

8889

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KNOW ALL MEN BY THESE PRESENTS: The undersigned, hereinafter called the claimant, did on the 2nd day of June, 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 Shasta Drive-In Theater situated upon certain land in the County of Klamath, State of Oregon, described as follows:

Portion SE 1/4 NW, Section 11, Township 39 Range 9
Code 41 Map 3909 1124, Tax Lot 4100

Said improvement is also known as Winter Avenue in the County of City of Klamath Falls, Oregon, No. Street

Claimant commenced his performance of said contract on June 2, 1975, and completed his said contract on June 20th, 1975.

At the time claimant entered into said contract and at the time claimant commenced the said work and the furnishing of said materials, and sub-contractors, Klamath Theaters, 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 Theaters, Inc., 544 Golden Gate Av. San Francisco, Cal. 94102 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 \$ 1851.00 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 \$ 1851.00.

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

Owner: Pine Grove Builders by *Wm. B. Thomas*

In Account with the Undersigned Claimant

	Dr.	Cr.
	\$	\$
Labor, Materials, and Sub-Contractors	1851.00	
Costs: Preparation of Lien Notice	5 00	
Balance Due Claimant:	1856.00	

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 11th day of August, 1975.

Pine Grove Builders

by *Wm. B. Thomas*
Claimant

9340

STATE OF OREGON,

County of Klamath

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I, Wm. B. Thomas, being first duly sworn, depose and say: That I am the owner of Pine Grove Builders 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 11 day of Aug, 19 75.

(SEAL)

James C. Jones
Notary Public for Oregon
My commission expires 8-5-77

Notice of
Mechanics' Lien
Original Contractor

(FORM No. 122)

STELANS NESSLAN PUB CO., PORTLAND, ORE

STATE OF OREGON,

County of KLAMATH

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I certify that the within instrument was received for record on the 11th day of AUGUST, 19 75, at 2:10 o'clock P.M., and recorded in book N 75 on page 9339 Record of Mechanics' Lien of said County.

Witness my hand and seal of County affixed.

M. D. MILNE

County Clerk

By Hazel Mayne Deputy.

AFTER RECORDING RETURN TO

Pine Grove Builders
2425 Pine Grove Road
Klamath Falls, Or 97601

FEE \$ 6.00