



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: September 18, 2019

Department: Finance Agenda Planning Date: 9/12/ 2019 Time required: 10

Audio/Visual aids

Contact: Laurand@co.marion.or.us Phone: 503-373-4364

Department Head Signature:

Jeff D White

TITLE

Consider approval of the following list of Tax Foreclosed and Surplus Real Properties sold at Public Auction held on September 10, 2019

Issue, Description & Background

On July 24, 2019 Marion County Finance requested the Board of Commissioners approve a list of Tax Foreclosed and Surplus Real Property to be sold at a Public Auction. Pursuant to order no. 19-096, an order by the Board of Commissioners approved the sale of Tax Foreclosed Surplus and Real Property at Public Auction. The Auction was held on September 10, 2019 and of the seven properties listed for sale, 6 were sold by cash and/or land sale contract with a revenue totaling \$298,096. Tax ID #R55458 in Mehama, a .09 acre lot zoned commercial retail did not sell at auction for the second time. Marion County will plan for a private sale of this property in the future. Please consider approving the property sales and signing the deeds/contracts for the following Marion County Tax Foreclosed properties:

Tax ID # R101194 & R101196
Tax Lot #061W10BA08800 & #061W10BA08700
140 Palmer St. Mt. Angel, OR 97362
Decommissioned card-lock pump station with large garage/shop structure/.46 acres (2 separate tax ID numbers sold together as one unit)
RMV: \$ 287,460 Min. Starting Bid: \$215,595 Highest Bid: \$215,595
Sold to All Tap LLC on a 10 year land sale contract. Equal monthly payments of \$1,983.24 will be due on the 5th of each month with the first payment being received on September 20th, 2019 to execute the contract. Balance may be paid in full on or before September 20th, 2029. A deposit of \$53,899 was paid by cashiers check with a remaining balance of \$161,696.

Tax ID # R97996/M127796
Tax Lot # 041W13CA02900
20853 Filbert St NE, Aurora OR, 97002
Residential lot with manufactured home/.122 acres and 840 sq ft
RMV: \$89,130 Min. Starting Bid: \$66,848 Highest Bid: \$69,000
Sold to Kathleen Coffey on a 10 year land sale contract. Equal monthly payments of \$634.73 will be due on the 5th of each month with the first payment being received on September 20th, 2019 to execute the contract. Balance may be paid in full on or before September 20th, 2029. A deposit of \$17,250 was paid by cashiers check with a remaining balance of \$51,750.

Tax ID # R40866
Tax Lot # 092E09C 00300
Vacant lot off North Fork Rd. /.45 acres
RMV: \$360 Min. Starting Bid: \$270 Highest Bid: \$7,000
Sold to Brian and Jeanne Davis. Buyer paid in full with cashiers check on September 10, 2019.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Tax ID # R56312
Tax Lot # 106E22AB00700
Vacant lot off Santiam Hwy/.28 acres
RMV: \$220 Min. Starting Bid: \$165 Highest Bid: \$6,500
Sold to Andron and Efrocinia Usoltseff. Buyer paid in full with a cashiers check on September 10, 2019.

Financial Impacts: The revenue to be gained by the sale of these Tax Foreclosed Properties is \$298,096. This will be dispersed among the taxing districts and the County. The sales will also allow the properties to be put back onto the tax rolls, generating additional revenue for the county and taxing districts. Marion County will also be relieved of any further liabilities regarding these properties in the future.

Impacts to Department & External Agencies: Once sold Marion County will reduce the backlog of tax foreclosed properties and will no longer need to partner with other Marion County Departments to ensure the properties are being maintained and kept safe for the public.

Options for Consideration: 1. Approve the sale of the above listed Tax Foreclosed Properties that sold at Public Auction on September 10, 2019
2. Deny the sale of the above listed Tax Foreclosed Properties that sold at Public Auction on June 10, 2019
3. Postpone the approval of the above listed Tax Foreclosed Properties sold at Public Auction to a later date.

Recommendation: Marion County Finance recommends approving the sale of the above listed Tax Foreclosed Properties that were sold at Public Auction on September 10, 2019.

List of attachments: Contract, Certificate of sale, and copy of down payment for Tax ID # R101194 &101196
Contract, Certificate of sale, and copy of down payment for Tax ID # R97996 & M127996
Deed, Certificate of sale, and copy of full payment for Tax ID # R40566
Deed, Certificate of sale, and copy of full payment for Tax ID # R56312

Presenter: LeAnne Aurand, Camber Schlag

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

Copies to: LeAnne Aurand: laurand@co.marion.or.us

CERTIFICATE OF SALE  
MARION COUNTY, OREGON  
SURPLUS LAND SALE

PROPERTY ID: R97996/M127796	AUCTION DATE: September 10, 2019
MARKET VALUE \$89,130	MINIMUM BID \$66,848

LEGAL DESCRIPTION:

Map Tax Lot # 041W13CA02900 (R97996/M127796)

**Lot twelve (12), Block three (3), New Colony Park, Marion County, Oregon.**

**Mobile Home is identified as 1976 Kit Sunrise, license number X139862, title #7712314357, serial #Z26M2247.**

Commonly known as 20853 Filbert St. NE, Aurora, OR 97002

CONDITIONS OF SALE:

The undersigned as a bidder, agrees to the terms set for the in the Marion County Administrative Policy #809: *sale of Tax Foreclosed and Surplus Real Property*, which terms are incorporated herein by reference and made a part hereof and agrees to pay Marion County the sum indicated below as "Cash Sale" or "Contract Sale." Recording fees will be required upon signing of the installment contract or completion of a deed. (\$46.00 for the first page, \$5.00 each additional page)

<b>CASH SALE \$</b>	<b>CONTRACT SALE \$</b> 69,000
DOWN PAYMENT: (25% required 9/10/2019) \$	DOWN PAYMENT: (25% required 9/10/2019) \$ 17,250
BALANCE DUE BY 5 PM: <b>October 10, 2019</b>	CONTRACT ENTERED BY: <b>October 10, 2019</b>
BALANCE: \$	CONTRACT TERM: BALANCE OF PRINCIPAL: \$ 51,750
RECORDING FEE: \$	INTEREST (5.25 + 3): 8.25%
CASH/CHECK RECEIVED BY:	RECORDING FEE: \$ 86.00
<p><b>The first installment payment is due at the time of contract execution. Contracts must be executed within 30 days of the auction. Installment payments are due on the 5<sup>th</sup> day of each month thereafter. Invoices will be provided by Marion County.</b></p>	

**Purchaser:**

**Deed Vesting (if different):**

<i>Kathleen Coffey</i>	
Printed Name	Printed Name
<i>6826 Rochester St NE</i>	
Address	Address
<i>Salem OR 97305</i>	
City, State, Zip	City, State, Zip
<i>503-508-2144</i>	
Phone	Phone
<i>Coffey4two@msv.com</i>	
E-Mail	E-Mail

*[Handwritten Signature]*  
Signature & Date

*9/10/19*

Corporate Signature & Date

CERTIFICATE OF SALE  
MARION COUNTY, OREGON  
SURPLUS LAND SALE

NEXT HIGHEST BIDDERS

⑪  1	Time & Date	9-10-19 10:22 am	Bid Amount	\$68,000.00
	Full Name	Francisco Gonzalez	Address, City, State, Zip	13118 Donald Rd. NE, Aurora 97002
	Primary Phone	503 680 7231	Email	gonzfrank1@gmail.com
	Secondary Phone	Type:	Alternate Email:	

2	Time & Date		Bid Amount	
	Full Name		Address, City, State, Zip	
	Primary Phone	Type:	Email	
	Secondary Phone	Type:	Alternate Email:	

3	Time & Date		Bid Amount	
	Full Name		Address, City, State, Zip	
	Primary Phone	Type:	Email	
	Secondary Phone	Type:	Alternate Email:	

**CONTRACT OF SALE**

**THIS AGREEMENT** is made and entered into this 18<sup>th</sup> day of September, 2019, between **MARION COUNTY**, a political subdivision of the State of Oregon, designated the Seller, and Kathleen Coffey, designated the Purchaser.

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

**Return to: Kathleen Coffey  
6826 Rochester St. 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: #R97996/M127796

**Lot twelve (12), Block three (3), New Colony Park, Marion County, Oregon.**

**Mobile Home is identified as 1976 Kit Sunrise, license number X139862, title #7712314357, serial #Z26M2247.**

Commonly known as 20853 Filbert St NE, Aurora, OR 97002

**PRICE:** Purchaser agrees to pay **\$69,000** for said property, **Tax Account #R97996 & M127796.**

- a) Purchaser has previously paid to the Seller the sum of **\$17,250** by cashiers check #0246873.

This sum shall be applied to the purchase price.

- b) Interest on the remaining balance of **\$51,750** shall accrue at the rate of **8.25%** per annum.

The unpaid balance of the purchase price shall be paid in **120** monthly installments of **\$634.73** each, including interest, with the first installment due by **September 20<sup>th</sup>, 2019** with subsequent installments due on the **5<sup>th</sup>** 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 certificate of insurance shall be filed with Marion County Finance- Property Management. 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**

**KATHLEEN COFFEY**

**SELLER**

**MARION COUNTY  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**PHONE #**

STATE OF OREGON        )        ss.  
County of Marion        )

This instrument was acknowledged before me on this 18<sup>th</sup> day of September, 2019, by

Kathleen Coffey

By \_\_\_\_\_  
Notary Public for Oregon

\_\_\_\_\_  
**CHAIR**

\_\_\_\_\_  
**COMMISSIONER**

\_\_\_\_\_  
**COMMISSIONER**

STATE OF OREGON        )        ss.  
County of Marion        )

This instrument was acknowledged before me on this 18<sup>th</sup> day of September, 2019 by

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as Marion County Commissioners.

By \_\_\_\_\_  
Notary Public for Oregon:

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER



631 Winter St. NE  
P.O. Box 2227  
Salem, Oregon 97308  
(503) 588-0211

# Cashier's Check

96-7639/3232

VOID AFTER 6 MONTHS

DATE  
09/10/19

00 0000246873

\$17,250.00

\*\* SEVENTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS AND 00 CENTS \*\*

\*\*\* MARION COUNTY \*\*\*

HERITAGE GROVE FEDERAL CREDIT UNION

PAY  
TO THE  
ORDER  
OF

RUB RED IMAGE  
FOLDS WITH HEAT

Authorized Signature

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

⑈00246873⑈ ⑆32327639⑆ ⑆74506000000000⑈

**CERTIFICATE OF SALE  
MARION COUNTY, OREGON  
SURPLUS LAND SALE**

PROPERTY ID: R101194/101196	AUCTION DATE: September 10, 2019
MARKET VALUE \$287,460	MINIMUM BID \$215,596

**LEGAL DESCRIPTION:**

Map Tax Lot # 061W10BA08800 & 061W10BA08700 (R1011940R101196)  
 Lots 7 and 8, Block 3, Palmer's Addition to Mt. Angel, Marion County, Oregon, and the Easterly 20 feet of Lots 1 and 2, Block 3, Palmer's Addition to Mt. Angel, Marion County, Oregon as recorded in Volume 1, Page 75, Record of Town Plats for said county and state and more particularly described as follows:  
 BEGINNING at the Southeast corner of said Lot 1; thence Northerly along the Easterly line of Lots 1 and 2 in said Block 3; to the Northeast corner of Lot 2 in Block 3; thence Westerly along the North line of said Lot 2 a distance of 20 feet; thence Southerly parallel with the Easterly line of said Lots 2 and 1 of Block 3 to the Southerly line of said Lot 1; thence Easterly along the Southerly line of said Lot 1 to the place of beginning.

And

Lots Five (5) and Six (6), Block Three (3), PALMER'S ADDITION to MT. ANGEL, Marion County, Oregon. SAVE AND EXCEPT the Westerly 20 feet of said Lots Five (5) and Six (6). SUBJECT TO reservation contained in that certain instrument recorded February 24, 1954, in Volume 460, Page 268, Deed Records for Marion County, Oregon, as follows: "The grantors herein grant unto the grantees herein the right to connect onto a sewer line situated upon Lots Five (5) and Six (6) of Block Three (3), Palmer's Addition to Mt. Angel, Marion County, Oregon."

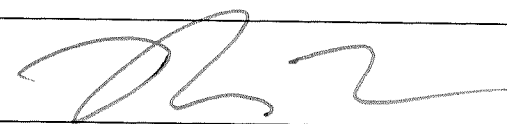
Commonly known as 140 Palmer St, Mt. Angel OR 97362

**CONDITIONS OF SALE:**

The undersigned as a bidder, agrees to the terms set for the in the Marion County Administrative Policy #809: *sale of Tax Foreclosed and Surplus Real Property*, which terms are incorporated herein by reference and made a part hereof and agrees to pay Marion County the sum indicated below as "Cash Sale" or "Contract Sale." Recording fees will be required upon signing of the installment contract or completion of a deed. (\$46.00 for the first page, \$5.00 each additional page)

<b>CASH SALE \$</b>	<b>CONTRACT SALE \$</b> 215,596
DOWN PAYMENT: (25% required 9/10/2019) \$	DOWN PAYMENT: (25% required 9/10/2019) \$ 53,899
BALANCE DUE BY 5 PM: <b>October 10, 2019</b>	CONTRACT ENTERED BY: <b>October 10, 2019</b>
BALANCE: \$	CONTRACT TERM: 10 years / 120 mo
	BALANCE OF PRINCIPAL: \$ 161,697
RECORDING FEE: \$	INTEREST (5.25 + 3): 8.25%
CASH/CHECK RECEIVED BY:	RECORDING FEE: \$ 86.00
<p><b>The first installment payment is due at the time of contract execution. Contracts must be executed within 30 days of the auction. Installment payments are due on the 5<sup>th</sup> day of each month thereafter. Invoices will be provided by Marion County.</b></p>	

Purchaser:	Deed Vesting (if different):
All TAP LLC	
Printed Name 315 N Main St	Printed Name
Address Mt. Angel OR 97362	Address
City, State, Zip 503 798 2699	City, State, Zip
Phone Ben H RASH@ gmail.com	Phone
E-Mail	E-Mail


9/10/19

Signature & Date

Corporate Signature & Date

CERTIFICATE OF SALE  
MARION COUNTY, OREGON  
SURPLUS LAND SALE

NEXT HIGHEST BIDDERS

*No Other Bidders*

<b>1</b>	Time & Date	Bid Amount
	Full Name	Address, City, State, Zip
	Primary Phone            Type:	Email
	Secondary Phone        Type:	Alternate Email:

<b>2</b>	Time & Date	Bid Amount
	Full Name	Address, City, State, Zip
	Primary Phone            Type:	Email
	Secondary Phone        Type:	Alternate Email:

<b>3</b>	Time & Date	Bid Amount
	Full Name	Address, City, State, Zip
	Primary Phone            Type:	Email
	Secondary Phone        Type:	Alternate Email:

## CONTRACT OF SALE

THIS AGREEMENT is made and entered into this 18<sup>th</sup> day of September, 2019, between **MARION COUNTY**, a political subdivision of the State of Oregon, designated the Seller, and **All Tap LLC**, designated the Purchaser.

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

**Return to: All Tap LLC  
315 N Main St  
Mt. Angel, OR 97362**

**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: #R101194/101196

Lots 7 and 8, Block 3, Palmer's Addition to Mt. Angel, Marion County, Oregon, and the Easterly 20 feet of Lots 1 and 2, Block 3, Palmer's Addition to Mt. Angel, Marion County, Oregon as recorded in Volume 1, Page 75, Record of Town Plats for said county and state and more particularly described as follows:  
BEGINNING at the Southeast corner of said Lot 1; thence Northerly along the Easterly line of Lots 1 and 2 in said Block 3; to the Northeast corner of Lot 2 in Block 3; thence Westerly along the North line of said Lot 2 a distance of 20 feet; thence Southerly parallel with the Easterly line of said Lots 2 and 1 of Block 3 to the Southerly line of said Lot 1; thence Easterly along the Southerly line of said Lot 1 to the place of beginning.

And

Lots Five (5) and Six (6), Block Three (3), PALMER'S ADDITION to MT. ANGEL, Marion County, Oregon. SAVE AND EXCEPT the Westerly 20 feet of said Lots Five (5) and Six (6). SUBJECT TO reservation contained in that certain instrument recorded February 24, 1954, in Volume 460, Page 268, Deed Records for Marion County, Oregon, as follows: "The grantors herein grant unto the grantees herein the right to connect onto a sewer line situated upon Lots Five (5) and Six (6) of Block Three (3), Palmer's Addition to Mt. Angel, Marion County, Oregon."

Commonly known as 140 Palmer St, Mt. Angel OR 97362

**PRICE:** Purchaser agrees to pay **\$215,596.00** for said property, **Tax Account #R101194 & R101196.**

- a) Purchaser has previously paid to the Seller the sum of **\$53,899** by cashiers check #1297981.

This sum shall be applied to the purchase price.

- b) Interest on the remaining balance of **\$161,697** shall accrue at the rate of  
8.25% per annum.

The unpaid balance of the purchase price shall be paid in **120** monthly installments of **\$1,983.26** each, including interest, with the first installment due by **September 20<sup>th</sup>, 2019** with subsequent installments due on the **5<sup>th</sup>** 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 certificate of insurance shall be filed with Marion County Finance- Property Management. 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**  
**ALL TAP LLC**

**SELLER**  
**MARION COUNTY**  
**BOARD OF COMMISSIONERS**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**CHAIR**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**COMMISSIONER**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**COMMISSIONER**

**PHONE #** \_\_\_\_\_

STATE OF OREGON            )            ss.  
County of Marion            )            )

This instrument was acknowledged before me on this 18<sup>th</sup> day of September, 2019, by

All Tap LLC

By \_\_\_\_\_  
Notary Public for Oregon

STATE OF OREGON            )            ss.  
County of Marion            )            )

This instrument was acknowledged before me on this 18<sup>th</sup> day of September, 2019 by

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as Marion County Commissioners.

By \_\_\_\_\_  
Notary Public of Oregon:

THIS DOCUMENT CONTAINS WATERMARK VISIBLE BY HOLDING UP TO LIGHT SOURCE. BORDER CONTAINS MICROPRINT. CHEMICAL VOID ALTERATION FEATURES. TONER ADHESION AGENT. LARGE FIBERS VISIBLE UNDER UV (BLACK) LIGHT.



**Columbia Bank**

1097

COLUMBIA STATE BANK

34-827/1251

**CASHIER'S CHECK**

DATE

Sep 10, 2019

CHECK NUMBER

1297981

\$ \*\*\*\*\*53,899.00

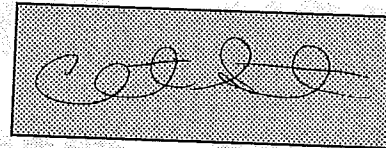
PAY **FIFTY-THREE THOUSAND EIGHT HUNDRED NINETY-NINE AND NO/100 DOLLARS\*\*\*\*\***

Purchaser All Tap LLC

\*Void if over \$53,899.00

TO THE  
ORDER  
OF

\*\*\* MARION COUNTY \*\*\*



⑈ 129798 ⑈ ⑆ 125108272 ⑆ ⑈ 90000000 19 ⑈

CERTIFICATE OF SALE  
MARION COUNTY, OREGON  
SURPLUS LAND SALE

PROPERTY ID: R56312	AUCTION DATE: September 10, 2019
MARKET VALUE \$220	MINIMUM BID \$165

LEGAL DESCRIPTION:

Tax Map Lot # 106E22AB00700

Lot twenty-eight (28) of North Santiam Acres, Marion County  
Commonly known as 49640 N Santiam Hwy SE, Idanha, OR 97350

CONDITIONS OF SALE:

The undersigned as a bidder, agrees to the terms set for the in the Marion County Administrative Policy #809: *sale of Tax Foreclosed and Surplus Real Property*, which terms are incorporated herein by reference and made a part hereof and agrees to pay Marion County the sum indicated below as "Cash Sale" or "Contract Sale." Recording fees will be required upon signing of the installment contract or completion of a deed. (\$46.00 for the first page, \$5.00 each additional page)

<b>CASH SALE \$</b> 4,500	<b>CONTRACT SALE \$</b>
DOWN PAYMENT: (25% required 9/10/2019) \$ 6,500	DOWN PAYMENT: (25% required 9/10/2019) \$
BALANCE DUE BY 5 PM: <b>October 10, 2019</b>	CONTRACT ENTERED BY: <b>N/A</b>
BALANCE: \$ <del>0</del>	CONTRACT TERM:
	BALANCE OF PRINCIPAL: \$
RECORDING FEE: \$ 86.00	INTEREST (5.25 + 3): 8.25%
CASH/CHECK RECEIVED BY: <i>[Signature]</i>	RECORDING FEE: \$ 86.00
<b>The first installment payment is due at the time of contract execution. Contracts must be executed within 30 days of the auction. Installment payments are due on the 5<sup>th</sup> day of each month thereafter. Invoices will be provided by Marion County.</b>	

Purchaser:

Deed Vesting (if different):

<i>ANDRON USOLTSEFF</i>	<i>Efcocinia Usoltseff</i>
Printed Name	Printed Name
Address 19207 ALLINSON RD	Address
City, State, Zip HUBBARD OR 97032	City, State, Zip
Phone 503 984 1784	Phone
E-Mail rusoltseff@hotmail.com	E-Mail

*[Signature]*  
Signature & Date

Corporate Signature & Date

CERTIFICATE OF SALE  
MARION COUNTY, OREGON  
SURPLUS LAND SALE

NEXT HIGHEST BIDDERS

⑥  1	Time & Date		Bid Amount	\$6,300
		9-10-19 10:55am		
	Full Name	Address, City, State, Zip		
	Primary Phone	Type:	Email	
	Secondary Phone	Type:	Alternate Email:	
				502 Joseph Ct SE Salem 97302
				Oaktermite@yahoo.com

⑧  2	Time & Date		Bid Amount	\$3,600.00
		9-10-19 10:54am		
	Full Name	Address, City, State, Zip		
	Primary Phone	Type:	Email	
	Secondary Phone	Type:	Alternate Email:	
				3405 NE Rodney Ave Portland 97212
				Jesky@gmail.com

③  3	Time & Date		Bid Amount	\$2,200.00
		9-10-19 10:51am		
	Full Name	Address, City, State, Zip		
	Primary Phone	Type:	Email	
	Secondary Phone	Type:	Alternate Email:	
				1010 17th St NE Salem
				LoenTheodore@yahoo.com

Grantor's Name:

**Marion County**

After recording return and send all tax statements to:

Grantee:

**Andron and Efrocinia Usoltseff**  
**19207 Allison Rd.**  
**Hubbard, OR 97032**

### QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **MARION COUNTY, a Political Subdivision of the State of Oregon**, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto, **Andron & Efrocinia Usoltseff**, hereinafter called grantee and unto grantee's heirs, successors and assigns all of the grantor's right, title, and interest in that certain real property with the tenements, hereditaments and appurtenances there unto belonging or in any way appertaining, situated in the **County of Marion**, State of Oregon, as described:

Tax Map Lot # 106E22AB00700 (R56312)

Lot twenty-eight (28) of North Santiam Acres, Marion County  
Commonly known as 49640 N Santiam Hwy SE, Idanha, OR 97350

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is **\$6,500.00**.

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 18 day of September, 2019; if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized thereto by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER THE ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

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 CLEANUP, ABATEMENT, MITIGATION, REMEDIATION OR OTHER ACTIONS IN CONNECTION WITH THESE POSSIBLE CONDITIONS.

MARION COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
COMMISSIONER

\_\_\_\_\_  
COMMISSIONER

STATE OF OREGON )  
County of Marion ) ss

This instrument was acknowledged before me on \_\_\_\_\_, 2019

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as Marion County Commissioners.

\_\_\_\_\_  
Notary Public for Oregon

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW FOR ADDITIONAL SECURITY FEATURES SEE BACK

# CASHIER'S CHECK

0008494 11-24  
Office AU # 1210(8)

0849403203

Remitter: ANDRONIC USOLTSEFF  
Operator I.D.: u710255 u552877

September 10, 2019

PAY TO THE ORDER OF \*\*\*MARION COUNTY\*\*\*

\*\*\*Six thousand five hundred dollars and no cents\*\*\*

\*\*\*\$6,500.00\*\*\*

Payee Address:  
Memo: PROPERTY

WELLS FARGO BANK, N.A.  
580 STATE ST  
SALEM, OR 97301  
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 6,500.00

*Richard Levy*  
CONTROLLER

Details on Back  
Security Features Included

⑈0849403203⑈ ⑆121000248⑆4861 512754⑈

**CERTIFICATE OF SALE  
MARION COUNTY, OREGON  
SURPLUS LAND SALE**

PROPERTY ID: R40866	AUCTION DATE: September 10, 2019
MARKET VALUE \$360	MINIMUM BID \$270

**LEGAL DESCRIPTION:**

Map Tax Lot # 092E09C 00300

Beginning at the Southwest corner of a tract of land conveyed to Stanley Fagg et ux, by deed recorded in Volume 680, Page 536, Deed Records for Marion County, Oregon, which point is on the Northerly boundary of County Road No. 960 and is 1682.47 feet East and 879.54 feet South 0°22' West and 124.05 feet North 75°16' East from the Northwest corner of the Southwest quarter of the Southwest quarter of Section 9 in Township 9 South, Range 2 East of the Willamette Meridian in Marion County, Oregon; thence North 9°24'50" West 175.23 feet to the Northwest corner thereof; thence North 89°38' West to the West line of land described in deed recorded in Volume 547, Page 751, Deed Records for Marion County, Oregon; thence South along the West line of said tract to the North line of said County Road No. 960; thence North 75°16' East 124.05 feet to the place of beginning.

**CONDITIONS OF SALE:**

The undersigned as a bidder, agrees to the terms set for the in the Marion County Administrative Policy #809: *sale of Tax Foreclosed and Surplus Real Property*, which terms are incorporated herein by reference and made a part hereof and agrees to pay Marion County the sum indicated below as "Cash Sale" or "Contract Sale." Recording fees will be required upon signing of the installment contract or completion of a deed. (\$46.00 for the first page, \$5.00 each additional page)

<b>CASH SALE \$</b> 7,000	<b>CONTRACT SALE \$</b>
DOWN PAYMENT: (25% required 9/10/2019) \$ 7,000	DOWN PAYMENT: (25% required 9/10/2019) \$
BALANCE DUE BY 5 PM: <b>October 10, 2019</b>	CONTRACT ENTERED BY: N/A
BALANCE: \$ 0	CONTRACT TERM:
	BALANCE OF PRINCIPAL: \$
RECORDING FEE: \$ 86.00	INTEREST (5.25 + 3): 8.25%
CASH/CHECK RECEIVED BY: <i>MM</i>	RECORDING FEE: \$ 86.00

**The first installment payment is due at the time of contract execution. Contracts must be executed within 30 days of the auction. Installment payments are due on the 5<sup>th</sup> day of each month thereafter. Invoices will be provided by Marion County.**

Purchaser:	Deed Vesting (if different):
<i>BRIAN + JEANNE DAVIS</i>	
Printed Name	Printed Name
Address <i>24115 North Fork Rd SE</i>	Address
City, State, Zip <i>LYONS, OR. 97358</i>	City, State, Zip
Phone <i>503 999-4176</i>	Phone
E-Mail <i>Salem.davis4@gmail.com</i>	E-Mail

*[Signature]* 9/10/2019  
Signature & Date

Corporate Signature & Date

CERTIFICATE OF SALE  
MARION COUNTY, OREGON  
SURPLUS LAND SALE

NEXT HIGHEST BIDDERS

①  1	Time & Date	Bid Amount
	9-10-19 10:50 am	\$6,500.00
	Full Name	Address, City, State, Zip
	Bryan Shanili	7672 Treiber St.
Primary Phone	Type:	Email
563-380-2110		N/A
Secondary Phone	Type:	Alternate Email:

②  2	Time & Date	Bid Amount
	9-10-19 10:45 am	\$1,900.00
	Full Name	Address, City, State, Zip
	Thomas Albert	1272 Westwood Dr. Stayton
Primary Phone	Type:	Email
503-984-2882		Tomtom4@gmail.com
Secondary Phone	Type:	Alternate Email:

③  3	Time & Date	Bid Amount
	9-10-19 10:35 am	\$400.00
	Full Name	Address, City, State, Zip
	Karen Purdom	2548 Rose Garden St. NE #119
Primary Phone	Type:	Email
971-388-6156		N/A
Secondary Phone	Type:	Alternate Email:



Grantor's Name:

**Marion County**

After recording return and send all tax statements to:

Grantee:

**Brian & Jeanne Davis**  
**24115 North Fork Rd SE**  
**Lyons, OR 97358**

### QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **MARION COUNTY, a Political Subdivision of the State of Oregon**, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto, **Brian and Jeanne Davis**, hereinafter called grantee and unto grantee's heirs, successors and assigns all of the grantor's right, title, and interest in that certain real property with the tenements, hereditaments and appurtenances there unto belonging or in any way appertaining, situated in the **County of Marion**, State of Oregon, as described:

Map Tax Lot # Map Tax Lot # 092E09C 00300 (R40866)

Beginning at the Southwest corner of a tract of land conveyed to Stanley Fagg et ux, by deed recorded in Volume 680, Page 536, Deed Records for Marion County, Oregon, which point is on the Northerly boundary of County Road No. 960 and is 1682.47 feet East and 879.54 feet South 0°22' West and 124.05 feet North 75°16' East from the Northwest corner of the Southwest quarter of the Southwest quarter of Section 9 in Township 9 South, Range 2 East of the Willamette Meridian in Marion County, Oregon; thence North 9°24'50" West 175.23 feet to the Northwest corner thereof; thence North 89°38' West to the West line of land described in deed recorded in Volume 547, Page 751, Deed Records for Marion County, Oregon; thence South along the West line of said tract to the North line of the County Road No. 960; thence North 75°16 East 124.05 feet to the place of beginning.

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever. The true and actual consideration paid for this transfer, stated in terms of dollars, is **\$7,000.00**. In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 18 day of September, 2019; if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized thereto by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER THE ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

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MARION COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
COMMISSIONER

\_\_\_\_\_  
COMMISSIONER

STATE OF OREGON )  
  ) ss  
County of Marion   )

This instrument was acknowledged before me on \_\_\_\_\_, 2019

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as Marion County Commissioners.

\_\_\_\_\_  
Notary Public for Oregon



CASHIER'S CHECK

No. 3103513299

93-38  
929

DATE: SEPTEMBER 10, 2019

PAY SEVEN THOUSAND DOLLARS AND 00 CENTS

\$ 7,000.00

TO THE ORDER OF: MARION COUNTY

PURPOSE/REMITTER: BRIAN DAVIS

Location: 3103 Ladd And Bush

U.S. Bank National Association  
Minneapolis, MN 55480

*[Handwritten Signature]*  
AUTHORIZED SIGNATURE

Details on Back.  
Security Features Included.

⑈ 3103513299 ⑆ 092900383 ⑆ 150080235305 ⑆