

95937

m77 Page 16145

KNOW ALL MEN BY THESE PRESENTS: The undersigned, hereinafter called the claimant, did on the 11th day of November, 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 Fire Repair at 736 Prescott, Klamath Falls, Oregon situated upon certain land in the County of Klamath, State of Oregon, described as follows:

Klamath Falls Buena Vistas Less South 10 ft. Lot 6 Blk 73

DEC 23 1974

RECEIVED

9:41 A.M.

Said improvement is also known as 736 Prescott Street in the City of Klamath Falls, Oregon. No. , 1974, and

Claimant commenced his performance of said contract on November 11th, 1974, and completed his said contract on December 16th, 1974.

At the time claimant entered into said contract and at the time claimant commenced the said work and the furnishing of said materials, Joseph Q. and Halizabeth Fisher 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 November 11th, 1974, Joseph Q. & Halizabeth Fisher 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 \$ 4120.00 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 \$ 4372.50 Extras \$252.50

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

Owner.....

In Account with the Undersigned Claimant

	Dr.	Cr.
	\$	\$
Contract Price	4120.00	
Extras	252.50	
Costs: Preparation of Lien Notice	5 00	
Balance Due Claimant:	4377.50	

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 23rd day of December, 1974.

FINE GROVE BUILDERS

by Don B. Thomas  
Claimant

STATE OF OREGON,

County of KLAMATH

ss.

16146

I, WM. B. THOMAS, 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.

Subscribed and sworn to before me this

23rd day of DECEMBER

1974

(SEAL)

Thyllis B. Kinney

Notary Public for Oregon  
My commission expires 4-30-76

Notice of  
Mechanics' Lien  
Original Contractor

(FORM No. 123)

STEVENS-NESS LAY PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of KLAMATH

ss.

I certify that the within instrument was received for record on the 23rd day of DECEMBER, 1974, at 9:41 o'clock A.M., and recorded in book 1174 on page 16146. Record of CLAIMS LIES of said County.

Witness my hand and seal of County affixed.

W. D. NINE

County Clerk

By Hazel Duane Deputy

AFTER RECORDING RETURN TO

PINE GROVE BUILDERS  
2425 Pine Grove Road  
Klamath Falls, Oregon 97601