

NOV 6 11 05 AM 1969

MECHANIC'S LIEN

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KNOW ALL MEN BY THESE PRESENTS, That the undersigned hereinafter designated the "Claimant", did, between the dates of September 6, 1969, and September 7, 1969, furnish materials to and perform labor for, and at the special instance and request of JOHN POST hereinafter designated the "Builder", to be and which were used and performed in the construction, alteration and/or repair of that certain building and/or improvement known as TOWN & COUNTRY INN, Chemult, Oregon located upon certain land situated in the County of Klamath, State of Oregon, and described as follows:

A tract of land situated in the Southwest quarter of the Southwest quarter of Section 21, Township 27 South Range 8 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point on the Easterly right of way line of the Dallas - California Highway which lies South 19° 24' East, a distance of 1068.4 feet from the Southwest corner of Block 9, of Chemult; thence following the arc of a 03° 04' curve to the left a distance of 23.2 feet to the true point of beginning of the tract herein described; thence continuing on the arc of a 03° 04' curve to the left a distance of 281.1 feet to a point; thence South 28° 43' East a distance of 26 feet more or less to the South line of the Southwest quarter of the Southwest quarter of said section, township and range; thence East along said South line a distance of 124.2 feet more or less to the Southeast corner of the Southwest quarter of the Southwest quarter of said section, township and range; thence North along the East line of the said Southwest quarter of the Southwest quarter 363 feet to a point; thence South 70° 36' West 261.5 feet more or less to the point of beginning.

That at the time Claimant commenced to furnish said materials and perform said labor JOHN POST was the owner or reputed owner of said land and the building and improvements thereon, and had knowledge of, and consented to, the construction, alteration and/or repair of said building and/or improvements, and JOHN POST (or RUTH R. FARRIS or ROBYN JO HALL) is now the owner or reputed owner of the above described land and the building and improvements thereon and had knowledge of, and consented to, the construction, alteration and/or repair of said building and/or improvements.

That the contract price and reasonable value of said materials furnished and labor performed by the Claimant as aforesaid was and is the sum of \$1,337.71 lawful money of the United States and there is now due the Claimant for said materials furnished and labor performed, after deducting all just credits and offsets, the sum of \$1,337.71.

That the following is a true statement of Claimant's demand with all just credits and offsets deducted:

IN ACCOUNT WITH CLAIMANT:

Marlite Labor	\$105.00
Formica Labor	136.00
Vinyl Inlaid Labor	175.00
Floor Preparation Labor	37.50
Carpet Labor	351.00

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Subsistence	80.00
Gasoline	20.00
Total Labor, Subsistence and Gasoline	\$904.50

MATERIALS

Vinyl Inlaid, Formica counter top, Marlite bathtub enclosures	190.11
Eight 25 pound bags Fixall @ \$3.50 Each	28.00
Sixteen square yards carpet @ \$5.10 per square yard	81.60

PROFIT	<u>133.50</u>
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BALANCE DUE CLAIMANT:	<u>\$1,337.71</u>
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That this Claimant claims a lien for the amount of the above claim upon the building and/or improvement hereinbefore described and upon the land upon which said building and/or improvement is located, together with a convenient space about the same, or so much as may be required for the convenient use and occupation thereof, to be determined by the judgment of the Circuit Court at the time of the foreclosure of this lien.

That the time in which the Claimant has to make and file this claim of lien on said property with the County Clerk of the county in which said land is situated has not expired. Sixty days have not elapsed since the completion of said contract.

Dated this 5th day of November, 1969.

Emmett D. Egbert  
 Claimant  
 For Conrad Hildre and Emmett D.  
 Egbert, doing business as  
 Imperial Floor Covering

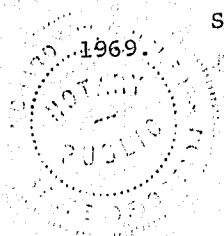
STATE OF OREGON ) ss.  
 County of Lane )

I, EMMETT D. EGBERT, the Claimant named in and who signed the foregoing claim and notice of intention to hold a lien, being first duly sworn, say that I know the contents of said notice of lien and have knowledge of the facts therein set forth, and that the same is in all respects true and correct and contains a true statement of Claimant's demands and the amount due Claimant after deducting all just credits and offsets.

7 Emmett D. Egbert

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SUBSCRIBED AND SWORN to before me this 5th day of November,



*Richard W. Butler*  
Notary Public for Oregon  
My Commission Expires: 6-7-72

STATE OF OREGON,  
County of Klamath

Filed for record at request of

*Richard W. Butler*

on the 6th day of Nov. A.D. 1969

at 11:05 o'clock A. M., and the

recorded in Vol 1769 of Mechanic's

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Wm D. MILNE, County Clerk

By *Charles H. Johnston* Deputy

Fee \$4.50