2 North, Range 10 East of the Willamette Meridian, in the County of Hood River and of bid closing. The State of Oregon, person designated being more partic-ularly described as to receive offers at the above address is follows: Beginning at Mark Janeck, Direca point on the West tor of Public Works. line of the North-In lieu of a public bid east quarter of the opening, all bidders Southeast quarwill receive a tabulated list of all bids ter of Section 26, Township 2 North, received Range 10 East of Questions rethe Willamette Megarding the projridian, in the County ect should be subof Hood River and mitted via email to State of Oregon, m.janeck@cityofwhich said point hoodriver.gov. Stateis 384 feet North ments made by of the Southwest Owner or Owner's corner of said quarrepresentatives will ter-quarter section not be binding upon and which said point the Owner unless is also the Northwest confirmed by written Addendum. The corner of that tract of land heretofore deadline for quesconveyed to Ernest tions is June 28, 2021 at 12:00 PM F. Arthur et al., by deed recorded De-(noon). cember 29, 1947 Bidders must in Book 36, at page comply with ORS 279.027 regard-405, Deed Records Hood River County: ing submission of thence East parallel First-Tier Subconwith the South line of tractor Disclosure Form by the deadline said quarter-quarter section and along indicated on the the North line of said form. Disclosure Arthur tract of land forms are provided in 208 feet; thence the Bid Documents. North parallel with The work to be the West line of said done under this quarter-quarter seccontract consists tion 208 feet; thence of scraping off any West parallel with loose paint, sandthe South line of ing and cleaning streetlight poles and said quarter-quarter

section 208 feet to the West line thereof: thence South along the West line of said quarter-quarter section 208 feet, more or less, to the place of beginning.

June 16, 23, 30, July 7, 2021 #1700

## CITY OF HOOD RIVER PLANNING DEPARTMENT NOTICE OF

APPLICATION Notice is hereby

planning department will make a decision regarding the following application (File #2021-11): APPLICANT: Opsis Architecture. OWNER: Hood River County School District. DESCRIPTION OF PROPOSAL: Site Plan Review to construct new main entrance: enclosure of existing breezeway; 2,000 square-foot addition: associated site improvements. LOCATION: 1602 May Street. LEGAL DESCRIPTION: 3N10E35AA #6500 REVIEW CRITE-RIA: Hood River Municipal Code sections 17.03.080 Open Space/Public Facilities (OS/PF) Zone: 17.04 Supplementary Provisions; 17.09.030 Administrative Review Procedures; 17.16 Site Plan Review; 17.17 Landscaping and Development Standards; 17.20 Transportation Circulation and Access Management, The application, all documents and evidence submitted by or on behalf of the applicant, and applicable criteria are available for inspection at no cost from the planning department, and copies will be provided for \$0.56 per page. TESTI-MONY: The deadline to submit written testimony is July 7, 2021. Failure to raise an issue in writing within the comment period, or failure to provide statements or evidence sufficient to afford the decision maker an opportunity to respond to the issue precludes appeal to the city council or LUBA on that issue. Testimony may be mailed or delivered to city hall at 211 2nd

streetlight bases, amends that certain with the application Trustee's Notice of of two (2) layers of Sale dated March Benjamin Moore 16, 2021 (the "Origi-Corotec High Pernal Notice"), by deformance Command leting from the high gloss paint on "Property" described approximately 147 in the Original Notice streetlights in variany tract of land that ous locations in the is a "Subject Proper-City. Cover concrete ty" as defined by HB bases and sidewalk 2009. PLEASE TAKE during painting and NOTICE that the remove unwanted debris from each job site All work is located

in Hood River, OR. The project location is described above. The work is more particularly described in the project plans.

Pregualification is not required; however, applicant must submit with its Bid evidence of qualifications and experience to perform the work

The work is fully described in the Contract Documents, which may be obtained or examined at Hood River Public Works, 1200 18th Street, Hood River, OR 97031. Bid packages will be mailed for a \$35.00 Make charge. checks payable to the City of Hood River, If mailed, 211 2nd Street, Hood River, OR 97031, To order plans, phone 541.387.5201 or request via e-mail to m.messmer@cityofhoodriver.gov .

Bids will be opened immediately after the deadline for bid submission. Bids shall be submitted on the bid forms supplied in the bidding documents and shall be accompanied by a bond, postal money order, certified or cashier's check from the bidder in the amount of at least five percent (5%) of the bid as security.

The successful bidder will be required to execute a formal agreement with the Owner and provide acceptable insurance and both a performance bond and a material and labor payment bond each in an amount equal to 100% of the contract award in accordance with the Specifications within ten (10) days of Notice of Award 279C.870. 97031; or e-mailed to j.kaden@cityof #1704 Invitation to Bid City of Hood River PUBLIC STREET PROJECT #701 Written, sealed bids from qualified contractors will be received by the City of Hood River (Owner) at Hood River Public Works, 1200 18th Street, Hood River, Oregon 97031. until 2:00 PM on July 5. 2021. Bids shal be clearly marked BID for "Public Streetlight Painting-Various Locations" and shall show the date and time USC § 276a

The project is a public work subject to ORS 279C.800 Con tractor must be registered with the Oregon Construction Contractors Board (CCB) prior to the bid opening and must file a public works bond in the amount of \$30,000 with the CCB prior to commencing work on the project. Depending on the contract amount. Contractor must pay Prevailing Wages in accordance with ORS 279C.800 to 279C.870. No Bid will be received or considered by the Owner unless the Bid contains a statement that Bidder agrees to be bound by and will comply with the provisions of ORS 279C.840 or 40

The Owner may

reject any Bid not

in compliance with

prescribed public

bidding procedures

and requirements.

The Owner may re-

ject for good cause

any or all bids upon a

finding of the Owner

that it is in the public

River is an equal op-

portunity employer.

ADA accommoda-

tions will be provided

on request; phone

June 23, 30, 2021

AMENDED

Effective June 1.

2021, Oregon House

Bill 2009 ("HB

2009") imposed a

stay on residential

foreclosures by con-

tinuing the moratori-

um imposed by Ore-

gon House Bill 4204

("HB 4204") retroac-

tive to December 31,

2020, when HB 4204

previously expired.

The Emergency Peri-

od under HB 2009

begins on December

31, 2020, and ex-

pires September 30,

2021. This amended

notice modifies and

continued

TRUSTEE'S NOTICE

#1705

(541) 387-5201

OF SALE

The City of Hood

interest to do so.

foregoing instrument shall constitute notice, pursuant to ORS 86.764, that the Grantor of the Trust Deed described below has defaulted on its obligations to beneficiary, and that the Beneficiary and Successor Trustee under the Trust Deed have elected to sell the property secured by the Trust Deed: DEED OF TRUST AND PROPERTY DE-SCRIPTION: This instrument makes reference to that certain Deed of Trust dated March 23, 2018, and recorded March 26, 2018, in the Official Records of Hood River County, Oregon, as Instrument No. 2018-00937, wherein RICHARD H. FOX AND ELLANA M. FOX, as Trustees of the Fox Family Revocable Trust U/T/A dated October 13 2005, and RICHARD H. FOX AND ELLANA M. FOX, as tenants by the entirety, are the Grantor, AMER-ITITLE is the original Trustee, and FIRST INTERSTATE BANK (as successor by merger with Inland Northwest Bank) is the Beneficiary, as modified by that certain Modification of Deed of Trust dated June 20, 2018, and recorded June 26 2018. in the Official Records of Hood River County, Oregon, as Instrument No. 2018-01986 (the 'Deed of Trust") The aforementioned Deed of Trust covers property (the "Property") described as: See Amended Exhibit A attached. Together with all buildings, structures, fixtures and other improvements now or hereafter located thereon (the "Im-provements"), all Additional Collateral described in Exhibit B attached hereto and incorporated herein by reference. and all other personal property deof Trust. The undersigned hereby certifies that he has no knowledge of any assignments of the Deed of Trust by the Trustee or by the Beneficiary or any appointments of a Successor Trustee other than the appointment of DAVID W. CRISWELL, ESQ. as Successor Trustee as recorded in the property records of the county in which the Property described above is situated. Further, the undersigned certifies that no action has been instituted to recover the debt, or any part thereof, now remaining secured by the Deed of Trust. Or, if such action has been instituted, it has been dismissed except as permitted by ORS 86.752(7). The name and address of the Successor Trustee is as follows: David W. Criswell, Successor Trustee, Lane Powell PC, 601 SW Second Avenue, Suite 2100, Portland, OR 97204. The Deed of Trust is a "Residential Trust Deed", as defined in ORS 86.705(6). However, the Beneficiary has filed the necessary exemption affidavit with the Attorney General for the State of Oregon as required under ORS 86.726(1)(b) and has recorded a copy of the affidavit in the property records of the county in which the Property described above is situated as required under ORS 86.752(4)(b). In addition, the Beneficiary has complied with the provisions of ORS 86.748. The requirements of ORS 86.771(10) do not apply. DEFAULT BY PUBLIC NOTICES

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