

1 THIS AGREEMENT, made this 21st day of November, 1967, by and between IDA L.  
2 SPIRES, widow of Wallace Lund Spires, deceased, Owner, and BOISE CASCADE CORPORA-  
3 TION, dba Bestway Building Center, Claimant,

4 W I T N E S S E T H:

5 THAT WHEREAS, Owner and her late husband, Wallace Lund Spires, owned the  
6 following real property in Klamath County, Oregon, to-wit:

7 Lots 13 through 18, Block 34, Mountain View Addition  
8 to the City of Klamath Falls, Klamath County, Oregon,

9 as Tenants by the Entirety; and

10 WHEREAS, said Wallace Lund Spires died on or about May 9, 1967; and

11 WHEREAS, Owner and her said husband had purchased materials and supplies  
12 from Claimant totaling \$2,555.88 to be used in a dwelling house being constructed  
13 on said real property, for which Claimant has not been paid; and

14 WHEREAS, Claimant has filed a Claim in said amount against the Estate of  
15 Wallace Lund Spires, deceased, which said Claim has been examined and allowed by  
16 the Administrators thereof but that said Estate is involved in litigation and  
17 is unable and will be unable to pay said Claim within the foreseeable future;  
18 and

19 WHEREAS, Claimant also filed a Materialman's Lien against said real property  
20 with the County Clerk of Klamath County, Oregon, on May 24, 1967, which said  
21 Claim was duly recorded in Volume M67 -- 3878 of Official Records of Klamath  
22 County; and

23 WHEREAS, the time in which Claimant must file suit to foreclose its said  
24 Claim will expire on November 24, 1967; and

25 WHEREAS, Owner wishes Claimant to refrain from filing said suit at this time  
26 so that Owner may seek to sell said real property in an orderly manner, and  
27 Claimant is willing to allow such extension if Owner will stipulate and agree  
28 that the Claimant shall have until November 24, 1968, in which to file suit to  
29 foreclose said lien,

30 NOW THEREFORE, in consideration of the premises, it is mutually stipulated  
31 and agreed as follows:

32



1.

That Claimant's said Claim is a good, valid and existing Claim and Lien, and that the sum of \$2,555.88 is due thereon, and Owner does hereby further give, grant and convey unto Claimant a mortgage lien upon said premises to further secure the payment of said sum of \$2,555.88 by May 24, 1968, or upon the sale of said real property, whichever event shall first occur.

2.

That Claimant will not file suit to foreclose said Lien or this Mortgage prior to May 24, 1968, but that Claimant shall have to and including the 24th day of November, 1968, in which to file such suit if said Claim is not paid by May 24, 1968.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

*Ida L. Spires*  
Ida L. Spires

BOISE CASCADE CORPORATION  
By *Clifford A. Clayton*  
its Manager

STATE OF OREGON )  
County of Klamath ) SS  
November 22, 1967  
Personally appeared the above named Ida L. Spires and acknowledged the foregoing instrument to be her voluntary act and deed.  
Before me:

*Geoff. McDonald*  
Notary Public for Oregon

(SEAL)  
My Commission Expires: April 4, 1971

STATE OF OREGON )  
County of Klamath ) SS  
November 22, 1967  
Personally appeared Clifford A. Clayton, who, being duly sworn, did say that he is the Manager of Boise Cascade Corporation, and that the foregoing instrument was signed in behalf of said Corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.  
Before me:

*Harmon J. Smith*  
Notary Public for Oregon

(SEAL)  
My Commission Expires: Dec 21, 1970

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of H. F. Smith

this 22 day of November A.D. 19 67 at 3:20'clock P M., and  
duly recorded in Vol. M-67 of Mechanis' Lien on Page 9026

Fee 3.00

DOROTHY ROGERS, County Clerk

By *Dorothy Rogers*

GANDONG, GANDONG  
& GORDON  
ATTORNEYS AT LAW  
KLAMATH FALLS, ORE.

*H. F. Smith*  
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