

PUBLIC NOTICE

Loan No. 287730
Trustee No. 40016.473/
TDS
Successor Trustee: Julie B. Hamilton
TRUSTEE'S NOTICE OF SALE
Pursuant to O.R.S. 86.705, et seq. and O.R.S. 79.5010, et seq.
Reference is made to that certain trust deed made by: Shane E. Whiteaker, as grantor, to Columbia River Title Company, L.L.C., as trustee, in favor of HomeStreet Bank, a Washington state chartered savings bank, as beneficiary, dated February 8, 2006, and recorded February 15, 2006, in the mortgage records of Morrow County, Oregon, in/ under Auditor's File No. 06015977. The beneficial interest under said Trust Deed and the obligations secured thereby are presently held by Oregon Housing and Community Services Department by assignment of deed of trust recorded on March 9, 2006, in the Mortgage records of Morrow County, Oregon. Said Trust Deed encumbers the following described real property situated in said county and state, to wit: LOT 12, BLOCK 1, COLUMBIARIVERVIEW ESTATES, IN THE CITY OF BOARDMAN, COUNTY OF MORROW AND STATE OF OREGON; The street address or other common designation, if any, of the real property described above is purported to be: 245 Northeast Marshall Loop, Boardman, Oregon 97818
The undersigned Trustee disclaims any liability for any incorrectness of the above street address or other common designation. 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:
11 Monthly payments of \$722.82 due from 5/1/2012 through 3/1/13: \$7,951.02
11 Late charges of \$28.91 due on payments past due from 5/1/2012, through 3/1/13: \$318.01
Winterization fees: \$841.66
Non-Sufficient Funds Charge: \$9,110.69
ALSO, if you have failed to pay taxes on the property, provide insurance on the property or pay other senior liens or encumbrances as required in the note and deed of trust, the beneficiary may insist that you do so in order to reinstate your account in good standing. The beneficiary may require as a condition to reinstatement that you provide reliable written evidence that you have paid all senior liens or encumbrances, property taxes, and hazard insurance premiums. These requirements for reinstatement should be confirmed by contacting the undersigned Trustee. 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:
UNPAID PRINCIPAL BALANCE OF \$76,843.12, AS OF MAY 1, 2012, PLUS, FROM THAT DATE UNTIL PAID, ACCRUED AND ACCRUING INTEREST AT THE RATE OF 6.050% PER ANNUM, PLUS ANY LATE CHARGES, ESCROW ADVANCES, FORECLOSURE COSTS, TRUSTEE'S FEES, ATTORNEYS' FEES, SUMS REQUIRED

FOR PROTECTION OF THE PROPERTY AND ADDITIONAL SUMS SECURED BY THE TRUST DEED. WHEREFORE, notice hereby is given that the undersigned trustee will, on August 2, 2013, at the hour of 10:00 AM, in accord with the standard of time established by ORS 187.110, at the front entrance of Morrow County Courthouse, 100 S. 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 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 and trust deed, together with trustee's and attorney's fees. Notice is also given that any person named in ORS 86.753 has the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and sale. NOTICE TO RESIDENTIAL TENANTS
The property in which you are living is in foreclosure. A foreclosure sale is scheduled for August 2, 2013. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place. The following information applies to you only if you are a bona fide tenant occupying and renting 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 bona fide residential tenant. If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing. PROTECTION FROM EVICTION
IF YOU ARE A BONA FIDE TENANT OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING, YOU HAVE THE RIGHT TO

CONTINUE LIVING IN THIS PROPERTY AFTER THE FORECLOSURE SALE FOR:
• THE REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR
• AT LEAST 90 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE.
If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 90 days, even though you have a fixed term lease with more than 90 days left. You must be provided with at least 90 days' written notice after the foreclosure sale before you can be required to move. A bona fide tenant is a residential tenant who is not the borrower (property owner) or a child, spouse or parent of the borrower, and whose rental agreement:
• Is the result of an arm's-length transaction;
• Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and
• Was entered into prior to the date of the foreclosure sale.
ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE:
RENT
YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD OR UNTIL A COURT TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE.
SECURITY DEPOSIT
You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. 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 new owner that 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 after 90 days or at the end of your fixed term lease. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner 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 new owner becomes your new landlord and must maintain the property. Otherwise:
• You do not owe rent;
• The new owner is not your landlord and is not responsible for maintaining the property on your behalf;

and
• You must move out by the date the new owner specifies in a notice to you.
The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 90 days or before your fixed term lease expires. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.
IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER. If you believe you need legal assistance,

contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is listed below. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. For free legal assistance, contact the Oregon State Bar and ask for the Legal Aid Services. OREGON STATE BAR CONTACT INFORMATION
Oregon State Bar
P.O. Box 231935
Tigard, OR
97281-1935
Tel (in Oregon): (800) 452-8260
Tel (outside Oregon): (503) 620-0222
E-mail: info@osbar.org
Website: www.osbar.org
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.
THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION WILL BE USED FOR THAT PURPOSE. UNLESS YOU NOTIFY US WITHIN 30 DAYS AFTER RECEIVING THIS LETTER THAT YOU DISPUTE THE VALIDITY OF THE DEBT, OR ANY PORTION OF IT, WE WILL ASSUME THE DEBT IS VALID. IF YOU NOTIFY US, IN WRITING WITHIN 30 DAYS AFTER RECEIPT OF THIS LETTER THAT YOU DO DISPUTE THE DEBT OR ANY PORTION OF
-Continued on PAGE EIGHT

PUBLIC NOTICE

NOTICE OF SUPPLEMENTAL BUDGET HEARING

For supplemental budgets proposing a change in any fund's expenditures by more than 10 percent.

A public hearing on a proposed supplemental budget for Morrow County, Oregon for the fiscal year July 1, 2012 to June 30, 2013, will be held at the Morrow County Courthouse, 100 Court St. Heppner, OR 97836.

The hearing will take place on June 26, 2013 at 2:00 PM
The purpose of the hearing is to discuss the supplemental budget with interested persons. A copy of the supplemental budget document may be inspected or obtained on or after June 24, 2013 at

Morrow Co. Annex, 150 Rock St. Heppner, OR, between the hours of 8:00 AM and 5:00 PM

SUMMARY OF SUPPLEMENTAL BUDGET
PUBLISH ONLY THOSE FUNDS BEING MODIFIED MORE THAN 10 PERCENT

FUND:	Resource	Amount	Expenditure	Amount
Airport Fund	1 Charges for Services	\$38,902	1 Materials & Services	\$61,715
	2		2	
	3		3	
	Revised Total Resources	\$67,890	Revised Total Requirements	\$67,890

Comments: Authorizes additional materials & services expenditures in the airport fund of \$6,813 from increased charges for services in excess of the amounts originally budgeted. Increase airport fund materials & services by \$6,813 to new total of \$61,715. Total airport fund requirements now \$67,890.

FUND:	Resource	Amount	Expenditure	Amount
Fair & Rodeo Fund	1 Beginning Fund Balance	\$66,053	1 Non-Dept: Capital Outlay	\$40,983
	2 Property Taxes	\$50,721	2 Fair - Personnel Services	\$41,550
	3 Transfer From Other Fund	\$12,500	3 Contingency	\$5,000
	Revised Total Resources	\$232,349	Revised Total Requirements	\$232,349

Comments: Authorizes increased expenditures in the fair & rodeo fund of \$44,361 from additional property tax revenues received in excess of originally budgeted amounts, additional beginning fund balance in excess over the originally budgeted amount, and an additional transfer of \$7,500 from the video lottery fund due to video lottery revenues received in excess of the amount originally budgeted. Increase fair - personnel services by \$8,987, and increase non departmental capital outlay expenses by \$35,374. Reduce contingency by \$25,000 for a revised total fair fund requirements of \$232,349.

FUND:	Resource	Amount	Expenditure	Amount
Shepherds Flat Fees Fund	1 Charges for Services	\$130,499	1 Other Requirements	\$130,996
	2 Investment Earnings	\$497	2	
	3		3	
	Revised Total Resources	\$130,996	Revised Total Requirements	\$130,996

Comments: Authorizes expenditures in the shepherds flat fees fund of \$130,996 from community service fees and interest revenues received that were not anticipated at the time the original budget was adopted. Increase other requirements by \$130,996 to a new total shepherds flat fees fund requirements of \$130,996.

Published: June 19, 2013
Affidavit

PUBLIC NOTICE

NOTICE OF BUDGET HEARING

A public meeting of the Irrigon Cemetery District will be held on June 26, 2013 at 7:00 a.m. at 190 Opal Place, Irrigon, Oregon. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2013 as approved by the Irrigon Cemetery District Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at 1395 N Main St. Irrigon, OR between the hours of 8:00 a.m. and 5:00 p.m., or online at This budget is for an annual biennial budget period. This budget was prepared on a basis of accounting that is the same as different than the preceding year. If different, the major changes and their effect on the budget are:

Contact: Donald V Eppenbach Telephone number: (541) 922-3197 E-mail: depenba@msn.com

FINANCIAL SUMMARY - RESOURCES			
TOTAL OF ALL FUNDS	Actual Amounts 2011-2012	Adopted Budget This Year: 2012-2013	Approved Budget Next Year: 2013-2014
1. Beginning Fund Balance/Net Working Capital	24,951	26,000	25,000
2. Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	0	0	0
3. Federal, State & all Other Grants, Gifts, Allocations & Donations	0	0	0
4. Revenue from Bonds & Other Debt	0	0	0
5. Interfund Transfers/Internal Service Reimbursements	0	0	0
6. All Other Resources Except Current Year Property Taxes	664	740	650
7. Current Year Property Taxes Estimated to be Received	16,157	16,515	17,130
8. Total Resources - add lines 1 through 7	41,772	43,273	42,780

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION			
9. Personnel Services	0	0	0
10. Materials and Services	10,578	17,800	17,900
11. Capital Outlay	10,000	20,000	20,000
12. Debt Service	0	0	0
13. Interfund Transfers	0	0	0
14. Contingencies	0	5,473	4,880
15. Special Payments	0	0	0
16. Unappropriated Ending Balance and Reserved for Future Expenditure	0	0	0
17. Total Requirements - add lines 9 through 16	20,578	43,273	42,780

PROPERTY TAX LEVIES			
Permanent Rate Levy (Rate Limit 0.1022 Per \$1000)	Rate or Amount Imposed	Rate or Amount Imposed	Rate or Amount Approved
Local Option Levy	0.00	0.00	0.00
Levy for General Obligation Bonds	0.00	0.00	0.00

STATEMENT OF INDEBTEDNESS		
Long Term Debt	Estimated Debt Outstanding on July 1	Estimated Debt Authorized, but not Incurred on July 1
General Obligation Bonds	0	0
Other Bonds	0	0
Other Borrowings	0	0
Total	0	0

Published: June 19, 2013
Affidavit