

2000 JUL -6 PM 12:13

BOARD OF COUNTY COMMISSIONERS**KLAMATH COUNTY, OREGON****AFFIDAVIT**

I, Al Switzer, Chairman of the Klamath County Board of Commissioners, being first duly sworn say:

1. By Order No. 2000-128, dated May 9, 2000, which is attached hereto and incorporated herein, the Land Sale Agreement dated October 12, 1994, between Klamath County and Frank J. Adams was cancelled and declared null and void in accordance with Section 2 of this Agreement for failure to pay the last annual installment of \$217.61.

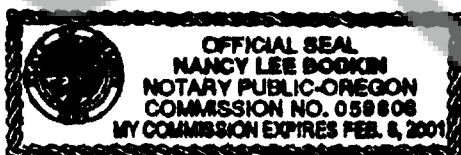
2. The Order was served in accordance with ORS 275.220 on May 24, 2000, and Frank J. Adams was given twenty (20) days within which to appeal the Order.

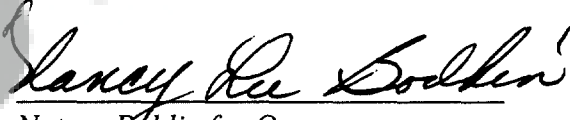
3. The time for Frank J. Adams to respond has expired and no appeal has been received.

DONE and DATED this 5th day of July, 2000.


Al Switzer, Chairman of the Board

SUBSCRIBED and sworn to before me this 5th day of July, 2000.




Nancy Lee Bookin
Notary Public for Oregon
My Commission expires Feb 8, 2001

After recording return to:

Property Sales Dept.

2000 MAY 10 AM 11: 19

24738

BOARD OF COUNTY COMMISSIONERS
KLAMATH COUNTY, OREGON

Vol MOO Page 16902

In the Matter of the Cancellation of a Land) Order No. 2000-128
Sale Agreement with Frank J. Adams)

WHEREAS, Frank J. Adams entered into an agreement with Klamath County on October 12, 1994, for the purchase of real property described as:

An 80 foot wide strip of land adjacent to and parallel with the Westerly property line of the following described property between the Sprague River Highway and the Northerly bank of the Sprague River:

A parcel of land situated in Section 19, Township 34 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows: Commencing at a 5/8 inch iron pin marking the Northeast corner of the SW $\frac{1}{4}$ of said Section 19; thence South 00° 15' 13" East along the Easterly boundary of said SW $\frac{1}{4}$, 279.97 feet, more or less, to the point of beginning for this description; thence continuing along said Easterly boundary line South 00° 15' 13" East 388.45 feet to the intersection of said Easterly boundary line with the Northerly line of the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 19; thence along said Northerly line of the S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section 19, North 89° 00' 02" East 256.53 feet to the intersection of said Northerly line with the Southerly right of way line of the Sprague River Highway; thence South 71° 15' 00" West along said Southerly right of way line, 51.45 feet; thence leaving said right of way line, South 00° 59' 58" East 375.00 feet, more or less to the meander high water line on the Northerly side of the Sprague River; thence along said high water line, the meander line of which is the following courses and distances: South 81° 25' 25" West, 296.81 feet, more or less, South 69° 49' 55" West, 80.95 feet, more or less; thence leaving said meander high water line North 28° 57' 55" West, 290.00 feet, more or less to said Southerly right of way line of Sprague River Highway; thence leaving said right of way line North 19° 46' 20" West, 588.60 feet; thence North 40.00 feet; thence East 493.00 feet to the point of beginning.

EXCEPTING THEREFROM that portion of land lying within the 100 foot wide right of way of the Sprague River Highway.

WHEREAS, the property was purchased for the sum of \$1,157.57 and a down payment of \$289.39 was made the day of the sale. The first of said installments was paid on October 12, 1995, and the remaining installments were to be paid by October 12, 1996, October 12, 1997, October 12, 1998 and October 12, 1999; and

WHEREAS, Frank J. Adams failed to make the October 12, 1999, annual installment as required by Section 2 of the Land Sale Agreement. The installment is now in default under the terms of the Land Sale Agreement; and

WHEREAS, on November 12, 1999, a letter was mailed regular and certified to Frank J. Adams requesting the last annual installment be paid in full by December 14, 1999. A return receipt to Klamath County Property Sales Department was received on November 22, 1999; and

WHEREAS, a final notice was mailed regular and certified on March 22, 2000, requesting the remaining balance, interest and recording fee in the amount of \$217.61 be paid by March 31, 2000; and

WHEREAS, no payment has been made and the Land Sale Agreement is now in **Default**

NOW, THEREFORE, IT IS HEREBY ORDERED, that the Land Sale Agreement between Klamath County and Frank J. Adams dated October 12, 1994, is hereby declared **null and void**. A certified copy of this Order shall be mailed by registered mail or by certified mail with return receipt to Frank J. Adams at his last known address being: P O Box 903431, Palmdale, CA 93590-3431.

NOTE: Pursuant to ORS 275.220 (2) within twenty (20) days after the service of the order of cancellation upon the holder, the holder of the canceled contract may appeal from such order to the circuit court for the county in which the land is located. The appeal shall be tried by the court as an action not triable by right to a jury. If appeal is not so taken or if it results upon trial in an affirmance of the order of cancellation, such order shall become absolute and the real property so forfeited again may be sold, without notice.

DONE and DATED this 9th day of May, 2000.

BOARD OF COUNTY COMMISSIONERS

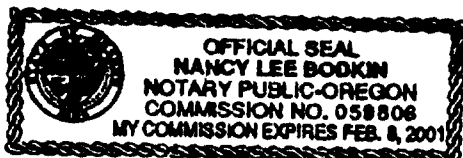

Al Switzer, Chairman of the Board

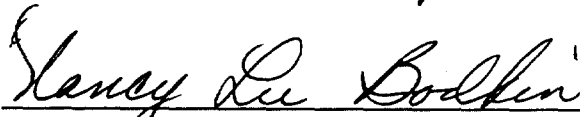

William R. Garrard, County Commissioner


M. Steven West, County Commissioner

State of Oregon, County of Klamath
Recorded 07/06/00, at 12:13 p.m.
In Vol. M00 Page 24737
Linda Smith,
County Clerk Fee \$ 31 call

SUBSCRIBED and SWORN to before me this 9th day of May, 2000.




Notary Public of Oregon
My Commission Expires Feb 8, 2001

Until a change is requested
this Document & tax notices
shall be sent to: **KLAMATH COUNTY**

State of Oregon, County of Klamath
Recorded 05/10/00, at 11:19 a.m.
In Vol. M00 Page 16902
Linda Smith,
County Clerk Fee \$ NC