



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: May 25, 2022

Department: Finance

Agenda Planning Date: 5/19/2022

Time required: 5 Min

☐ Audio/Visual aids

Contact: John Carlson

Phone: 503-373-4364

Department Head Signature:

TITLE

Consider approval of the following four land sale contracts for the properties sold at public auction on 4/25/2022

Issue, Description & Background

Marion County held a public auction to conduct the sale of tax foreclosed properties which transferred, through the tax foreclosure process, to Marion County Finance on January 4, 2022. Pursuant to an order of the Board #22-030, dated March 16, 2022 Marion County conducted a public auction in accordance with ORS 275.110 in order to sell the following five tax accounts. The auction results are as follows:

Tax account 521103 - 11863 SILVERTON RD NE SILVERTON, OR 97381
Min bid \$130,700
RMV \$174,190
Sales price \$245,000

Tax account 559911 - 4597 LISA ST NE SALEM, OR 97305
Min bid \$209,600
RMV 279,440
Sales price \$352,000

Tax accounts 597968 & 597970 - 20898 HIGHWAY 99E NE AURORA, OR 97002
Min bid \$142,200
Combined RMV: \$189,400
Sales price \$170,000

Tax account 106178 - 1703 LAUREL AVE WOODBURN, OR 97071
Min bid \$75,000
RMV \$100,000
Sales price \$156,000

The total sales for this auction amount to \$923,000, with \$234,250 being received in down payments and the remaining \$688,750 to be paid by land sales contract over the next ten years at 6.5% interest. These funds will be dispersed between the taxing districts and Marion County. The land sale contracts between these high bidders and the County are before the Board of Commissioners for consideration.

Financial Impacts:

The revenue from the sale of these tax foreclosed properties is \$923,000. These funds will be dispersed between the taxing districts and Marion County. The sales will also transfer these properties back onto the tax rolls, generating additional revenue for the county and taxing districts. Marion County will also be relieved of any future liabilities regarding these properties.



MARION COUNTY BOARD OF COMMISSIONERS

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Impacts to Department & External Agencies	Marion County is no longer responsible or liable for any maintenance, upkeep or care which these properties might require.
Options for Consideration:	1. Approve the sale of the listed Tax Foreclosed Properties that sold at Public Auction 2. Deny the sale of the listed Tax Foreclosed Properties that sold at Public Auction 3. Postpone the approval of the listed Tax Foreclosed Properties sold at Public Auction to a later date.
Recommendation:	Marion County Finance recommends approving the land sale contracts of the above listed Tax Foreclosed Properties that were sold at Public Auction on April 25, 2022.
List of attachments:	One-Slide property descriptions Land Sale Contracts
Presenter:	John Carlson

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:	John Carlson - jcarlson@co.marion.or.us
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Tax Lot #: 071W04B000600

Tax Account #: 521103

Real Market Value: \$174,190

Minimum Bid: \$130,700

Zoned: EFU

Acres: 1.36 AC

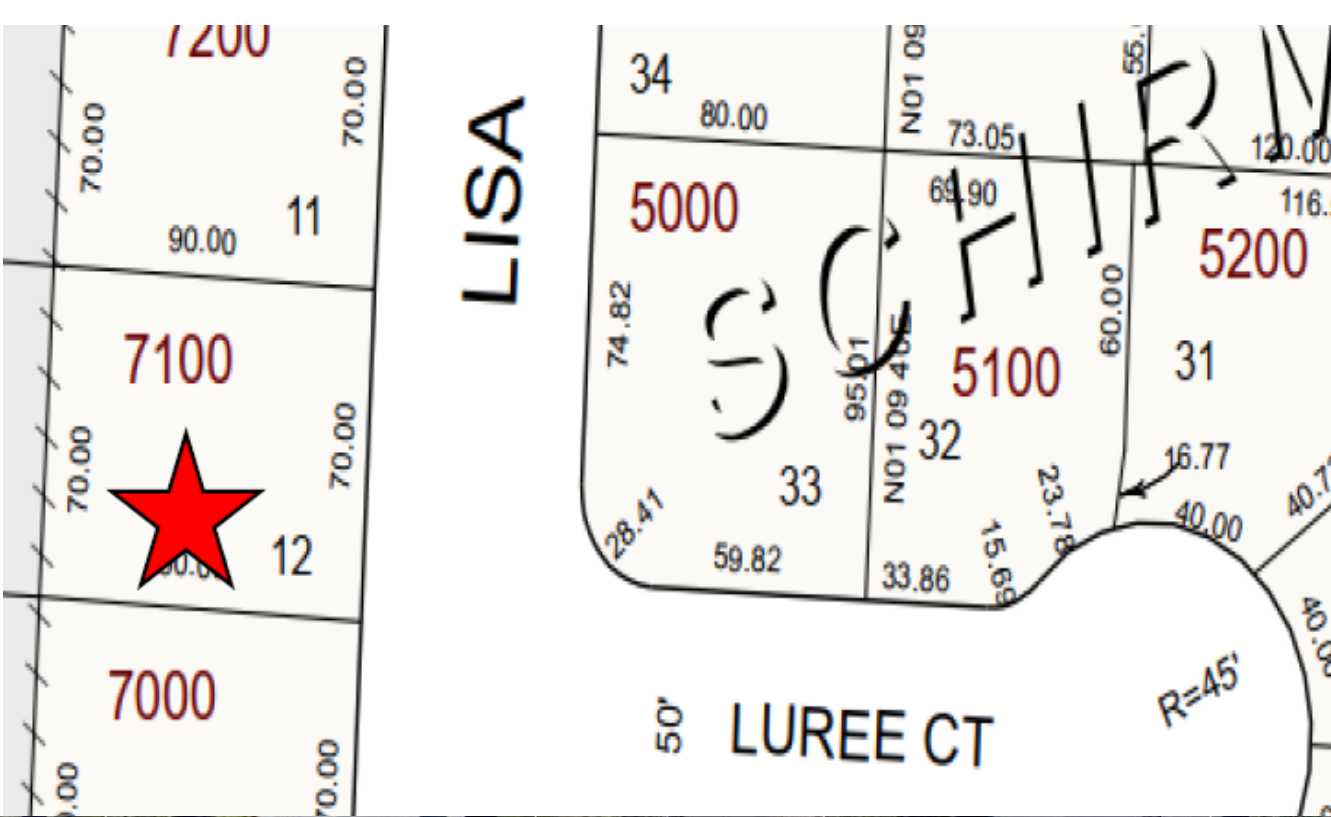
Location:

11863 Silverton Rd NE,
Silverton, OR 97381

Taxes and Expenses:

Tax lien: \$9,482.29

SOLD: \$245,000



Tax Lot #: 072W06DD07100

Tax Account #: 559911

Real Market Value: \$279,440

Minimum Bid: \$209,600

Zoned: RS

Acres: .15 AC

Location:

4597 Lisa St., Salem, OR 97305

Taxes and Expenses:

Tax lien: \$22,393.69

SOLD: \$352,000



Tax Lot #: 041W13CA04400

Tax Account #: 597968

Real Market Value: \$176,360

Minimum Bid: \$132,270

Zoned: R2

Acres: .11 AC

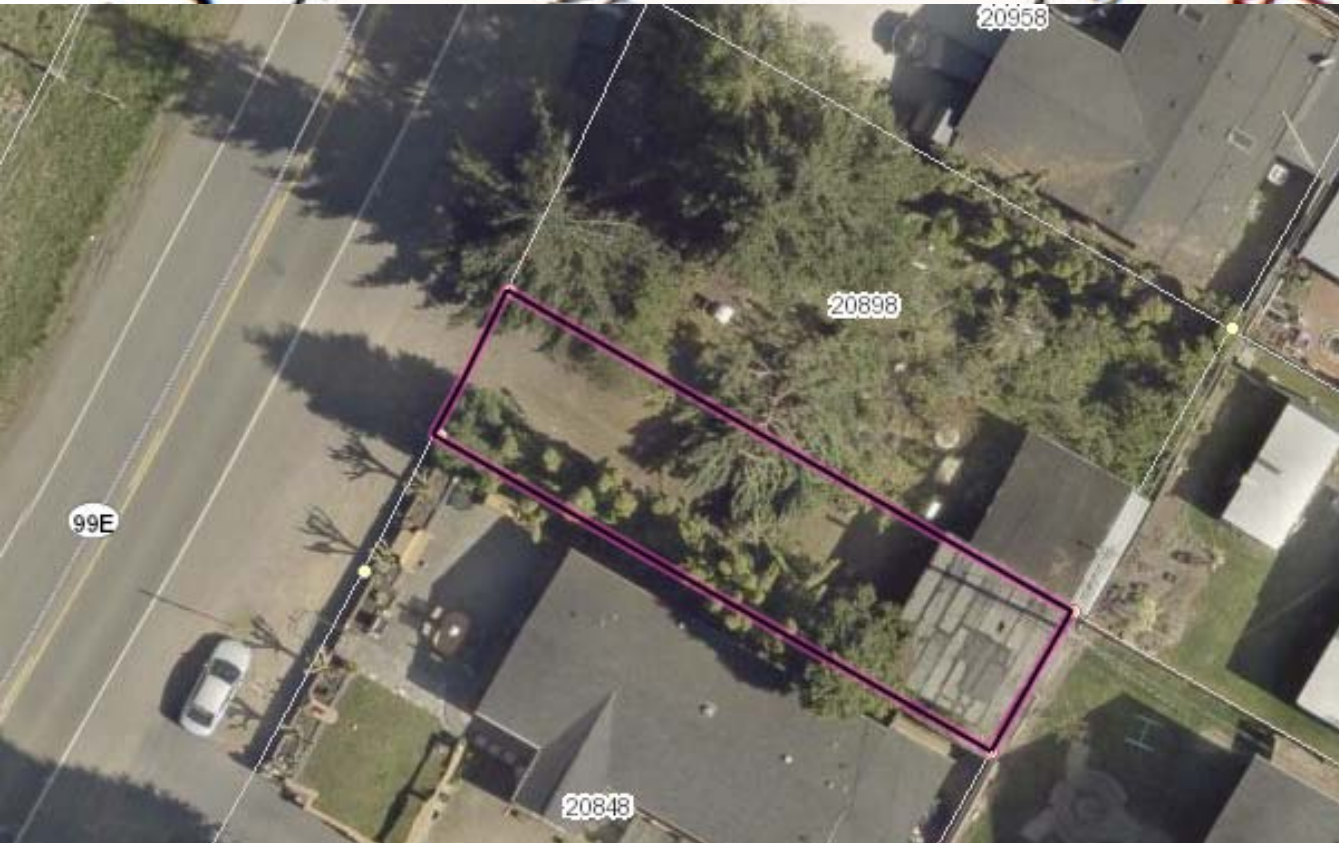
Location:

20898 Highway 99E NE, Aurora,
OR 97002

Taxes and Expenses:

Tax lien: \$8,554.34

SOLD with 597970 for a
combined: \$170,000



Tax Lot #: 041W13CA04500

Tax Account #: 597970

Real Market Value: \$13,130

Minimum Bid: \$9,848

Zoned: R2

Acres: .06 AC

Location:

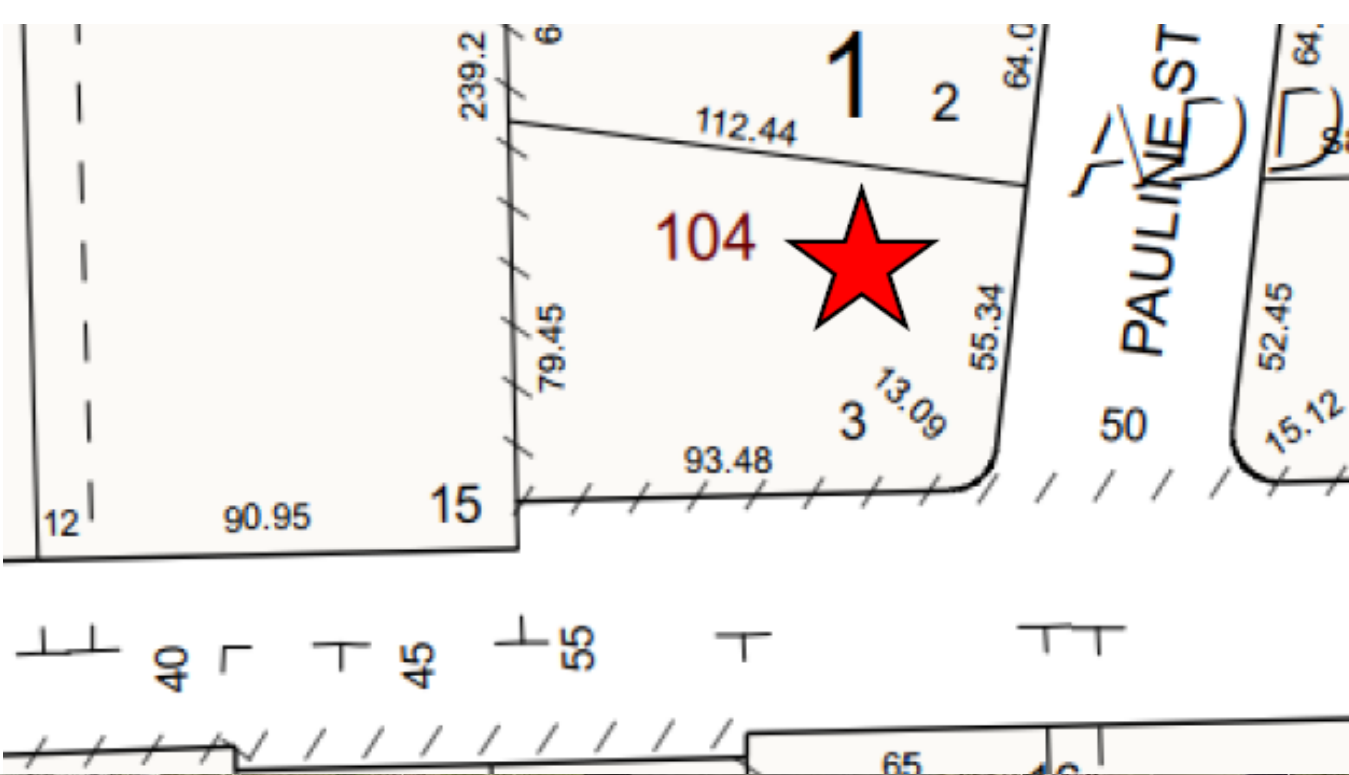
Adjacent to:

20898 Highway 99E NE
Aurora, OR 97002

Taxes and Expenses:

Tax lien: \$593.36

SOLD with 597968 for a
combined: \$170,000



Tax Lot #: 051W17BD00104

Tax Account #: 106178

Real Market Value: \$100,000

Minimum Bid: \$75,000

Zoned: RS

Acres: .17 AC

Location:

1703 Laurel Avenue,
Woodburn, OR 97071

Taxes and Expenses:

Tax lien: \$22,031.57

SOLD: 156,000



CONTRACT OF SALE

THIS AGREEMENT is made and entered into this 25th day of May, 2022, between **MARION COUNTY**, a political subdivision of the State of Oregon, designated the Seller, and **Arlen and Kinzie Stadel** designated the Purchaser.

Until a change is requested, all tax statements shall be sent to the following address:

**After Recording Return To: Arlen and Kinzie Stadel
11863 Silverton Rd. NE
Silverton, OR 97381**

IN CONSIDERATION of the covenants and agreements herein, **Seller** agrees to sell, and **Purchaser** agrees to buy, that certain parcel of land located in the County of Marion, State of Oregon, described as follows: Tax Account **#521103**

The real property described in Volume 747 Page 82 of the Marion County Real Property Deed Records.

Commonly known as: 11863 Silverton Rd. NE, Silverton, OR 97381

PRICE: Purchaser agrees to pay **\$245,000.00** for said property, **Tax Account #521103**.

a) Purchaser has previously paid to the Seller the sum of **\$61,250.00** in a cash transaction.

This sum shall be applied to the purchase price.

b) Interest on the remaining balance of **\$183,750.00** shall accrue at the rate of 6.50% per annum.

The unpaid balance of the purchase price shall be paid in **120** monthly installments of **\$2,090.00** each, including interest, with the first installment due by **July 5th, 2022** with subsequent installments due on the **5th** day of each month thereafter. Purchaser may repay all or

any portion of the unpaid principal without penalty. Each payment shall be applied to interest to date of payment and the remainder applied to the principal.

WAIVER: Seller may accept from purchaser payments smaller than specified, without waiving any breach of this agreement. Nor shall Seller have waived its right to insist upon strict compliance by the Purchaser with the terms of this agreement. Seller may proceed to its remedies under this contract, and any consideration so extended to the Purchaser shall be accepted by Purchaser as a courtesy only.

TAXES, INSURANCE, LIENS: Purchaser shall promptly pay all taxes which may hereafter be levied against the property, and all other public charges which may now be, or hereafter become, liens on the property, before delinquency. **Purchaser shall keep the building, now upon or which may be erected upon the property, insured with standard extended coverage endorsements against fire with an insurance company satisfactory to the Seller, in an amount equal to the true cash value of said property on the Marion County tax roll. The purchaser shall add Marion County as an additional insured on the insurance policy written on a separate endorsement or blanket endorsement in policy. The certificate of insurance shall be filed with Marion County Finance - Property Management.** Any work to be completed on the property must obtain permits as required by law. In case of loss, Purchaser shall notify Seller immediately. Seller may make proof of loss if Purchaser fails to do so within 15 days of the loss. Losses, if any, shall be payable to Seller, as its interest may appear. Purchaser shall not suffer or permit the property to become subject to any liens, charges, or encumbrances of any kind, having precedence over the rights of Seller in and to the property.

WASTE, ASSIGNMENT: Purchaser shall not commit or suffer any strip or waste of or on the property. This contract shall be binding upon and inure to the benefit of the parties, their

successors and assigns. Purchaser shall not assign this contract or lease or transfer the property without the written consent of Seller. Seller shall not unreasonably withhold consent. This agreement and any assignment or transfer of it shall be filed with the Marion County Clerk.

REPRESENTATIONS: This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

The property described in this instrument may not be within a fire protection district protecting structures. The property is subject to land use laws and regulations, which, in farm or forest zones, may not authorize construction or siting a residence. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and existence of fire protection for structures.

The property described in this instrument may contain environmental hazards, contamination, and/or wetlands. Seller assumes no responsibility and is in no way liable for any clean-up, abatement, mitigation, remediation, or other actions in connection with these possible conditions.

BREACH: It shall be a breach of this agreement if Purchaser fails or refuses to perform any of its obligations under this agreement, including the timely payment of all sums to Seller when due and payable, within 20 days after Seller sends written notice by mail, postage prepaid, to Purchaser at its address stated herein, or such address as Purchaser may later designate in writing.

If Purchaser fails or refuses to cure the breach within the 20 days allowed, Seller may, by order made and entered on its records, declare the breach, declare the whole amount of principal and interest unpaid immediately due and payable, and cancel this agreement. A certified copy of the order shall be served on Purchaser as summons is served by the Sheriff, if Purchaser is found within Marion County. If Purchaser is not found within Marion County, then the order shall be served by registered mail or by certified mail with return receipt at the last known address of Purchaser. Unless Purchaser has filed an appeal from the order to the Marion County Circuit Court within 20 days after service, the order shall become absolute and the property forfeited.

UPON FORFEITURE, Seller shall be entitled to immediate possession of the property, without any process of law, and all payments made by Purchaser pursuant to this agreement shall be forfeited and retained by Seller as the agreed, reasonable rent of the property. After cancellation and forfeiture, Seller may sell the property again without notice.

This remedy is prescribed by **ORS 275.190 and ORS 275.220**, and is in addition to any other lawful right or remedy of Seller on breach of this agreement by Purchaser.

DEED: Seller, upon receiving full payment as set forth in this agreement, shall execute and deliver to Purchaser, or to his assigns, a **QUITCLAIM DEED** conveying to Purchaser all the right, title and interest of Seller in the property.

INDEMNIFICATION: Purchaser shall defend, indemnify and hold Seller harmless from any claim, loss or liability arising out of Purchaser's possession or use of the property, or any condition of the property.

INTEGRATION: This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations, oral or written, not specified herein regarding this agreement.

PURCHASER

ARLEN AND KINZIE STADELI

SELLER

**MARION COUNTY
BOARD OF COMMISSIONERS**

PRINT NAME

SIGNATURE

PRINT NAME

SIGNATURE

ADDRESS

ADDRESS

PHONE #

STATE OF OREGON) ss.
County of Marion)
This instrument was acknowledged before
me on this ____ day of _____, 2022, by

Arlen and Kinzie Stadel

By _____
Notary Public for Oregon

CHAIR

COMMISSIONER

COMMISSIONER

STATE OF OREGON) ss.
County of Marion)

This instrument was acknowledged before
me on this ____ day of _____, 2022 by

as Marion County Commissioners.

By _____
Notary Public of Oregon:

CONTRACT OF SALE

THIS AGREEMENT is made and entered into this 25th day of May, 2022, between **MARION COUNTY**, a political subdivision of the State of Oregon, designated the Seller, and **Juan and Rubisela Plata** designated the Purchasers.

Until a change is requested, all tax statements shall be sent to the following address:

**After Recording Return To: Juan and Rubisela Plata
4426 Cheryl Ct. NE
Salem, OR 97305**

IN CONSIDERATION of the covenants and agreements herein, **Seller** agrees to sell, and **Purchaser** agrees to buy, that certain parcel of land located in the County of Marion, State of Oregon, described as follows: Tax Account **#559911**

LOT 12, SCHIRMAN ESTATES, Marion County, Oregon

Commonly known as: 4597 Lisa St. NE, Salem, OR97305

PRICE: Purchaser agrees to pay **\$352,000.00** for said property, **Tax Account #559911**.

a) Purchaser has previously paid to the Seller the sum of **\$88,000.00** with cashier's check #158064.

This sum shall be applied to the purchase price.

b) Interest on the remaining balance of **\$264,000.00** shall accrue at the rate of 6.50% per annum.

The unpaid balance of the purchase price shall be paid in **120** monthly installments of **\$3,000.00** each, including interest, with the first installment due by **July 5th, 2022** with subsequent installments due on the **5th** day of each month thereafter. Purchaser may repay all or

any portion of the unpaid principal without penalty. Each payment shall be applied to interest to date of payment and the remainder applied to the principal.

WAIVER: Seller may accept from purchaser payments smaller than specified, without waiving any breach of this agreement. Nor shall Seller have waived its right to insist upon strict compliance by the Purchaser with the terms of this agreement. Seller may proceed to its remedies under this contract, and any consideration so extended to the Purchaser shall be accepted by Purchaser as a courtesy only.

TAXES, INSURANCE, LIENS: Purchaser shall promptly pay all taxes which may hereafter be levied against the property, and all other public charges which may now be, or hereafter become, liens on the property, before delinquency. **Purchaser shall keep the building, now upon or which may be erected upon the property, insured with standard extended coverage endorsements against fire with an insurance company satisfactory to the Seller, in an amount equal to the true cash value of said property on the Marion County tax roll. The purchaser shall add Marion County as an additional insured on the insurance policy written on a separate endorsement or blanket endorsement in policy. The certificate of insurance shall be filed with Marion County Finance - Property Management.** Any work to be completed on the property must obtain permits as required by law. In case of loss, Purchaser shall notify Seller immediately. Seller may make proof of loss if Purchaser fails to do so within 15 days of the loss. Losses, if any, shall be payable to Seller, as its interest may appear. Purchaser shall not suffer or permit the property to become subject to any liens, charges, or encumbrances of any kind, having precedence over the rights of Seller in and to the property.

WASTE, ASSIGNMENT: Purchaser shall not commit or suffer any strip or waste of or on the property. This contract shall be binding upon and inure to the benefit of the parties, their

successors and assigns. Purchaser shall not assign this contract or lease or transfer the property without the written consent of Seller. Seller shall not unreasonably withhold consent. This agreement and any assignment or transfer of it shall be filed with the Marion County Clerk.

REPRESENTATIONS: This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

The property described in this instrument may not be within a fire protection district protecting structures. The property is subject to land use laws and regulations, which, in farm or forest zones, may not authorize construction or siting a residence. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and existence of fire protection for structures.

The property described in this instrument may contain environmental hazards, contamination, and/or wetlands. Seller assumes no responsibility and is in no way liable for any clean-up, abatement, mitigation, remediation, or other actions in connection with these possible conditions.

BREACH: It shall be a breach of this agreement if Purchaser fails or refuses to perform any of its obligations under this agreement, including the timely payment of all sums to Seller when due and payable, within 20 days after Seller sends written notice by mail, postage prepaid, to Purchaser at its address stated herein, or such address as Purchaser may later designate in writing.

If Purchaser fails or refuses to cure the breach within the 20 days allowed, Seller may, by order made and entered on its records, declare the breach, declare the whole amount of principal and interest unpaid immediately due and payable, and cancel this agreement. A certified copy of the order shall be served on Purchaser as summons is served by the Sheriff, if Purchaser is found within Marion County. If Purchaser is not found within Marion County, then the order shall be served by registered mail or by certified mail with return receipt at the last known address of Purchaser. Unless Purchaser has filed an appeal from the order to the Marion County Circuit Court within 20 days after service, the order shall become absolute and the property forfeited.

UPON FORFEITURE, Seller shall be entitled to immediate possession of the property, without any process of law, and all payments made by Purchaser pursuant to this agreement shall be forfeited and retained by Seller as the agreed, reasonable rent of the property. After cancellation and forfeiture, Seller may sell the property again without notice.

This remedy is prescribed by **ORS 275.190 and ORS 275.220**, and is in addition to any other lawful right or remedy of Seller on breach of this agreement by Purchaser.

DEED: Seller, upon receiving full payment as set forth in this agreement, shall execute and deliver to Purchaser, or to his assigns, a **QUITCLAIM DEED** conveying to Purchaser all the right, title and interest of Seller in the property.

INDEMNIFICATION: Purchaser shall defend, indemnify and hold Seller harmless from any claim, loss or liability arising out of Purchaser's possession or use of the property, or any condition of the property.

INTEGRATION: This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations, oral or written, not specified herein regarding this agreement.

PURCHASER

JUAN AND RUBISELA PLATA

SELLER

**MARION COUNTY
BOARD OF COMMISSIONERS**

PRINT NAME

SIGNATURE

PRINT NAME

SIGNATURE

ADDRESS

ADDRESS

PHONE #

STATE OF OREGON) ss.
County of Marion)
This instrument was acknowledged before
me on this ____ day of _____, 2022, by

Juan and Rubisela Plata

By _____
Notary Public for Oregon

CHAIR

COMMISSIONER

COMMISSIONER

STATE OF OREGON) ss.
County of Marion)
This instrument was acknowledged before
me on this ____ day of _____, 2022 by

as Marion County Commissioners.

By _____
Notary Public of Oregon:

CONTRACT OF SALE

THIS AGREEMENT is made and entered into this 25th day of May, 2022, between **MARION COUNTY**, a political subdivision of the State of Oregon, designated the Seller, and **Alejandro and Teresa Soto** designated the Purchaser.

Until a change is requested, all tax statements shall be sent to the following address:

**After Recording Return To: Alejandro and Teresa Soto
 1166 Redwood St NW
 Salem, OR 97304**

IN CONSIDERATION of the covenants and agreements herein, **Seller** agrees to sell, and **Purchaser** agrees to buy, that certain parcel of land located in the County of Marion, State of Oregon, described as follows: Tax Accounts **#597968 & 597970**

The real property described in Reel 935 Page 228 of the Marion County Real Property Deed Records.

Commonly known as: 20898 Highway 99E NE, Aurora, OR 97002

PRICE: Purchaser agrees to pay **\$170,000.00** for said property, **Tax Accounts #597968 & 957970.**

a) Purchaser has previously paid to the Seller the sum of **\$45,000.00** with cashier's check #158024.

This sum shall be applied to the purchase price.

b) Interest on the remaining balance of **\$125,000.00** shall accrue at the rate of 6.50% per annum.

The unpaid balance of the purchase price shall be paid in **120** monthly installments of **\$1,420.00** each, including interest, with the first installment due by **July 5th, 2022** with

subsequent installments due on the **5th** day of each month thereafter. Purchaser may repay all or any portion of the unpaid principal without penalty. Each payment shall be applied to interest to date of payment and the remainder applied to the principal.

WAIVER: Seller may accept from purchaser payments smaller than specified, without waiving any breach of this agreement. Nor shall Seller have waived its right to insist upon strict compliance by the Purchaser with the terms of this agreement. Seller may proceed to its remedies under this contract, and any consideration so extended to the Purchaser shall be accepted by Purchaser as a courtesy only.

TAXES, INSURANCE, LIENS: Purchaser shall promptly pay all taxes which may hereafter be levied against the property, and all other public charges which may now be, or hereafter become, liens on the property, before delinquency. **Purchaser shall keep the building, now upon or which may be erected upon the property, insured with standard extended coverage endorsements against fire with an insurance company satisfactory to the Seller, in an amount equal to the true cash value of said property on the Marion County tax roll. The purchaser shall add Marion County as an additional insured on the insurance policy written on a separate endorsement or blanket endorsement in policy. The certificate of insurance shall be filed with Marion County Finance - Property Management.** Any work to be completed on the property must obtain permits as required by law. In case of loss, Purchaser shall notify Seller immediately. Seller may make proof of loss if Purchaser fails to do so within 15 days of the loss. Losses, if any, shall be payable to Seller, as its interest may appear. Purchaser shall not suffer or permit the property to become subject to any liens, charges, or encumbrances of any kind, having precedence over the rights of Seller in and to the property.

WASTE, ASSIGNMENT: Purchaser shall not commit or suffer any strip or waste of or on the property. This contract shall be binding upon and inure to the benefit of the parties, their successors and assigns. Purchaser shall not assign this contract or lease or transfer the property without the written consent of Seller. Seller shall not unreasonably withhold consent. This agreement and any assignment or transfer of it shall be filed with the Marion County Clerk.

REPRESENTATIONS: This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

The property described in this instrument may not be within a fire protection district protecting structures. The property is subject to land use laws and regulations, which, in farm or forest zones, may not authorize construction or siting a residence. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and existence of fire protection for structures.

The property described in this instrument may contain environmental hazards, contamination, and/or wetlands. Seller assumes no responsibility and is in no way liable for any clean-up, abatement, mitigation, remediation, or other actions in connection with these possible conditions.

BREACH: It shall be a breach of this agreement if Purchaser fails or refuses to perform any of its obligations under this agreement, including the timely payment of all sums to Seller when due and payable, within 20 days after Seller sends written notice by mail, postage prepaid,

to Purchaser at its address stated herein, or such address as Purchaser may later designate in writing.

If Purchaser fails or refuses to cure the breach within the 20 days allowed, Seller may, by order made and entered on its records, declare the breach, declare the whole amount of principal and interest unpaid immediately due and payable, and cancel this agreement. A certified copy of the order shall be served on Purchaser as summons is served by the Sheriff, if Purchaser is found within Marion County. If Purchaser is not found within Marion County, then the order shall be served by registered mail or by certified mail with return receipt at the last known address of Purchaser. Unless Purchaser has filed an appeal from the order to the Marion County Circuit Court within 20 days after service, the order shall become absolute and the property forfeited.

UPON FORFEITURE, Seller shall be entitled to immediate possession of the property, without any process of law, and all payments made by Purchaser pursuant to this agreement shall be forfeited and retained by Seller as the agreed, reasonable rent of the property. After cancellation and forfeiture, Seller may sell the property again without notice.

This remedy is prescribed by **ORS 275.190 and ORS 275.220**, and is in addition to any other lawful right or remedy of Seller on breach of this agreement by Purchaser.

DEED: Seller, upon receiving full payment as set forth in this agreement, shall execute and deliver to Purchaser, or to his assigns, a **QUITCLAIM DEED** conveying to Purchaser all the right, title and interest of Seller in the property.

INDEMNIFICATION: Purchaser shall defend, indemnify and hold Seller harmless from any claim, loss or liability arising out of Purchaser's possession or use of the property, or any condition of the property.

INTEGRATION: This agreement constitutes the entire agreement between the parties.

There are no understandings, agreements, representations, oral or written, not specified herein regarding this agreement.

PURCHASER

ALEJANDRO AND TERESA SOTO

SELLER

**MARION COUNTY
BOARD OF COMMISSIONERS**

PRINT NAME

SIGNATURE

PRINT NAME

SIGNATURE

ADDRESS

ADDRESS

PHONE #

STATE OF OREGON) ss.
County of Marion)

This instrument was acknowledged before
me on this ____ day of _____, 2022, by

Alejandro and Teresa Soto

By _____
Notary Public for Oregon

CHAIR

COMMISSIONER

COMMISSIONER

STATE OF OREGON) ss.
County of Marion)

This instrument was acknowledged before
me on this ____ day of _____, 2022 by

as Marion County Commissioners.

By _____
Notary Public of Oregon:

CONTRACT OF SALE

THIS AGREEMENT is made and entered into this 25th day of May, 2022, between **MARION COUNTY**, a political subdivision of the State of Oregon, designated the Seller, and **Alejandra Garcia** designated the Purchaser.

Until a change is requested, all tax statements shall be sent to the following address:

**After Recording Return to: Alejandra Garcia
5975 SE 25th CT
Gresham, OR 97080**

IN CONSIDERATION of the covenants and agreements herein, **Seller** agrees to sell, and **Purchaser** agrees to buy, that certain parcel of land located in the County of Marion, State of Oregon, described as follows: Tax Account **#106178**

Lot 3, Block 1, CAROLYN ADDITION, Marion County, Oregon.

Commonly known as: 1703 Laurel Avenue, Woodburn, OR 97071

PRICE: Purchaser agrees to pay **\$156,000.00** for said property, **Tax Account #106178**.

- a) Purchaser has previously paid to the Seller the sum of **\$40,000.00** with cashier's checks: #033901889, #020706537, # 0207065538, #0207065535 and #020706536.

This sum shall be applied to the purchase price.

- b) Interest on the remaining balance of **\$116,000.00** shall accrue at the rate of 6.50% per annum.

The unpaid balance of the purchase price shall be paid in **120** monthly installments of **\$1,320.00** each, including interest, with the first installment due by **July 5th, 2022** with subsequent installments due on the **5th** day of each month thereafter. Purchaser may repay all or

any portion of the unpaid principal without penalty. Each payment shall be applied to interest to date of payment and the remainder applied to the principal.

WAIVER: Seller may accept from purchaser payments smaller than specified, without waiving any breach of this agreement. Nor shall Seller have waived its right to insist upon strict compliance by the Purchaser with the terms of this agreement. Seller may proceed to its remedies under this contract, and any consideration so extended to the Purchaser shall be accepted by Purchaser as a courtesy only.

TAXES, INSURANCE, LIENS: Purchaser shall promptly pay all taxes which may hereafter be levied against the property, and all other public charges which may now be, or hereafter become, liens on the property, before delinquency. **Purchaser shall keep the building, now upon or which may be erected upon the property, insured with standard extended coverage endorsements against fire with an insurance company satisfactory to the Seller, in an amount equal to the true cash value of said property on the Marion County tax roll. The purchaser shall add Marion County as an additional insured on the insurance policy written on a separate endorsement or blanket endorsement in policy. The certificate of insurance shall be filed with Marion County Finance - Property Management.** Any work to be completed on the property must obtain permits as required by law. In case of loss, Purchaser shall notify Seller immediately. Seller may make proof of loss if Purchaser fails to do so within 15 days of the loss. Losses, if any, shall be payable to Seller, as its interest may appear. Purchaser shall not suffer or permit the property to become subject to any liens, charges, or encumbrances of any kind, having precedence over the rights of Seller in and to the property.

WASTE, ASSIGNMENT: Purchaser shall not commit or suffer any strip or waste of or on the property. This contract shall be binding upon and inure to the benefit of the parties, their

successors and assigns. Purchaser shall not assign this contract or lease or transfer the property without the written consent of Seller. Seller shall not unreasonably withhold consent. This agreement and any assignment or transfer of it shall be filed with the Marion County Clerk.

REPRESENTATIONS: This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

The property described in this instrument may not be within a fire protection district protecting structures. The property is subject to land use laws and regulations, which, in farm or forest zones, may not authorize construction or siting a residence. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and existence of fire protection for structures.

The property described in this instrument may contain environmental hazards, contamination, and/or wetlands. Seller assumes no responsibility and is in no way liable for any clean-up, abatement, mitigation, remediation, or other actions in connection with these possible conditions.

BREACH: It shall be a breach of this agreement if Purchaser fails or refuses to perform any of its obligations under this agreement, including the timely payment of all sums to Seller when due and payable, within 20 days after Seller sends written notice by mail, postage prepaid, to Purchaser at its address stated herein, or such address as Purchaser may later designate in writing.

If Purchaser fails or refuses to cure the breach within the 20 days allowed, Seller may, by order made and entered on its records, declare the breach, declare the whole amount of principal and interest unpaid immediately due and payable, and cancel this agreement. A certified copy of the order shall be served on Purchaser as summons is served by the Sheriff, if Purchaser is found within Marion County. If Purchaser is not found within Marion County, then the order shall be served by registered mail or by certified mail with return receipt at the last known address of Purchaser. Unless Purchaser has filed an appeal from the order to the Marion County Circuit Court within 20 days after service, the order shall become absolute and the property forfeited.

UPON FORFEITURE, Seller shall be entitled to immediate possession of the property, without any process of law, and all payments made by Purchaser pursuant to this agreement shall be forfeited and retained by Seller as the agreed, reasonable rent of the property. After cancellation and forfeiture, Seller may sell the property again without notice.

This remedy is prescribed by **ORS 275.190 and ORS 275.220**, and is in addition to any other lawful right or remedy of Seller on breach of this agreement by Purchaser.

DEED: Seller, upon receiving full payment as set forth in this agreement, shall execute and deliver to Purchaser, or to his assigns, a **QUITCLAIM DEED** conveying to Purchaser all the right, title and interest of Seller in the property.

INDEMNIFICATION: Purchaser shall defend, indemnify and hold Seller harmless from any claim, loss or liability arising out of Purchaser's possession or use of the property, or any condition of the property.

INTEGRATION: This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations, oral or written, not specified herein regarding this agreement.

PURCHASER

ALEJANDRA GARCIA

SELLER

**MARION COUNTY
BOARD OF COMMISSIONERS**

PRINT NAME

CHAIR

SIGNATURE

COMMISSIONER

ADDRESS

COMMISSIONER

ADDRESS

STATE OF OREGON) ss.
County of Marion)

PHONE # _____

This instrument was acknowledged before
me on this _____ day of _____, 2022 by

STATE OF OREGON) ss.
County of Marion)

This instrument was acknowledged before
me on this _____ day of _____, 2022, by

Alejandra Garcia

as Marion County Commissioners.

By _____
Notary Public for Oregon

By _____
Notary Public of Oregon: