

PUBLIC NOTICE

relevant documents will be available on or before February 14, 2024. For more information, please contact Tamra Mabbott by email at tmabbott@co.morrow.or.us or by phone at (541) 922-4624. DATED this 26th day of January, 2024 MORROW COUNTY PLANNING DEPARTMENT Publish Date: East Oregonian - January 30th, 2023 Gazette Times - January 31st, 2023 Published: January 31, 2024 affid lc

NOTICE of Rural Fire District meeting: A public meeting of the Heppner Rural Fire Protection District, Morrow County, Oregon, will be held on Tuesday, February 13, 2024 at 7:00 pm at 911 Riverside Avenue, Heppner, Oregon (HRFPD Fire Hall). This will include the Annual Joint Meeting between the Heppner City Volunteer Fire Department and the Heppner Rural Fire Protection District. The purpose of this meeting is to receive information, discuss topics pertinent to both entities, and to share issues and concerns relating to the contractual relationship between the two parties. The public is invited to attend. Published January 31, February 7, 2024 affid 2c

The City Council of the City of Heppner hereby gives notice of its intent to hold a Work Session on Monday, February 12, 2024, at 6:00 PM in the Council Chambers at Heppner City Hall. The meeting will be held prior to our regular monthly City Council Meeting to commence at 7:00 PM. The purpose of said Work Session will be to review upcoming infrastructure projects with Anderson Perry, Engineer of Record. Questions concerning said Work Session may be directed to the City Manager at City of Heppner, P.O. Box 756, Heppner, Oregon (541) 676-9618 or electronically to manager@cityof-heppner.org Published January 31, February 7, 2024 Affid 2c

TRUSTEE'S NOTICE OF SALE TS No.: 164788 APN: 3103 Reference is made to that certain deed made by Ruben S. Zepeda Sanchez, a married man as Grantor to Fidelity National Title Insurance, as Trustee, in favor of U.S. Bank N.A. U.S. Bank N.A. as Beneficiary, dated 12/02/2014, recorded 12/08/2014, in the official records of Morrow County, Oregon as Instrument No.2014-35224 in Book xx, Page xx covering the following described real property situated in said County and State, to wit: Lots 20, 21 and 23, Block 39, Irrigon, in the City of Irrigon, County of Morrow and State of Oregon. Commonly known as: 600 NE Oregon Ave, Irrigon, OR 97844 The current beneficiary is U.S. BANK NATIONAL ASSOCIATION pursuant to deed of trust recorded on 12/8/2014 as Inst No. 2014-35224 in the records of Morrow, Oregon. The beneficiary has elected and directed successor trustee 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: the default for which the foreclosure is made is the grantor's failure to: Make the monthly payments commencing with the payment due on 04/01/2022 and continuing each month until this trust deed is reinstated or goes to trustee's sale; plus a late charge on each installment not paid within fifteen

days following the payment due date; trustee's fees and other costs and expenses associated with this foreclosure and any further breach of any term or condition contained in subject note and deed of trust. 1. By the reason of said default the beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being the following, to wit: Principal balance of: \$111686.1; 2. Interest through 12/12/2023 in the amount of: \$8,449.58 3. Escrow Advances in the amount of: \$4,961.31 4. Late Charges in the Amount of: \$79.80 5. Recoverable Balance in the amount of: \$1,374.20 6. Together with the interest thereon at the rate 4.2500000% per annum until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust. The principal sum of \$111,686.10 together with the interest thereon at the rate 4.2500000% per annum from 03/01/2022 until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust. Whereof, notice hereby is given that the undersigned trustee will on 04/23/2024 at the hour of 1:00 PM, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at the front entrance of the Courthouse, 100 South Court Street, Heppner, 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 the sale. In construing this, the masculine gender includes the feminine and the successor in interest to the grantor as well as any other person owing obligation, the performance of which is secured by said trust deed; 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 The Mortgage Law Firm, LLC. 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. 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 there is a default. This shall serve as notice that the beneficiary shall be conducting property inspections on the referenced property. 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 RESIDENTIAL TENANTS The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 04/23/2024 (date). 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: • 60 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A FIXED TERM LEASE; OR • AT LEAST 30 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A MONTH-TO-MONTH OR WEEK-TO-WEEK RENTAL AGREEMENT. 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 30 days, even though you have a fixed term lease with more than 30 days left. You must be provided with at least 30 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 30 or 60 days. 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 30 or 60 days. 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 included with this notice. 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. Information about whom to contact for free legal assistance is included with this

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notice. OREGON STATE BAR, 16037 S.W. Upper Boones Ferry Road, Tigard Oregon 97224, Phone (503) 620-0222, Toll-free 1-800-452-8260 Website: <http://www.oregon-lawhelp.org> NOTICE TO VETERANS If the recipient of this notice is a veteran of the armed forces, assistance may be available from a county veterans' service officer or community action agency. Contact information for a service officer appointed for the county in which you live and contact information for a community action agency that serves the area where you live may be obtained by calling a 2-1-1 information service. The Fair Debt Collection Practices Act requires that we state the following: this is an attempt to collect, 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. This letter is intended to exercise the note holders rights against the real property only. The Successor Trustee, The Mortgage Law Firm, LLC, has authorized the undersigned attorney to execute the document on the Successor Trustee's behalf as allowed under ORS 86.713(8). Dated: 12/28/23 The Mortgage Law Firm, LLC By: Jason L. Cotton, Attorney The Mortgage Law Firm, LLC 650 NE Holiday St., Suite 1600 Portland, OR 97232 Phone number for the Trustee: (971) 270-1230 A-4806185 01/10/2024, 01/17/2024, 01/24/2024, 01/31/2024 Published January 10, 17, 24, 31, 2024 Affid 4c

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NOTICE OF SHERIFF'S SALE On March 7, 2024 at the hour of 11 am at the Lobby Doors inside the Morrow County Court House, 100 N Court St, Heppner, OR 97836, the defendant's interest will be sold, subject to redemption, in the real property commonly known as: 595 SE 13TH STREET, IRRIGON, OR 97844. The court case number is 22CV37958, CAR-RINGTON MORTGAGE SERVICES, LLC, Plaintiff and THE ESTATE OF KENNETH R. ELWARD; THE UNKNOWN HEIRS, ASSIGNS AND DEWISEES OF KENNETH R. ELWARD; MARY KATHERINE PERINE; SARA NOLAN; TAZIE ELWARD; KEITH MARTIN ELWARD; MICHAELA ELWARD AKA SHAYLA ELWARD; SECRETARY OF HOUSING AND URBAN DEVELOPMENT; AND ALL OTHER PERSONS OR PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE REAL PROPERTY COMMONLY KNOWN 595 SE 13TH STREET IRRIGON, OREGON 97844, Defendants. The sale is a public auction to the highest bidder for cash or cashier's check, in hand, made out to Morrow County Sheriff's Office. For more information on this sale go to: <http://oregonsheriffssales.org> Published January 31, February 7, 14, 21, 2024 affid 4c

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