

**PUBLIC NOTICE**

**TRUSTEE'S NOTICE OF SALE** T.S. No.: **OR-18-846533-SH** Reference is made to that certain deed made by, **ERIK WENBERG AND CYNTHIA WENBERG, AS TENANTS BY THE ENTIRETY** as Grantor to **MID-COLUMBIA TITLE COMPANY**, as trustee, in favor of **MORTGAGE ELECTRONIC SYSTEMS INC.** ("MERS"), AS NOMINEE FOR **HOMEcomings FINANCIAL NETWORK, INC., ITS SUCCESSORS AND ASSIGNS**, as Beneficiary, dated **3/19/2004**, recorded **3/29/2004**, in official records of MORROW County, Oregon in book/reel/volume No. and/or as fee/file/instrument/microfilm/reception number **2004-10568** and modified as per Modification Agreement recorded **12/4/2012** as Instrument No. **2012-31280** and subsequently assigned or transferred by operation of law to **New Residential Mortgage Loan Trust 2018-3 c/o Citibank, N.A.** covering the following described real property situated in said County, and State. **APN: 2S2627DD01900** ALL THAT FRACTION OF LOT 1, BLOCK 1, LOONEY'S ADDITION, IN THE CITY OF HEPPNER, COUNTY OF MORROW AND STATE OF OREGON LYING WEST OF JONES STREET AND THE EAST 50 FEET OF LOT 2, BLOCK 1 OF SAID LOONEY'S ADDITION; EXCEPTING THEREFROM THE SOUTH 47.2 FEET OF BOTH LOTS. Commonly known as: **595 JONES ST, HEPPNER, OR 97836** The undersigned hereby certifies that based upon business records there are no known unwritten assignments of the trust deed by the trustee or by the beneficiary and no appointments of a successor trustee have been made, except as recorded in the records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the trust deed, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.752(7). 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 86.752(3) of Oregon Revised Statutes. There is a default by grantor or other person owing an obligation, performance of which is secured by the trust deed, or by the successor in interest, with respect to provisions therein which authorize sale in the event of such provision. The default for which foreclosure is made is grantor's failure to pay when due the following sum: **TOTAL REQUIRED TO REINSTATE: \$11,684.48** **TOTAL REQUIRED TO PAYOFF: \$143,971.90** Because of interest, late charges, and other charges that may vary from day-to-day, the amount due on the day you pay may be greater. It will be necessary for you to contact the Trustee before the time you tender reinstatement or the payoff amount so that you may be advised of the exact amount you will be required to pay. By reason of the default, the

beneficiary has declared all sums owing on the obligation secured by the trust deed immediately due and payable, those sums being the following, to-wit: **The installments of principal and interest which became due on 8/1/2018, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.** Whereof, notice hereby is given that **QUALITY LOAN SERVICE CORPORATION OF WASHINGTON**, the undersigned trustee will on **2/4/2020** at the hour of **1:00 PM**, Standard of Time, as established by section 187.110, Oregon Revised Statutes, **At the Front Entrance to the Morrow County Courthouse, located at 100 South Court Street, Heppner, OR 97836** 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 Section 86.778 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. Other than as shown of record, neither the beneficiary nor the trustee has any actual notice of any person having or claiming to have any lien upon or interest in the real property hereinabove described subsequent to the interest of the trustee in the trust deed, or of any successor in interest to grantor or of any lessee or other person in possession of or occupying the property, except: Name and Last Known Address and Nature of Right, Lien or Interest Cynthia Wenberg 595 JONES ST HEPPNER, OR 97836 Original Borrower Erik Wenberg 595 JONES ST HEPPNER, OR 97836 Original Borrower **For Sale Information Call: 800-280-2832 or Login to: www.auction.com** In construing this notice, the

singular includes the plural, the word "grantor" includes any successor in interest to this grantor as well as any other person owing an obligation, the performance of which is secured by the trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any. Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by **QUALITY LOAN SERVICE CORPORATION OF WASHINGTON**. If any irregularities are discovered within 10 days of the date of this sale, the trustee will rescind the sale, return the buyer's money and take further action as necessary. If the sale is set aside for any reason, including if the Trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney. If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations. Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale. **NOTICE TO TENANTS: TENANTS OF THE SUBJECT REAL PROPERTY HAVE CERTAIN PROTECTIONS AFFORDED TO THEM UNDER ORS 86.782 AND POSSIBLY UNDER FEDERAL LAW. ATTACHED TO THIS NOTICE OF SALE, AND INCORPORATED HEREIN, IS A NOTICE TO TENANTS THAT SETS FORTH SOME OF THE PROTECTIONS THAT ARE AVAILABLE TO A TENANT OF THE SUBJECT REAL PROPERTY AND WHICH SETS FORTH CERTAIN REQUIREMENTS THAT MUST BE COMPLIED WITH BY ANY TENANT IN ORDER TO OBTAIN THE AFFORDED PROTECTION, AS REQUIRED UNDER ORS 86.771. TS No: OR-18-846533-SH Dated: 9/18/2019 Quality Loan Service Corporation of Washington, as Trustee Signature By: Timothy Donlon, Assistant Secretary Trustee's Mailing Address: Quality Loan Service Corp. of Washington 108 1st Ave South, Suite 202, Seattle, WA 98104 Toll Free: (866) 925-0241 Trustee's Physical Address: Quality Loan Service Corp. of Washington 108 1st Ave South, Suite 202, Seattle, WA 98104 Toll Free: (866) 925-0241 IDSPub #0156872**

10/16/2019 10/23/2019 10/30/2019 11/6/2019

**NOTICE TO CREDITORS**  
In the Northwest District Court, Williams County, State of North Dakota In the manner of the Estate of **LLOYD MCNARY, Deceased.** NOTICE IS HEREBY GIVEN that the undersigned has been appointed Personal Representative of the above-named estate. All persons having claims against the said deceased are required to present their claims within three months after the date of the first publication of this notice or said claims will be forever barred. Claims must be mailed to Marla J. McNary, return receipt requested, at c/o Donald L. Netzer, Netzer Law Office, 1060 South Central Ave., Ste. 2, Sidney, Montana 59270, or filed with the Clerk of the above-named Court. Dated this 23rd day of August, 2019  
Marla J. McNary, Personal Representative  
Published October 30, November 6, 13, and 20, 2019  
Affidavit

**IN THE CIRCUIT COURT OF THE STATE OF OREGON**  
For the County of Morrow Probate Department  
In the matter of the Estate of **LYLE MORGAN CANTRELL, deceased.**  
Case No: 19PBO7973  
**NOTICE TO INTERESTED PERSONS**  
NOTICE IS HEREBY GIVEN that the undersigned individual has been appointed personal representative of the estate of Lyle Morgan Cantrell, deceased. All persons having claims against the estate are required to present them, with vouchers attached, to the undersigned personal representative in care of the law office of Bendixsen Law, P.C., attorneys for the personal representative at 245 E. Main St. Suite E, Hermiston, OR 97838, within four months after the date of the first publication of this notice, or the claims may be barred. All persons whose rights may be affected by the proceedings may obtain additional information from the record of the court, the personal representative, or the attorneys for the personal representative.  
Dated and first published on October 30, 2019  
s/ Lisa Holcomb  
Personal Representative  
c/o Cameron Bendixsen, Attorney for Personal Representative  
Bendixsen Law, P.C.  
245 E Main St. Suite E  
Hermiston, OR 97838  
Tele: 541-567-5564  
Published October 30, November 6 and 13, 2019  
Affidavit

**FEE CHANGES**  
Effective January 2020, Morrow County Public Works Transfer Stations has been working from the same fee schedule for the past seven years. Due to the continual increase in cost for the County to dispose of the waste and an effort to minimize illegal dumping to occur, it is with careful consideration working with our neighboring waste collectors that the fee schedule for Morrow County residents utilizing the Morrow County Public Works Transfer Stations will be restructured to a per cubic yard charge. Effective January 2020, we feel this

is the best feasible way to charge utilizing basic hauler terms and will add some consistency between the stations since all loads include multiple products with various weights and densities. Currently with the two transfer stations, it costs the County an average of \$8.85 per cubic yard to dispose of waste. There will be a minimum fee of \$8.85 (or one cubic yard) and then charged per cubic yard for anything greater than one. The fee is restructured as the following:  
Length x Width x Height/depth = \_\_\_ divide by 27 x minimum charge \$8.85  
Examples:  
•4'x4'x1' (LWH): 0.59 cubic yards \$8.85  
•6'x6'x1' (LWH): 1.33 cubic yards \$11.50  
•8'x16'x4' (LWH): 18.96 cubic yards \$167.50  
Morrow County has two transfer stations:  
•SOUTH-END STATION, HWY 74 HEPPNER/LEXINGTON HWY, LEXINGTON  
•NORTH-END STATION, 69900 FRONTAGE LANE, BOARDMAN, OR Both transfer stations are open every Saturday and Sunday from 9:00 AM to 4:00 PM. With the changing of the fee structure, we will now be able to accept cash, check and Visa or Mastercard for your convenience. The new point of sale will provide consistency, accuracy and help with inventory of waste for our recycling and waste calculation reporting efforts. Our transfer stations offer FREE of charge disposal for recycling of newspaper, cardboard, small steel cans, small glass and aluminum, latex and/or oil based paint (no more than 5-gallon containers), electronics including computer towers, computer screens, key boards, printers, handheld radios, fax machines, tablets, telephones, cell phones, stereo and copiers. In addition, the disposal of large household items is FREE of charge. Examples of these are sofa/couch, love seat, chair/large chair, mattresses, box springs, toilets, sinks kitchen/bath, bathtubs, refrigerator, freezer, water heaters, stove/range, washers and dryers. We appreciate your continued efforts in helping to keep our county garbage free! You can also be an active member in the solid waste solutions of our county by becoming a member of our Solid Waste Advisory Committee (SWAC). SWAC meets four times a year and meetings are open to the public. By becoming a member or attending the meetings, it allows you to participate in different issues such as rates, services offered and/or how the transfer systems operate. If you have any questions and/or concerns please let us know by emailing [spointer@co.morrow.or.us](mailto:spointer@co.morrow.or.us) or calling 541-989-8166. Published November 6, 13, 20 and 27, December 4, 11, 18, and 25, 2019

**PUBLIC NOTICE**  
Morrow County is seeking three volunteers to serve on the Morrow County Planning Commission: one for the greater Heppner area, one for the greater lone area and, one At-Large. Planning Commissioners serve four-year terms, this recruitment is to fill a term which would end December 31, 2023. The Planning Commission generally meets once a month, alternating meeting locations between Heppner and Boardman. Duties of the Planning Commission include approving land use actions, maintaining the county's subdivision and zoning ordinance, and working with the County Board of Commissioners to manage the county's land use Comprehensive Plan. Interested parties residing in Morrow County who are interested in taking a more active part in land use planning in the county are encouraged to submit a letter of interest to the Morrow County Planning Department, PO Box 40, Irrigon, OR 97844, by 5pm Friday, December 6, 2019. DATED this 31st day of October 2019  
MORROW COUNTY PLANNING DEPARTMENT  
Published: November 13th & 20th, 2019  
Affidavit

**ADVERTISEMENT FOR BIDS MORROW COUNTY, OREGON NEXTERA ENERGY RESOURCES - WHEATRIDGE ROAD IMPROVEMENTS - 2019**  
Morrow County P.O. Box 428 / 365 West Highway 74 Lexington, Oregon 97839 Morrow County, Oregon, invites Bids for the construction of Nextera Energy Resources - Wheatridge Road Improvements - 2019. The Work for this Contract involves various road improvements to County roads, including intersection widening at eight intersections, construction of 31 roadway approaches, reconstruction of approximately 2,900 linear feet of Strawberry East Road, installation of approximately 1,500 feet of 18-inch culvert, 300 feet of 24-inch culvert, and 75 feet of 72-inch culvert. The Work includes, but is not limited to, traffic control, erosion control, earthwork, aggregate base and asphalt concrete paving, and other Work specified and/or shown on the Drawings. Sealed Bids for the described Project will be received by Morrow County at the office of Morrow County Public Works Department at P.O. Box 428 / 365 West Highway 74, Lexington, Oregon 97839 until 2:00 p.m., local time, November 21, 2019, at which time the Bids received will be publicly opened and read. The Contract is subject to the applicable provisions of ORS 279C.800 through ORS 279C.870, the Oregon Prevaling Wage Law. This Project is being funded in part through Morrow County. Bid security shall be furnished in accordance with the Instructions to Bidders. The Issuing Office for the Bidding Documents is: Andy Lindsey, P.E., Anderson Perry & Associates,  
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