

said trust deed, the words "trustee" and "beneficiary" include their respective successors in interest, if any. For Trustee's Sale Information Please Call (925) 603-7342. Dated: 7/16/2003 Fidelity National Title Insurance Company, as Successor Trustee, c/o Standard Trustee Service Company Washington, 2600 Stanwell Drive, Suite 200, Concord, CA 94520 (925) 603-1000 By: Amy Rigsby, as authorized Agent. RSVP# 50613 10/15/03, 10/22/03, 10/29/03, 11/05/03 Affid

PUBLIC NOTICE

TRUSTEE'S NOTICE OF SALE

Loan No: 0106618341
T.S. No: 1058234-09
99897

Reference is made to that certain deed made by

KIMBERLEY M. GEORGE, AN UNMARRIED WOMAN AND CAROLE A. CANNON AND WILLIAM M. CANNON, WIFE AND HUSBAND as Grantor to

MORROW COUNTY ABSTRACT & TITLE CO., INC., as Trustee, in favor of **BANK OF EASTERN OREGON** as Beneficiary, dated March 22, 2000, recorded March 29, 2000, in official records of MORROW County, OREGON in book/reel/volume No. XX at page No. XX, fee/file/instrument/microfilm/reception No. 2000-705* covering the following described real property situated in the said County and State, to-wit:

TOWNSHIP 2 SOUTH, RANGE 26 EAST OF THE WILLAMETTE MERIDIAN, MORROW COUNTY, OREGON MORE COMPLETELY DESCRIBED IN ATTACHED EXHIBIT A.

Commonly known as:
61209 HIGHWAY 207
HEPPNER OR 97836

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 86.735(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantor's:

Failure to pay the monthly payment due May 1, 2003 of principal, interest and impounds and subsequent installments due thereafter; plus late charges; together with all subsequent sums advanced by beneficiary pursuant to the terms and conditions of said deed of trust.

Monthly payment \$862.89
Monthly Late Charge \$34.52

By this reason of said default the beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being following, to-wit: The sum of \$110,803.35 together with interest thereon at 5.500% per annum from April 01, 2003 until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advance by the beneficiary pursuant to the terms and conditions of the said deed of trust.

Whereof, notice hereby is given that, CAL-WESTERN RECONVEYANCE CORPORATION the undersigned trustee will on January 27, 2004 at the hour of 1:00pm, Standard of Time, as established by Section 187.110, Oregon 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 Northeasterly Corner of the Jones property; Thence Southwesterly along the Southeasterly line of the Jones property to the Southeasterly 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.

Published: October 15, 22, 29, and November 5, 2003
Affid (2)

PUBLIC NOTICE

Copyright Notice
Copyright Notice: All rights reserved re common-law copyright of trade-name/trade-mark, JAN VERMEER© -as well as any and all derivatives and variations in the spelling of said tradename/trade-mark-Common Law Copyright © 1973 by Jan Vermeer©. Said common-law trade-name/trade-mark, 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/trade-mark 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 acknowledgment 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, ie, "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/trade-mark JAN VERMEER©, as well as for each and every occurrence of use of any and all derivatives 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 recorders 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."
Published: October 15, 22, 29 and November 5, 2003
Affid

Sheriff's Report

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

-MCSO, Irrigon ambulance received a request for an ambulance from a caller in Irrigon for a subject with a racing heart who has a history of heart problems. No transport was made.

June 23: MCSO received a report of a female walking and stumbling in the ditch along Hwy 74 towards the Heppner fairgrounds. Subject had made it to her apartment upon deputy arrival.

-MCSO received a report from a caller in Irrigon of a strange vehicle in her yard. It was determined to be a vehicle stolen from Looslies in Lexington. The vehicle was retrieved and canceled from stolen registry.

-MCSO received a request for a background check from Federal Investigations. The subject had no record in Morrow County.

-MCSO received a request for deputy contact from a caller in Heppner regarding a delivery she had received.

-MCSO received a report from a caller in Ione that her 89-year-old mother was found on the floor, conscious and breathing, but sick to her stomach. The subject was transported to Pioneer Memorial Hospital.

-MCSO, Boardman PD received a request for contact from a caller in Boardman regarding a vicious dog in his kennel. The dog had attempted to attack he and his daughter. It was unknown who the owner was.

-MCSO received a report of a cold burglary in Boardman.

-MCSO received a report two female juveniles had been located by their parents.

-MCSO received a report from a caller in Irrigon that four cows were out.

-MCSO, Irrigon ambulance received a request for an ambulance for a 75-year-old with partial paralysis. Subject was transported to Good Shepherd Medical Center in Hermiston.

-MCSO, Irrigon ambulance received a request for an ambulance for an 82-year-old female in severe pain from fractures of an earlier incident. The subject had been released from a nursing home two weeks prior. She was transported to Good Shepherd Medical Center.

-MCSO received a report from a caller in Heppner that she had found her wallet she had reported missing a few weeks previous.

-MCSO received a request for assistance from a caller in Irrigon regarding

locking her keys in her vehicle and her dog was in the vehicle. Boardman Lock and Key was notified and enroute. It was also advised that some one from Umatilla was already enroute.

-MCSO received a report from a caller in Irrigon that his vehicle had been missing since the day before. The vehicle was logged as stolen. Caller also advised that a Sony Playstation had also been stolen from his residence.

-MCSO deputy advised he found a disabled vehicle on Hwy 730 at mp 170. The vehicle was out of gas and the occupants were given a ride home.

-MCSO received a report from a caller in Irrigon that a 5-year-old boy had wandered into her yard and she doesn't know where he lives or who he is. The child advised that his name was Ricky. The parents of the child were located. Maria Isabel Nunez Acosta, 49, was cited for Child Neglect II. Subject was cited and released.

-MCSO received a report from a caller in Irrigon that eight subjects were in a vacant residence next door. The caller later called back and advised the subjects had left.

-MCSO, Boardman PD received a report from a caller in Boardman that a prowler was out back of her residence.

June 26: Boardman PD received a report from a caller at the Boardman Shell station that a subject was there that would not leave.

-MCSO received a report of an audible alarm in Boardman. It was determined that the security guard had set off the alarm.

-Boardman PD received a report of a strong propane odor near the Chevron Station in Boardman.

-MCSO received a report of a missing dog in Irrigon.

-MCSO received a report from a caller that a Heppner city vehicle was being operated at a high rate of speed and recklessly.

-MCSO received a report from a caller at Columbia River Dairy that calves were being stolen at night and later resold.

-MCSO received a request for deputy contact regarding car seat regulations.

-MCSO received a report of a smoke alarm activation at Lamb Weston. It was determined to be a false alarm.

-MCSO received a report that a man came to the caller's door selling first aide kits to raise money for "missing and exploited" children.

-MCSO received a report from a caller in Heppner that her California driver's license had been lost when she was walking home from the pool.

-MCSO, Boardman PD received a report of a domestic that just occurred in Boardman. The parties ended up separating.

-MCSO received a report of a motorhome traveling at a high rate of speed on I-84. The vehicle was now parked at the Nomad.

-MCSO cited Clarkson Ray Rees, 52, for Driving Uninsured. The vehicle was impounded.

-MCSO received a report of a missing horse. The caller believed he knew who the suspects were. The caller later advised the horse had been returned and his did not want contact.

-MCSO received a report from a caller in Heppner that he had run over the telephone junction box in front of the bowling alley. CenturyTel was advised.