

MECHANIC'S LIEN

KNOW ALL MEN BY THESE PRESENTS: The undersigned, hereinafter called the claimant, did on the 28th day of June, 1973, 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 Family Funland situated upon certain land in the County of Klamath, State of Oregon, described as follows:

A parcel of land situated in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1, Township 39 South, Range 9, East W.M., Klamath County, Oregon, more particularly described as follows:

Beginning at a brass bolt on the intersection of the centerline of the Dalles California Highway and the south line of said Section 1, said point being S89°56'W a distance of 17.90 feet from the SW corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 1 as shown on Survey No. 590 recorded in the office of the Klamath County Surveyor; thence N46°09'W along the centerline of said highway a distance of 356.00 feet; thence N17°48'W a distance of 63.18 feet to the intersection of the south-westerly bank of the Enterprise Irrigation District canal and the northeasterly right-of-way line of said highway; thence N17°48'W along the right-of-way line of the canal 358.00 feet to the true point of beginning of the description; thence S43°51'W 170.00 feet to the northeasterly right-of-way line of the State Highway; thence N46°09'W along the highway right-of-way 110.00 feet; thence N43°51'E 209.77 feet to the southerly right-of-way line of the irrigation canal; thence S07°58'W along the canal right-of-way 49.08 feet; thence S17°48'E along the canal right-of-way line 92.3 feet to the point of beginning less any land lying inside the State Highway right-of-way.

Said improvement is also known as 6831 South Sixth Street in the City of Klamath Falls, Oregon.

Claimant commenced his performance of said contract on July 25, 1973, and completed his said contract on August 7, 1973.

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At the time claimant entered into said contract and at the time claimant commenced the said work and the furnishings of said materials, William R. Wynn, Bernice M. Wynn, Donald L. Steers and Hazel Fern Steers were the owners of said land and improvements and the persons by whom claimant was employed and to whom claimant furnished materials; at all times herein mentioned, the said owners had knowledge of the construction of said improvements; on the date hereof William R. Wynn, Ed Shipsey or Family Funland, Inc. are the owners or reputed owners 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 \$2,860.00 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 \$2,860.00.

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

Owners: William R. Wynn, Bernice M. Wynn, Donald L. Steers and Hazel Fern Steers.

In Account with the Undersigned Claimant:		
	Debit	Credit
Materials and labor for roof construction	\$2,860.00	-0-
Costs: Preparation of Lien Notice	5.00	
Balance due Claimant	\$2,865.00	-0-

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.

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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 4 day of October, 1973.

H. P. Henris
H. P. Henris, Claimant

STATE OF OREGON)
County of KLAMATH) ss.

I, H. P. HENRIS, being first duly sworn, depose and say: That I am the 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.

H. P. Henris
H. P. Henris, Claimant

SUBSCRIBED and sworn to before me this 4 day of October,

1973.

Maryann Curand
Notary Public for Oregon
My Commission Expires: 11-20-73

Crane & Bailey
325 Main
112.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Crane & Bailey, Attorneys at Law
this 4th day of October A. D. 19 73 at 3:54 o'clock P.M. and
duly recorded in Vol. M 73, of Mechanic's Liens on Page 13453

W. D. MILNE, County Clerk

Fee 6.00 -3-

By Handwritten Signature