

Public Notices

HOOD RIVER

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 Successor Trustee under the Trust Deed have elected to sell the property secured by the Trust Deed: DEED OF TRUST AND PROPERTY DESCRIPTION: 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 INTERSTATE 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 property (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 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 not a "Residential Trust Deed", as defined in ORS 86.705(6), thus the requirements of Chapter 304 [S.B. 558], Oregon Laws 2013, Chapter 112 [S.B. 1552], Section 4a, Oregon Laws 2012 and ORS 86.771(10) do not apply. 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. DEFALUT BY GRANTOR: There are continuing and uncured defaults by Richard H. Fox and Ellana M.

Fox, as tenants by the entirety, and Mt. Defiance Fruit Company, LLC, an Oregon limited liability company (collectively, the "Grantor"), (footnote: The Property was transferred by Richard H. Fox and Ellana M. Fox to Mt. Defiance Fruit Company, LLC, an Oregon limited liability company, by Statutory Bargain and Sale Deed dated January 3, 2014, and recorded on April 20, 2015, in the Official Records of Hood River County, Oregon, as Instrument No. 2015-01224.) under the Deed of Trust and the written documents for Loan No. 1041400, including the promissory note dated and effective as of March 6, 2013, as modified by a Change in Terms Agreement dated January 22, 2014 (together, the "Note"), made by Richard H. Fox and Ellana M. Fox, individually ("Borrower"), in favor of Lender, and acknowledged by Fox Family Ranches, LLC, an Oregon limited liability company ("Golden Mtn."), and Mt. Defiance Fruit Company, LLC, an Oregon limited liability company ("Mt. Defiance"), (Fox Family Ranches, Golden Mtn. and Mt. Defiance are each a guarantor of the obligations under the Note and are, collectively, the "Guarantor"). Based on the cross-default provisions in the governing loan documents, such uncured and continuing defaults include but are not necessarily limited to the following: 1. Default under the Loan Modification and Forbearance Agreement dated March 6, 2019, as modified by the First Amendment to Loan Modification and Forbearance Agreement dated March 31, 2020 (the "Modification Agreement"). All terms not described herein shall have the meanings ascribed to them in the Modification Agreement. The Borrower is in continuing default of its obligations under the Modification Agreement and the Loan Documents based on: (i) failure to close on a sale of the Fletcher Drive Property by June 5, 2020; (ii) failure to pay the remaining balance on the 2018 Carryover Note (Loan No. 8965003) due on the December 1, 2020 maturity date, which consists of accrued late fees in the amount of \$70,739.04 (the "2018 Carryover Note Payment Default"); and (iii) failure to pay the remaining balance due on the New 2019 LOC Note (Loan No. 690000592) due on the December 1, 2020 maturity date, which consists of accrued late fees in the amount of \$92,012.54 (the "New 2019 LOC Note Payment Default") (all of the foregoing, collectively, the "Existing Defaults"). 2. As a result of the Existing Defaults and the cross-default provisions in the Deed of Trust and the Loan Documents, the Beneficiary has declared multiple defaults and previously accelerated the indebtedness evidenced by the Note under Loan No. 1041400, the indebtedness evidenced by the promissory note under Loan No. 8965002 ("Term Note 1"), the indebtedness evidenced by the promissory note under Loan No. 1062400 ("Term Note 2"), the indebtedness evidenced by the promissory note under Loan No. 1057200 ("Term Note 3"), and the indebtedness evidenced by the promissory note under Loan No. 1041000 ("Term Note 4"). During the foregoing time period, Grantor

payments or non-default contract principal and interest payments from time to time which have been credited to the indebtedness evidenced by the Note. As of March 2, 2021, the total sum secured by the Deed of Trust, inclusive of all accelerated principal amounts, interest (including default interest at 18% per annum, 360 days/year, from January 28, 2021), and other charges is \$1,774,923.93. Default interest per diem is \$875.94. ALL AMOUNTS are now due and payable along with all costs and fees associated with this foreclosure. 4. Additional defaults include Grantor's: (i) failure to pay the 2019/20 real property taxes due to Hood River County in the amount of \$116.21, plus interest; (ii) failure to pay the 2020/21 real property taxes due to Hood River County in the amount of \$73.91, plus interest, on additional collateral that secures the Note; and (vi) failure to pay the 2020/21 real property taxes due to Hood River County in the amount of \$24,989.82, plus interest, on additional collateral that secures the Note; and (vii) failure to pay the 2020/21 real property taxes due to Lincoln County in the amount of \$12,302.69, plus interest, on additional collateral that secures the Note. TOTAL UNCURED MONETARY (PAYMENT) DEFAULT: By reason of said uncured and continuing defaults, the Beneficiary has accelerated 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 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 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): \$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 Jan-

uary 28, 2021): \$25,003.00. TOTAL CURE AMOUNT Loan No. 1057200: \$25,003.00. Loan No. 1041000 (Term Note 4) TOTAL CURE AMOUNT Loan No. 1041000: 0.00. Loan No. 690000592 (2019 LOC Note) Unpaid late fees and charges due as of March 2, 2021: \$92,012.54. TOTAL CURE AMOUNT Loan No. 690000592: \$92,012.54. Loan No. 8965003 (2018 Carryover 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 secured by the Deed of Trust and the sum which must be paid to stop the trustee's sale under the Deed of Trust is \$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 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 NOTICE 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 Courthouse, 309 State Street, Hood River, Oregon 97031. RIGHT OF REINSTATEMENT: 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 pur-

chasers 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 PC, 601 SW Second 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 River County; thence North 73° 10' East along the Northerly line of said Ada Odell 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 West along the South line of said County Road and its West-erly extension 491.5 feet to the West line of the Northeast quarter of the Southeast quarter of said Section 26; thence South 00° 07' 50" West, along the West line of the Northeast quarter of the Southeast quarter of said 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, being more particularly described as follows: 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, 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; thence East parallel with the South line of 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 Invitation to Bid City of Hood River PUBLIC STREET-LIGHT PAINTING 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 shall be clearly marked BID for "Public Streetlight Painting-Variou Locations" and shall show the date and time of bid closing. The person designated to receive offers at the above address is Mark Janek, Director of Public Works. In lieu of a public bid opening, all bidders will receive a tabulated list of all bids received. Questions regarding the project should be submitted via email to m.janek@cityof-hoodriver.gov. Statements made by Owner or Owner's representatives will not be binding upon the Owner unless confirmed by written Addendum. The deadline for questions is June 28, 2021 at 12:00 PM (noon). Bidders must comply with ORS 279.027 regarding submission of First-Tier Subcontractor Disclosure Form by the deadline indicated on the form. Disclosure forms are provided in the Bid Documents. The work to be done under this contract consists of scraping off any loose paint, sanding and cleaning streetlight poles and

streetlight bases, with the application of two (2) layers of Benjamin Moore Corotec High Performance Command high gloss paint on approximately 147 streetlights in various locations in the City. Cover concrete bases and sidewalk during painting and 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. Prequalification 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 charge. Make 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@cityof-hoodriver.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. The project is a public work subject to ORS 279C.800 to 279C.870. Contractor 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 USC § 276a. The Owner may reject any Bid not in compliance with prescribed public bidding procedures and requirements. The Owner may reject for good cause any or all bids upon a finding of the Owner that it is in the public interest to do so. The City of Hood River is an equal opportunity employer. ADA accommodations will be provided on request; phone (541) 387-5201. June 23, 30, 2021 #1705

A M E N D E D TRUSTEE'S NOTICE OF SALE Effective June 1, 2021, Oregon House Bill 2009 ("HB 2009") imposed a stay on residential foreclosures by continuing the moratorium imposed by Oregon House Bill 4204 ("HB 4204") retroactive to December 31, 2020, when HB 4204 previously expired. The Emergency Period under HB 2009 begins on December 31, 2020, and expires September 30, 2021. This amended notice modifies and amends that certain Trust U/T/A dated October 13, 2005, and Richard H. Fox and Ellana M. Fox, as tenants by the entirety (collectively, the "Grantor"), under the Deed of Trust and the written documents for Loan No. 8965002, including the promissory note dated and effective as of March 23, 2018, as modified by a Change in Terms Agreement dated June 20, 2018 (together, the "Note"), made by Richard H. Fox and Ellana M. Fox ("Borrower") in favor of Lender. Based on the cross-default provisions in the governing loan documents, such uncured and continuing defaults include but are not necessarily limited to the following: 1. Default under the Loan Modification and Forbearance Agreement dated March 6, 2019, as modified by the First Amendment to Loan Modification and Forbearance Agreement dated March 31, 2020 (the "Modification Agreement"). All terms not described herein shall have the meanings ascribed to them in the Modification Agreement. The Borrower is in continuing default of its obligations under the Modification Agreement and the Loan Documents based on: (i) failure to close on a sale of the Fletcher Drive Property by June 5, 2020; (ii) failure to pay the remaining balance on the 2018 Carryover Note (Loan No. 8965003) due on the December 1, 2020 maturity date, which consists of accrued late fees in the amount of \$70,739.04 (the "2018 Carryover Note Payment Default"); and (iii) failure to pay the remaining balance due on the New 2019 LOC Note (Loan No. 690000592) due on the December 1, 2020 maturity date, which consists of accrued late fees in the amount of \$92,012.54 (the "New 2019 LOC Note Payment Default") (all of the foregoing, collectively, the "Existing Defaults"). 2. As a result of the Existing Defaults and the cross-default provisions in the Deed of Trust and the Loan Documents, the Beneficiary has declared multiple defaults and previously accelerated the indebtedness evidenced by the Note under Loan No. 8965002 ("Term Note 1"), the indebtedness evidenced by the promissory note under Loan No. 1062400 ("Term Note 2"), the indebtedness evidenced by the promissory note under Loan No. 1041000 ("Term Note 4"), and the indebtedness evidenced by the promissory note under Loan No. 1041400 ("Stadelman Note"). 3. During the foregoing time period, Grantor

payments or non-default contract principal and interest payments from time to time which have been credited to the indebtedness evidenced by the Term 1 Note. As of March 2, 2021, the total sum secured by the Deed of Trust, inclusive of all accelerated principal amounts, interest (including default interest at 18% per annum, 360 days/year, from January 28, 2021), and other charges is \$2,193,830.41. Default interest per diem is \$1,028.42. ALL AMOUNTS are now due and payable along with all costs and fees associated with this foreclosure. 4. Additional defaults include Grantor's: (i) allowing an Oregon Department of Revenue

PUBLIC
NOTICES
continued