

98520

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KNOW ALL MEN BY THESE PRESENTS: The undersigned, hereinafter called the claimant, did on the 22nd day of January, 1975, 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 a residence situated upon certain land in the County of Klamath, State of Oregon, described as follows:

Lot 6, Block 12, SUNSET VILLAGE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

RECEIVED  
11.00 AM

Said improvement is also known as 3941 Rio Vista Street in the City of Klamath Falls, Oregon. No.

Claimant commenced his performance of said contract on January 22, 1975, and completed his said contract on January 22, 1975.

At the time claimant entered into said contract and at the time claimant commenced the said work and the furnishing of said materials, Robert H. Vogel 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 Stephen Kirk 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 \$ 153.84 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 \$153.84.

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

Owner Robert H. Vogel/Stephen Kirk

In Account with the Undersigned Claimant

	Dr.	Cr.
Labor and materials	\$153 84	\$
Costs: Preparation of Lien Notice	5 00	
Balance Due Claimant:	158 84	

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 4th day of March, 1975.

*W. Bortis*

dba BORTIS PLUMBING & HEATING CO.  
Claimant

STATE OF OREGON,

County of KLAMATH

ss.

I, CLEM W. BORTIS, 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 4th day of March, 19 75.

Dennis Sullivan  
Notary Public for Oregon  
My commission expires May 13, 1977

(SEAL)

Notice of  
Mechanics' Lien  
Original Contractor

(FORM No. 121)

STEVENS-NESSLER PUBL. CO., PORTLAND, ORE.

STATE OF OREGON,

County of KLAMATH

ss.

I certify that the within instrument was received for record on the 4th day of MARCH, 19 75, at 11:00 o'clock A.M., and recorded in book M 75 on page 2473.  
Record of MECHANIC'S LIENS of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

County Clerk

By Hazel W. Milne Deputy.

AFTER RECORDING RETURN TO

FEE \$ 4.00

H. F. SMITH

Attorney at Law

PORTLAND, ORE.