

# public notices

## NOTICE

### NOTICE OF DEFAULT AND ELECTION TO SELL REAL PROPERTY BY TRUSTEE

1. Grantor: Pedro Ramirez Gonzales  
Trustee: Terry DeSylvia, Esq., 1200 SW Main Str., Portland, Oregon 97205  
Beneficiary: Stratton Associates LLC Qualified Retirement Plan

2. Property Description: 1068 N 2nd Street, Woodburn, Oregon, legal description attached as Exhibit 'A'.

3. Trust Deed Recording: September 13, 2013, Marion County, Oregon, Reel 3543, Page 323, Instrument No: 2013 00042040 (the 'Trust Deed');

Appointment of Successor Trustee Recording: November 20, 2015, Marion County, Oregon, Reel 3761, Page 263 Instrument No: 2015 00049633

4. Default: The Trust Deed and the obligations secured by the Trust Deed are in default for: (a) failure to pay when due, principal and interest payments, late fees and attorney fees; and (b) failure to remove liens or encumbrances against the Property.

5. Balance Due Secured by Trust Deed: (1) The sum of \$106,352.44; (2) Interest from November 1, 2015, until paid at the rate of 18% per annum, on all amounts due; (3) Trustee fees, attorney fees, foreclosure costs, sums required for protection of the property and additional sums secured by the Trust Deed; and (4) Less amounts paid or credited prior to the sale.

6. Sale of Property: Because of the default, the Beneficiary and the Trustee have elected to foreclose the Trust Deed by advertisement and sale pursuant to ORS Chapter 86.

7. Sale Date, Time, Place: **The sale will be held at the hour of 10:30 a.m., on April 5, 2016, at the following place: front steps of the Marion County Courthouse at 100 High Street NE, Salem, Oregon.**

8. Right to Cure: Any person named in ORS 86.753 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 Trust Deed reinstated by doing all of the following: (1) Paying the Beneficiary the entire amount due; (2) Curing any other default complained of herein that is capable of being cured by tendering the performance required under the Note or Trust Deed; and (3) Paying all costs and expenses actually incurred in enforcing the Note and Trust Deed, together with Trustee and attorney fees.

**TENANT NOTICE**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for April 5, 2016. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

The following information applies to you only if you are a bona tenant occupying and renting 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 bona fide residential tenant.

If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out-date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

IF YOU ARE A BONA FIDE TENANT OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING, YOU HAVE THE RIGHT TO CONTINUE LIVING IN THIS PROPERTY AFTER THE FORECLOSURE SALE FORTH: REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR AT LEAST 90 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE.

If the new owner wants to

move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 90 days, even though you have a fixed term lease with more than 90 days left.

You must be provided with at least 90 days written notice after the foreclosure sale before you can be required to move.

A bona fide tenant is a residential tenant, who is not the borrower (property owner), or a child, spouse or parent of the borrower, and whose rental agreement: Is the result of an arms-length transaction; Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and was entered into prior to the date of the foreclosure sale.

**FORECLOSURE SALE: RENT**

**YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD OR UNTIL A COURT TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE.**

You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367 (Application of security deposit or prepaid rent after notice of foreclosure). 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.

The new owner that 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 after 90 days or at the end of your fixed term lease. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owners name and contact information. You should contact the new owner if you would like to stay. If the new owner 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 new owner becomes your new landlord and must maintain the property. Otherwise: you do not owe rent; the new owner is not your landlord and is not responsible for maintaining the property on your behalf; and you must move out by the date the new owner specifies in a notice to you.

The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 90 days or before your fixed term lease expires. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD 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 as follows:

Contact Information - Oregon State Bar: 16037 SW Upper Boones Ferry Road, Tigard, OR 97224 (503) 684-3763, or toll-free in Oregon at (800) 452-7636 or you may visit its website at: <http://www.osbar.org>

Contact Information - Marion County Legal Aid: 1655 State Street, Salem, OR 97301 (503) 581-5265, or toll-free

at (800) 359-1845 Or you may visit its website at: <http://www.lasoregon.org>

DATED: November 16, 2015

Terry DeSylvia, Trustee

Brownstein, Rask, et al.  
1200 SW Main Street  
Portland, OR 97025-2040  
(503) 412-6713

### EXHIBIT "A"

Real property in the county of Marion, State of Oregon, described as follows:

That parcel of land situate in THOMAS'S ADDITION, Woodburn, Oregon, which is more particularly described as follows:

The Northerly one-half of Lot 21 and the Southerly one-half of Lot 22, Block 1, THOMAS'S ADDITION, Woodburn, Southwest quarter, Southeast quarter, Section 7, Township 5 South, Range 1 West of the Willamette Meridian, Marion County, Oregon, as recorded in Book 2, Page 40, Marion County Book of Town Plats.

SAVE AND EXCEPT THEREFROM that portion conveyed to Paul Smith and Frances P. Smith, husband and wife, by Deed recorded August 7, 1979 in Reel 179, Page 248 and in Reel 179, Page 250, Film Records for Marion County, Oregon, as follows: Beginning at an iron rod which marks the most Southerly corner of Lot 22, Block 1, THOMAS'S ADDITION to Woodburn, Oregon, in Section 7, Township 5 South, Range 1 West of the Willamette Meridian in Marion County, Oregon; thence North 48° 45' West along the Southwesterly line of said Lot 15.30 feet to a point; thence North 41° 15' East parallel with the Southeasterly line of said Lot 22.60 feet to a point; thence South 48° 45' East parallel with the Northeasterly line of said Lot 15.30 feet to an iron rod on the Southeasterly line of said Lot; thence South 41° 15' West along the Southeasterly line of said Lot 22.60 feet to the point of beginning.

2/19, 2/26, 3/4, 3/11

**SUMMONS BY PUBLICATION**

IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR THE COUNTY OF MARION

Case No.: 15CV32206

SUMMONS BY PUBLICATION

REVERSE MORTGAGE FUNDING LLC Plaintiff,

vs.

THE UNKNOWN HEIRS AND DEVISEES OF JOAN KATHRYN MCCOOL; UNITED STATES OF AMERICA; STATE OF OREGON; MICHAEL MCCOOL; OCCUPANTS OF THE PROPERTY, Defendants.

**To:** The Unknown Heirs and Devisees of Joan Kathryn McCool

**You are hereby required to appear and defend the Complaint filed against you in the above entitled cause within thirty (30) days from the date of service of this summons upon you, and in case of your failure to do so, for want thereof, Plaintiff will apply to the court for the relief demanded in the Complaint.**

**NOTICE TO DEFENDANT: READ THESE PAPERS CAREFULLY!**

You must "appear" in this case or the other side will win automatically. To "appear" you must file with the court a legal paper called a "motion" or "answer." (or "reply") must be given to the court clerk or administrator within 30 days of the date of first publication specified herein along with the required filing fee. It must be in proper form and have proof of service on the plaintiff's attorney or, if the plaintiff does not have an attorney, proof of service on the plaintiff.

If you have questions, you should see an attorney immediately. If you need help in finding an attorney, you may call the Oregon State Bar's Lawyer Referral Service at (503) 684-3763 or toll-free in Oregon at (800) 452-7636.

**The relief sought in the Complaint is the foreclosure of the property located at 1065 Garnet Street NE, Salem, OR 97301.**

**Date of First Publication: February 19, 2016.**

McCarthy & Holthus, LLP  
s/ Amber Labrecque  
Amber Labrecque,  
OSB# 094593  
920 SW 3rd Ave, 1st Floor  
Portland, OR 97204  
Phone: (855) 809-3977  
Fax: (971) 201-3202  
E-mail:  
alabrecque@mccarthymholthus.com  
Of Attorneys for Plaintiff

2/19, 2/26, 3/4, 3/11

### PLAINTIFF'S SUMMONS

CIRCUIT COURT OF OREGON FOR MARION COUNTY  
NO. 15CV19866  
PLAINTIFF'S SUMMONS BY PUBLICATION

BAYVIEW LOAN SERVICING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, PLAINTIFF,

v.

TERRY L. CLINTON; PATRICIA MARIN; WELLS FARGO BANK, N.A.; HOUSEHOLD FINANCE CORPORATION II; QUICK COLLECT, INC.; AND PERSONS OR PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE PROPERTY DESCRIBED IN THE COMPLAINT HEREIN, DEFENDANTS.

TO: PATRICIA MARIN AND PERSONS OR PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE PROPERTY DESCRIBED IN THE COMPLAINT HEREIN, IN THE NAME OF THE STATE OF OREGON: You are hereby required to appear and defend against the allegations contained in the Complaint filed against you in the above entitled proceeding within thirty (30) days from the date of service of this Summons upon you. If you fail to appear and defend this matter within thirty (30) days from the date of publication specified herein along with the required filing fee, BAYVIEW LOAN SERVICING, LLC, A DELAWARE LIMITED LIABILITY COMPANY will apply to the Court for the relief demanded in the Complaint. The first date of publication is February 26, 2015.

**NOTICE TO DEFENDANT: READ THESE PAPERS CAREFULLY!**

You must "appear" in this case or the other side will win automatically. To "appear" you must file with the court a legal paper called a "motion" or "answer." The "motion" or "answer" must be given to the court clerk or administrator within thirty days along with the required filing fee. It must be in proper form and have proof of service on the plaintiff's attorney or, if the plaintiff does not have an attorney, proof of service on the plaintiff.

**IF YOU HAVE ANY QUESTIONS, YOU SHOULD SEE AN ATTORNEY IMMEDIATELY.** If you need help in finding an attorney, you may call the Oregon State Bar's Lawyer Referral Service at (503) 684-3763 or toll-free in Oregon at (800) 452-7636.

The object of the said action and the relief sought to be obtained therein is fully set forth in said complaint, and is briefly stated as follows:

Foreclosure of a Deed of Trust/Mortgage

Grantors: TERRY L. CLINTON and PATRICIA MARIN

Property address: 8341 Macleay Rd., Salem, OR 97301

Publication: Keizer Times

DATED this 21 day of January, 2016.

Brandon Smith, OSB #124584  
Email: bsmith@robinsontait.com  
Robinson Tait, P.S.  
Attorneys for Plaintiff  
Tel: (206) 676-9640  
Fax: (206) 676-9659

2/26, 3/4, 3/11, 3/18

### NOTICE OF SHERIFF'S SALE

**Self-Storage Auction  
Turner Road Storage  
4555 Turner Rd SE  
Salem, Oregon 97317  
Saturday, March 19th, 2016  
@ 10:00 am**

A13 McCowan, Ronald  
C16 Rendon, Josefina  
D74 Sasha Garibay  
Joaquin Gomez  
F27 Peschel, Angela  
F48 Perez, Gerardo  
103 Anderson, Christin

Sale Subject To Cancellation  
Turner Road Storage reserves the Right to refuse any and all bids.

3/4, 3/11

### TRUSTEE'S NOTICE OF SALE

#### TRUSTEE'S NOTICE OF SALE

REFERENCE is made to that certain trust deed made by **STEVEN L NOLLEY and SHARRON L NOLLEY, as tenants by the entirety, being the Grantor, and TICOR TITLE, being the Trustee, and ALAN G. HANSON, being successor Trustee, and MARION AND POLK SCHOOLS CREDIT UNION, being the beneficiary** under that certain trust deed dated the **9TH day of June 2011, and recorded on the 15th day of June 2011, in Book 3292, at Page 122 in the Microfilm Records of Marion County, Oregon,** covering the following described real property situated in the above-mentioned county and state, to-wit:

*The South 1/2 of Lot 2, Block 7, SUPPLEMENTAL PLAT OF OLSON & REEVE KEIZER TRACTS, in the City of Keizer, County of Marion, and State of Oregon.*

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.735(3); the default for which foreclosure is made is grantor's failure to pay when due the following sums:

Monthly payments in the amount of **\$1,099.53** from **June 1, 2015** to present; together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns; plus real property taxes (if any), together with any penalties, delinquent interest and late charges thereon.

By reason of the default, the beneficiary has declared all sums owing on the obligation secured by the trust deed immediately due and payable, those sums being the following, to-wit:

Principal balance of **\$141,668.58** plus interest at a rate of **6.00** percent per annum from **June 1, 2015** until paid; together with property taxes, title expense, costs, trustee's fees and attorneys fees incurred herein by reason of said default; and any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein.

**WHEREFORE,** notice hereby is given that the undersigned trustee will at the hour of **10:00 o'clock A.M.,** in accord with the standard of time established by ORS 187.110, on **April 12, 2016,** at the following place: On the steps of the **Front Entrance of the Marion County Courthouse, 100 High St NE, Salem, Marion County, 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 the power to convey, at the time

of the execution by grantor of the trust deed, together with any interest the grantor or grantor's successor in interest acquired after the execution of the trust deed, to satisfy the obligations secured by the trust deed and the expenses of the sale, including the compensations of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by 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) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or trust deed, and in addition to paying the sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney's fees not exceeding the amounts provided by ORS 86.753.

In construing this notice, 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 the trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

DATED this the 30th day of November 2015.

Alan G. Hanson;  
Successor Trustee

2/19, 2/26, 3/4, 3/11

### NOTICE OF SHERIFF'S SALE

On 25th day of March, 2016, at 10:00 AM, at the main entrance of the Marion Co. Courthouse, in Salem, OR, I will sell the following real property: 1550 Roosevelt St NE, Salem, in the case of DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF IMPAC SECURED ASSETS CORP., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-4, Plaintiff, vs. KATHERINE COE, STATE OF OREGON, DEPARTMENT OF REVENUE, PERSONS OR PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE PROPERTY DESCRIBED IN THE COMPLAINT HEREIN, Defendant(s). For more information go to <http://oregonsheriffssales.org>

2/26, 3/4, 3/11, 3/18

### NOTICE OF SHERIFF'S SALE

On 25th day of March, 2016, at 10:00 AM, at the main entrance of the Marion Co. Courthouse, in Salem, OR, I will sell the following real property: 1135 Swallow Drive NE, Salem, in the case of WELLS FARGO BANK, N.A., Plaintiff, vs. KIM ANDERSEN, KAREN ANDERSEN, GREEN TREE SERVICING, LLC, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ALL OTHER PERSONS OR PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE REAL PROPERTY COMMONLY KNOWN AS 1135 SWALLOW DRIVE NE, SALEM, OR 97301, Defendant(s). For more information go to <http://oregonsheriffssales.org>

2/26, 3/4, 3/11, 3/18

# puzzle answers

P	I	L	A	R	A	P	A	R	A	L	U	M		
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