



00188014201600062610050058

06/14/2016 10:43:21 AM

Fee: \$62.00

Vendor Name and Address: Klamath County 305 Main St, Rm 121 Klamath Falls, OR 97601	
Vendee(s) Name and Address: Klamath County and Enriqueta Deaton PO Box 41 Chemult, OR 97731	
After recording, return to (Name, Address, Zip): Klamath County and Enriqueta Deaton PO Box 41 Chemult, OR 97731	
Until requested otherwise, send all tax statements to (Name, Address, Zip): Klamath County and Enriqueta Deaton PO Box 41 Chemult, OR 97731	

### MEMORANDUM OF LAND SALE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that on **6/9/2016**, Klamath County, a Political subdivision of the State of Oregon, as vendor and **Klamath County and Enriqueta Deaton**, as vendee(s) made and entered into a certain land sale agreement wherein said vendor agreed to sell to said vendee(s) and the latter agreed to purchase from said vendor the fee simple title in and to the following described real property in klamath county, state of oregon, to-wit:

**Description of real property:** Parcel 1 of Land Partition 127-06, located in the NW 1/4 of Section 20, Township 28 South, Range 08 East of the Willamette Meridian, Klamath County Oregon. TOGETHER WITH a 60 foot access and public utility easement as shown on Land Partition 127-06, located in the NW 1/4 of Section 20, Township 28 South, Range 08 East of the Willamette Meridian, Klamath County, Oregon. Parcel 2 of Land Partition 127-06, located in the NW 1/4 of Section 20, Township 28 South, Range 08 East of the Willamette Meridian, Klamath County Oregon. **APN: R88345,R895003 MapTaxLot: R-2808-020B0-00500-000, R-2808-020B0-00501-000**

**Subject to covenants, conditions, restrictions, easements, reservations, rights, rights of way and all matters appearing of record.**

The true and actual consideration of the transfer, set forth in said Land Sale Agreement is \$23,250.00, all deferred payments bear interest at the rate of 16% per annum from the date of said Land Sale Agreement until paid. \*Recording fee subject to change\*

In Witness Whereof the said vendor has executed this Memorandum on **6/9/2016**.

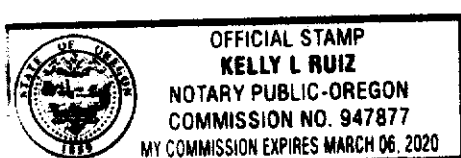
Before signing or accepting this instrument, the person transferring fee title should inquire about the person's rights, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, and Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010. 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, and Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010.

Rafael Hernandez  
Rafael Hernandez, Klamath County Tax Collector

STATE OF OREGON, County of KLAMATH ) ss.

This instrument was acknowledged before me on this 13 day of June 2016, by Rafael Hernandez, as Klamath County Tax Collector, duly authorized and directed to sign this instrument in lieu of the Chairman of the Board of County Commissioners of Klamath County, Oregon, and the duly elected qualified and acting Commissioners, respectively, of said County and State; and said Klamath County Tax Collector acknowledged said instrument to be the free act and deed of said County.

(SEAL)



IN WITNESS WHEREOF, I hereto set my hand and official seal.

Kelly Ruiz  
Notary Public for the State of Oregon  
My Commission Expires: March 6, 2020

## AGREEMENT

THIS AGREEMENT, made and entered into on **6/9/2016**, by and between **KLAMATH COUNTY**, a Political subdivision of the State of Oregon, hereinafter called SELLER, and, hereinafter called PURCHASER.

### WITNESSETH

1. **SELLER**, AGREES TO SELL TO PURCHASER for the price and on the terms and conditions set forth below, that certain real property and all improvements, situated in Klamath County, State of Oregon, described as follows: Parcel 1 of Land Partition 127-06, located in the NW 1/4 of Section 20, Township 28 South, Range 08 East of the Willamette Meridian, Klamath County Oregon. TOGETHER WITH a 60 foot access and public utility easement as shown on Land Partition 127-06, located in the NW 1/4 of Section 20, Township 28 South, Range 08 East of the Willamette Meridian, Klamath County, Oregon. Parcel 2 of Land Partition 127-06, located in the NW 1/4 of Section 20, Township 28 South, Range 08 East of the Willamette Meridian, Klamath County Oregon.

**Subject to covenants, conditions, restrictions, easements, reservations, rights, rights of way and all matters appearing of record.**

**APN: R88345,R895003**

**MapTaxLot: R-2808-020B0-00500-000, R-2808-020B0-00501-000**

Before signing or accepting this instrument, the person transferring fee title should inquire about the person's rights, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, and Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010. 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, and Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010.

2. **PURCHASER**, agrees to pay the sum of **\$31,000.00** in lawful money of the United States of America, said sum to be paid in the following manner:  
THE SUM OF **\$23,250.00** upon execution of this agreement, the receipt of which is hereby acknowledged, the remainder to be paid under written agreement with the purchaser in two (2) equal annual installments over a term not exceeding two years from the date of sale, all deferred payments to bear interest from the date of sale at a rate of **sixteen (16) percent** per annum, payable annually; the first of said installments on **6/9/2017**; and the remainder annual installment to be paid on **6/9/2018**. Separate payment is required for each individual land sale contract. Payments are to be made at the Klamath County Property Sales Department located at the Klamath County Government Center, 305 Main Street, Rm #121, Klamath Falls, OR 97601 with a check made payable to "Klamath County Property Sales". Last payment **MUST** be made by a cashier's check, certified check or money order (no exceptions). The Remitter name(s) must match the name(s) listed on the land sale contract. If payment is received within ten (10) days of due date, interest shall be calculated as if payment was made on due date. Payment over ten (10) days late will have additional interest assessed. Recording fee subject to change.
3. **TAXES AND LIENS**: PURCHASER agrees to pay when due all taxes and assessments which are hereafter levied against the property and to keep the property free from all public municipal and statutory liens which may be thereafter lawfully imposed upon the premises. Klamath County reserves the right but is not obligated to make the necessary payments in order to keep the property free from all public municipal and statutory liens. In that case all monies paid out by Klamath County will be added into the final balance due on contract.
4. **POSSESSION**: PURCHASER shall be entitled to possession of the property from and after the date of this agreement.
5. **MAINTENANCE AND INSURANCE**: Commencing with the possession date and thereafter and at all times under this agreement, PURCHASER shall with respect to the property, do the following:
  - a. Keep all buildings and other improvements now existing or which shall hereafter be placed on the property in good condition and repair;
  - b. Promptly comply with all the laws, ordinances, regulations, directions, rules and regulations of governmental agencies, authorities applicable to the use or occupancy of the property and in this connection, promptly make all the required repairs, alterations and additions;
  - c. Timber or minerals, whether marketable or non-marketable, shall not be severed from nor removed from the property under this Agreement without the express approval, in writing by SELLER. Such severance or removal, if not approved by SELLER, shall constitute a breach of this Agreement. Proceeds from the sale of any timber or minerals removed from the

property will be applied first to decrease the remaining principal of the purchase price, and the remainder, if any, will go to the Purchaser. If timber or minerals removed from the property are not sold, the remaining principal of the purchase price is to be paid down by the SELLER in an amount equal to the stumpage value of the timber or the fair market value of the minerals;

- d. PURCHASER shall keep all improvements then existing or which shall thereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to SELLER and PURCHASER as their respective interests may appear, and certificates evidencing the policy shall be delivered to SELLER and shall contain a stipulation providing that coverage will not be cancelled or diminished without a minimum of ten (10) days written notice to SELLER. In the event of a loss, PURCHASER shall give immediate notice to SELLER. SELLER may make proof of loss if PURCHASER fails to do so within fifteen days of casualty.
6. **INDEMNIFICATION:** PURCHASER shall indemnify and defend SELLER from any claims, loss or liability arising out of or related to any activity of PURCHASER on the property or any condition of the property.
7. **DEED:** Upon payment of the total purchase price for the property as provided in this agreement and performance by PURCHASER of all other terms, conditions and provisions of this Agreement, SELLER shall forthwith deliver to PURCHASER a good and sufficient Quitclaim Deed.
8. **DEFAULT:** Time is of the essence of this agreement. A default shall occur if:
  - a. PURCHASER fails to make any payment within ten days after it is due;
  - b. PURCHASER fails to perform any other obligation imposed by this agreement and does not correct or commence correction of such failure within thirty (30) days after receipt of written notice from SELLER specifying the manner in which PURCHASER is in default; or
  - c. PURCHASER becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of PURCHASER'S property or properties; PURCHASER makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or PURCHASER is the subject to an involuntary petition of bankruptcy which is not dismissed within ninety (90) days. If PURCHASER consists of more than one person or entity, the occurrence of any of these events as to any one such person or entity shall constitute a default hereunder.
  - d. The making or suffering by PURCHASER of a fraudulent transfer under applicable federal or state law; concealment by PURCHASER of any of its property from creditors; the making or suffering by PURCHASER of a preference within the meaning of the federal bankruptcy law; or the imposition of a lien through legal proceedings or distraint upon any of the property of PURCHASER. If PURCHASER consists of more than one person or entity, the occurrence of any of these events as to any one such person or entity shall constitute a default hereunder.
9. **DEFAULT REMEDIES:** In the event of a default, SELLER may take any one or more of the following steps:
  - a. Declare the entire balance of the purchase price and interest immediately due and payable;
  - b. Seller shall retain all monies paid to them by Purchaser under this agreement;
  - c. Foreclose this agreement by suit in equity;
  - d. Specifically enforce the terms of this agreement by suit in equity;
  - e. Cancel this agreement or enter into a new agreement in writing in accordance with the procedures outlined in O.R.S. 275.220 ten (10) days after the effective date of any notice to PURCHASER.The remedies provided above shall be non-exclusive and in addition to any other remedies provided by law.
10. **REPRESENTATION AND CONDITION OF PROPERTY:** PURCHASER accepts the land, buildings, improvements and all other aspects of the property in their present condition, as is, including latent defects, without any representations or warranties, expressed or implied, unless they are in writing signed by SELLER. PURCHASER agrees that he has ascertained, from sources other than SELLER, the applicable zoning, building, housing and other regulatory ordinances and laws and that he has purchased the property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the property, and SELLER has made no representations with respect thereto.
11. **RESALE:** It is specifically understood and agreed that this Agreement is personal between SELLER and PURCHASER and that SELLER desires to accept PURCHASER'S personal responsibility and control of the real property which was a material inducement to SELLER in the execution of the Agreement. It is further understood by the parties that this is a sale of tax foreclosed property and that SELLER may be selling the property at a price below fair market value in order to return the property back to the tax rolls. If this Agreement or the property being sold hereunder is sold, assigned or transferred by PURCHASER, voluntarily or involuntarily, without obtaining SELLER'S written consent, such assignment, sale or other transfer shall be deemed to increase the risk of SELLER and the SELLER may, at his option, declare the entire unpaid balance immediately due and payable, or at SELLER'S sole option, may consent to such sale, assignment or other transfer of this agreement of the property.

12. NOTICE: Any notice under this agreement shall be in writing and shall be effective when actually delivered in person or three (3) days after being deposited in the U. S. Mail, registered or certified, postage prepaid and addressed to the party at the address stated in this agreement or such other address as either party may designate by written notice to the other. After, any notice to PURCHASER should be to the following address:  
**Mailing Address: PO Box 41, Chemult, OR 97731**  
**Physical Address: 100525 Beaver Marsh, Chemult, OR 97731**
13. WAIVER: Failure by SELLER at any time to require performance of any provision of this agreement shall not limit the right of SELLER to enforce the provision, nor shall any waiver by SELLER of any breach of any provision be a waiver of any succeeding breach of that provision or a waiver of that provision itself of any other provision.
14. COSTS AND ATTORNEY FEES: In the event suit or action is instituted to enforce any of the terms of this agreement, each party shall be responsible for its own attorney fees.
15. SUCCESSOR INTERESTS: This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. Consent by SELLER to one transfer shall not constitute consent to other transfers or waiver of this section.
16. NUMBER, GENDER AND CAPTIONS: As used herein, the singular shall include the plural, and the plural, the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context required. All care intended solely for convenience of reference and shall in no way limit any of the provisions of this agreement.
17. TAX STATEMENTS: All tax statements shall be sent to the address listed in Section 12 above until such time a change is requested. Notification of a mailing address change must be provided in writing to the Klamath County Tax Office/Property Management and the Klamath County Assessor's Office.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate as of the day and year first above written.

**SELLER:**

KLAMATH COUNTY, OREGON

Rafael Hernandez  
Rafael Hernandez, Klamath County Tax Collector

6-13-2016  
Date

**PURCHASER(S):**

Klamath County and Enriqueta Deaton

Enriqueta Deaton

6-13-16  
Date

Date

STATE OF OREGON, County of KLAMATH ) ss.

On this 13 day of June 2016, before me personally appeared Enriqueta Deaton personally known to me/whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is/are subscribed to the within instrument, and acknowledged that he / she / they executed the same for the purposes herein contained.

(SEAL)



IN WITNESS WHEREOF, I hereto set my hand and official seal.

Kelly Ruiz  
Notary Public for the State of Oregon  
My Commission Expires: March 6, 2020

STATE OF OREGON, County of KLAMATH ) ss.

BE IT REMEMBERED, That on this 13 day of June 2016, before me, the undersigned, appeared Rafael Hernandez, Klamath County Tax Collector, personally known to me, who being duly sworn, did say that he, the said Rafael Hernandez, is duly authorized and directed to sign this document in lieu of the Chairman of the Board of County Commissioners and Commissioner of KLAMATH County, Oregon, and the duly elected, qualified and acting Commissioners, respectively, of said County and State; and that the seal affixed to said within instrument, is that of said county and state; and said Klamath County Tax Collector acknowledge said instrument to be the free act and deed of said County.

(SEAL)



IN WITNESS WHEREOF, I hereto set my hand and official seal.

Kelly Ruiz  
Notary Public for the State of Oregon  
My Commission Expires: March 6, 2020