

101 Legal Notices

101 Legal Notices

AB7373

NOTICE OF DEFAULT AND ELECTION TO SELL
REAL PROPERTY BY TRUSTEE

- Grantor: 212 Management & Consulting, LLC
Trustee: Terry DeSylvia, Esq., 1200 SW Main St., Portland, Oregon 97205
Beneficiary: Irwin Leisgeb Marital Trust and Titilant Funding Group, Inc.
- Property Description: 2410 Ocean Vista Drive, Seaside, Oregon, legal description attached Exhibit "A".
- Trust Deed Recording: July 13, 2017, Clatsop County, Oregon, Fee No: 201705659 (the "Trust Deed").
- Default: The Trust Deed and the obligations secured by the Trust Deed are in default for failure to pay when due, real property taxes, principal and interest payments, late fees and attorney fees.
- Balance Due Secured by Trust Deed: (1) The sum of \$1,021,545.66; (2) Interest from January 24, 2019, until paid at the rate of 1.5% per month, compounded monthly, 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.
- Sale of Property: Because of the default, the Beneficiary and Trustee have elected to foreclose the Trust Deed by advertisement and sale pursuant to ORS Chapter 86.
- Sale Date, Time, Place: The sale will be held at the hour of 10:30 a.m., on September 3, 2019, at the following place: front steps of the Clatsop County Courthouse at 749 Commercial Street, #6, Astoria, Oregon.
- 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.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for September 3, 2019. 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.

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The following information applies to you only if you are a bona fide 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.

PROTECTION FROM EVICTION

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 FOR:

- 60 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A FIXED TERM LEASE; OR
- AT LEAST 30 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A MONTH-TO-MONTH OR WEEK-TO-WEEK RENTAL AGREEMENT.

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 30 days, even though you have a fixed term lease with more than 30 days left.

You must be provided with at least 30 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 arm's-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.

ABOUT YOUR TENANCY BETWEEN NOW AND THE 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.

SECURITY DEPOSIT

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. 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 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 30 or 60 days. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's 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 30 or 60 days. 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 and how to make an appointment is included with this notice.

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 - Oregon Legal Counsel Hillsboro Regional Office:
230 NE Second Avenue, Ste. F
Hillsboro, OR 97124
(503) 640-4115 or (877)-296-4076
Or you may visit its website at: <http://www.oregonlawcenter.org/how-to-get-help/olc-offices/hillsboro/>

DATED: April 15, 2019

Terry DeSylvia, Trustee
Brownstein, Rask, et al.
1200 SW Main Street
Portland, Oregon 97205-2040
(503) 412-6713

STATE OF OREGON
County of MultnomahOn this 15th day of April 2019, Terry DeSylvia acknowledged the foregoing to be his voluntary act and deed.

NOTARY PUBLIC FOR OREGON

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EXHIBIT "A"

Lots 1 and 2, Block 12, FIRST ADDITION TO OCEAN VISTA, in the City of Seaside, County of Clatsop, State of Oregon.

AND: Beginning at the Northwest corner of Lot 1, Block 12, First Addition to Ocean Vista, which point is South 28' 08" West a distance of 10 feet from the Southwest corner of Ocean Vista; thence North 61' 52" West a distance of 30.5 feet, more or less, to an intersection with the United States Meander line; thence South 19' 09" West along said Meander line a distance of 101.2 feet to a point, which point would coincide with the Westerly extension of the Southerly line of Lot 2, Block 12, First Addition to Ocean Vista, to said Meander line; thence South 51' 52" East a distance of 14.5 feet, more or less, to the Southwest corner of said Lot 2; thence North 28' 08" East a distance of 100 feet to the point of beginning, all being situated in the City of Seaside, County of Clatsop, State of Oregon.

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Published: July 16th, 23rd, 30th, and August 6th, 2019

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651 Help Wanted

LASER PRINT & COPY

NOW HIRING PERMANENT FULL-TIME. ASTORIA CUSTOMER SERVICE/ PRODUCTION ASSISTANT Mon. -Fri., 40 hours. Assist customers with self-serve copiers & computers, write print orders, operate copiers and bindery equipment. Minimum 6 months customer service experience. Graphic design skills with a creative eye helpful. Paid holiday policy. Apply at: 818 Commercial St. #105 503-325-1185 For Info. Call 503-738-4102

652 Work Wanted

BETTER THAN NEW CONSTRUCTION LLC ccb#218513 Looking for painting/siding/ carpentry/general construction work. Call 503-298-1456 for quick, free, low rate quote.

814 Jewelry

Buying Gold, Silver, Estate Jewelry, Coins, Diamonds, Old-Watches. Downtown Astoria 332 12th St Jonathon's, LTD. (503)325-7600

828 Misc for Sale

Sauna infrared with light therapy Like new paid 4500. For Sale: \$2500. Call after 5pm 503 791 9960

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AB7375

Astoria Mini Storage is having a silent auction on July 29th through the 31st. You can submit your silent bid at our location during business hours. You will be allowed to see the unit before making a bid. For further information, please contact us at 503 325 5027. AMS is located at 549 Hamburg Ave, Astoria OR, 97103. **Published: July 16th, 18th, 23rd, and 25th, 2019.**

AB7389

In the Court of the State of Oregon for the County of Clatsop In the Matter of the Estate of James Olson, Deceased.

Case No. 19PB05020
NOTICE TO INTERESTED PERSONS

Notice is hereby given that Kathy Peterson has been appointed personal representative of the above entitled estate. All persons having claims against the estate are required to present them to the personal representative at: PO BOX 2528, Ocean Shores, WA 98569, within four (4) months after the date of first publication of this notice, as stated below, or such claims may be barred. All persons whose right 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 for the personal representative. Dated and first published July 23rd.

Kathy Peterson, Personal Representative PO BOX 2528, Ocean Shores, WA 98569, Attorney for Personal Representative: Kelly M. Stearns, Attorney at Law, OSB 086717 1139 Exchange St. Astoria, OR 97103 503-468-0160 **Published: July 23rd, 30th, and August 1st, 2019.**

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CALL FOR BIDS - PUBLIC WORKS IMPROVEMENT

Sealed bids will be received up to the hour of **2:00 PM**, local time, on **August 1, 2019** by Jeff Harrington, Public Works Director, at his office, third floor, City Hall, 1095 Duane, Astoria, Oregon 97103, for the following work:

Bridgeview Court Utility Repair Project

PROJECT DESCRIPTION

The intent of this contract is to repair existing utilities that were impacted by the 2005 Bridgeview Court Landslide and construct drainage improvements for collection and conveyance of surface and groundwater to the stormwater system. The following is a summary of the major elements of Work that are to be provided by the Contractor.

- Replacement of sanitary sewer pipe
- Replacement of storm sewer pipe
- Construction of subsurface drainage improvements

Project Substantial Completion shall be 30 days from Notice to Proceed and Project Final Completion shall be 45 days from Notice to Proceed.

A **VOLUNTARY** pre-bid meeting will be held on **July 25, 2019**, at 10:00 AM, local time, in the Astoria Walldorf Conference Room, 2nd Floor, City Hall, 1095 Duane Street, Astoria, Oregon, 97103. **A project site tour will follow the pre-bid meeting.**

Any bids received after the above specified time will not be considered. The carrier, including the United States Postal Service, is considered an agent of the bidder.

Solicitation Documents may be reviewed and/or obtained from the City Engineer's Office, Astoria City Hall, 1095 Duane Street, Astoria, Oregon, 503-338-5173. A non-refundable fee of \$50.00 will be charged for a paper copy of these documents.

Questions regarding the project during the bid period shall be submitted to John Edwards, City of Astoria via phone at 503-338-5173 or email at jedwards@astoria.or.us.

Bids will be publicly opened and read by the Public Works Director at **2:00 PM**, local time on **August 1, 2019** in the Astoria Walldorf Conference Room. **All bids must be accompanied by a certified check, a cashier's check or bid bond in an amount equal to at least 5% of the total bid.**

If the total bid exceeds \$50,000.00 the contract will be subject to Prevailing Wage Statute ORS 279C.800 to 279C.870. The contract is NOT subject to federal prevailing wage rates under the Davis-Bacon Act (40 U.S.C. 3141 et seq).

Prequalification of bidders is required. Forms may be obtained from the Engineering Division Office, 1095 Duane Street, Astoria, OR 97103, (503) 338-5173. Prequalification applications must be received at the above location no less than seven (7) calendar days prior to bid opening. Required minimum prequalification class(es) of work for the Contractor (or Contractor in combination with proposed subcontractor(s)) for this contract are:

- Sanitary Sewers
- Storm Drains

Prior to submission of its bid, bidder shall be registered with the Oregon Construction Contractor's Board as required by ORS 701.055, and thereafter comply with the requirements of ORS 701.035 to 701.055.

Bidders shall be qualified in accordance with the applicable parts of ORS 279C in order to submit a bid for public works in Oregon.

By: Jeff Harrington, Public Works Director
City of Astoria, Oregon
Published: July 18 and 23, 2019.

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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 that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement dated November 2, 2015, and recorded November 3, 2015, as Instrument No. Instrument No. 201509041, in the Official Records of Clatsop County, Oregon wherein SHILO INN, WARRENTON, LLC, an Oregon limited liability company, is the Grantor, TICOR TITLE COMPANY is the original Trustee, and NATIXIS REAL ESTATE CAPITAL LLC, a Delaware limited liability company, is the original Beneficiary, as assigned to WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF WELLS FARGO COMMERCIAL MORTGAGE TRUST 2016-NXS5, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2016-NXS5, by that certain Assignment of Deed of Trust, Assignment of Leases and Rents and Security Agreement dated effective as of February 26, 2016, and recorded March 11, 2016, as Instrument No. 201601838, in the Official Records of Clatsop County, State of Oregon, as assigned to the Beneficiary, RSS WFCM2016NXS5-OR SIW, LLC, an Oregon limited liability company, by that certain Assignment of Deed of Trust, Assignment of Leases and Rents and Security Agreement dated effective as of February 28, 2019, and recorded March 7, 2019, as Instrument No. 201901414 in the Official Records of Clatsop County, State of Oregon (the "Deed of Trust"). The aforementioned Deed of Trust covers property (the "Property") described as: Beginning at the Northwest corner of Block 2, MERIWETHER DOWNS ADDITION TO ASTORIA, in the County of Clatsop, State of Oregon; thence East along the North boundary of said Block 2 a distance of 193 feet; thence South and parallel with the West boundary of said Block 2 a distance of 260.14 feet to the South boundary of said Block 2; thence West 193 feet to the Southwest corner of said Block 2; thence North 260.14 feet to the point of beginning. TOGETHER WITH a non-exclusive easement for ingress and egress over Grantors' remaining property consisting of the remainder of Block 2, Meriwether Downs Addition to Astoria, Blocks 1 through 18, County of Clatsop, State of Oregon. ALSO TOGETHER WITH a perpetual non-exclusive easement for parking described as follows: Beginning at a point on the North boundary of Block 2, Meriwether Downs Addition to Astoria, Blocks 1 through 18, County of Clatsop, State of Oregon; said point of beginning bears East 193 feet from the Northwest corner of said Block 2; thence South and parallel with the West boundary of said Block 2 a distance of 260.14 feet to the South boundary of Block 2; thence East along said South boundary 100 feet; thence North 147 feet; thence West 36 feet; thence North 113.14 feet to the North boundary of said Block 2; thence West along said North boundary 64 feet to the point of beginning. ALSO TOGETHER WITH the benefits of that agreement captioned Reciprocal Easement and Agreement dated November 9, 1988 between A. J. Gerard, Kirk A. Fausett, Linda Fausett, James Whitney, and Elsie M. Whitney, recorded November 27, 1989 in Book 728, page 67, Clatsop County Records. 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 are 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. DEFAULT BY GRANTOR: There are continuing and uncured defaults by Shilo Inn, Warrenton, LLC (the "Grantor") that, based on the provisions of the Deed of Trust and the loan documents executed in favor of RSS WFCM2016NXS5-OR SIW, LLC, an Oregon limited liability company ("Beneficiary"), for Loan No. 30-5550048, including the promissory note dated and effective as of November 2, 2015 ("Note"), authorize the foreclosure of the Deed of Trust and the sale of the Property described above, which uncured and continuing defaults include but are not necessarily limited to the following: 1. Grantor's failure to pay to Beneficiary, when and in the full amounts due, monthly installments as set forth on the Note secured by said Deed of Trust. Monthly installments in the amount of \$30,102.30 include principal and interest. The Grantor failed to make payments on this loan due on September 5, 2018 and for each month thereafter through and including March 4, 2019. Late charges, property protection advances and other charges through February 26, 2019, total \$30,781.18. Interest due as of (i.e., through and including) March 4, 2019, is in the amount of \$269,954.67 (including Note interest from August 5, 2018 through March 4, 2019 of \$157,589.14 and default interest from September 5, 2018 through March 4, 2019, at 5.0% per annum compounded monthly, of \$112,365.53). Note interest per diem is \$743.345 and default interest per diem is \$627.5008. ALL AMOUNTS are now due and payable along with all costs and fees associated with this foreclosure. 2. Additional defaults include Grantor's: (i) late payment and failure to pay transient room taxes due to the City of Warrenton for July 2018 to January 2019 in the amount of \$86,902.47 (with late payment penalties and interest the amount now due is \$134,132.47); (ii) allowing City of Warrenton liens for unpaid utilities to attach to the property in the amounts of \$460.58 and \$3,559.45; and (iii) allowing an Oregon Department of Revenue lien for unpaid 2017 state lodging taxes to attach to the property in the amount of \$14,121.74. 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. The sums due and payable being the following: Unpaid principal amount due and owing under the Note as of March 4, 2019/ \$4,423,209.90; Unpaid Interest Rate interest owing under the Note as of March 4, 2019/ \$157,589.14; Unpaid Default Rate interest owing under the Note as of March 4, 2019/ \$112,365.53; Late charges and property protection advance to February 26, 2019/ \$30,781.18; Special Servicing Fees/ \$1,083.33; Liquidation Fees/ \$55,185.57; Payoff processing fee/ \$1,500.00; Subtotal \$4,791,714.65; Less: escrowed reserves and suspense balance held at Wells Fargo \$151,809.57; TOTAL DUE: \$4,639,905.08. Accordingly, the sum owing on the obligation secured by the Deed of Trust is \$4,639,905.08 as of March 4, 2019, together with interest accruing on the principal portion of that amount, 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 11:00 a.m., in accordance with the standard of time established by ORS 187.110, on September 11, 2019, on the front steps of the main entrance to the Clatsop County Courthouse, at 743 Commercial Street, Astoria, OR 97103. 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 satisfied 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: April 17, 2019. 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. **Published: July, 16th, 23rd, 30th, and August 6th, 2019.**

AB7318

TRUSTEE'S NOTICE OF SALE TS No.: 081988-OR Loan No.: *****231F Reference is made to that certain trust deed (the "Deed of Trust") executed by ROSA M URTIZ GONZALEZ AND JOSE G MENDEZ MORALES, HUSBAND AND WIFE AND BRENDA ISAUARA ROUTH AND JOEL BENNETT ROUTH, WIFE AND HUSBAND, as Grantor, to CLEAR RECON CORP, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS DESIGNATED NOMINEE FOR GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION, BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND ASSIGNS, as Beneficiary, dated 5/3/2018, recorded 5/4/2018, as Instrument No. 201803400, in the Official Records of Clatsop County, Oregon, which covers the following described real property situated in Clatsop County, Oregon: LOT 18, ALLEN PARK, IN THE CITY OF SEASIDE, RECORDED FEBRUARY 25, 1981 IN BOOK 12 OF PLATS, PAGE 36, CLATSOP COUNTY, OREGON. APN: 13399 // 61022CA00300 Commonly known as: 1139 A AND B S WAHANNA RD SEASIDE, OR 97138 The current beneficiary is: GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION Both the beneficiary and the trustee have elected to sell the above-described real property to satisfy the obligations secured by the Deed of Trust and notice has been recorded pursuant to ORS 86.752(3). The default for which the foreclosure is made is the grantor's failure to pay when due, the following sums:

Delinquent Payments:

Dates:	No.	Amount	Total:
01/01/19 thru 05/01/19	5	\$2,028.16	\$10,140.80
			\$297.85
			\$0.00
			\$10,438.65
			TOTAL REQUIRED TO PAYOFF: \$295,292.78

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$287,015.62 together with interest thereon at the rate of 4.625% per annum, from 12/1/2018 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP, whose address is 111 SW Columbia Street #950, Portland, OR 97201, will on 10/11/2019, at the hour of 11:00 AM, standard time, as established by ORS 187.110, At the front entrance to the Courthouse, 749 Commercial Street, Astoria, OR 97103, sell at public auction to the highest bidder in the form of cash equivalent (certified funds or cashier's check) the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale. Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the 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. In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by the Deed of Trust, the words "trustee" and "beneficiary" include their respective successors in interest, if any. Dated: 5/29/2019 CLEAR RECON CORP 111 SW Columbia Street #950 Portland, OR 97201 Phone: 858-750-7600 866-931-0036 Shella Domilos, Authorized Signatory of Trustee **Published: July 9, 16, 23, and 30, 2019.**