

egon Revised Statutes, at AT THE COURT STREET ENTRANCE TO MORROW COUNTY COURTHOUSE 100 COURT STREET 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 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 expense of sale, including a reasonable charge by the trustee. Notice is further given that any person named in Section 86.753 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.

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 said trust deed, the words "trustee" and "beneficiary" includes their respective successors, in interest, if any.

Dated: September 12, 2003
CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET
P.O. BOX 22004
EL CAJON CA 92022-9004
CAL-WESTERN RECONVEYANCE CORPORATION
Signature/By: /s/ Yvonne J. Wheeler, A.V.P.

EXHIBIT "A"
Township 2 South, Range 26, East of the Willamette Meridian, in the County of Morrow and State of Oregon.

Section 34: Beginning at the Southwest Corner of the Southeast Quarter of the Southeast Quarter and lying on the centerline of the Heppner-Spray Highway; Thence East a distance of 241.12 feet along the South line of said Section 34 to a point, said point being the True Point of Beginning of this description; Thence continuing East along the South line of said Section 34, a distance of 125.75 feet to the Southwest corner of Block 12 of Wells Addition to the City of Heppner; Thence North 34°30' East a distance of 207.90 feet to a point; Thence North 54°30' West a distance of 396.00 feet to a point, said point being the Northwest corner of Block 12 of Wells Addition to the City of Heppner; Thence Southwesterly to the Northwest Corner of that property deeded to Lowell R. and Tonya A. Jones by that deed as recorded in Morrow County Deed Records as M-33545 on August 18, 1989; Thence Southeasterly along the Northeast line of the Jones property to the Northeastly Corner of the Jones property; Thence Southwesterly along the Southeastly line of the Jones property to the Southeastly Corner of the Jones property; Thence South 40°00' East a distance of 75.00 feet to a point; Thence Southerly a distance of 100.00 feet, more or less, to the True Point of Beginning of this description.

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Affid (2)

**All News &
Advertising
Deadline:
Mondays
at 5 p.m.**

PUBLIC NOTICE

Copyright Notice

Copyright Notice: All rights reserved re common-law copyright of trade-name/trademark, JAN VERMEER® -as well as any and all derivatives and variations in the spelling of said tradename/trademark-Common Law Copyright © 1973 by Jan Vermeer®. Said common-law trade-name/trademark, JAN VERMEER®, may neither be used, nor reproduced, neither in whole nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgement of Jan Vermeer® as signified by the red-ink signature of Jan Vermeer®, hereinafter "Secured Party." With the intent of being contractually bound, any juristic person, as well as the agent of said juristic person, consents and agrees by this Copyright Notice that neither said juristic person, nor the agent of said juristic person, shall display, nor otherwise use in any manner, the common-law trade-name/trademark JAN VERMEER®, nor the common-law copyright described herein, nor any derivative of, nor any variation in the spelling of, JAN VERMEER® without the prior, express, written consent and acknowledgement of Secured Party, as signified by Secured Party's signature in red ink. Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of JAN VERMEER®, and all such unauthorized use is strictly prohibited. Secured Party is not now, nor has Secured Party ever been, an accommodation party, nor a surety, for the purported debtor, i.e. "JAN VERMEER," nor for any derivative of, nor for any variation in the spelling of, said name, nor for any other juristic person, and is so-indemnified and held harmless by Debtor, i.e. "JAN VERMEER." in Hold-harmless and Indemnity Agreement No. JV-030473-HHIA dated the Fourth Day of the Third Month In the Year of Our Lord One Thousand Nine Hundred Seventy-three against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by Debtor for any and every reason, purpose, and cause whatsoever. Self-executing Contract/Security Agreement in Event of Unauthorized Use: By this Copyright Notice, both the juristic person and the agent of said juristic person, hereinafter jointly and severally "User," consent and agree that any use of JAN VERMEER® other than authorized use as set forth above constitutes unauthorized use, counterfeiting, of Secured Party's common-law copyrighted property, contractually binds User, renders this Copyright Notice a Security Agreement wherein User is debtor and Jan Vermeer® is Secured Party, and signifies that User: (1) grants Secured Party a security interest in all of User's assets, land, and personal property, and all of Users interest in assets, land, and personal property, in the sum certain amount of \$500,000.00 per each occurrence of use of the common-law-copyrighted trade-name/trademark JAN VERMEER®, as well as for each and every occurrence of use of any and all derivatives of, and variations in the spelling of, JAN VERMEER®, plus costs, plus triple damages; (2) authenticates this Security Agreement wherein User is debtor and Jan Vermeer® is Secured Party, and wherein User pledges all of Users assets, land, consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts,

accounts, documents, and general intangibles, and all User's interest in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing User's contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's common-law-copyrighted property; (3) consents and agrees with Secured Party's filing of a UCC Financing Statement in the UCC filing office, as well as in any county recorder's office, wherein User is debtor and Jan Vermeer® is Secured Party; (4) consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary for maintaining Secured Party's perfected security interest in all of Users property and interest in property, pledged as collateral in this Security Agreement and described above in paragraph "(2)," until Users contractual obligation theretofore incurred has been fully satisfied; (5) consents and agrees with Secured Party's filing of any UCC Financing Statement, as described above in paragraphs "(3)" and "(4)," as well as the filing of any Security Agreement, as described above in paragraph "(2)," in the UCC filing office, as well as in any county recorder's office; (6) consents and agrees that any and all such filings described in paragraphs "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus; (7) waives all defenses; and (8) appoints Secured Party as Authorized Representative for User, effective upon Users default re Users contractual obligations in favor of Secured Party as set forth below under "Payment Terms" and "Default Terms," granting Secured Party full authorization and power for engaging in any and all actions on behalf of User including, but not limited by, authentication of a record on behalf of User, as Secured Party, in Secured Party's sole discretion, deems appropriate, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest. User further consents and agrees with all of the following additional terms of Self-executing Contract/Security Agreement in Event of Unauthorized Use: Payment Terms: In accordance with fees for unauthorized use of JAN VERMEER® as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of the date User is sent Secured Party's invoice, hereinafter "Invoice," itemizing said fees. Default Terms: In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of date Invoice is sent, User shall be deemed in default and: (a) all of User's property and property pledged as collateral by User, as set forth in above in paragraph "(2)," immediately becomes, i.e. is, property of Secured Party; (b) Secured Party is appointed Users Authorized Representative as set forth above in paragraph "(8)"; and (c) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Partys sole discretion, deems appropriate, including, but not limited by, sale at auction, at any time following Users default, and without further notice, any and all of Users property and interest, described above in paragraph "(2)," formerly pledged as collateral by User, now property of Secured Party, in respect of this "Self-executing Contract/Security Agreement in Event of Unauthorized Use," that Secured Party, again in Secured Party's

sole discretion, deems appropriate. Terms for Curing Default: Upon event of default, as set forth above under "Default Terms," irrespective of any and all of Users former property and interest in property, described above in paragraph "(2)," in the possession of, as well as disposed of by, Secured Party, as authorized above under "Default Terms," User may cure Users default only re the remainder of User's said former property and interest property, formerly pledged as collateral that is neither in the possession of, nor otherwise disposed of by, Secured Party within twenty (20) days of date of Users default only by payment in full. Terms of Strict Foreclosure: User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining former property and interest in property, formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty- (20) day default-curing period. Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with the UCC filing office. Record Owner: Jan Vermeer®, Autograph Common Law Copyright © 1973. Unauthorized Use of "Jan Vermeer" incurs same unauthorized-use fees as those associated with JAN VERMEER® as set forth above in paragraph "(1)" under "Self-executing Contract/Security Agreement in Event of Unauthorized Use."
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Sheriff's Report

The Morrow County Sheriff's Office (MCSO) reports handling the following business:

June 24: MCSO, Boardman PD received a report from a caller in Boardman that there was a possible prowler.

MCSO received a report from a caller in Heppner that a dog in the City pound had been howling for several hours. The caller does not wish contact.

MCSO received a report from a caller in Hermiston that renters had abandoned a dog with puppies at a residence in Irrigon when they moved out.

MCSO received a report from a caller in Heppner that her back yard had been vandalized.

MCSO received a report from a caller in Heppner that subjects were banging on the wall of her home the previous night. No contact was requested, she only wanted the incident logged.

MCSO received a quest for a background check.

MCSO received a report that there was water over the roadway in Irrigon possibly from an Irrigon pond. Morrow County Public Works was notified.

MCSO received a report that a ladder was in the road on I-84 eastbound at mp 162.

MCSO received a report from a caller in Heppner that there were people partying and breaking liquor/beer bottles and leaving glass all over the road.

MCSO received a report of a male who had stopped at the westbound Boardman rest area who was drinking from an open container and then continued along I-84. The call was given to OSP.

MCSO received a report from a caller in Heppner that there was a skunk in the RV Park garage.

MCSO received a report from Lexington that a subject was attempting to have a vehicle released.

MCSO received a report from a caller in Ione that two vehicle were racing on Hwy 74 at Ione and had a motor vehicle accident. One of the vehicles was currently parked at a residence in Ione.

MCSO received a report from a caller in Irrigon that speakers had been taken from his father's truck the previous night or early that morning.

MCSO, Irrigon ambulance received a request for an ambulance for a 70-year-old male who was unconscious and having difficulty breathing. Subject was transported to Good Shepherd Medical Center in Hermiston.

MCSO received a report from a caller in Irrigon that two unwanted subjects have threatened her.

MCSO, OSP received a report from a caller in Boardman that a deer had hit his vehicle on I-84 near mp 168. The accident was non-blocking/non-injury. A second call was received an the subject said they may need a tow after all and one of subjects with the caller had a sore neck but did not need an ambulance.

MCSO received a report from a caller in Irrigon that a pit bull fight had been set-up behind her residence. Six adults and two juveniles were on the scene.

MCSO received a report from a caller in Boardman that a coyote was running down Boardman Ave and into the fields.

June 25: MCSO, Boardman PD received a report from a caller in Boardman that her 17-year-old sister is with a 23-year-old male.

MCSO arrested John Munkers, 20, on an Irrigon Justice Court warrant for Failure to Pay Fine/MIP. Subject was cited and released.

MCSO cited Donny Lee Pallin, 39, for Violation of the Basic Rule, Driving while Suspended/Infraction and Driving Uninsured.

MCSO received a request for police for a caller in Boardman.

MCSO received a report from Ontario PD that Gregory H. Bybee, 36, was arrested on a Morrow County warrant for Failure to Appear/Manufacture/Delivery of a Controlled Substance, Criminal Trespass II, Criminal Mischief III and Theft III. Subject also had local charges of Possession of a Controlled Substance and Attempt to Escape. Subject was lodged at Malheur County Jail.

MCSO received a report from a caller in Heppner that his son's scooter was stolen from the Heppner City Pool the day before.

MCSO received a report from a caller in Boardman that the tires on her vehicle had been slashed.

MCSO received a report from a caller in Irrigon of hearing a loud noise, possibly an explosion.

MCSO arrested Keith A. Axtel, 34, for Unlawful Use of a Motor Vehicle. Subject was cited and released. The vehicle was impounded.

MCSO cited Jesus Alejandro Cardenas Garcia, 24, for Driving while Suspended-infraction. The vehicle was impounded.

MCSO received a request that a plate be run so she could find out who the

vehicle belonged to. It had been reported to her that the vehicle was loaded with four children who did not have child seats.

MCSO received a request for an ambulance from a caller in Irrigon for a 4-year-old who had fallen and fractured his forearm. Subject was transported to Good Shepherd Medical Center in Hermiston.

MCOS received a report from a caller in Heppner that her antique dish and bowl were stolen while she was in the hospital in February or March. She thought she believed she knew who had taken them.

MCSO received a report from a caller in Heppner that two of her cats were missing. She believes that the neighbor is trapping them.

MCSO received a report that a two subjects had threatened to burn the caller's house down. Contact was made and subject advised that she had handled the situation and no law enforcement was needed.

MCSO, Boardman PD received a report from a caller that his vehicle was stuck in the sand and he needed a ride home. He was located west of Boardman. Subject was found and refused medical help.

MCSO received a request for deputy contact regarding threats being made against her by another subject. No law enforcement action was needed or taken.

MCSO received a report of a dead antelope on the Ione-Gooseberry Rd. A message was left with MC Public Works.

Boardman PD received a 911 hang-up call from a payphone at the Boardman Marine. On callback a male advised that a juvenile had just used that phone and that everything is okay.

MCSO received a report of a disabled motorist on I-84 eastbound at mp 173.

Boardman PD received a report from the Boardman Marine that two adults out on jet skis with a juvenile and then the adults returned with out the juvenile. It was determined that all was okay and that the child had been dropped off with his mother.

MCOS received a report from a caller in Irrigon that teenagers in a pick up were driving too fast up and down the street.

MCSO received a report from a caller in Irrigon that a large congregation of people were down by the river near a new triple-wide. Caller did not require contact. Deputies were unable to locate subjects.

MCSO received a report of five or six juveniles shooting off fireworks in Irrigon. Deputies were unable to locate fireworks.

MCSO received a report from a caller that a travel trailer with no taillights was headed eastbound on I-84 near mp 166.

Boardman PD received a report from the Boardman Shell Station that a vehicle had "peeled out" of the gas station. The vehicle was not located.

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LOTS OF COLORS**

**Heppner
Gazette-Times
676-9228**