

MECHANIC'S LIEN

KNOW ALL MEN BY THESE PRESENTS: The undersigned, hereinafter called the claimant, did on the 29th day of August, 1974, 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 Motel 6 site situated upon certain land in the County of Klamath, State of Oregon, described as follows:

A tract of land in Lots 3, 4, 5 and 11 of Kielsmeier Acre Tracts, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, said tract being more particularly described as follows: Beginning at a point in Lot 4 which is North 89°53'55" West 130.00 feet and South 00°12'15" West 10.00 feet from the Northeast corner of said Lot 5, said point being on the Southerly right-of-way line of Sixth Street; thence South 00°12'15" West parallel with the East line of said Lot 4 a distance of 190.00 feet; thence South 45°00'00" East a distance of 15.51 feet; thence South 00°12'15" West parallel with the East line of said Lot 4 a distance of 154.01 feet to the South line of said Lot 11; thence North 89°52'00" West along said line a distance of 178.00 feet; thence North 00°12'15" East a distance of 104.00 feet to the North line of said Lot 11; thence South 89°52'00" East along said North line a distance of 25.05 feet to a point North 89°52'00" West 30.00 feet from the Southeast corner of said Lot 3; thence North 00°12'15" East parallel with and 30 feet Westerly of the Easterly line of said Lot 3 a distance of 250.87 feet to a point on the Southerly right-of-way line of said South Sixth Street; thence South 89°53'55" East 141.95 feet to the point of beginning, containing 54,750 sq.ft., with the bearings based on the record of survey number 1852.

Said improvement is also known as Motel 6 on South Sixth Street in the City of Klamath Falls, Oregon.

Claimant commenced his performance of said contract on August 29, 1974, and completed his said contract on September 12, 1974.

At the time claimant entered into said contract and at the time claimant commenced said work and the furnishing of said materials, Jerry W. Thompson 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 Jerry W. Thompson 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 \$ 400.00 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 \$ 400.00.

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

Owner: Jerry W. Thompson

In Account with the Undersigned Claimant

8-29 to 9-12-74	Labor	\$ 400.00	no credits
Costs: Preparation of Lien Notice		\$ 5.00	
Balance due claimant:		\$ 405.00	

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 16th day of October, 1974.

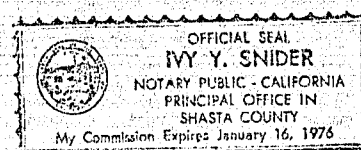
Charles Wampler
Claimant

STATE OF CALIFORNIA)
County of SHASTA) ss.

I, Charles Wampler, 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.

Charles Wampler
Claimant

SUBSCRIBED and sworn to before me this 16th day of October, 1974.



Ivy Y. Snider
Notary Public for
My Commission Expires:

STATE OF OREGON, COUNTY OF KLAMATH; ss.

Filed for record at request of CRANE & BAILEY

this 21st day of OCTOBER A. D. 19 74 at 2:13 o'clock P M., and duly recorded in
Vol. M 74 of MECHANIC'S LIENS on Page 13735

FEE \$ 4.00

WM. D. MILNE, County Clerk
By Hazel Drayton Deputy

Rel.
Crane & Bailey
205 Main
City