

**651 Help Wanted**

Full-Time Employment  
Neahkahnie Water  
District recruiting for General  
Manager. See nknwd.org for  
details. Neahkahnie Beach,  
OR. (503)368-7309  
nwdmanager@nehalemel.  
net



The Pacific County Public  
Health & Human Services  
Department is currently hiring  
for an

**Accounting and  
HR Manager**

to provide management and  
oversight of all fiscal and  
human resources functions  
within the department.

Our ideal candidate will have  
10 or more years of responsi-  
ble accounting and/or HR ex-  
perience – or the equivalent  
combination of education and  
experience – with at least two  
years in a management level  
position.

To apply, please email re-  
sume, cover letter, and coun-  
ty application to Katie Lind-  
strom at: [kojen@co.pacific.wa.us](mailto:kojen@co.pacific.wa.us) This is a full-time man-  
agement position; the salary  
range is \$4,792 – \$6,096 per  
month plus benefits.

The position will remain open  
until filled with priority consid-  
eration given to applications  
received by February 19th .

Full job description and coun-  
ty application can be found  
at [www.co.pacific.wa.us/employment](http://www.co.pacific.wa.us/employment)

**652 Work Wanted**

**Do you need to  
reclaim your view?  
Call for fast  
and friendly service**

**BRUSHING,  
MOWING,  
EXCAVATOR &  
TRACTOR WORK**

Property Maintenance  
Brushing Blackberries  
Lot Cleanup  
Mini Excavator Work  
Tractor Work  
Driveways Grading  
Tree Removal  
Landscaping Work  
Brush Piling and Burning

**Michael Ross  
Licenced & Bonded  
Contractor ID  
MCRENE\*812MU  
(360)751-3135**

DUST off the old pool table and  
sell it with a classified ad.

**101 Legal Notices**

**101 Legal Notices**

**AB8079  
CITY OF ASTORIA  
NOTICE OF PUBLIC HEARING**

Due to the COVID-19 Pandemic, public hearings will be conducted in the City Council Chambers with a limited seating arrangement. Masks are required. To adhere to the social distancing recommendation, you may also participate in the public hearing remotely. Go to [https://www.astoria.or.us/LIVE\\_STREAM.aspx](https://www.astoria.or.us/LIVE_STREAM.aspx) for connection options and instructions. You may also use a telephone to listen in and provide public testimony. At the start of the meeting, call (253) 215-8782 and when prompted enter meeting ID# 503 325 5821.

The City of Astoria Planning Commission will hold a public hearing on Tuesday, February 23, 2021 at 5:30pm in the Astoria City Hall, Council Chambers, 1095 Duane Street, Astoria. The purpose of the hearing is to consider the following request:

1. Variance Request (V21-01) by Rickenbach Construction, on behalf of Buoy Beer Company, to reduce the 10 foot setback to 0 feet at 57 9th Street (Map T8N R9W Section 08CB, Tax Lot 00600, Lots 1-5, Block 8, McClures) in the Urban Core Overlay and C-4 Zones. Development Code Standards 2.425-2.445, 14.175-14.195, Article 12 and Article 9, and Comprehensive Plan Sections CP.010-CP.028, CP.050-CP.055, and CP.190-195 are applicable to the request.

For information, contact the Community Development Department by writing to: 1095 Duane St., Astoria OR 97103, by email: [comdevadmin@astoria.or.us](mailto:comdevadmin@astoria.or.us) or by phone: (503) 338-5183. The location of the hearing is accessible to the handicapped. An interpreter for the hearing impaired may be requested under the terms of ORS 192.630 by contacting the Community Development Department 48 hours prior to the meeting at (503) 338-5183. The Astoria Planning Commission reserves the right to modify the proposal or to continue the hearing to another date and time. If the hearing is continued, no further public notice will be provided.

THE CITY OF ASTORIA  
Tiffany Taylor, Administrative Assistant  
**PUBLISHED: February 13, 2021.**



The most **valuable** and **respected**  
source of **local news**, advertising  
and information for our  
communities.

[www.eomediagroup.com](http://www.eomediagroup.com)

**GARAGE SALES**  
[www.dailyastorian.com](http://www.dailyastorian.com)

Astoria	360 Garage Sales
<p><b>Basement Sale</b> So Many Unusual Treasures! <b>February 12-15, 9am-3pm</b> Bath stuff, books, cassettes, car stuff, records, CDs, clothes, dishes, health/ beauty, hats, luggage, kitchen, shoes, picture/frame, toys, T.V.s, yard stuff, office supply and more! 1156 Duane St, Astoria, OR. (503) 717-2052</p>	<p>Huge Garage Sale February 11th, 12th, &amp; 13th 9am-4pm Lots of great items, household items, clothing, and much more. Masks required. 88786 Dellmar Loop, Warrenton</p>
<p><b>FIND IT, TELL IT, SELL IT!</b> Classified ads! 503-325-3211</p>	

**101 Legal Notices**

**101 Legal Notices**

**101 Legal Notices**

**AB8072  
AMENDED TRUSTEE'S NOTICE OF SALE**

**This amended notice is being issued pursuant to ORS 86.782(12), after the expiration of the stay imposed by Oregon House Bill 4204 ("HB 4204"), which became effective June 30, 2020, and expired on December 31, 2020.** This amended notice modifies and amends that certain Trustee's Notice of Sale dated April 8, 2020. 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. Together with all buildings, structures, fixtures and other improvements now or hereafter located thereon (the "Improvements"), all Additional Collateral described in Exhibit A 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 are as follows: David W. Criswell, 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 the full amount of required principal and interest payments under the Note due on September 5, 2018, and for each month thereafter through and including March 5, 2020. During the foregoing time period, Grantor made partial monthly payments or non-default contract principal and interest payments from time to time which have been credited to the indebtedness evidenced by the Note. Late charges, property protection advances, special servicing fees, workout fees, taxes, reserves, insurance and other charges through March 5, 2020, total \$447,073.82. Default Interest from September 5, 2018, due as of (i.e., through and including) February 28, 2020, is in the amount of \$330,448.66. Default interest per diem is \$670.42. In addition to the foregoing, Grantor also failed to make the monthly installment payment under the Note due January 5, 2021. 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) (pending court action filed by the City of Warrenton against Grantor in the Clatsop County Circuit Court Case No. 19CV11278); (ii) allowing City of Warrenton lien for unpaid utilities to attach to the Property in the amounts of \$8,458.60; and (iii) failure to pay the Clatsop County 2020/2021 property taxes when due in the total amount of \$35,219.03. 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 (exclusive of the Emergency Period Amounts as defined below) being the following: Unpaid principal and interest due and owing under the Note as of March 5, 2020: \$240,818.40. Unpaid Default Rate interest owing under the Note as of March 5, 2020: \$330,448.66. Late Fees: \$63,033.99. Property Protection Advances including attorneys' fees and costs paid through January 31, 2020, costs of foreclosure, consultants and inspection fees: \$56,868.80. Taxes, Reserves, Insurance, Deposits: \$194,171.04. Special Servicing Fees: \$70,583.33. Workout Fees: \$55,331.31. Payoff Fee: 3,350.00. Interest on Advances: \$3,735.35. Subtotal: \$1,018,340.88. Unpaid principal and interest payable on March 5, 2020, due and owing under the Note for March 1, 2020 to March 31, 2020: \$30,102.30. Unpaid principal and interest payable January 5, 2021, due and owing under the Note for January 1, 2021 to January 31, 2021: \$30,102.30. Unpaid Default Rate interest owing under the Note for or January 1, 2021 to January 31, 2021: \$20,167.97. Special Servicing Fee – January 2021: \$3,500.00. Workout Fee – January 2021: \$301.02. **TOTAL DUE: \$1,102,514.47.** Accordingly, the amount necessary to effect a statutory cure of the Deed of Trust under ORS 86.778, is \$1,102,514.47 as of January 31, 2021, 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). In addition, Grantor failed to make and is responsible for all missed payments and amounts accruing under the Note and the governing loan documents from March 8, 2020, to December 31, 2021 (the "Emergency Period") established by HB 4204 (the "Emergency Period Amounts"). These Emergency Period Amounts are not included in the above total which details the amount necessary to cure the defaults and cause the discontinuance of the trustee's sale in accordance with ORS 86.778. To the extent that HB 4204 is not invalidated or ruled unenforceable in whole or in part by a court of competent jurisdiction the following Emergency Period Amounts shall be due at the scheduled or anticipated date on which full performance of the obligation is due: Unpaid principal and interest due and owing under the Note from April 5, 2020 to December 31, 2020: \$240,818.40. Unpaid Default Rate interest owing under the Note from March 5, 2020 to December 31, 2020: \$204,791.46 (For ease of reporting, March default interest accruing from March 1, 2020 through March 7, 2020, has been included in the deferred Emergency Period Amounts.) Late Fees: \$26,686.87. Property Protection Advances including attorneys' fees and costs paid from March 8, 2020 through December 31, 2020, costs of foreclosure, consultants and inspection fees: \$26,552.85. Taxes, Reserves, Insurance, Deposits: \$77,817.42. Special Servicing Fees: \$31,500.00 (For ease of reporting, March special servicing fees accruing from March 1, 2020 through March 7, 2020, have been included in the deferred Emergency Period Amounts.) Interest on Advances: \$9,060.63. **TOTAL EMERGENCY PERIOD AMOUNTS DEFERRED PER HB 4204: \$617,227.63.** 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 Friday, March 26, 2021, 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 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. Please note that the cure amounts under ORS 86.778 do not include the Emergency Period Amounts. 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: January 27, 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](mailto:CriswellD@LanePowell.com). **EXHIBIT A Additional Collateral** The Collateral located on the Property as detailed in UCC Financing Statement filed November 3, 2015, with the Oregon Secretary of State, File No. 90626543 (the "UCC1"), more particularly described as follows: (a) All machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory, materials, supplies and other articles of personal property and accessions thereof, renewals and replacements thereof and substitutions thereof, and other property of every kind and nature, tangible or intangible, owned by Grantor, or in which Grantor has or shall have an interest, now or hereafter located upon 1609 E. Harbor Drive, Warrenton, OR 97146, the "Premises" or the "Improvements", or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the "Equipment"), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Grantor in and to any of the Equipment that may be subject to any "security interest" as defined in the Uniform Commercial Code, as in effect in the Oregon (the "UCC"); (b) All accounts (including reserve accounts), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, contract rights (including any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Property) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "Intangibles"); (c) All other personal property described in the UCC1; and (d) All proceeds, products, offspring, rents and profits from any of the foregoing, including those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing (together, the "Collateral"). **Published: February 6, 13, 2021.**



Dear Facebook  
advertisers:

Worried about your ads appearing next to  
**disinformation,  
misinformation  
or hate speech?**

**Our journalism is written and  
edited by professionals. We take  
responsibility for what we do.**

**Our audiences  
continue to grow.  
The public wants and  
needs quality news  
and information more  
than ever.**

**LET'S TALK.**

#SupportRealNews  
[www.newsmediaalliance.org](http://www.newsmediaalliance.org)

**the Astorian**  
To advertise, call **1.800.781.3214**

Save your handy pull-out **SCREEN** time guide  
for this week's viewing schedules!

**the Astorian**

