

Sudoku

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5							
	2	4	1		5		7
	3		8	7		5	
	9	2	4				3
		7			8		
	6				8	9	5
		3		1	2		8
	1		6		4	2	9
							6

Place numbers 1-9 so that each row, column and 3x3 square has each number only once. There is only one solution. Good Luck! Stumped? Visit www.sudokuplace.com for a puzzle solver.

UPON SERVICE OF THE SUMMONS AND PETITION UPON THE RESPONDENT. IT REMAINS IN EFFECT UNTIL A FINAL DECREE OR JUDGMENT IS ISSUED, UNTIL THE PETITION IS DISMISSED, OR UNTIL FURTHER ORDER OF THE COURT. **PETITIONER'S/RESPONDENT'S RIGHT TO REQUEST A HEARING** Either petitioner or respondent may request a hearing to apply for further temporary orders, or to modify or revoke one or more terms of the automatic mutual restraining order, by filing with the court the Request for Hearing form specified in Form 8.080.2 in the UTCR Appendix of Forms. Date of first publication: January 27, 2011.

LANE COUNTY CIRCUIT COURT Probate Department In the Matter of the Estate of GEORGIA I. HILL, Deceased (DOD 11/8/10). No. 50 11 00360 **NOTICE TO INTERESTED PERSONS** ALL PERSONS HAVING CLAIMS against the Estate of GEORGIA I. HILL, Deceased, Lane County Probate Case No. 50-11-00360, are required to present them, with vouchers attached, to the Personal Representative, appointed by the Lane County Circuit Court, at 1158 High Street, Suite 102, Eugene, Oregon, 97401, within four (4) months from January 27, 2011, the date of first publication, or such claims may be barred. Any person 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 attorney of the Personal Representative. **ROBERT G. UPWARD**, Personal Representative, c/o Lee J. Judy, Attorney. Phone: 541-687-4802.

NOTICE OF DEFAULT, ELECTION TO SELL, AND TRUSTEE'S NOTICE OF SALE The successor trustee under the terms of the trust deed described below, at the direction of the beneficiary, hereby elects to sell the property described in the trust deed to satisfy the obligations secured thereby, which the beneficiary has declared due. Pursuant to ORS 86.745, the following information is provided: **1. PARTIES: Grantors:** James A. McNie and Kimberly A. McNie; **Trustee:** Western Title and Escrow Company; **Successor Trustee:** Megan I. Livermore, Gaydos, Churnside & Balthrop, P.C., 440 East Broadway, Suite 300, Eugene, Oregon 97401; **Beneficiary:** Home Federal Bank, successor in interest to LibertyBank pursuant to an Assignment of Trust Deed dated November 15, 2010; recorded on November 18, 2010, as Instrument No. 2010-058730, in the official records of Lane County, Oregon. **2. DESCRIPTION OF PROPERTY:** 92386 River Road, Junction City, Oregon 97448, more specifically

described as follows: Beginning at the stone marking the Southwest corner of Lester Hulins Donation Land Claim No. 49, Township 16 South, Range 4 West of the Willamette Meridian; thence North 0° 37' 09" West 457.84 feet along or very near an existing property line fence to an iron pin set therein and marking the true point of beginning, thence, North 0° 37' 09" West 447.78 feet continuing along said fence line and the Northerly extension thereof to a point; thence South 89° 52' 09" East, 1905.04 feet to a point; thence; South 0° 07' 52" West, 369.51 feet to a point; thence South 89° 36' 15" East, 20.93 feet to a point; thence, North 89° 45' 31" East, 1041.53 feet to a point on the centerline of River Road; thence, South 17° 33' East, 62.85 feet along said centerline to a point (being referenced on the ground by an iron pin bearing South 89° 45' 31" West, 31.42 feet); thence, South 89° 45' 31" West, 1060.69 feet to a point marked by an iron pin; thence North 89° 36' 15" West, 1920.06 feet to the true point of beginning, in Lane County, Oregon. **3. RECORDING DATA:** Trust deed dated July 31, 2009; recorded on August 7, 2009, as Instrument No. 2009-045611, in the official records of Lane County, Oregon. **4. DEFAULT FOR WHICH FORECLOSURE IS MADE:** Beneficiary seeks to foreclose the trust deed for failure to pay the following sums: Installments of principal and interest which became due on June 1, 2010, and subsequent payments; together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns. **5. SUM OWING ON THE OBLIGATION SECURED BY THE TRUST DEED:** Beneficiary has declared all amounts to be immediately due and payable, including: (a) The principal sum of \$1,209,673.36; and (b) Interest accruing daily at \$231.99 as of November 16, 2010 in the amount of \$46,170.68; and (c) Late fees and foreclosure costs in the amount of \$5,870.20; and (d) Trustee's fees, attorney's fees, sums required for protection of the property, and additional sums secured by the Trust Deed. **6. ELECTION TO SELL:** The successor trustee hereby elects to sell the property to satisfy the obligations secured by the trust deed. This Notice of Default, Election to Sell and Trustee's Notice of Sale has been recorded in the official records of Lane County, Oregon, as 2010-058906, on November 19, 2010, as reflected on the copy of this document which has been entered in the records of Lane County for purposes of notice of default and election to sell. **7. DATE, TIME AND PLACE OF SALE:** **Tuesday, April 5, 2011, at 10:00 a.m.**

Pacific Time, as established by ORS 187.110; at the doorsteps of the **Lane County Courthouse, 125 E. 8th Avenue, Eugene, Oregon, 97401.** **8. SALE OF PROPERTY:** The successor trustee will sell at oral public auction to the highest bidder for cash, paid on the date of sale, the interest which the grantor had, or had power to convey at the time of execution of the trust deed, together with any interest of the grantor or successors in interest acquired after execution of the trust deed, to satisfy the sum owing on the obligation plus the expenses of sale and trustee and attorney fees. **9. REINSTATEMENT:** Pursuant to ORS 86.753, the grantor, the grantor's successor in interest to all or any part of the trust property, any beneficiary under a subordinate trust deed, or any person having any subordinate lien or encumbrance of record on the property may cure the default or defaults at any time prior to 5 days before the date set by the trustee for the trustee's sale. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of cure under the terms of the obligation, other than such portion as would not then be due had no default occurred. Any other default of the trust deed obligation that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, and in addition to paying the sums or tendering the performance necessary to cure the default, the person affecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation and trust deed, plus trustee and attorney fees as prescribed in ORS 86.753. Upon such payment, the proceedings shall be dismissed and the trust deed reinstated. **10. NOTICE TO TENANTS:** The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **Tuesday, April 5, 2011, at 10:00 a.m.** at the doorsteps of the Lane County Courthouse, 125 E. 8th Avenue, Eugene, Oregon 97401. 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 NOTICE IN WRITING A CERTAIN NUMBER OF DAYS BEFORE THE BUYER CAN REQUIRE YOU TO MOVE OUT. THE FEDERAL LAW THAT REQUIRES 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 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 "SUCCESSOR TRUSTEE." You must mail or deliver your proof not later than (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 you 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 YOU MADE OR PREPAID RENT YOU PAID 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 YOUR 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 and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice. Legal Aid Services of Oregon Lane County Office, 376 East 11th Avenue, Eugene, Oregon 97401. 1-541-342-6056. 1-800-422-5247. 1-541-341-1262 Fax. Oregon State Bar, Lawyers Referral Service: 1-503-684-3763/1-800-452-7636. PO Box 231935, Tigard, Oregon 97281-1935. In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and "beneficiary" include their respective successors in interest, if any. **DATED:** November 19, 2010. Megan I. Livermore, Successor Trustee, STATE OF OREGON County of Lane. This instrument was acknowledged before me on November 19, 2010, by Megan I. Livermore, Successor Trustee. Debra Dawn Ragsdale, Notary Public for Oregon. **THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.** Date of first publication: February 3, 2011. Date if last publication: February 24, 2011.

iASK A MEXICAN!

BY GUSTAVO ARELLANO



Dear Readers: Although many of you have loved and/or loathed my *columna* for years, the Mexican still finds new readers every week in the unlikelyst of spots (*hola*, Chattanooga! See you in August, *inshallah!*). As a result, I sometimes receive questions about the methodology of the column, questions all of us know the *respuestas* to but that bear refrying from time to *tiempo*. Without further ado ...

Dear Mexican: I've been watching you speak about your iAsk A Mexicani column. Now, you keep reiterating that this is supposed to be a joke. I have a question for you: It would be OK for a Caucasian to speak in an insulting yet joking manner about Mexicans, right? When my daughter comes up to me and asks me why some of the girls at her school call her a white bitch, what am I to say when adults continue to press the issue that this is acceptable AND funny? She is the only one in her class who looks like her, but that's a non-issue because she's white. If it were the other way around it would be a big deal—I know this because it was when I was a child. I do not believe you understand the damage you are creating by making it socially acceptable to speak the way you do.

— Tiger Mom

Dear Gabacha: I've never said my column is a pure joke — it's a satirical response to the bigotry Mexicans must endure in this country. A joke's only intent is to elicit a laugh. For instance, did you hear the one about the guy who left a banjo in the back of his truck, only to return and find the windows shattered — and two banjos? OK, so bluegrass-music humor isn't exactly Jerry Seinfeld territory, but there are no other ulterior motives behind the *chiste* other than an intra-group ridiculing of banjo players — no social commentary, no statement of facts, *nada*. Satire is humor laced with stinging facts and points to make specific commentaries attacking the status quo — think Twain, Swift, Colbert, Chapelle, and the mess that I make trying to copy them. And when have I ever said it's OK to make fun of *gabachos* for their race? I advocate logical, lyrical smackdowns of Know Nothings, who come in all colors — and if you don't believe me, try to figure out what Michelle Malkin's maiden name is.

Dear Mexican: I read your column regularly, thank you. I do however have what I think should be a simple request of you. My Spanish skills are confined to the street slang that I learned growing up in Los Angeles County during the 1970s and '80s — I'm not exactly what I would call proficient in polite company. Not surprisingly, you often use Spanish words and phrases in your column that are more appropriate for usage in the forum of public debate. I would appreciate it if at the end of each of your columns, you allot space to defining the Spanish words and phrases which appear in your articles. For most of us, the alternative will be to look it up on the internet — a translation done out-of-context. For instance, all this time I thought that I was a "gringo" but maybe I'm a "gabacho" instead — or too? Who knew? In any event, it would be nice to learn a little bit about the language at the same time, and in the same context, that we are learning about the Mexican culture through your column.

— Muchos Gracias (which means "Thank You")

Dear Gabacho: No, you're very much a gringo and a *gabacho*. I do love slipping in *español* words whenever possible, but I also make it a point to make easy-to-decipher choices. For instance, look at the Spanish words I've used so far. *Tiempo*? Use your *cabeza* — it's "time," as in the idiom "from time to time." *Cabeza*? Head, as in "use your head." Pretty *fácil*, right? In the rare cases I do use *palabras* that you can't easily understand, keep reading — I'll explain it sooner rather than *más tarde*.

GOOD MEXICAN OF THE WEEK: The Coalition of Immokalee Workers have done the Lord's work for the past decade organizing Mexican, Central American and Haitian tomato pickers in South Florida to ask fast-food giants to pay an iota more to double the salaries of its members. More information at www.ciw-online.org.

Ask the Mexican at themexican@askamexican.net, be his fan on Facebook, follow him on Twitter or ask him a video question at youtube.com/askamexicano/

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presented by Dale Rhodes

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