

Private Sale Bids 3/23/20-4/21/20

Property	Bidder	Bid Amount	Deposit Received	Balance Owed	Date Stamp	Time Stamp	Winning Bid
Tax ID# R47826	Jeanna M Roman	\$57,610.00	\$14,402.05	\$43,508.00	4/15/2020	10:46:00 AM	W/B
	Brian Fowler	\$31,005.00	\$7,751.25	\$23,253.75	4/16/2020	11:25:00 AM	
	Derrick Bollier	\$15,950.00	\$3,987.50	\$11,962.50	4/21/2020	2:56:00 PM	
Tax ID# R100554	Brian Fowler	\$2,105.00	PIF	\$0.00	4/16/2020	11:25:00 AM	
	All West LLC	\$21,200.00	\$5,300.00	\$15,900.00	4/21/2020	9:27:00 AM	W/B
Tax ID# R69878	Michael Rakoczy	\$350.00	PIF	\$0.00	3/27/2020	8:54:00 AM	W/B
<p>Opened at 8:10 AM on 4/22/20 by LeAnne M Aurand</p>							

Sign:

Date:

Grantor's Name:

Marion County

After recording return and send all tax statements to:

Michael Rakoczy Trust
PO Box 7720
Salem, OR 97303

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, **Michael Rakoczy Trust**, 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 # 083W23DB03000 (Tax ID #R69878)

Block 3 located in Cinnamonwood Estates and described in Marion County deed records reel 747 page 324.

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 **\$350.00**

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 6 day of May, 2020; 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)
) ss
County of Marion)

This instrument was acknowledged before me on _____ May 6th, _____ 2020

By _____

as Marion County Commissioners.

Notary Public for Oregon

0008503 11-24
Office AU # 1210(8)

CASHIER'S CHECK

0850304844

Remitter: **MICHAEL RAKOCZY**
Operator I.D.: **u295203**

March 23, 2020

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

*****Three hundred fifty dollars and no cents*****

****\$350.00****

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
3997 COMMERCIAL ST SE
SALEM, OR 97302
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 350.00

Richard Levy
CONTROLLER

Security Features Included. Details on Back.

⑈0850304844⑈ ⑆121000248⑆4861 512721⑈

CONTRACT OF SALE

THIS AGREEMENT is made and entered into this 6th day of May, 2020, between **MARION COUNTY**, a political subdivision of the State of Oregon, designated the Seller, and **Jeanna M. Roman** designated the Purchaser.

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

**Return to: Jeanna M. Roman
353 Apt# 5 Glen Creek Apt
Salem, OR 97325**

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: #R47826

Beginning at a point on the north line of lot 8, of Findlay fruit and garden tracts, in Marion County, Oregon (see volume 11, page 17, record of Town Plats for said County and State), which is south 89° 52' east 80.0 feet from the northwest corner of said , lot; thence south 1° 38' west 180.0 feet to the north line of that parcel of land conveyed to Robert E. Parker, et ux, and described in deed recorded in volume 421, page 263, deed records for Marion County, Oregon; thence south 89° 52' east 58.0 feet along: said north line of parker land; thence north 1° 38' east 180.0 feet to the north line of said lot 8; thence north 89° 52' west 58.0 feet to the place of beginning.

Also known as 1758 Aguilas Ct NE, Salem, OR 97301

PRICE: Purchaser agrees to pay **\$57,610.00** for said property, **Tax Account #R47826.**

- a) Purchaser has previously paid to the Seller the sum of **\$14,402.05** by cashiers check #337406.

This sum shall be applied to the purchase price.

- b) Interest on the remaining balance of **\$43,207.95** shall accrue at the rate of **6.25% per annum.**

The unpaid balance of the purchase price shall be paid in **120** monthly installments of **\$485.14** each, including interest, with the first installment due by **May 7th, 2020** 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 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,
Page 3 Contract of Sale
Marion County and Jeanna M Roman

Marion County
PO Box 14500
Salem, OR 97309

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

SELLER

JEANNA M. ROMAN

**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 ____ day of MAY, 2020, by

Jeanna M. Roman

STATE OF OREGON) ss.
County of Marion)

This instrument was acknowledged before me on this 6th day of MAY, 2020 by

By _____
Notary Public for Oregon

as Marion County Commissioners.

By _____
Notary Public of Oregon:

THIS CHECK HAS A VOID PANTOGRAPH • MICRO PRINT SIGNATURE LINE • THERMOCHROMATIC INK



PO Box 12903
Salem, OR 97309-0903
(503) 364-7999

NO: 337406

96-7640
3232

Apr 15, 2020

\$14,402.05****

PAY FOURTEEN THOUSAND FOUR HUNDRED TWO DOLLAR(S) AND FIVE CENT(S)

VOID AFTER 120 DAYS

TO THE ORDER OF
MARION COUNTY FINANCIAL DEPT
RE: JEANNA MARIE ROMAN

Pat Force

AUTHORIZED SIGNATURE

⑈ 337406⑈ ⑆32327640⑆ ⑆769390⑆ 134708

CONTRACT OF SALE

THIS AGREEMENT is made and entered into this 6th day of May, 2020, between **MARION COUNTY**, a political subdivision of the State of Oregon, designated the Seller, and **All West LLC** designated the Purchaser.

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

**Return to: All West LLC
PO Box 2281
Clackamas, OR 97015**

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: #R100554:

Lot 10, Block 1, JEFFERSON MOBILE HOME SUBDIVISION, Marion County, Oregon as described in Reel 1265, Page 347 Marion County Deed Records

PRICE: Purchaser agrees to pay **\$21,200.00** for said property, **Tax Account #R100554.**

- a) Purchaser has previously paid to the Seller the sum of **\$5,300** by cashiers check #1042945.

This sum shall be applied to the purchase price.

- b) Interest on the remaining balance of **\$15,900** shall accrue at the rate of 6.25% per annum.

The unpaid balance of the purchase price shall be paid in **120** monthly installments of **\$178.53** each, including interest, with the first installment due by **May 7th, 2020** 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 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.

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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

SELLER

ALL WEST LLC

**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 ____ day of MAY, 2020, by

All West LLC

STATE OF OREGON) ss.
County of Marion)

This instrument was acknowledged before me on this 6th day of MAY, 2020 by

By _____
Notary Public for Oregon

as Marion County Commissioners.

By _____
Notary Public of Oregon:



PointWest
CREDIT UNION

P.O. Box 11999
Portland, OR 97211
503.546.5000
pointwestcu.com

CATALYST
6801 PARKWOOD BLVD
PLANO, TX 75024-7198
2147037500

CHECK NO: 1042945

88-9051
3119

DATE
04/20/2020

\$5,300.00

REMITTER SLAVIC S KOTSYUBCHUK

PAY FIVE THOUSAND THREE HUNDRED DOLLAR(S) AND NO CENT(S)

TO THE ORDER OF Marion County
MEMO:

VOID AFTER 90 DAYS



⑈ 1042945⑈ ⑆311990511⑆ 16290311909803⑈

Security Features Included. Details on Back.