

PUBLIC NOTICE

TRUSTEE'S NOTICE OF SALE 10-104693 A default has occurred under the terms of a trust deed made by Edward Hallowell, as grantor to Columbia River Title Company, as Trustee, in favor of Mortgage Electronic Registration Systems, Inc as nominee for American Mortgage Express Financial DBA Millennium Funding Group, as Beneficiary, dated April 20, 2006, recorded April 27, 2006, in the mortgage records of Morrow County, Oregon, as Instrument No. 2006-16548, beneficial interest having been assigned to HSBC Bank USA, N.A., As Trustee for the registered holders of Nomura Home Equity Loan, Inc., Asset-Backed Certificates, Series 2006-HE3, as covering the following described real property: Commencing at the East Quarter corner of Section 36, in Township 5 North, Range 26, East of the Willamette Meridian, in the County of Morrow and State of Oregon; thence North 00 degrees 08' 51" West along the East line of said section 36 a distance of 836.18 feet; thence North 89 degrees 56'00" West a distance of 30.00 feet to a point on the Westerly right of way line of a County Road, said point being the true point of beginning; thence South 00 degrees 08'51" East along said right of way a distance of 219.36 feet; thence North 89 degrees 56'00" West a distance of 213.15 feet; thence North 00 degrees 08'51" West a distance of 219.36 feet; thence South 89 degrees 56'00" East a distance of 213.15 feet to the point of beginning **COMMONLY KNOWN AS: 75621 Pheasant Lane, Irrigon, OR 97844** 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 in the sum of \$918.22, from January 1, 2010, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns. By reason of said default the beneficiary has declared all sums owing on the obligation that the trust deed secures immediately due and payable, said sum being the following, to-wit: \$105,584.93, together with interest thereon at the rate of 9.59% per annum from December 1, 2009, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns. **WHEREFORE**, notice hereby is given that the undersigned trustee will on October 25, 2010, at the hour of 11:00 AM PT, in accord with the standard time established by ORS 187.110, at the main entrance to the Morrow County Courthouse, located at 100 Court Street, 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 has or had power to convey at the time of the execution of 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 that the right exists, at any time that is not later than five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by paying to the beneficiary of the entire amount 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 obligations 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 fees 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. Also, please be advised that pursuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections while property is in default. This shall serve as notice that the beneficiary shall be conducting property inspections on the said referenced property. **NOTICE TO RESIDENTIAL TENANTS** The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 10/25/10. Unless the lender who is foreclosing on this property is paid, the foreclosure will go through and someone new will own this property. The following information applies to you only if you occupy and rent this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a residential tenant. If the foreclosure goes through, the business or individual who buys this property at the foreclosure sale has the right to require you to move out. The buyer must first give you an eviction notice in writing that specifies the date by which you must move out. The buyer may not give you this notice until after the foreclosure sale happens. If you do not leave before the move-out date, the buyer can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing. **FEDERAL LAW REQUIRES YOU TO BE NOTIFIED IF YOU ARE OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING UNDER A LEGITIMATE RENTAL AGREEMENT, FEDERAL LAW REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING A CERTAIN NUMBER OF DAYS BEFORE THE BUYER CAN REQUIRE YOU TO MOVE OUT. THE FEDERAL LAW THAT REQUIRES THE BUYER TO GIVE YOU THIS NOTICE IS EFFECTIVE UNTIL 12/31/12.** Under federal law, the buyer must give you at least 90 days' notice in writing before requiring you to move out. If you are

renting this property under a fixed-term lease (for example, a six-month or one-year lease), you may stay until the end of your lease term. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 90 days, even if you have a fixed-term lease with more than 90 days left. **STATE LAW NOTIFICATION REQUIREMENTS IF THE FEDERAL LAW DOES NOT APPLY, STATE LAW STILL REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING BEFORE REQUIRING YOU TO MOVE OUT IF YOU ARE OCCUPYING AND RENTING THE PROPERTY AS A TENANT IN GOOD FAITH. EVEN IF THE FEDERAL LAW REQUIREMENT IS NO LONGER EFFECTIVE AFTER 12/31/12, THE REQUIREMENT UNDER STATE LAW STILL APPLIES TO YOUR SITUATION.** Under state law, if you have a fixed-term lease (for example, a six-month or one-year lease), the buyer must give you at least 60 days' notice in writing before requiring you to move out. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 30 days, even if you have a fixed-term lease with more than 30 days left. If you are renting under a month-to-month or week-to-week rental agreement, the buyer must give you at least 30 days' notice in writing before requiring you to move out. **IMPORTANT:** For the buyer to be required to give you notice under state law, you must prove to the business or individual who is handling the foreclosure sale that you are occupying and renting this property as a residential dwelling under a legitimate rental agreement. The name and address of the business or individual who is handling the foreclosure sale is shown on this notice under the heading 'TRUSTEE.' You must mail or deliver your proof not later than 9/25/10 (30 days before the date first set for the foreclosure sale). Your proof must be in writing and should be a copy of your rental agreement or lease. If you do not have a written rental agreement or lease, you can provide other proof, such as receipts for rent you paid. **ABOUT YOUR SECURITY DEPOSIT** Under state law, you may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord. **ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE** The business or individual who buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out. You should contact the buyer to discuss that possibility if you would like to stay. Under state law, if the buyer accepts rent from you, signs a new residential rental agreement with you

or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the buyer becomes your new landlord and must maintain the property. Otherwise, the buyer is not your landlord and is not responsible for maintaining the property on your behalf and you must move out by the date the buyer specifies in a notice to you. **YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT YOU MADE OR PREPAID RENT YOU PAID AGAINST YOUR CURRENT RENT OBLIGATION. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND OF ANY NOTICE YOU GIVE OR RECEIVE CONCERNING THE APPLICATION OF YOUR DEPOSIT OR YOUR PREPAID RENT. IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER.** If you believe you need legal assistance with this matter, you may contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you have a low income and meet federal poverty guidelines, you may be eligible for free legal assistance. Contact information for where you can obtain free legal assistance is included with this notice. **OREGON STATE BAR 16037 S.W. Upper Boones Ferry Road Tigard, Oregon 97224 (503) 620-0222 (800) 452-8260** <http://www.osbar.org> If you believe you need legal assistance with this matter, you may contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you have a low income and meet federal poverty guidelines, you may be eligible for free legal assistance. Contact information for where you can obtain free legal assistance is included with this notice. **OREGON STATE BAR 16037 S.W. Upper Boones Ferry Road Tigard, Oregon 97224 (503) 620-0222 (800) 452-8260** <http://www.osbar.org> **Directory of Legal Aid Programs:** <http://www.oregonlawhelp.org> **The Fair Debt Collection Practice Act** requires that we state the following: This is an attempt to collect a debt, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt. Dated: 7/1/10 By: KELLY D. SUTHERLAND Successor Trustee SHAPIRO & SUTHERLAND, LLC 5501 N.E. 109th Court, Suite N Vancouver, WA 98662 www.shapiroattorneys.com/wa Telephone: (360) 260-2253 Toll-free: 1-800-970-5647 S&S 10-104693 A S A P # 3 6 2 3 8 2 8 08/11/2010, 08/18/2010, 08/25/2010, 09/01/2010 Published: August 11, 18, 25 and September 1, 2010 Affidavit

Ione Community School announces upcoming events

Ione Community School will have student registration on August 23 for grades 9-12. Students need to call (541) 422-7131 ahead of time for an appointment.

Free sports physicals will be given August 23 at 6 p.m. Football and volleyball practices will also begin on August 23. Football practice begins at 7 a.m., volleyball practice begins at 6:30 p.m.

Morrow County Court weekly meeting held

The Morrow County Court met on August 4 in Heppner with Commissioner Grieb and Commissioner Rea in attendance. Following is a summary of the meeting provided by Leann Rea.

The court reviewed and approved the minutes from the July 28 meeting.

The court reviewed and approved account payables in the net total amount of \$398,451.09.

Road Report

The crew is continuing with crack sealing on Willow Creek Road, a little over half of the road has been completed. The crew rolled Sunflower Flat Road the day after the dust abatement material was applied to bind everything together. After the rain, the crew touched up some of the wash boarded areas farther up the Sunflower Flat Road and Tupper Lane, and rolled those areas. The crusher has been moved and set up at the OHV pit. They are currently doing maintenance on some of the units and should be up and operating by Monday, August 9. Some of the crew is sweeping roads in the Boardman and Irrigon areas in preparation for paint striping. The crew is moving equipment to the Blake Ranch Road so work can start on that project Monday. The crew will work on brush removal and placing culverts in an area of the road bothered with springs. The court approved the "Request for Qualifications" (RFQ) for logging timber in Morrow County Parks to Pine Creek Logging, Inc.

Sheriff's Report

Ken Matlack, sheriff, provide the court with the following report: Heppner, Ione and Lexington Areas - A juvenile male missing in the mountains, located. The court learned that an individual had made potential threats towards the district attorney's office. The sheriff responded to a report of fireworks being discharged in the mountains. The court received a report about two missing adults at the OHV Park, located with one being injured. Irrigon Area - A stolen Jet Ski and trailer were located in an area south of the Army Depot. A pit bull was surrendered to Pet Rescue after biting a four year old child on the head. Deputies engaged in a foot pursuit of a suspect after a routine traffic stop. Boardman Area - A welfare check was conducted for an elderly female on I-84. The office responded to a report of a disturbance/trespass of protesters at Three Mile Canyon Farms. The deputy informed the protesters of the rules regarding where the protesters can stand with their picking signs. A missing boater was located in one of the sloughs. The boater had lost his motor. The sheriff provided the court with an update on the status of employees for the Parole and Probation Program.

Union Contract

The court authorized the personnel director

to move forward with the preparation of a contract reflecting the settlement of the Teamster Union's offer for a one year contract with the county including a 1.5% cost of living adjustment and to allow the sheriff department management to participate in the Teamster Trust Health Insurance Program.

Planning

Layne Womack, Associate Planner, provided the court with the second reading of "An Ordinance Amending the Comprehensive Plan to Include a Goal 5 Significant Aggregate Resource Site and Amend the Comprehensive Plan and Zoning Maps to Apply the Significant Resource Overlay Zone" for an aggregate site located on Willow Farms. The court then approved and signed the Adopting Ordinance for the aggregate site.

CAPECO

Donna Kinnaman, Community Services Executive Officer, met with the court to discuss services offered through the Emergency Shelter Program. Ms Kinnaman provided the court with dollar amounts available and statistics showing the increasing requests for services. The court reviewed and authorized the signing of the Certification of Local Approval for Nonprofit Organizations form.

The court conducted the following business: Permit - On the recommendation of the Road Department the court approved Permit # OGZ for the City Of Heppner to repair water main break(s) along Willow Creek Road. The project is approximately 11 miles up Willow Creek. Appointment - The court appointed Kate Close to the Equity Fund Committee. Taxes - The court cancelled the property taxes in the amount of \$77.33 for a parcel located in the Irrigon area. Property owned is deceased with no known relatives. Contract approval - Reviewed and approved the amendment to a contract between Morrow County and Oregon Dept. of Energy; Reviewed and approved Amendment #2 with the Department of Justice regarding the Child Support Program. Letter - A letter of support for Portland General Electric (PGE) was reviewed and signed. Heritage Trail - The court authorized the use of some county rock that does not meet county road specifications for use on the Heritage Trail in the Irrigon area. Those working on the trail will be responsible for moving the rock from the county pit to the trail. Fair Board - The court authorized the issuance of "Thank You Coupons" to the Fair Board members for a free lunch at the 4-H Snack Shack.

Various correspondences and upcoming meeting notices were reviewed and discussed.

If you would like to be placed on the list to receive County minutes, contact Karen Wolff at (541)676-5620.

To place a classified ad call
541-676-9228
Heppner Gazette-Times