

101 Legal Notices

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EO-11422
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON
Chapter 11

In re
EASTERDAY RANCHES, INC., et al. Lead Case No. 21-00141-11
 Jointly Administered

Debtors.¹

**NOTICE OF SALE OF PROPERTY BY AUCTION,
SALE OBJECTION DEADLINE, AND SALE HEARING**

NOTICE TO CREDITORS OF EASTERDAY RANCHES, INC. (“RANCHES”); EASTERDAY FARMS (“FARMS”); CODY EASTERDAY AND DEBBY EASTERDAY, HUSBAND AND WIFE, KAREN EASTERDAY, IN HER INDIVIDUAL CAPACITY AND AS THE PERSONAL REPRESENTATIVE OF THE ESTATE OF GALE EASTERDAY² (COLLECTIVELY, THE “EASTERDAYS”).

PLEASE TAKE NOTICE OF THE FOLLOWING MATTERS THAT MAY AFFECT YOUR RIGHTS:

On February 1, 2021, and February 8, 2021, respectively, Ranches and Farms (together, the “Debtors”), commenced chapter 11 bankruptcy cases (the “Bankruptcy Cases”) in the U.S. Bankruptcy Court for the Eastern District of Washington (the “Bankruptcy Court”).

The Debtors operate commercial farms and ranches that utilize multiple farms, feedlots, ranches, and other facilities that are commonly referred to as Nine Canyon Farm, Goose Gap Farm, River Farm, Cox Farm, Farm Manager House, and Storage Complex (the “Property”). The Property is owned in part by the Debtors (the “Debtor Property”) and in part by the Easterdays (the “Easterday Property”).

To maximize the value of the Property, the Debtors and the Easterdays determined that the Property should be marketed for sale together. Accordingly, on March 26, 2021, the Debtors filed two motions with the Bankruptcy Court: (i) a motion to approve a cooperation agreement (the “Cooperation Agreement”) between the Debtors and the Easterdays (together, the “Sellers”) and (ii) a motion (x) establishing a process to sell the Property and (y) to approve the sale of the Property at the conclusion of such process (the “Sale Motion”).

On April 28, 2021, the Bankruptcy Court entered an order (the “Cooperation Agreement Order”) approving the Cooperation Agreement between and among the Debtors and the Easterdays. On April 29, 2021, the Bankruptcy Court entered the Bidding Procedures Order which, among other things, (i) approved procedures for submitting offers and bidding at an auction for the Property (“Bidding Procedures”), (ii) approved procedures for the assumption and assignment of certain executory contracts and unexpired leases, (iii) scheduled a hearing on the sale, and (iv) granted related relief.

On May 19, 2021, the Sellers, entered into a purchase and sale agreement (the “Stalking Horse APA”) with Farmland Reserve, Inc. (“FRI” or the “Stalking Horse Bidder”), pursuant to which, and subject to higher and better offers in accordance with the Bidding Procedures:

(i) the Debtors shall acquire the Easterday Property, upon which transfer all of the Easterday Property shall constitute property of the Debtors’ bankruptcy estates in the Bankruptcy Cases and for which the Easterdays shall receive, subject to the approval of the Bankruptcy Court, an allocable interest in the Net Sale Proceeds, as such term is defined in the Cooperation Agreement;

(ii) the Debtors shall sell, assign, transfer, convey and deliver to FRI, and FRI shall acquire and accept from Debtors, free and clear of all Claims, Rights, and Encumbrances (as defined in the proposed Sale Order attached to the Stalking Horse APA), all of the Debtors’ rights, title and interest in and to the Property; and

(iii) FRI shall pay \$188,000,000 plus any transfer taxes or the like “Purchase Price” for the Property (i) through (iii), the “Sale”).

Also on May 19, 2021, the Debtors supplemented the Sale Motion with their motion to designate FRI as the Stalking Horse Bidder, approve the bid protections in the Stalking Horse APA, and supplement the relief requested by the Debtors in the Sale Motion to include authorization for the Debtors to acquire all rights, title and interest in and to the Easterday Property for the purpose of including the Easterday Property in the Sale, pursuant to the Stalking Horse APA (“Supplemental Bidding Procedures Motion”).

On May 28, 2021, the Bankruptcy Court entered an order granting the Supplemental Bidding Procedures Motion, pursuant to which the Bankruptcy Court (i) approved the Stalking Horse APA as the Stalking Horse Bid and FRI as the Stalking Horse Bidder, (ii) authorized the Debtors to enter into and perform under the Stalking Horse APA, subject to higher or otherwise better offers by other qualified bidders, and (iii) approved the Debtors’ request to supplement the relief requested by the Debtors in the Sale Motion to include authorization for the Debtors to acquire all rights, title and interest in and to the Easterday Property for the purpose of consummating the Sale with the Stalking Horse Bidder, subject to higher or otherwise better offers by other qualified bidders at an auction (the “Auction”) to be held on **June 14, 2021, commencing at 10:00 a.m. (Pacific Time)** (“Supplemental Bidding Procedures Order”).

THE BANKRUPTCY COURT HAS CURRENTLY SET JUNE 30, 2021 AT 4:00 P.M. (PACIFIC TIME) AS THE DEADLINE FOR ALL OBJECTIONS TO THE SALE (THE “SALE OBJECTION DEADLINE”).

All objections to the Sale and related relief must: (a) be in writing; (b) be signed by counsel or attested to by the objecting party; (c) conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court (“Local Rules”); (d) be filed with the Clerk of the Bankruptcy Court, 402 E. Yakima Avenue, Yakima, WA 98901 by no later than the Sale Objection Deadline; and (e) be served in accordance with the Local Rules so as to be received on or before the Objection Deadline by the following: (i) counsel to the Debtors: (a) Bush Kornfeld LLP, 601 Union Suite, Suite 5000, Seattle, WA 98101, Attention: Armand J. Kornfeld (jkorfeld@bskd.com) and Thomas A. Buford (tbuford@bskd.com); and (b) Pachuski Stang Ziehl & Jones, LLP, 10100 Santa Monica Boulevard, 13th Floor, Los Angeles, CA 90067, Attention: Richard M. Pachuski (rpachuski@pszjlaw.com), Ira D. Kharasch (ikharasch@pszjlaw.com), Jeffrey W. Dulberg (jdulberg@pszjlaw.com) and Jason H. Rosell (jrosell@pszjlaw.com); (ii) the Office of the United States Trustee for the Eastern District of Washington, 920 W Riverside Ave, Suite 593, Spokane, WA 99201, Attn: Gary W. Dyer (Gary.W.Dyer@usdoj.gov); (iii) counsel to the Stalking Horse Bidder, Stoel Rives LLP, 600 University Street, Suite 3600, Seattle, WA 98101, Attention: Oren B. Haker (oren.haker@stoel.com) and Ellen E. Ostrow (ellen.ostrow@stoel.com); and (iv) those parties who have filed notices of appearance and/or requested service of all motions and pleadings in these Chapter 11 Cases prior to the date of service thereof.

THE SALE SHALL BE FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES OR OTHER INTERESTS UNDER SECTION 363 OF THE BANKRUPTCY CODE. THE ASSIGNMENT OF CERTAIN OF THE SELLERS’ CONTRACTS AND LEASES MAY BE APPROVED AND AUTHORIZED BY THE BANKRUPTCY COURT ABSENT A TIMELY OBJECTION BY ANY PERSON OR ENTITY CLAIMING AN INTEREST OR RIGHT IN SUCH CONTRACT OR LEASE. THE FAILURE OF ANY PERSON OR ENTITY TO FILE AND SERVE AN OBJECTION ON OR BEFORE THE SALE OBJECTION DEADLINE MAY BE DEEMED CONSENT TO ANY SALE OR ASSIGNMENT APPROVED BY THE BANKRUPTCY COURT AND MAY BE A BAR TO THE ASSERTION OF ANY LIENS, CLAIMS, RIGHTS, ENCUMBRANCES OR OTHER INTERESTS IN THE PROPERTY SOLD, ASSIGNED OR OTHERWISE TRANSFERRED TO THE STALKING HORSE BIDDER OR THE SUCCESSFUL BIDDER(S), AND MAY BE A BAR TO ANY RECOVERY AGAINST THE STALKING HORSE BIDDER OR OTHER SUCCESSFUL BIDDER(S).

IF YOU ARE A CREDITOR OF THE SELLERS OR A CONTRACT OR LEASE COUNTERPARTY TO ANY OF THE SELLERS, YOUR RIGHTS MAY BE AFFECTED BY THE SALE OF THE PROPERTY TO THE STALKING HORSE BIDDER OR OTHER SUCCESSFUL BIDDER(S). You should review the documents related to the Sale and discuss them with your attorney. If you do not have an attorney, you may wish to consult one. Sale documents, including the Stalking Horse APA, Sale Motion, Bidding Procedures Order, Supplemental Bidding Procedures Order, and proposed sale order, can be obtained through the Bankruptcy Court or by requesting copies from the Debtors’ bankruptcy counsel by email to Jason Rosell (email: jrosell@pszjlaw.com). If you do not want the Bankruptcy Court to approve the Sale, you must file an objection with the Bankruptcy Court by the Sale Objection Deadline as set forth above.

A hearing to confirm the results of the Auction and approve the sale of the Property (the “Sale Hearing”) will be held before the Honorable Whitman Holt, United States Bankruptcy Judge, on **July 14, 2021 at 11:00 a.m. (PT)**, or at such other time as the Bankruptcy Court permits, in the United States Bankruptcy Court for the Eastern District of Washington, 402 E. Yakima Avenue, Second Floor Courtroom, Yakima, WA 98901. Parties may appear at the Sale Hearing by telephone. To make a telephonic appearance, parties must call 877-402-9757; code 7036041. The Debtors may adjourn or reschedule the Sale Hearing one or more times with prior notice filed on the docket in the Bankruptcy Cases or without prior notice by making an announcement at the Sale Hearing.

Dates set forth in this notice are subject to change, and further notice of such changes may not be provided except through announcements in open court and/or the filing of notices in the Bankruptcy Cases. Interested persons or entities are encouraged to monitor the electronic court docket for further updates.

¹ The Debtors along with their case numbers are as follows: Easterday Ranches, Inc. (21-00141) and Easterday Farms, a Washington general partnership (21-00176).

² The administration of the Estate of Gale Easterday is currently pending in Franklin County Superior Court, Case No. 21-450004-11

EO-11372

TRUSTEE’S NOTICE OF SALE

T.S. No.: OR-21-889653-SW Reference is made to that certain deed made by, RUSS K CARTER AND JODI MCNEIL CARTER, HUSBAND AND WIFE AS JOINT TENANTS as grantor, to PAUL S COS-GROVE, LINDSAY HARTE, as trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., (“MERS”) AS NOMINEE FOR PEOPLE’S CHOICE HOME LOAN, INC., A WYOMING CORPORATION, ITS SUCCESSORS AND ASSIGNS, as beneficiary, dated 9/21/2005, recorded 11/17/2020, and pursuant to the General Judgment signed 10/30/2020 in CASE NO. 20CV05310 Circuit Court for the County of Umatilla in the Records of UMATILLA County, Oregon, and/or as fee/file/instrument/microfilm/reception No. 2020-7110078 and subsequently assigned or transferred by operation of law to HSBC Bank USA, National Association, as Indenture Trustee for People’s Choice Home Loan Securities Trust Series 2005-4 covering the following described real property situated in the above-mentioned county and state. APN: 134644 5N3618C000701 134645 5N3618C000800 TRACT I: The Westerly 70 feet of the following: Commencing at the center of Section 18, Township 5 North, Range 36; thence West along the East and West center line of said Section 18, a distance of 59 rods; thence South 20°45’ East a distance of 12 rods; thence South 51°37’ West a distance of 443 feet to the point of beginning for this description, being the Northwesterly Corner of land conveyed to Clarence Weathermon, et ux, by Deed recorded in Book 167, Page 39, Deed Records; thence Southeasterly along the Southwesterly line of said Weathermon Tract a distance of 250 feet, more or less, to the most Westerly line of that tract of land conveyed to Fred Demaris by Warranty Deed dated June 5, 1928, recorded June 12, 1928, in Book 135, Page 109, Deed Records; thence South 51°37’ West a distance of 174 feet to the Southeastery Corner of lands conveyed to Edward Faucett, et ux, by Deed recorded in Book 177, Page 202, Deed Records; thence Northwesterly and along the Easterly line of said Faucett lands a distance of 250 feet to the Northeastery Corner of said Faucett lands; thence North 51°37’ East a distance of 174 feet to the point of beginning. All being East of the Willamette Meridian, in the County of Umatilla and State of Oregon. EXCEPTING any and all water rights of way and roads. TRACT II Northeastery 18 feet of the following described land: Commencing at center of Section 18, Township 5 North, Range 36; thence West along East-West centerline of said Section 18, a distance of 59 rods; thence South 20°45’ East a distance of 12 rods; thence South 51°37’ West 617 feet to the point of beginning of this description; thence continuing South 51°37’ West 295 feet, more or less, to center of the Walla Walla River Channel; thence Southeasterly along said channel to most Westerly line of that tract conveyed to Fred Demaris, by Deed recorded in Book 135, Page 109, Deed Records; thence North 51°37’ East along said Demaris Tract a distance of 235 feet, more or less, to a point 252 feet measured at right angles from the point of beginning; thence Northwesterly 252 feet to the point of beginning. EXCEPTING any and all water rights of way and roads. Commonly known as: 82588 COUSE CREEK RD, MILTON FREEWATER, OR 97862 The undersigned hereby certifies that based upon business records there are no known written assignments of the trust deed by the trustee or by the beneficiary, except as recorded in the records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the trust deed, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.752(7). Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.752(3) of Oregon Revised Statutes. There is a default by grantor or other person owing an obligation, performance of which is secured by the trust deed, or by the successor in interest, with respect to provisions therein which authorize sale in the event of such provision. The default for which foreclosure is made is grantor’s failure to pay when due the following sum: TOTAL REQUIRED TO REINSTATE: \$39,131.33 TOTAL REQUIRED TO PAYOFF: \$155,173.22 Because of interest, late charges, and other charges that may vary from day-to-day, the amount due on the day you pay may be greater. It will be necessary for you to contact the Trustee before the time you tender reinstatement or the payoff amount so that you may be advised of the exact amount you will be required to pay. 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: The installments of principal and interest which became due on 11/1/2018, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee’s fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents. Whereof, notice hereby is given that QUALITY LOAN SERVICE CORPORATION OF WASHINGTON, the undersigned trustee will on 9/21/2021 at the hour of 1:00 PM, Standard of Time, as established by section 187.110, Oregon Revised Statutes, At the Front Entrance to the Umatilla County Courthouse, located at 216 S.E. 4th Street, Pendleton, OR 97801 County of UMATILLA, State of 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 power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, 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 Section 86.778 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee’s and attorney’s fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale. Other than as shown of record, neither the beneficiary nor the trustee has any actual notice of any person having or claiming to have any lien upon or interest in the real property hereinabove described subsequent to the interest of the trustee in the trust deed, or of any successor in interest to grantor or of any lessee or other person in possession of or occupying the property, except: Name and Last Known Address and Nature of Right, Lien or Interest JODI MCNEIL-CARTER 82588 COUSE CREEK RD MILTON FREEWATER, OR 97862 Original Borrower RUSS CARTER 82588 COUSE CREEK RD MILTON FREEWATER, OR 97862 Original Borrower For Sale Information Call: 800-280-2832 or Login to: www.auction.com In construing this notice, the singular includes the plural, the word “grantor” includes any successor in interest to this 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. Pursuant to Oregon Law, this sale will not be deemed final until the Trustee’s deed has been issued by QUALITY LOAN SERVICE CORPORATION OF WASHINGTON. If any irregularities are discovered within 10 days of the date of this sale, the trustee will rescind the sale, return the buyer’s money and take further action as necessary. If the sale is set aside for any reason, including if the Trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser’s sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary’s Agent, or the Beneficiary’s Attorney. If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right’s against the real property only. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations. 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. NOTICE TO TENANTS: TENANTS OF THE SUBJECT REAL PROPERTY HAVE CERTAIN PROTECTIONS AFFORDED TO THEM UNDER ORS 86.782 AND POSSIBLY UNDER FEDERAL LAW. ATTACHED TO THIS NOTICE OF SALE, AND INCORPORATED HEREIN, IS A NOTICE TO TENANTS THAT SETS FORTH SOME OF THE PROTECTIONS THAT ARE AVAILABLE TO A TENANT OF THE SUBJECT REAL PROPERTY AND WHICH SETS FORTH CERTAIN REQUIREMENTS THAT MUST BE COMPLIED WITH BY ANY TENANT IN ORDER TO OBTAIN THE AFFORDED PROTECTION, AS REQUIRED UNDER ORS 86.771. TS No: OR-21-889653-SW Dated: 5/10/2021 Quality Loan Service Corporation of Washington, as Trustee Signature By: Jeff Stenman, President Trustee’s Mailing Address: Quality Loan Service Corp. of Washington 108 1st Ave South, Suite 202, Seattle, WA 98104 Toll Free: (866) 925-0241 Trustee’s Physical Address: Quality Loan Service Corp. of Washington 108 1st Ave South, Suite 202, Seattle, WA 98104 Toll Free: (866) 925-0241 IDSPub #0173663
6/8/2021 6/15/2021 6/22/2021 6/29/2021

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**About Public Notices**

Public notices inform citizens about the activities of government bodies — such as budgets and public hearings, upcoming meetings and elections — so that citizens can make their opinions known before an action is taken or a rule or law is made. They also include information about foreclosures, unclaimed and forfeited property, estate claims and probate notices, summons, and calls for bids.

The four characteristics of public notices:

- They must be published by an independent and neutral third party,
- They must be archived,
- They must be accessible to the public,
- The public must be able to verify that the notice was not altered once published.

Newspapers provide an independent and archived record of public notices, accessible in print and online, and provide affidavits of publication when requested.

Public notices in newspapers protect the right of due process as guaranteed to Americans by the Constitution.

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