

KLAMATH COUNTY PROPERTY SALES

305 MAIN ST, RM 121

KLAMATH FALLS, OR 97601

(541) 883-4297

Office Hours: Monday - Friday; 8:00am to 4:00pm

Front Counter Hours: Monday-Friday, 9:00am to 4:00pm

Rafael Hernandez: Property Manager

**MISSION:** Whenever it is in the best interest of Klamath County to sell any county owned property, an Order shall be entered by the Board of County Commissioners to make sale thereof with a fixed minimum price including conditions and terms of the sale.

**NOTICE REQUIREMENTS:** Notice shall be published in the Herald and News newspaper for four consecutive weeks prior to such sale which shall state the date, time, place, description or interest therein to be sold, minimum price and such other matters deemed pertinent. Sales take place on the date advertised and shall be conducted between the hours of 10 a.m. and 4 p.m.

**UNDERSTANDING:** Pursuant to ORS 275.110, the Klamath County Board of Commissioners may amend from time to time or revoke any or all properties from such sale.

In accordance with ORS 275.130 prior to the date set for the sale of property as indicated in the notice of sale required under ORS 275.120, a municipal corporation may file with the county clerk notice that the municipal corporation has a lien arising out of an assessment for local improvement against the property described in the notice.

The notice shall identify each property described in the notice to which a lien for assessment for local improvement has attached and shall state the principal amount of the lien and the interest thereon to date. Upon receipt of the notice, the county clerk shall forward a copy of the notice to the county treasurer and to the county employee responsible for the management of county-owned real property acquired by the foreclosure of delinquent property taxes.

A notice filed within the time and in the manner permitted under this section shall preserve the rights of a municipal corporation to a distribution under ORS 275.275 (3) (a) (A).

All property shall be accepted subject to covenants, conditions, restrictions, easements, reservations, rights, rights of way and all matters appearing of record and no conditions shall be allowed by purchaser on any parcel, i.e. purchased conditioned on zoning regulations, building regulations, successful bidder on surrounding parcels, etc.

The successful bidder accepts the land, building(s), and all other improvements in their present condition, AS IS, including any defects, without any representations or warranties, expressed or implied. The successful bidder further acknowledges that in the event the property or structures are considered to be a DEQ hazard, Klamath County shall have no liability for any costs associated with the environmental assessment or cleanup.

**DISCLAIMER:** Klamath County **does not** warrant or guarantee in any fashion that purchaser will have an insurable interest in the property. Title companies may refuse to insure foreclosed property.

Klamath County **shall not** warrant or defend the fee simple title of real property offered for sale to be free of defects or encumbrances. Klamath County will sell and convey by **Quit Claim deed** only such title as Klamath County has acquired through the foreclosure procedure. Conveyance is subject to recorded easements to the United States or any government agency thereof; and conveyance **does not** guarantee access or septic tank approval. Foreclosure of taxes may not extinguish liens. No warranties, expressed or implied, are given.

Title conveyed by Klamath County **does not** warrant that properties under forest/farm zoning use will allow dwelling or structures to be constructed on such property. Purchasers are cautioned to consult the Planning Department for zoning regulations on individual parcels.

Klamath County **does not** warrant that the awarded bid reflects the true assessed value of property conveyed and recommends that bidders contact the Klamath County Assessor's office to determine the assessed value for tax purposes. The Real Market Value is from the last

certified tax roll (ORS 311.105). The minimum price shown is a tax sale value and is not binding upon the Klamath County Assessor for assessment purposes.

Klamath County reserves the right to refuse to enter into a contract with any buyer who is not current with property taxes and or has failed to perform his or her obligations on any previous purchase of real property from Klamath County. **Prior listed owners will not be allowed to repurchase the property that has been foreclosed on by Klamath County once the final redemption date has expired. The prior listed owner will not be allowed to bid on the property at the county auction. Klamath County reserves the right of refusal to enter into a contract with any buyer who is not current with property taxes; and or has failed to perform his or her obligations on any previous purchase of real property from Klamath County. Current or past delinquencies will result in a 2 year suspension from participating in the County Sale.**

**REGISTRATION PROCEDURES:** The Mandatory Registration form must be submitted for approval by deadline given. When submitting the form all fees are required paid in full and are non-refundable, no exceptions once approved. If bidders have registered by the deadline given, but the registration fee is not included or received by the deadline given, no participation in the sale will be allowed. If a prospective purchaser(s) is/are registered by a deadline given and is/are having a person attend the sale for them in a **representative capacity**, the prospective purchaser(s) **must** have the appropriate document authorizing the representative to conduct such transaction signed in front of a notary public and recorded with the Klamath County Clerk prior to **4 p.m.** on the deadline given **along with a copy to the Property Sales Dept. by 4 p.m. the same day but no later than the deadline.**

If the instrument(s) **does not** contain words that otherwise limit the period of time of its effectiveness, the instrument shall remain in effect until revoked by the principal. If a Durable Power of Attorney is already of record with the Klamath County Clerk and **has not been revoked** prior to the date of sale, no additional instrument shall be required, but a copy of the recorded instrument **must be given** to the Property Sales Dept. **prior to or by 4 p.m. by the deadline given.**

If registered as a business, corporation, trust, etc., you **must** provide copies of current By-Laws, Trust documents, etc. to the Property Sales Dept. **prior to or by 4 p.m. by the deadline given. No exceptions.** In order to attend the auction you must be a registered bidder, others may be asked to leave, if deemed disruptive, at the discretion of County staff.

**Note: For registration deadlines please review the bidder registration form.** When registering, the situs location means where you permanently reside.

**BID TERMS:** Bids for property of \$5,000.00 or less may be made in any amount, but no less than minimum increments of \$50.00. Bids of \$5,001.00 and up may be made in any amount, but no less than minimum increments of \$100.00. Bids less than the advertised minimum bid will not be accepted.

**SALE TERMS:** The terms of the sale shall be **cashier's check only** at the time of sale by the highest bidder upon having been awarded the property payable to Klamath County Property Sales. A Certificate of Sale will be given the day of the sale. If payment is not received the day of the sale, the awarded party's bid(s) will become **null and void** unless otherwise noted.

If the purchase price is \$20,000 or less, the full amount plus the recording fee(s) is to be paid **in full the day of the sale**. Property purchased with an amount of \$20,000.01 or more may be purchased on a Land Sale Agreement with 25% down plus the recording fee(subject to change) with the remaining balance to be paid in equal 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 Land Sale Agreement shall be issued, signed and notarized the day of the sale if all amounts due are collected. You must have your **current photo I. D.** (driver's license). I. D. can also be by an institution, a business entity, federal, state, county, municipal or other local Gov't containing a signature.