

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO. 97-10-1-9 IN THE MATTER OF AUTHORIZING THE SALE OF SURPLUS COUNTY OWNED REAL PROPERTY AUCTIONED AT A SHERIFF'S SALE (McCURDY, RASMUSSEN, WEECH, ASH, RECCA, GRIEVE, PULLIAM, SCHROEDER)

WHEREAS this matter now coming before the Lane County Board of Commissioners and said Board deeming it in the best interest of Lane County to sell the following real property which was acquired through tax foreclosure, to wit:

See Attached Exhibit "A"

WHEREAS said real property is owned by Lane County and not in use for County purposes, and sale of said property would benefit Lane County by its return to the tax roll, and

WHEREAS said real property was offered at a Sheriff's sale on September 8, 1997 pursuant to Order No. 97-7-30-14 with said real property receiving bids at or above the minimum set in said order and otherwise meet the terms set for sale of said real property

IT IS HEREBY ORDERED that, pursuant to ORS 275.110, 275.190 and 275.275, the real property be sold as noted in Attached Exhibit "A", that the Quitclaim Deeds and Land Sale Contract be executed by the Board with reservations for access easements for adjoining owners for parcels #2 and #4 in said Exhibit "A" and that the proceeds be disbursed as follows:

Foreclosure Fund	(28-1870-44411-070)	\$66,434.40
General Fund	(24-1870-43370-060)	765.60

IT IS FURTHER ORDERED, that this Order shall be entered into the records of the Board of Commissioners of the County.

DATED this 1st day of Oct, 19 97

Cindy Weeldreyer
Chair, Board of County Commissioners

FILED

OCT 09 1997

COUNTY CLERK
M. Bolding

APPROVED AS TO FORM
Date 9/23/97 Lane County
OFFICE OF LEGAL COUNSEL

IN THE MATTER OF AUTHORIZING THE SALE OF SURPLUS COUNTY OWNED REAL PROPERTY AUCTIONED AT A SHERIFF'S SALE (McCURDY, RASMUSSEN, WEECH, ASH, RECCA, GRIEVE, PULLIAM, SCHROEDER)

EXHIBIT "A"

PARCELS SOLD AT SHERIFF'S SALE - 9/08/97

<u>PURCHASER</u>	<u>MAP #</u>	<u>BID</u>	<u>MIN. BID</u>
1) Robert L. & Dee A. Rasmussen	16-05-34-41-00200	1,500	1,500
2) William G. & Denise D. Grieve	17-03-19-41-12300	500	500
3) Denny L. McCurdy	17-04-34-40-14400	5,000	3,000
4) Michael Weech	17-06-17-00-00303	500	500
5) John Ash	18-03-02-12-04600	3,000	3,000
6) John Ash	18-03-02-12-04700	3,000	3,000
7) Philip J. & Susan Schroeder	18-05-06-30-01200	42,000	33,000
8) Michael R. Pulliam	19-01-14-22-07400	11,000	11,000
9) Steven I. Recca & Ralph Christenson	19-15-20-00-00700	700	700

Parcel #s 2 and 4 to have access easements for adjoiners reserved in deed.

Parcel #7 to be sold on installment contract as per terms of sale.

NOTICE OF SALE OF SURPLUS LANE COUNTY-OWNED REAL PROPERTY

NOTICE IS HEREBY GIVEN in accordance with the provisions of ORS 275.110, 275.120 and pursuant to an Order made on the 30th day of August, 1997, the Board of Commissioners of Lane County, Oregon, directed the sale of real property acquired by Lane County through foreclosure, purchase or otherwise. The Board of Commissioners fixed the minimum price for which said property shall be sold, and directed me, as Sheriff of Lane County, to sell said real property in accordance with the provisions of the Order on the 8th day of September, 1997, at the hour of 10:00 a.m. PDT, at Harris Hall, Lane County Courthouse/Public Service Building, 125 East Eighth Avenue, Eugene, Oregon. The parcels of real property described will be sold for not less than the minimum price set opposite each piece and/or parcel of real property. All sales will be considered final and no refunds will be made. Terms of the sale are as follows:

Properties are sold on an AS IS basis without warranty or guarantee, expressed or implied as to the condition of title, whether lots were legally created according to Oregon Land Use law, existence of legal access or the ability to acquire permits for building, subsurface, sewerage or other development rights under Oregon Land Use law. Conveyance will be by QUITCLAIM DEED. Each parcel may be subject to claims or liens of a municipal corporation or other liens of record. Municipal corporations with lien of record have the authority to purchase said parcels within twenty days after notice of a sale by Lane County. Accordingly, each parcel should be thoroughly investigated by prospective bidders to judge the condition of property, seeking professional help if necessary. The Board of Commissioners reserves the right to withdraw any of the properties from the sale at any time prior to the sale. Also, the Board of Commissioners reserves the right to accept or reject any or all bids. All information is presumed from reliable sources. If an error is detected, the parcel may be removed on the day of the sale and offered again at a later date. Title insurance, if any, will be at the option and expense of the purchaser. This notice will be published for four consecutive weeks prior to the date of sale in the Register-Guard, a newspaper of general circulation in Lane County.

ADDITIONAL TERMS

	<u>SALE PRICE</u>	<u>TERMS*</u>
1.	Up to \$14,999	Cash Only
2.	\$15,000 - 24,999	Cash/Contract Terms: 20% down at time of sale, balance payable at closing or in equal monthly installments including interest at the rate of prime plus 3% per annum (fixed rate) over a period not to exceed 60 months
3.	\$25,000 - 49,999	Cash/Contract Terms: 20% down at time of sale, balance payable at closing or in equal monthly installments including interest at the rate of prime plus 3% per annum (fixed rate) over a period not to exceed 72 months
4.	\$50,000 +	Cash/Contract Terms: 20% down at time of sale, balance payable at closing or in equal monthly installments including interest at the rate of prime plus 3 % per annum (fixed rate) over a period not to exceed 120 months

PAYMENT MUST BE MADE WITH CASH, CASHIER'S CHECKS OR BANK CHECK PAYABLE TO LANE COUNTY. NO PERSONAL OR BUSINESS CHECKS WILL BE ACCEPTED.

For parcels which sell above the minimum bid, a 20% deposit of the minimum bid will be due at the time of sale with the balance of the required 20% deposit due by 5:00 p.m. of the day of sale.

*The balance of cash or first payment on contract will be due within thirty days after approval of sale by Board of County Commissioners. For Parcel #34, remaining balance of contract will be due within 36 months. Parcels 20-25 will be sold together as one unit. A timber acceleration clause will be included in all contracts as well as a personal guaranty if purchaser is a business entity.

For questions or further assistance, contact Lane County Property Management Division at (541) 682-4174.

Jan Clements, Lane County Sheriff

Property Manager
List of Properties
For 6/8/87 Auction

MAP/TAX LOT #	MINIMUM ASSESSED BID VALUE	ACREAGE	ZONING	PROPERTY DESCRIPTION
1 16-01-18-00-01100	5,000	0.47	RA	Strip adjoining SW of 92222 Carson Street, Marcola 97454, did not meet septic requirements in 1982
2 16-03-28-00-01000	55,000	26.75	E40	Adjacent to and E. of I-5, N. of Coburg, W. of 32528 Van Duxen
3 18-03-33-21-01600	500	8' x 177'		Narrow strip at East side of 9165 81st St. and 9167 N. Miller, Coburg 97408
4 18-04-05-23-00277	500	4' x 80'		Narrow strip between 656 & 658 SW Coral, Junction City 97448
5 18-05-34-41-00200	1,500	0.13	E40	South of 9187 Starline, Lp. Aviators
6 18-08-35-00-00400	8,000	48 acrs	F2	Access road from 18186 Highway 36, Blachly
7 16-09-26-00-00103	18,000	2.03	F2	Triangular lot across the road from 92349 Deadwood Creek Road, Deadwood, 97430. Legal lot of record
8 17-01-31-20-01800	10,000	32 acrs	RR2	Contiguous to & East of 67788 Collins Lane, Springfield (SW corner of Hwy. 126 & Collins Ln., East of 38098, Hwy. 126
9 17-02-30-21-00100	500	0.11		North side of 2246 32nd St., Springfield
10 17-02-35-33-04502	300	0.01		Narrow strip on east side of 204 S. 70th St., Springfield, OR. 97478
11 17-03-16-41-12100	500	0.08		Access rd. between 383, 385, 387 & 389, 385 Spyglass Dr., Eugene
12 17-03-19-41-12300	500	0.08		Access rd. between 383, 385 (N. side) & 393, 397 (S. side) Spyglass Dr., Eugene
13 17-03-27-24-01700	500	0.03		
14 17-03-20-41-08000	500	0.04		Narrow strip adjoining the South side of 2598 Cal Young Road & 1210 Coburg Road, Eugene 97401
15 17-03-38-13-07900	260	0.04	SPRINGFLD	Wedge shaped lot between 890, 20th St. and 539 21st St., Springfield, 97477
16 17-04-21-00800	175,000	1.82	C2	Behind 695 Hwy. 99 N., Eugene (behind Blue Moon Apis; Taco Time is in front on Hwy. 99)
17 17-04-34-40-14400	3,000	1	EUGENE	Located at the end of the side-sab 20' West side of Wallis, identified as wellpans
18 17-08-12-00-02801	38,000	1	RR5	Documented Meth Lab on property in 1989, East of 90065 Derming Road, Elmira (up the hill) - 300 sq. ft. cabin on property
19 17-08-17-00-00303	500	0.91	RR5	Access Road for Rossberg Center, Elmira - Access easement reserved

PARCELS 20-25 WILL BE SOLD AS ONE UNIT - MINIMUM BID = \$75,000

20 18-02-02-23-01000	20,000	1.2 acres	SPRINGFLD	2nd lot from SE corner of Glacier Drive & South 70th, Springfield 97478
21 18-02-02-23-01100	11,000	69' x 142'	SPRINGFLD	3rd lot from SE corner of Glacier Drive & South 70th, Springfield 97478
22 18-02-02-23-01200	11,000	69' x 146'	SPRINGFLD	4th lot from SE corner of Glacier Drive & South 70th, Springfield 97478
23 18-02-02-23-01300	11,000	75' x 140'	SPRINGFLD	5th lot from SE corner of Glacier Drive & South 70th, Springfield 97478
24 18-02-02-23-01400	11,000	78' x 140'	SPRINGFLD	6th lot from SE corner of Glacier Drive & South 70th, Springfield 97478
25 18-02-02-23-01500	11,000	74' x 144'	SPRINGFLD	7th lot from SE corner of Glacier Drive & South 70th, Springfield 97478
26 18-03-02-12-02000	3,000	60' x 135'	SPRINGFLD	Between 1250 and 1354 So. 2nd St., Springfield 97477 - old undeveloped subdivision
27 18-03-02-12-02500	3,000	60' x 140'	SPRINGFLD	Located on Alta Vista Ave, second lot from the corner of High Street, Springfield undeveloped subdivision
28 18-03-02-12-04800	3,000	64' x 130'	SPRINGFLD	2nd lot E. of intersection of Laurel & Shasta Blvd., Springfield (undeveloped subdivision)
29 18-03-02-12-04700	3,000	60' x 134'	SPRINGFLD	3rd lot E. of intersection of Laurel & Shasta Blvd., Springfield (undeveloped subdivision)
30 18-03-02-12-08700	3,000	52' x 125'	SPRINGFLD	Southeast lot at the end of East St., Springfield 97477 - undeveloped subdivision
31 18-03-02-12-06800	3,000	52' x 125'	SPRINGFLD	Located on East St., Springfield, undeveloped subdivision
32 18-03-10-00-01103	45,000	6.53	E25	Adjacent to 33320 Rossberg, Eugene, 97405 (on 30th Ave across from Gonyea Rd)
33 18-04-18-00-00000	1,500	60' x 180'	RRG	Strip N. of 18-04-18-00-01400 & 85940 Playway Rd., Eugene
34 18-05-08-30-01200	33,000	0.49	RRG	676 sq. ft. house (poor cond.) at 25092 Strawberry Ln., Veneta, Former Meth lab, has received certificate of fitness from State
35 18-07-00-01-102	1,000	0.5	F2	2nd lot east of 18404 Hwy 126, Walton 97480 (not a legal lot of record)
36 18-10-07-00-00702	550	0.49	RR5	Elongated strip, access rd. East of 8352 Highway 126, Mapleton
37 18-01-14-22-07400	11,000	13.150	Commercial	Triangular lot South of 135 N. Moss Street, Lowell
38 19-15-20-00-00700	700	0.5	F1	Small lot in Northwest corner of 41873 W. Boundary Road, Lowell 97452
39 21-35-16-24-01900	16,000	100' x 100'	Commer	Located on the NW corner of 1st and Pine Street, Oakridge
40 21-35-17-23-01500	1,000	121' x 112'	OAKRIDGE	West of 4752 Union, Oakridge - Steep Hillside

Not sold

QUITCLAIM DEED

LANE COUNTY, a political subdivision of the State of Oregon, pursuant to Order No. _____ of the Board of County Commissioners of Lane County, releases and quitclaims to:

Robert L. and Dee A. Rasmussen

all its right, title and interest in that real property situated in Lane County, State of Oregon, described as:

Lots 19 and 20, Block 85, AMENDED PLAT OF FERN RIDGE, as platted and recorded in File C, Slide 231, Lane County Plat Records, Lane County, Oregon (map #16-05-34-41-00200)

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 APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

The true and actual consideration for this transfer is \$1,500.00

LANE COUNTY BOARD OF COMMISSIONERS

Cindy Weeldreyer, Chair Cindy Weeldreyer

Steve Cornacchia, Vice-Chair Steve Cornacchia

Ellie Dundi Ellie Dundi

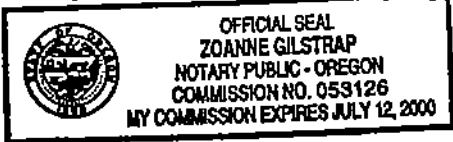
Bobby Green, Sr. Bobby Green, Sr.

Peter Sorenson Peter Sorenson

APPROVED AS VALID
Date 9/23/97
Jenna J. [Signature]
OFFICE OF CLERK OF COUNTY

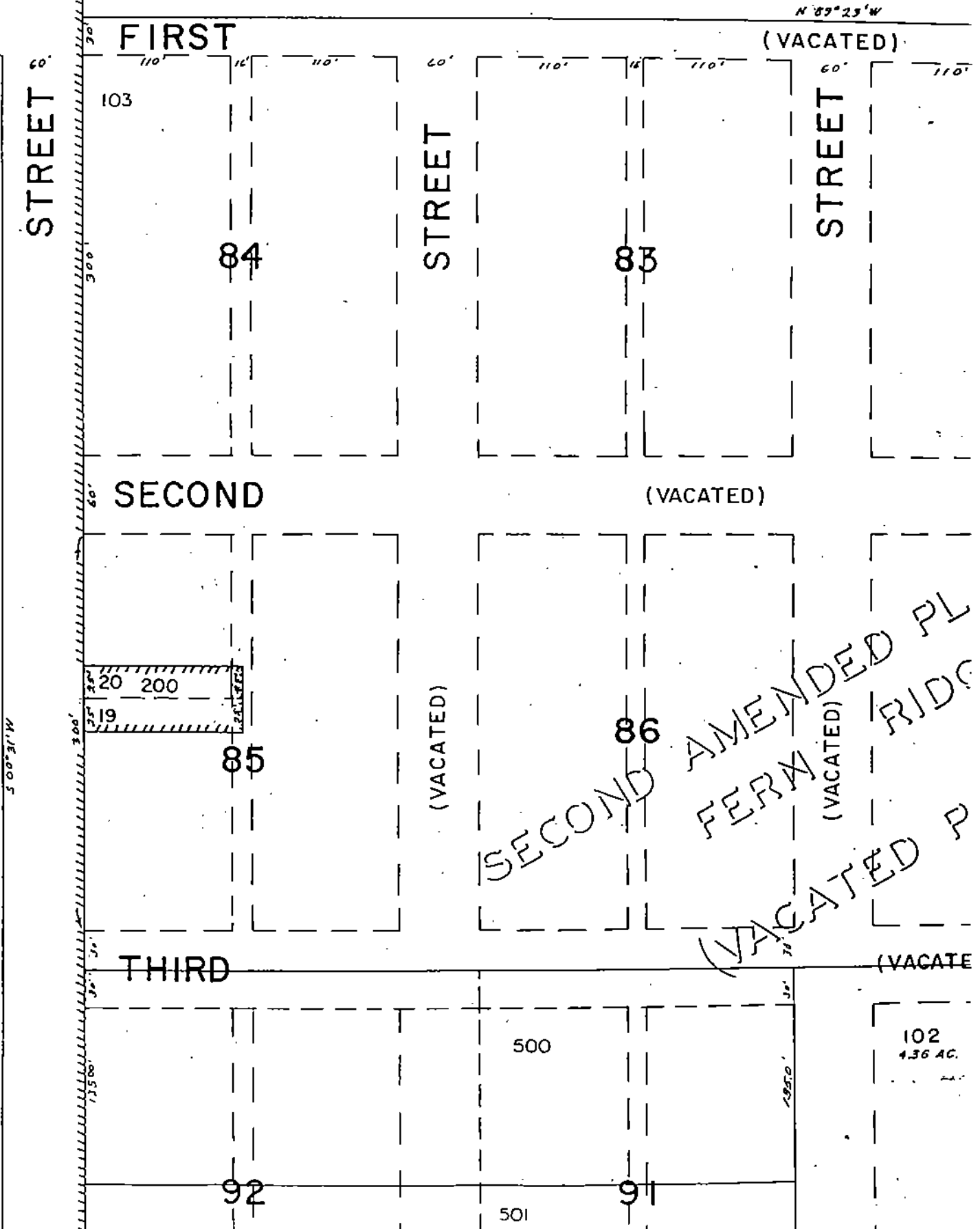
STATE OF OREGON)
) ss
COUNTY OF LANE)

On October 2, 1997 personally appeared the above named County Commissioners for Lane County, and acknowledged the foregoing instrument to be their voluntary act. Before me:



Zoanne Gilstrap
Notary Public for Oregon
My Commission Expires 7-12-00

After recording, return to/taxes to:
Robert L. and Dee A. Rasmussen
91167 Starlite Lane
Junction City, OR 97448



See Map 16 05 34

LANE COUNTY, a political subdivision of the State of Oregon, pursuant to Order No. _____ of the Board of County Commissioners of Lane County, releases and quitclaims to:

William G. and Denise D. Grieve

all its right, title and interest in that real property situated in Lane County, State of Oregon, described as:

That certain parcel designated as "Private Easement" lying between lots 1 and 2 and 5 and 6 in the Plat of CHAMPIGNON IV P.U.D., as platted and recorded in File 73, Slide 629, Lane County Plat Records, Lane County, Oregon (map #17-03-19-41-12300)

RESERVING THEREFROM, an easement for ingress and egress along the herein conveyed property for all properties which adjoin it

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 APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

The true and actual consideration for this transfer is \$500.00

LANE COUNTY BOARD OF COMMISSIONERS

Cindy Weeldreyer, Chair	<i>Cindy Weeldreyer</i>
Steve Cornacchia, Vice-Chair	<i>Steve Cornacchia</i>
Ellie Dundi	<i>Ellie Dundi</i>
Bobby Green, Sr.	<i>Bobby Green Sr.</i>
Peter Sorenson	<i>Peter Sorenson</i>

APPROVED AS TO FORM AND CONTENT

Date: 9/23/97

Jessie Johnson
 Clerk of Board of Commissioners

STATE OF OREGON)
) ss
 COUNTY OF LANE)

On October 2, 1997 personally appeared the above named County Commissioners for Lane County, and acknowledged the foregoing instrument to be their voluntary act. Before me:



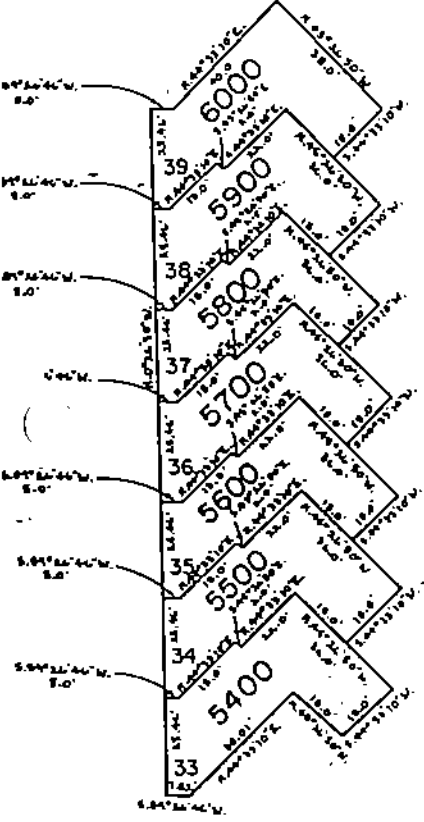
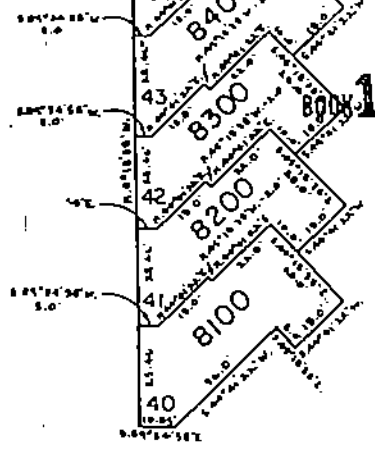
Zoanne Gilstrap
 Notary Public for Oregon
 My Commission Expires 7-12-00

After recording, return to/taxes to:
 William G. & Denise D. Grieve
 393 Spyglass Drive
 Eugene, OR 97401

17-03-19-41-12300

6700

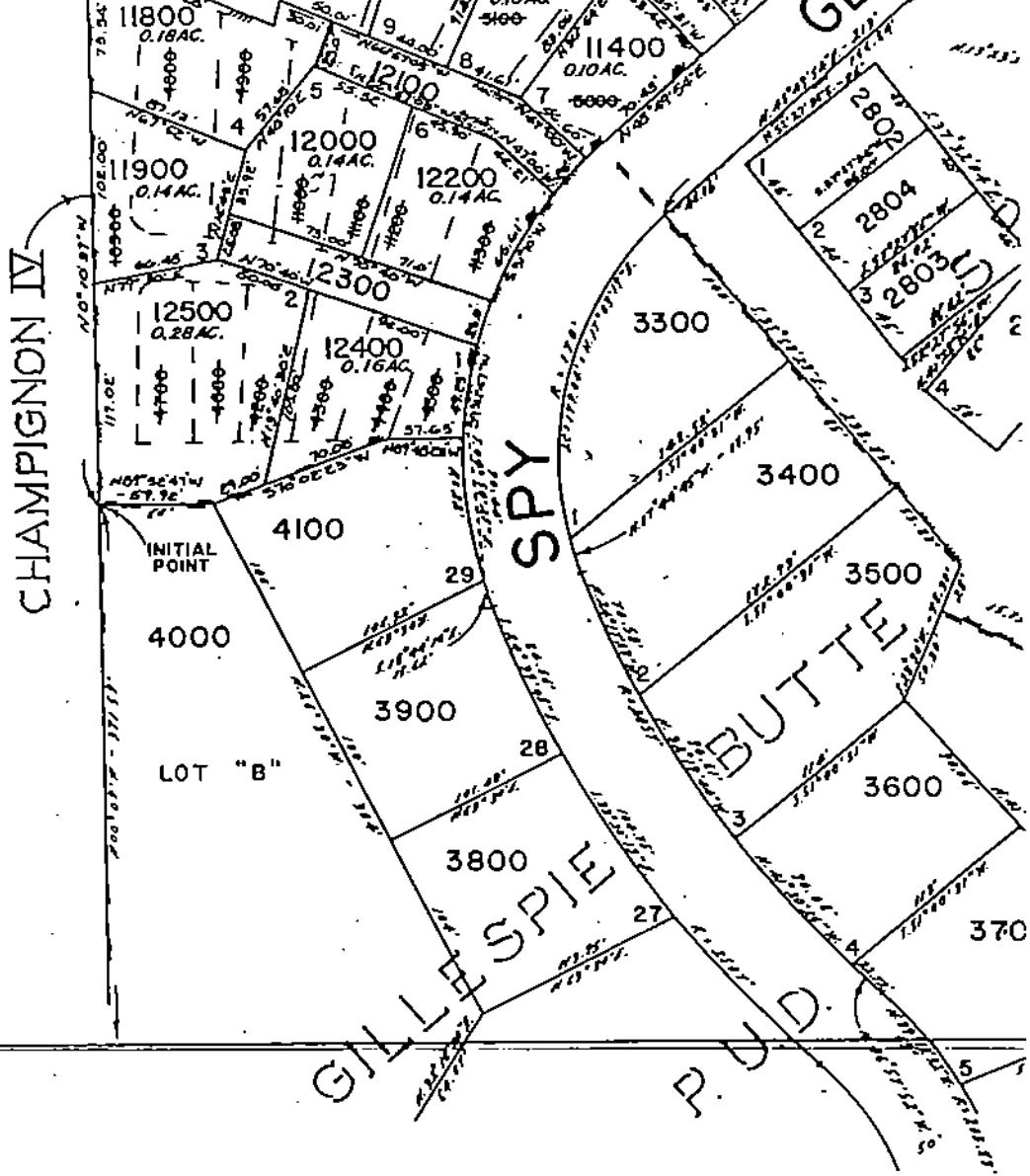
SEE MAP 17-03-19-1-3



CHAMPIGNON IV

CHAMPIGNON COMMON AREA

FOR DIMENSIONS AND



SEE MAP 17-03

QUITCLAIM DEED

LANE COUNTY, a political subdivision of the State of Oregon, pursuant to Order No. _____ of the Board of County Commissioners of Lane County, releases and quitclaims to:

Denny L. McCurdy

all its right, title and interest in that real property situated in Lane County, State of Oregon, described as:

Beginning at a point in the centerline of Wallis Street, 1,797.00 feet South 0° 47' West, and 2,014.60 feet South 89° 49' West of the Southeast corner of the Mathew Wallis Donation Land Claim No. 40, Township 17 South, Section 34, Range 4 West of the Willamette Meridian, and run thence South along said center line, 494.40 feet; thence North 89° 56' West 30.00 feet to the TRUE POINT OF BEGINNING; thence North 207.50 feet parallel to said centerline thence; North 89° 56' West 209.90 feet thence; South 207.50 feet parallel to said centerline thence; South 89° 56' East 209.90 feet to the true point of beginning, all in Eugene, Lane County, Oregon (map #17-04-34-40-14400)

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 APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

The true and actual consideration for this transfer is \$5,000.00

LANE COUNTY BOARD OF COMMISSIONERS

Cindy Weeldreyer, Chair *Cindy Weeldreyer*

Steve Cornacchia, Vice Chair *Steve Cornacchia*

Ellie Dundi *Ellie Dundi*

Bobby Green, Sr. *Bobby Green Sr.*

Peter Sorenson *Peter Sorenson*

APPROVED AS TO FORM
7/23/97
Jane J. Jule

STATE OF OREGON)
) ss
COUNTY OF LANE)

On October 2, 1997 personally appeared the above named County Commissioners for Lane County, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Joanne Gilstrap
Notary Public for Oregon
My Commission Expires 7-12-00



After recording, return to/taxes to:

Denny L. McCurdy
88020 Keola Court
Springfield, OR 97478

ASSESSMENT
SECTION
"Y"

SECTION 17 T. 17 S. R. 10 E.

LANE COUNTY

1"=400'
BOOK 159 PAGE 1559

17-06-17-00-00303

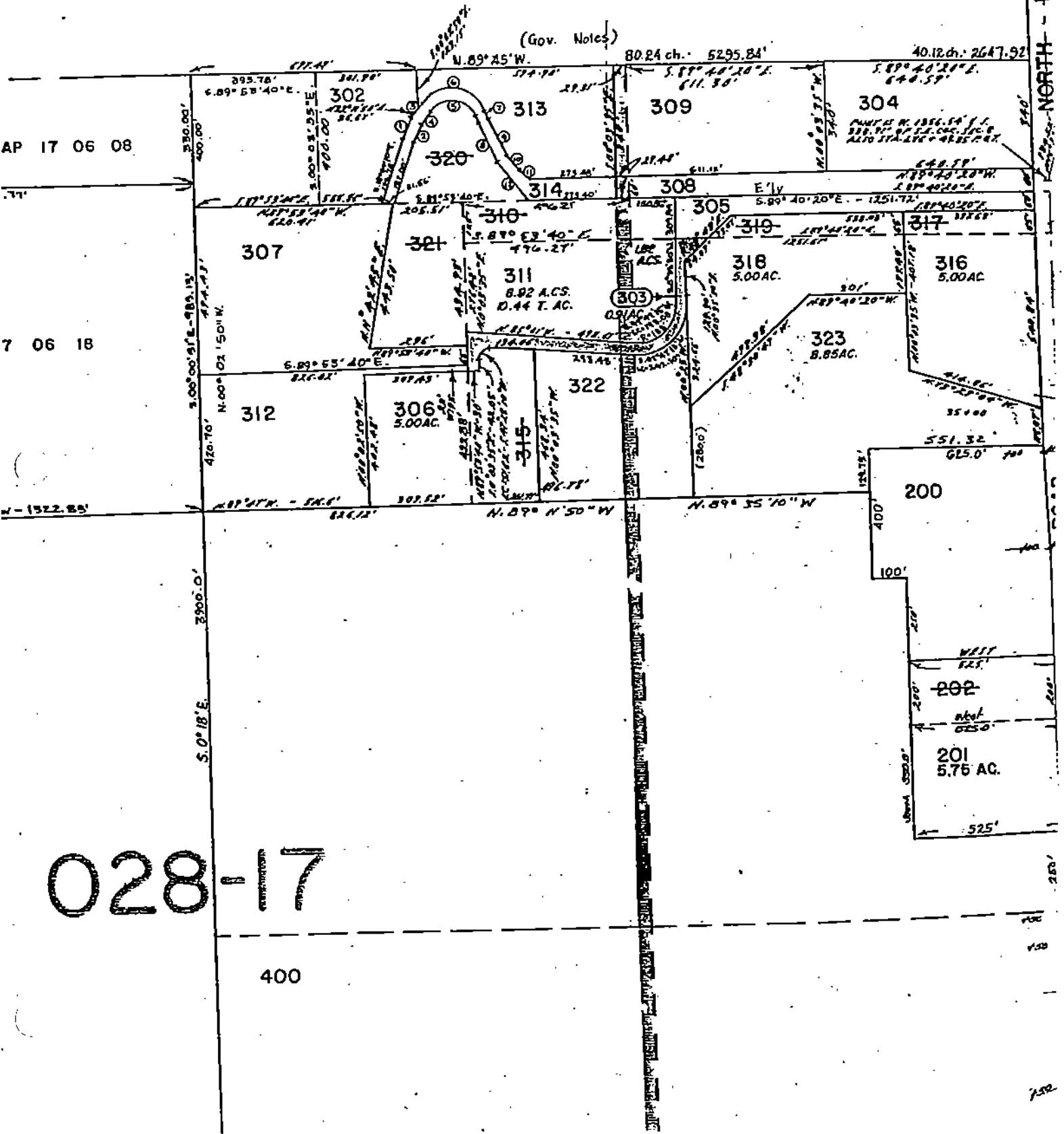
See Map 17 06 08

UNIT - NORTH

AP 17 06 08

7 06 18

W-1522.85'



(Gov. Notes)

028-17

400

152

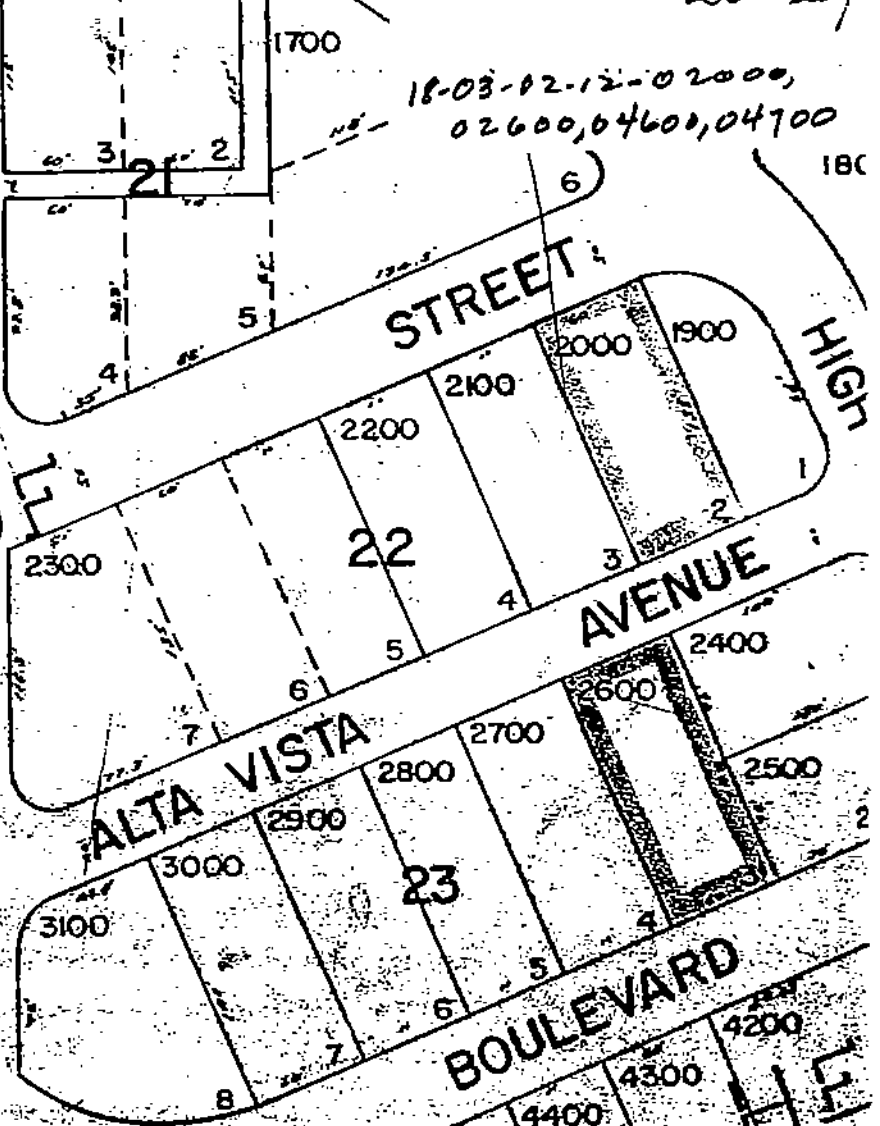
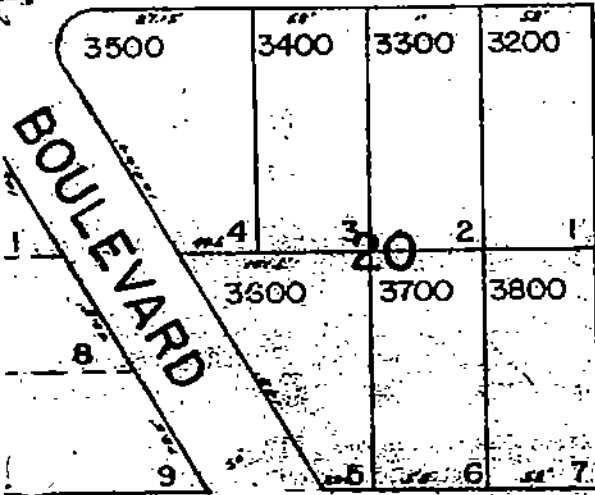
18-03-02-12-02000,
02600,04600,04700

019-24

LAUREL AVENUE

STREET

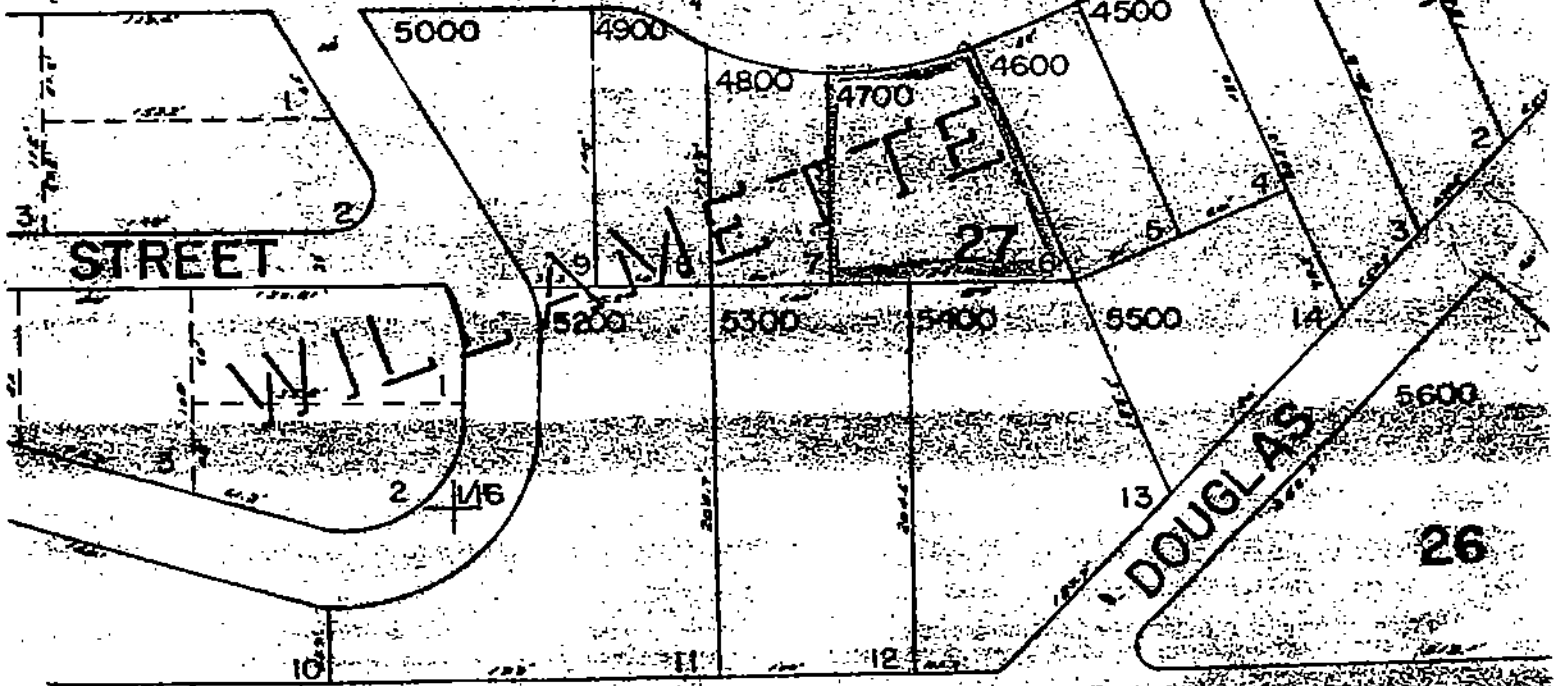
HIGH



LAUREL

ALTA VISTA AVENUE

BOULEVARD



STREET

WILMINGTON

DOUGLAS

OAK

BOOK **159** PAGE **1562**
QUITCLAIM DEED

LANE COUNTY, a political subdivision of the State of Oregon, pursuant to Order No. _____ of the Board of County Commissioners of Lane County, releases and quitclaims to:

Michael R. Pulliam

all its right, title and interest in that real property situated in Lane County, State of Oregon, described as:

Lot 3, Block 8, LOWELL, as platted and recorded in Volume 4, Page 37, Lane County Plat Records, Lane County, Oregon (map #19-01-14-22-07400)

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 APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

The true and actual consideration for this transfer is \$11,000.00

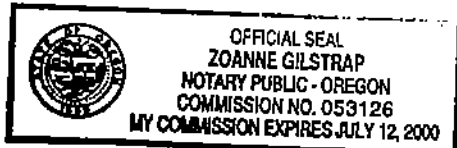
LANE COUNTY BOARD OF COMMISSIONERS

Cindy Weeldreyer, Chair *Cindy Weeldreyer*
Steve Cornacchia, Vice-Chair *Steve Cornacchia*
Ellie Dundi *Ellie Dundi*
Bobby Green, Sr. *Bobby Green Sr.*
Peter Sorenson *Peter Sorenson*

RECORDED
DATE 9/23/97 COUNTY
Terence Gilstrap

STATE OF OREGON)
) ss
COUNTY OF LANE)

On October 2, 1997 personally appeared the above named County Commissioners for Lane County, and acknowledged the foregoing instrument to be their voluntary act. Before me:



Zoanne Gilstrap
Notary Public for Oregon
My Commission Expires 7-12-00

After recording, return to/taxes to:
Michael R. Pulliam
P.O. Box 40
Lowell, OR 97409

071-03

BOOK 159 PAGE 1563

19-01-14-22-07400

S. 28584

204.86' WEST

2302
1.01 AC.

S. 28584

COUNTY ROAD NO. 88

2200
2.74 AC.

3 F

DAMON STREET

MOSS

SECOND

LOWELL

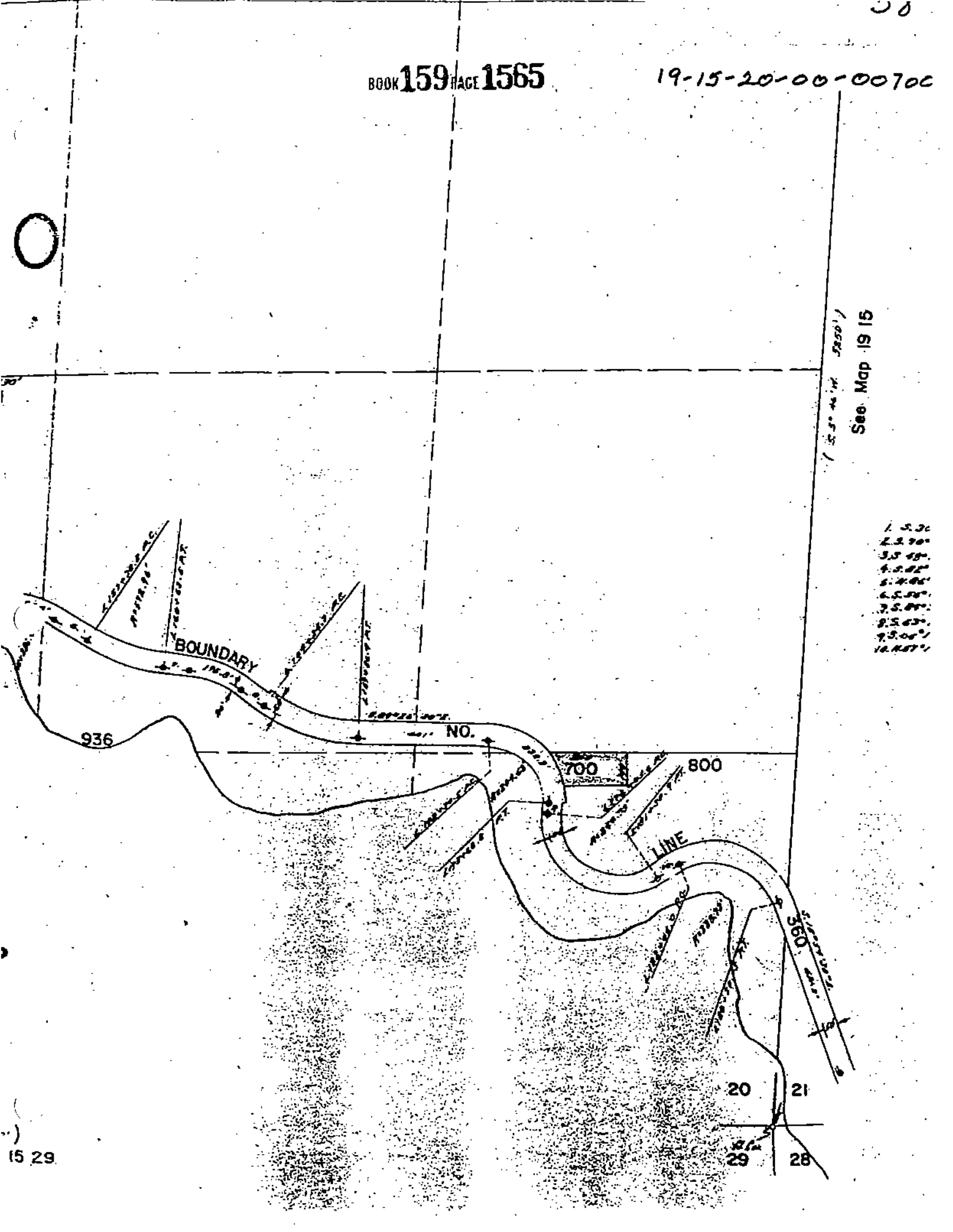
RESERVATION

BOUNDARY



See Map 19 15
15.5° 44' W 5850'

- 1. 5.30
- 2. 2.90
- 3. 5.40
- 4. 5.42
- 5. 4.00
- 6. 5.50
- 7. 5.00
- 8. 5.60
- 9. 5.00
- 10. 4.80



BOOK **159** PAGE **1566**
LAND SALE CONTRACT

THIS AGREEMENT, is made by and between **LANE COUNTY**, a political subdivision of the State of Oregon, hereinafter called **COUNTY**, and **PHILLIP J. AND SUSAN SCHROEDER**, hereinafter called **PURCHASER**.

WITNESSETH:

In consideration of the terms and conditions hereinafter stated, the parties agree as follows:

1. The **COUNTY** agrees to sell to **PURCHASER** and **PURCHASER** agrees to purchase from **COUNTY** that certain tract of land, including the improvements thereon, described as follows:

The West 1/2 of the following described property: Beginning at a point which is South 1° 14' West 561.70 feet and North 89° 43' East 495.50 feet from the 1/4 section corner of the West line of Section 6, Township 18 South, Range 5 West of the Willamette Meridian; and from said beginning point, run South 206.00 feet; thence South 89° 43' West 210.00 feet; thence North 206.00 feet; thence North 89° 43' East 210.00 feet to the point of beginning, in Lane County, Oregon. SUBJECT TO the rights of the public in and to that portion of the above described property lying within County Road No. 1415 (Strawberry Lane). [Assessor's map No. 18-05-06-30-01200]

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 APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

2. **PURCHASE PRICE AND TERMS:** The purchase price of the property which **PURCHASER** agrees to pay shall be the sum of **FORTY-TWO THOUSAND AND NO/100 DOLLARS** (\$42,000.00) payable as follows:

- a. The sum of **EIGHT THOUSAND FOUR HUNDRED AND NO/100 DOLLARS** (\$8,400.00) paid upon execution of this document, receipt of which is hereby acknowledged.
- b. The balance of **THIRTY-THREE THOUSAND SIX HUNDRED AND NO/100 DOLLARS** (\$33,600.00) shall be payable in **monthly** installments of **SIX HUNDRED FORTY EIGHT DOLLARS AND NINETEEN CENTS (\$648.19)**. Said monthly installments are based on an amortization period of **SEVENTY-TWO (72)** months with interest at the rate of **11.50%** per annum, **HOWEVER**, the entire contract balance, including all accrued interest, shall be due and payable not later than **THIRTY-SIX (36) MONTHS** from execution of this agreement. The first monthly installment of **\$648.19** shall be due within thirty (30) days of execution of this agreement and payable monthly thereafter.
- c. A late payment fee of **5%** of the delinquent payment amount will be charged on accounts more than fifteen days late.

- d. **PURCHASER** may at any time pay off without penalty the entire balance of the purchase price remaining due, together with interest due thereon at the above specified rate to the date of payment.
- e. At such time as **PURCHASER** has complied with all the terms of this contract, the **COUNTY** shall convey its interest by a Quitclaim Deed.

3. **TAXES AND LIENS:** **PURCHASER** agrees to pay all taxes and liens hereafter levied upon the property and all public or private liens which may hereafter be imposed upon the property as the same become due and before they become delinquent. In the event **PURCHASER** defaults in the payment of any taxes or liens, the **COUNTY** may, but shall not be obligated to pay said taxes or liens on behalf of **PURCHASER**, all of which sums so added to the principal balance shall bear interest at the rate of 11.5% compounded annually from the date of payment by the **COUNTY**.

4. **POSSESSION:** **PURCHASER** shall have the possession of, and the income from the premises so long as he/she is not in default in the performance of his/her agreement with **COUNTY**, but shall forfeit his/her rights under such agreement and to all payments made pursuant thereto if he/she fails to pay such purchase price or any part thereof, principal or interest, or to pay, before delinquency, the taxes thereafter levied against the premises, or commits or suffers any strip or waste of or on such premises, or violates any other reasonable provision of such agreement which the County Commissioners may see fit to require. The **PURCHASER** shall have the privilege of prepayment without penalty.

5. **ASSIGNMENT:** **PURCHASER** agrees that he/she may not assign this contract or his/her rights hereunder without the written consent of the **COUNTY**.

6. **DEFAULT:** In the event **PURCHASER** fails to make the payments provided for herein, or any of them, punctually and under strict terms and at the times above specified, or commits or suffers any strip or waste of or on such premises, or the other terms or conditions of this contract, time of payment and strict performance being declared to be the essence of this contract, then the **COUNTY** at its option, shall have the right:

- a. To cancel this contract in accordance with ORS 275.220 or other applicable laws.
- b. To foreclose this contract by suit, in equity, or any other right existing by law.

In either of such cases all of the right and interest herein created or then existing in favor of **PURCHASER** derived under this contract **PURCHASER** shall utterly cease and determine, and the right to possession of the real property above described and all rights acquired by the **PURCHASER** shall revert to and revest in **COUNTY** without an act of reentry or any other act of **COUNTY** to be performed, and without any right of **PURCHASER** of return, reclamation or compensation for moneys paid on account of the purchase of said property, as absolutely, fully and perfectly as if this contract and such payments had never been made; and, in the event of such default, all payments heretofore made on this contract are to be retained by and belong to **COUNTY** as the agreed and reasonable rent of said premises to the time of such default.

COUNTY, in the event of such default, shall have the right to immediately, or at any time thereafter, enter upon the real property aforesaid without any process of law and take immediate possession thereof, together with all improvements and appurtenances thereon or thereto belonging.

7. **ATTORNEY'S FEES:** In the event suit or action is instituted to enforce any of the provisions hereof, **PURCHASER** agrees to pay such sum as the trial court may adjudge reasonable for **COUNTY'S** attorney fees in said suit or action, and if an appeal is taken from any judgment or decree of the trial court, **PURCHASER** further agrees to pay such sum as the appellate court may adjudge reasonable as **COUNTY'S** attorney fees on appeal, together with all costs allowed by law.

8. **CONDEMNATION:** In the event of appropriation of said real property or any portion thereof by any public or private corporation under the laws of eminent domain, the sum or sums of money received by **PURCHASER** in payment of said appropriation shall be forthwith paid by **PURCHASER** on the purchase price of said property as an additional payment over and above the regular annual payments, and other payments due as herein expressed; provided, however, that in no event shall said payments be more than the full purchase price stated herein.

9. **WAIVER:** Failure by **COUNTY** at any time to require the performance by the **PURCHASER** of any of the provisions hereof shall in no way affect **COUNTY'S** right hereunder to enforce the same, nor shall any waiver by **COUNTY** of any breach be held to be a waiver of any succeeding breach or a waiver of this Non-Waiver Clause.

10. **SUCCESSOR INTEREST:** The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors, and assigns of the parties hereto; provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignments.

11. **TITLE POLICY:** **COUNTY** makes no warranties or guarantees, expressed or implied, as to the condition of title of the property subject to this agreement. Title insurance, if any, shall be purchased at **Purchaser's** election and at **Purchaser's** expense.

12. **DEVELOPMENT:** All actions and costs necessary to develop the property being sold under this agreement (the property) shall be borne by **PURCHASER**. **COUNTY** makes no warranties, expressed or implied, as to the ability to develop the property under current land use law. **COUNTY** shall cooperate with **PURCHASER** in **PURCHASER'S** attempts to obtain necessary permits for development of the property. Any actions by **PURCHASER**, such as permit applications, further subdivision of the property or replatting of the property, which requires the consent of **COUNTY** due to **COUNTY'S** ownership of the property shall not be unreasonably withheld. Such consent shall be given in writing by the Administrator of Lane County or his/her designee.

13. **INSURANCE:** **PURCHASER** shall maintain a policy of fire insurance on the property for an amount not less than the purchase price with said policy having a lienholder/mortgagee endorsement naming **COUNTY** as the lienholder/mortgagee. **PURCHASER** shall provide **COUNTY** with documentation of said fire insurance.

14. **HEADINGS:** The headings herein contained are for reference only and are not to be construed as part of this Agreement.

