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Criteria for approval include Morrow County Zoning Ordinance (MCZO) Article 3.010(D)(11) and Article 6 Conditional Uses, Sections 6.020, 6.030 and 6.050(I). Comprehensive Plan Amendments AC-043-10 and AC(M)-042-10: W.I. Construction, Inc., applicant, and Dana Heideman, owner. The property is described as Tax Lot 6001 of Assessor's Map 1N 23. The property is located on Ely Canyon Road approximately 6 miles north of Ione off Highway 74 and is zoned EFU. Request is to amend the Comprehensive Plan to include a locally significant aggregate site to Morrow County's list of significant aggregate sites and to amend the Comprehensive Plan map to include the aggregate site location. Criteria for approval are found in the Morrow County Comprehensive Plan (MCCP) Review and Revision Process.

Opportunity to voice support or opposition to the above proposals or to ask questions will be provided. Failure to raise an issue in person or by letter or failure to provide sufficient specificity to afford the decision maker an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on those issues.

Copies of the staff report and all relevant documents will be available after September 3, 2010. For more information, please contact the Planning Department at 541-922-4624 or 541-676-9061 extension 5503.

DATED this 25th day of August 2010
MORROW COUNTY PLANNING DEPARTMENT
 Published: September 1, 2010
 Affidavit

PUBLIC NOTICE REQUEST FOR QUALIFICATIONS FOR Mowing and Brushing Contractor

Morrow County Public Works Projects - Morrow County, Oregon
 Morrow County, Oregon, requests proposals for a qualified Mowing and Brushing Contractor to provide mowing and brushing services for various Morrow County Public Works projects as the need arises for clear zone and drainage control. Contractors submitting qualifications shall be considered based upon the following general evaluation criteria:

1. Fee schedule.
2. Experience.
3. Method of approach.
4. Availability of labor and equipment.

Copies of the Request for Qualifications may be obtained from Morrow County Public Works, P.O. Box 428, 365 W Hwy 74, Lexington, Oregon 97839, (541) 989-9500. Complete proposals will be accepted at the same address no later than 4:00 p.m., September 03, 2010. Any questions or concerns may be addressed to Sandi Putman. Published: August 25 and September 1, 2010
 Affidavit

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. 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

PUBLIC NOTICE

Estate: LaVerne Stephen Donovan
 Notice to Interested Persons (No. 10PR023)
 In the Circuit Court of the State of Oregon for the County of Morrow, Probate

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