

KNOW ALL MEN BY THESE PRESENTS: The undersigned, hereinafter called the claimant, has performed labor at the special instance and request of Ochinero Construction Company who at all times while said labor was being performed was the ☒ original contractor, ☐ subcontractor, ☐ or ☐ other person (indicate which) having charge of the construction of that certain improvement known as Travelodge Motel situated upon certain land in the County of Klamath, State of Oregon, described as follows:

Lots 5, 6, 7 and 8, in Block 20 of the Original Townsite of Klamath Falls, Oregon.

Said improvement is also known as Travelodge Motel in the City of Klamath Falls, Oregon. No. Second and Fine Street S

Said labor was furnished to be used and was used in constructing said improvement and was furnished to the original contractor, subcontractor or other person named above who was the agent of the owner of said described land and said improvement and the person by whom claimant was employed; at all times herein mentioned, the said owner had knowledge of the construction of said improvement and consented thereto; on the date hereof Milton O. Brown and Donald E. Kettleburg and Raymond J. Kittleson

is the owner or reputed owner of said land and improvement.

The reasonable value of said labor furnished by claimant for use and used in said construction was and is \$6,138.15 and there is now due and owing claimant for the said labor so performed, after deducting all just credits and offsets, the sum of \$6,138.15

The following is a true statement of claimant's demand after the deductions mentioned above, to-wit:

xxx Ochinero Construction Co.

In Account with the Undersigned Claimant

|   | Dr.       | Cr. |
|---|-----------|-----|
| Superintendent services   | \$1400.00 | \$  |
| Ore.St.& Fed.w/th/ng.from laborers & carpenters sal. (Apr, May, 1969) |           |     |
| Industrial Indemnity (Mar, Apr, May, 1969)                            |           |     |
| Carpenters & Laborers Union w/th/ng. (Mar, Apr, May, 1969)            | 3028.64   |     |
| Fed.w/th/ng.from laborers & carpenters salaries (March, 1969)         | 522.64    |     |
| State w/th/ng. from laborers & carpenters salaries (March, 1969)      | 81.46     |     |
| Personal wages  | 950.00    |     |
| Transportation to job   | 78.00     |     |
| Unpaid employee-Jack Reed   | 77.47     |     |
| Costs: Preparation of Lien Notice                                     | 5.00      |     |
| Balance Due Claimant:   | 6143.15   |     |

Claimant claims a lien for the amount last stated upon the said improvement and upon the land upon which said improvement is situated, together with such space about the same as may be required for the convenient use and occupation thereof, to be determined by the court at the time of the foreclosure of this lien.

The time in which claimant has to file this claim of lien for recording with the county clerk of the county in which said improvement is situated has not expired; forty-five days have not elapsed (indicate which)

☐ after \_\_\_\_\_, 19\_\_\_\_, the date on which said construction was completed.  
☒ after May 28, 1969, the date on which claimant ceased to labor or furnish labor on said construction.

In construing this instrument, the masculine pronoun means and includes the feminine and the neuter and the singular includes the plural, as the circumstances may require.

Dated this 2nd day of July, 1969

ED ARCHER CONSTRUCTION

By Edward B. Archer  
Edward B. Archer  
Claimant



STATE OF OREGON,

County of Klamath } ss.

I, Edward B. Archer, being first duly sworn, depose and say: That I am the Claimant claimant named in and who signed the foregoing instrument; that I have knowledge of the facts therein set forth; that said instrument contains a true statement of claimant's demands and the amount due claimant after deducting all just credits and offsets; that all statements made in said instrument are true and correct.

Edward B. Archer

Subscribed and sworn to before me this 2nd day of July, 1969.

Norma Sue Pearson  
Notary Public for Oregon  
My commission expires 6-14-70

(SEAL)

# Notice of Mechanic's Lien Labor

(FORM No. 126)  
STEVENS-NEES LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument was received for record on the 2 day of July, 1969, at 11:15 o'clock P.M., and recorded in book N 69 on page 5775 Record of Mechanic's Lien of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

By Hazel Dugan Deputy

AFTER RECORDING RETURN TO

Gamraz & Root  
514 Walnut St  
Klamath Falls  
Oregon 97601

Fee \$3.00



SK

33454a VOL 169 PAGE 5726a

THIS MORTGAGE, Made this 1 day of July, 1969,  
by GEORGIA McCASKEY, a widow Mortgagee,  
to C.M. LEE AND CATHERINE LEE, husband and wife, Mortgagee,

WITNESSETH, That said mortgagor, in consideration of TWO THOUSAND AND NO/100  
(\$2,000.00) ----- Dollars, to him paid by said mortgagee, does hereby  
grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that cer-  
tain real property situated in Klamath County, State of Oregon, bounded and described as  
follows, to-wit:

Beginning at the Northeast corner of Lot 12 of Block 94  
of BUENA VISTA ADDITION to the City of Klamath Falls,  
Oregon; thence Southwesterly along the Southerly line of  
Upham Street, a distance of 50 feet; thence Southeasterly  
and parallel to Siskiyou Street (formerly Campo Street) a  
distance of 145 feet to the South line of said Lot 12, thence  
Northeasterly and parallel to Upham Street a distance of 50  
feet to Siskiyou Street; thence Northwesterly along the  
Westerly line of Siskiyou Street, a distance of 145 feet to  
the place of beginning, being the Easterly 50 feet of Lot 12  
of Block 94 of Buena Vista Addition to the City of Klamath  
Falls, Oregon, according to the duly recorded plat of said  
addition.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging  
or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and  
profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage  
or at any time during the term of this mortgage.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his  
heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of a promissory note, of which the  
following is a substantial copy:

\$ 2,000.00

Each of the undersigned promises to pay to the order of C.M. LEE AND CATHERINE LEE

at

---TWO THOUSAND AND NO/100--- DOLLARS.

with interest thereon at the rate of five percent per annum from 8/15/69 until paid, payable  
in monthly installments of \$25.00 or more in any one payment; interest shall be paid  
included in and \*in addition to the minimum payments above required; the first payment to be made  
on the 15th day of August, 1969, and a like payment on the 15th day of each  
month thereafter, until the whole sum, principal and interest has been paid; if any of said installments is

not paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the  
holder of this note. If this note is placed in the hands of an attorney for collection, each of the undersigned promises  
and agrees to pay holder's reasonable collection costs, including reasonable attorney's fees, even though no suit or  
action is filed hereon; however, if such suit or action is filed, the amount of such reasonable attorney's fees shall be  
fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

Due

19

At

No.

\* Strike words not applicable.

FORM No. 217—INSTALLMENT NOTE (Oregon UCC) 558E

STEVENS-HESS LAW PUB. CO. PORTLAND

and said mortgagee covenants to hold with said mortgagee, his heirs, executors, administrators and assigns, title to the premises  
sold in fee simple of said premises and has a valid, unencumbered title thereto

and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest, according to  
the terms thereof; that while any part of said note remains unpaid he will pay all taxes, assessments and other charges of every  
nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and pay-  
able and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that  
are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings  
now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other  
hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or  
obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mort-  
gagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mort-  
gagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies  
to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said premises  
the mortgagee may procure the same at mortgagor's expense; that he will keep the buildings and improvements on said premises  
in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagee, the mortgagor shall  
join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satis-  
factory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien  
searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

30



5711

57168

Now, therefore, it said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at his option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand and seal the day and year first above written.

*Georgia McCaskey* (SEAL)  
(Georgia McCaskey)

(SEAL)

(SEAL)

(SEAL)

STATE OF OREGON,  
County of Klamath }  
Filed for record at request of  
Georgia McCaskey  
on this 3rd day of July A.D. 19 69  
at 8:30 o'clock A.M. and duly  
recorded in Vol. M 69 of Mortgages  
page 5716 A.  
By *Wm D. Milne*, County Clerk  
Fee \$ 3.00 rerecorded for date

STATE OF OREGON,  
County of Klamath }  
I certify that the within instrument was received for record on the 1st day of June, 19 69, at 2:19 o'clock P.M., and recorded in book M 69 on page 5716. Record of Mortgages of said County.  
INDEXED

Witness my hand and seal of County affixed.

WM. D. MILNE  
County Clerk Pro Tem.  
By *Georgia McCaskey*  
Fee \$ 3.00  
Return to: *Georgia McCaskey*  
344 Upsham St.  
Astoria

STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 1 day of July, 1969, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named *Georgia McCaskey*, a widow

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Wm D. Milne*  
Notary Public for Oregon.

My Commission expires 9-18-72