

62951

FORM No. 123—MECHANIC'S LIEN—Original Contractor.

Vol. 72 Page 3747

SC

KNOW ALL MEN BY THESE PRESENTS: The undersigned, hereinafter called the claimant, did on the 1st day of October, 1971, enter into a contract direct with the owner of the real estate described below for the furnishing of materials and the performance of labor to be used in the construction of that certain improvement known as 2725 S. Sixth Street, Klamath Falls, Oregon, situated upon certain land in the County of Klamath, State of Oregon, described as follows:

Restaurant building known as Shakey's Pizza Parlor
at the above address

~~Said improvement is also known as~~ ~~City of~~ ~~State of~~ ~~County of~~ ~~State of~~

Claimant commenced his performance of said contract on October 4, 1971, and completed his said contract on February 9, 1972.

At the time claimant entered into said contract and at the time claimant commenced the said work and the furnishing of said materials, Klamath Theatres, Inc. was the owner of said land and improvements and the person by whom claimant was employed and to whom claimant furnished materials; at all times herein mentioned, the said owner had knowledge of the construction of said improvement; on the date hereof Klamath Theatres, Inc. is the owner or reputed owner of said land and improvements.

The contract price and reasonable value of said labor and materials furnished for use and used in connection with said construction was and is \$1,432.06 and there is now due and owing claimant for the said materials so furnished and the labor performed, after deducting all just credits and offsets, the sum of \$1,432.06.

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

Owner Klamath Theatres, Inc.

In Account with the Undersigned Claimant

	Dr.	Cr.
Labor	\$ 1058.50	\$
Materials	373.56	
Costs: Preparation of Lien Notice	5 00	
Balance Due Claimant:	1,437.06	

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; sixty days have not elapsed since claimant completed his said contract.

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 10th day of April, 1972.

Dustin J. Card
dba Card Plumbing & Heating Co.

Claimant

APR 10 4 07 PM 1972

STATE OF OREGON,

County of KLAMATH

ss.

I, PRESTON J. CARD, 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.

Preston J. Card

Subscribed and sworn to before me this 10th day of April, 1972.

Harmon F. Smith
Notary Public for Oregon
My commission expires 12-21-74



Notice of
Mechanic's Lien
Original Contractor

(FORM No. 123)

STEVENESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of KLAMATH

ss.

I certify that the within instrument was received for record on the 10th day of APRIL, 1972 at 4:07 o'clock P.M., and recorded in book M. 72 on page 3747.
Record of MECHANIC'S LIENS of said County.

Witness my hand and seal of
County affixed.

WM. D. MILNE

County Clerk

By *Harmon F. Smith*

FEE \$4.00

AFTER RECORDING RETURN TO

R. D. Smith
538 Main
City