

# School Board holds December meeting

The Morrow County School Board met Monday, December 19 at the District Office in Lexington. The Board took the following action:

- approved a resolution appropriating grant money into the Mentor Teacher Fund for the remainder of the 1988-89 school year;
- approved the financial report;
- approved a request for unpaid leave for child care for Sandi Patton from her position as District Office secretary during the months of February, March and April 1989;
- and approved hiring Jim Gordanier to replace Al Gordanier as a p.m. bus driver in Irrigon, effective January 3, 1989.

The Board heard a strong statement from Maureen McElligott requesting a settlement in certificated negotiations.

It recognized Sam Pambrun as representative of the Umatilla E.S.D. Sam reported on the activities and programs of the E.S.D.

Under unfinished business the Board:

- approved the auditor's report for the 1987-88 year;

- approved a letter of intent to become a member of Ed-Net. The Oregon Ed-Net Committee proposes the creation of an integrated statewide telecommunications network. When funded, Oregon Ed-Net is designed to deliver the major components of a video, voice, and data network which will reach all corners of the state. When completed the network will be a major addition to the state's education, public service, and economic development infrastructure. As proposed, the state is being asked to make an \$8 million investment in the creation of the network. This investment represents the capital and operational resources to produce a network that will be self-supporting four years after creation.
- approved the revised Statement of Educational Philosophy and Goals for the district;
- tabled consideration of a resolution in support of legislative action to provide stable school funding in Oregon;
- authorized expenditure of an additional \$9,267 for continuing asbestos cleanup and encapsulation in the district; and

- accepted a bid of \$1,365 from Western Bus Sales for the 1960 Greyhound-type bus.

New business showed that the board:

- approved the inclusion of \$94,920 for computer education funding in the 1989-90 budget proposal for examination by the Budget Committee;
- approved the inclusion of \$365,712 for transportation funding in the 1989-90 budget proposal for examination by the Budget Committee; and
- accepted a letter from the Morrow County Chapter of the Oregon School Employees Association requesting negotiations toward developing a new Classified Employees Contract.

The Board reviewed a statement of assurances that the district is in compliance with those state standards selected for this year's reporting period and heard that they are not presently in compliance with the requirement of having an Abestos Management Plan in place, but is in compliance with the approval of an extension.

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147 West Willow  
676-9228

**PUBLIC NOTICE**  
**TRUSTEE'S NOTICE OF SALE**

Reference is made to that certain trust deed made by JACK L. McFADDEN and JONATHAN R. KLEIN, as grantor, to Morrow County Abstract Title Company, as trustee, in favor of First Federal Savings & Loan Association of Pendleton\*, as beneficiary, dated December 5, 1975, recorded December 9, 1975, in the mortgage records of Morrow County, Oregon, in reception No. 8911 (indicate which), covering the following described real property situated in said county and state, to-wit:

PARCEL NO. I  
Lot 2, of Re-Plat of Lot 1, Block 2, North Boardman, Oregon, filed in Clerk's Office of Morrow County, Oregon.

PARCEL NO. II  
Lot 1, of Re-Plat of Lot 1, Block 2, North Boardman, Boardman, Oregon filed in Clerk's Office of Morrow County, Oregon. Lot 3, of Re-Plat of Lot 1, Block 2 North Boardman, Boardman, Oregon, filed in Clerk's Office of Morrow County, Oregon.

\*now known as the Benj. Franklin Federal Savings & Loan Association.

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 the foreclosure is made is grantor's failure to pay when due the following sums: monthly installments of \$2,562.69 each, beginning with February 10, 1988, until paid, plus monthly late charges of \$58.59 each, beginning February 25, 1988 until paid.

By reason of said default the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following to-wit: \$132,348.64, with interest thereon at the rate of 11.5% per annum, from January 1, 1988, until paid, together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; and any further sums advanced (continued on reverse side hereof)

WHEREFORE, notice hereby is given that the undersigned trustee will on April 28, 1989, at the hour of 10:00 o'clock, A.M., in accord with the standard of time established by ORS 187.110, at front steps of Morrow County Courthouse in the City of Heppner, County of Morrow, 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 to 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 said 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 said ORS 86.753.

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

DATED November 29, 1988 Victor W. VanKoten, Successor Trustee.

State of Oregon, County of ss:  
I, the undersigned, certify that I am the attorney or one of the attorneys for the above named trustee and that the foregoing is a complete and exact copy of the original trustee's notice of sale.

Published: December 28, 1988, January 4, 11, 18, 1989

**PUBLIC NOTICE**  
**TRUSTEE'S NOTICE OF SALE**

Reference is made to that certain trust deed made by JOHN A. and ANNE M. PRAG, as grantor, to MORROW COUNTY ABSTRACT & TITLE CO., INC., as trustee, in favor of FIRST FEDERAL SAVINGS & LOAN ASSOCIATION, as beneficiary, dated May 5, 1978, recorded May 8, 1978, in the mortgage records of Morrow County, Oregon, in book/reel/volume No "M" at page 13232, or as fee/file/instrument/microfilm/reception No. (indicate which), covering the following described real property situated in said county and state, to-wit:

That portion of Section 16, Township 4 North, Range 25, E.W.M., more particularly described as follows:

Beginning at the centerline intersection of Main Street and West Kinkade Avenue, thence South 89° 37' 55" West 170.01 feet to a point on a line parallel with and 170.00 feet West of the centerline of said Main Street; thence South 0° 22' 04" West 130.01 feet along said line to a point on a line parallel with and 130.00 feet South of the centerline of said West Kinkade Avenue; thence North 89° 37' 55" East 170.00 feet more or less along said parallel line to the centerline of said Main Street; thence North 0° 22' 06" East 130.00 feet more or less along said centerline to the POINT OF BEGINNING. EXCEPTING road right-of-way.

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 the foreclosure is made is grantor's failure to pay when due the following sums:

Monthly payments due for January 1, 1988 and thereafter in the sum of \$1,079.83 a month plus late charges of \$43.19 per month with the first such late charge having accrued on January 16, 1988 with a like late charge accruing on the 16th day of each month thereafter to date.

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

Principal balance of \$84,341.20 as of June 9, 1988. Interest accrues on principal balance of \$84,341.20 as of June 9, 1988. Interest accrues on said principal balance at the rate of 10.25% per annum from December 1, 1987, said interest sum being due in addition to the afore said principal balance.

WHEREFORE, notice hereby is given that the undersigned trustee will on December 19, 1988,\* at the hour of 10:30 o'clock A.M. in accord with the standard of time established by ORS 187.110, at the front steps of the Morrow County Courthouse in the City of Heppner, County of Morrow, 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 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 said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation or trust deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.753.

NOTICE: The Beneficiary described above is the creditor to whom the debt is owed. Unless the Grantor described above or any other person obligated on Trust Deed and Note secured thereby (debtor) notifies this office within 30 days after receiving this notice that the debtor disputes the validity of the debt or any portion thereof, this office will assume this debt is valid. If the debtor notifies this office in writing within 30 days after receiving this notice, this office will provide the debtor with the name and address of the original creditor, if different from the current creditor.

Any questions regarding this matter should be directed to Carol Mart, Legal Assistant, (503)686-8511.

DATED: October 28, 1988  
MICHAEL C. AROLA, Successor Trustee

HERSHNER, HUNTER,  
MOULTON, ANDREWS &  
NEILL  
P.O. Box 1475  
Eugene, OR 97440  
Published: December 21, 28, 1988,  
January 4, 11, 1989

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

DATED: July 27, 1988 James M. Habberstad Trustee.

\*NOTE: The sale date is being postponed to January 27, 1989 at 10:00 A.M.

Published: December 14, 21, 28, 1988, January 4, 1989.

**PUBLIC NOTICE**  
**TRUSTEE'S NOTICE OF SALE**

The Trustee under the terms of the Turst Deed described herein, at the direction of the Beneficiary, hereby elects to sell the property described in the Trust Deed to satisfy the obligations secured thereby. Pursuant to ORS 86.745, the following information is provided:

1. PARTIES:  
Grantor: RONALD G. MARK and DEANNA T. MARK  
Trustee: MORROW COUNTY ABSTRACT & TITLE CO., INC.  
Successor Trustee: MICHAEL C. AROLA  
Beneficiary: THE OREGON BANK, as assignee of First Federal Savings and Loan Association of Pendleton.

2. DESCRIPTION OF PROPERTY: The real property is described as follows:  
Lot 5, Block 5, WEST BOARDMAN ADDITION to Boardman, Morrow County, Oregon.

3. RECORDING: The Trust Deed was recorded as follows:  
Date Recorded: May 14, 1976  
Book "M", Page 9579  
Official Records of Morrow County, Oregon

4. DEFAULT: The Grantor or any other person obligated on the Trust Deed and Note secured thereby is in default and the Beneficiary seeks to foreclose the Trust Deed for failure to pay: A monthly payment in the amount of \$341, due January 1, 1988; and monthly payments in the amount of \$381.98 each, due the first of each month, for the months of February through October, 1988; plus late charges and advances; plus any unpaid real property taxes, plus interest.

5. AMOUNT DUE: The amount due on the Note which is secured by the Trust Deed referred to herein is: Principal balance in the amount of \$27,800.62 plus interest at the rate of 8.75% per annum from December 1, 1987; plus late charges of \$114.18 and advances in the amount of \$649.35.

6. ELECTION TO SELL: The Trustee hereby elects to sell the property to satisfy the obligations secured by the Trust Deed. A Trustee's Notice of Default and Election to Sell Under terms of Trust Deed has been recorded in the Official Records of Morrow County, Oregon.

7. TIME OF SALE: The sale shall be held:  
Date: March 16, 1989  
Time: 9:30 a.m. as established by ORS 187.110.  
Place: Morrow County Courthouse, Court Street, Heppner, Oregon

8. RIGHT TO REINSTATE: Any person named in ORS 86.753 has the right, at any time prior to five days before the Trustee conducts 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, by curing any other default that is capable of being cured by tendering the performance required under the obligation or Trust Deed, together with trustee's and attorney's fees not exceeding the amounts provided in ORS 86.753.

## PUBLIC NOTICE

### NOTICE OF SERVICE OF PERSONAL PROPERTY TAX WARRANTS

NOTICE is hereby given pursuant to ORS 311.615 of the service of Personal Property Tax warrants upon the following listed tax payers. Payment of the following listed delinquent taxes with interest and cost of service must be made by January 11, 1989 or said warrants shall be filed with the County Clerk of Morrow County, Oregon, for entry in the County Clerk Lien Record, and shall become a lien upon the title to any interest in real property owned by the person against whom the warrant is issued, and the taxes on personal property embraced in the warrant with interest, penalties and costs applicable thereto, shall continue as a lien on all the personal property of the person assessed as otherwise provided by law. The effect shall be the same as though the people of the county had recovered the judgement against the person charged for the full amount of the delinquent tax covered by the warrant together with interest thereon and cost as provided by law.

| NAME   | DESCRIPTION   | YEAR | TAX    | INT   | PENALTY | TOTAL  |
|--|---------------|------|--------|-------|---------|--------|
| JAN. 15, 89                                  |               |      |        |       |         |        |
| CARR SR, JOSEPH J. & HAZEL M.                | MOBILE HOME   | 88   | 32.00  | .63   | 15.00   | 47.63  |
| STRAVENS, MICHAEL                            | MOBILE HOME   | 88   | 164.76 | 3.30  | 15.00   | 183.06 |
| MACHADO, JOHN & DEBORAH                      | MOBILE HOME   | 88   | 142.42 | 2.85  | 15.00   | 160.27 |
| MILLER, JUDY                                 | MOBILE HOME   | 88   | 28.86  | .57   | 15.00   | 44.43  |
| GLASCOCK, CLIFFORD                           | MOBILE HOME   | 88   | 193.94 | 3.87  | 15.00   | 212.81 |
| KEY, JIM                                     | MOBILE HOME   | 88   | 90.79  | 1.83  | 15.00   | 107.62 |
| ROSEBAUM, GEORGE E. & RITA F.                | MOBILE HOME   | 88   | 207.25 | 4.14  | 15.00   | 226.39 |
| POPE, KAROL                                  | MOBILE HOME   | 88   | 179.39 | 3.60  | 15.00   | 197.99 |
| HAMBY, WM                                    | MOBILE HOME   | 88   | 113.65 | 2.28  | 15.00   | 130.93 |
| TOWN, MARLENE                                | MOBILE HOME   | 88   | 16.03  | .33   | 15.00   | 31.36  |
| SEPULVEDA, JUAN                              | MOBILE HOME   | 88   | 173.99 | 3.48  | 15.00   | 192.47 |
| DOCKEN, MARK                                 | MOBILE HOME   | 88   | 146.07 | 2.91  | 15.00   | 163.98 |
| PALMER, CARL                                 | MOBILE HOME   | 88   | 72.40  | 1.44  | 15.00   | 88.84  |
| PEREZ, ROBERT L.                             | MOBILE HOME   | 88   | 128.94 | 2.58  | 15.00   | 146.52 |
| POPE, DOUGLAS                                | MOBILE HOME   | 88   | 82.34  | 1.65  | 15.00   | 98.99  |
| STARKE, JON THOMAS                           | MOBILE HOME   | 88   | 9.21   | .18   | 15.00   | 24.39  |
| WEST, ALFRED & OLA                           | MOBILE HOME   | 88   | 100.39 | 2.01  | 15.00   | 117.40 |
| HICKEY, DAN M.                               | MOBILE HOME   | 88   | 29.65  | .60   | 15.00   | 45.25  |
| KESTLER, KARY & TAMARAH                      | MOBILE HOME   | 88   | 9.31   | .18   | 15.00   | 24.49  |
| OSBORN, DENNIS                               | MOBILE HOME   | 88   | 30.91  | .63   | 15.00   | 46.54  |
| MARTINEZ, FRANCISCO & JUANITA                | MOBILE HOME   | 88   | 127.10 | 2.55  | 15.00   | 144.65 |
| NAVARRO, PEDRO                               | MOBILE HOME   | 88   | 10.34  | .21   | 15.00   | 25.55  |
| JONES, CHRIS                                 | MOBILE HOME   | 88   | 143.35 | 2.88  | 15.00   | 161.23 |
| EDWARDS, DOROTHY                             | MOBILE HOME   | 88   | 91.74  | 1.83  | 15.00   | 108.57 |
| HAMPTON, THOMAS & LORI                       | MOBILE HOME   | 88   | 59.39  | 1.20  | 15.00   | 75.59  |
| SANTILLAN, JUAN                              | MOBILE HOME   | 88   | 58.90  | 1.17  | 15.00   | 75.07  |
| RODRIGUEZ, LOUIS H. TORRES, CRISTINA         | MOBILE HOME   | 88   | 29.30  | .60   | 15.00   | 44.90  |
| MATTISON, LAURA                              | MOBILE HOME   | 88   | 15.21  | .30   | 15.00   | 30.51  |
| GARCIA, CESILIO & AUDELIA                    | MOBILE HOME   | 88   | 344.47 | 6.90  | 15.00   | 366.37 |
| RENTERIA, LANDEROS JOSE LUIS                 | MOBILE HOME   | 88   | 22.15  | .45   | 15.00   | 37.60  |
| CARRILLO, IGNAGO                             | MOBILE HOME   | 88   | 63.76  | 1.29  | 15.00   | 80.05  |
| GOWAN, GEORGE E.                             | MOBILE HOME   | 88   | 86.39  | 1.74  | 15.00   | 103.13 |
| PRYOR, JARVIS & DORIS                        | MOBILE HOME   | 88   | 255.04 | 5.10  | 15.00   | 275.14 |
| CLICK, LOIS                                  | MOBILE HOME   | 88   | 27.02  | .54   | 15.00   | 42.56  |
| MOORE, ERA M. & PETTY, OZRO                  | MOBILE HOME   | 88   | 18.42  | .36   | 15.00   | 33.78  |
| NUXALL, DON &                                | MOBILE HOME   | 88   | 18.42  | .36   | 15.00   | 33.78  |
| LESTER, LONNIE, & SHAW, BILL                 | MOBILE HOME   | 88   | 67.42  | 1.35  | 15.00   | 83.77  |
| CARRILLO, IGNACIA                            | MOBILE HOME   | 88   | 17.24  | .36   | 15.00   | 32.60  |
| MARSHALL, ROBERT D.                          | MOBILE HOME   | 88   | 9.31   | .18   | 15.00   | 24.49  |
| LOMAS, JOSE                                  | MOBILE HOME   | 88   | 18.62  | .36   | 15.00   | 33.98  |
| PEREZ, DAMIAN                                | MOBILE HOME   | 88   | 127.87 | 2.55  | 15.00   | 145.42 |
| BOURNE, ERNEST E.                            | MOBILE HOME   | 88   | 36.36  | .72   | 15.00   | 52.08  |
| SEBASTIAN, JAMES L.                          | MOBILE HOME   | 88   | 182.77 | 3.66  | 15.00   | 201.43 |
| BURNETT, MORRIS H.                           | MOBILE HOME   | 88   | 35.37  | .72   | 15.00   | 51.09  |
| GARCIA, FELIX & BLANCA & SANDABAL, GAUDALUPE | MOBILE HOME   | 88   | 224.78 | 4.50  | 15.00   | 244.28 |
| H.U.B. INVSTMENTS                            | PERSONAL PROP | 88   | 700.42 | 14.01 | 15.00   | 729.43 |

Date of First Publication December 21, 1988  
Date of second Publication December 28, 1988  
Date of Third Publication January 4, 1989  
Date of Fourth Publication January 11, 1989

Margo Sherey  
Morrow County Tax Collector