

12-85
KNOW ALL MEN BY THESE PRESENTS: The undersigned, hereinafter called the claimant, did on the 24th day of September, 1976, 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 The Stevens Home situated upon certain land in the County of Klamath, State of Oregon, described as follows:

Lot 5 Block 6 1st Addition to Keno Whispering Pines

Said improvement is also known as General Delivery in the City of Klamath Falls, Oregon. No. Street, 1975, and Claimant commenced his performance of said contract on Sept. 24, 1975, and completed his said contract on April 7, 1976.

At the time claimant entered into said contract and at the time claimant commenced the said work and the furnishing of said materials, George R. Stevens and Donna M. Stevens 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 George R. Stevens and Donna M. Stevens 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 \$38,418.92 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 \$8,296.16.

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

Owner George R. Stevens and Donna M. Stevens

In Account with the Undersigned Claimant

			Dr.	Cr.
9-24	75	Contract Price	\$38,418.92	
		Extras	4,768.92	
12-1-	75	Payment		16,243.31
1-10	76	Payment		8,116.53
2-5-	76	Payment		5,762.92
		Costs: Preparation of Lien Notice	5 00	
		Balance Due Claimant:	8,301.16	

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 8th day of April, 1976.

MEL STEWART

Claimant

5086

STATE OF OREGON,

County of Klamath

ss.

I, Melvin L. Stewart, 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.

Melvin L. Stewart

Subscribed and sworn to before me this 8th day of April, 1976.

Merle Eugene R. Lawrence
Notary Public for Oregon
My commission expires 9/16/77

(SEAL)

Notice of
Mechanics' Lien

Construction/Original Contractor

(FORM No. 123)

STEELE'S MECHANICS' LIEN CO., PORTLAND, ORE.

STATE OF OREGON,

County of KLAMATH

ss.

I certify that the within instrument was received for record on the 9th day of APRIL, 1976, at 4:36 o'clock P.M., and recorded in book M 76 on page 5085 Record of CONSTRUCTION LIENS of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

County Clerk

Deputy.

AFTER RECORDING RETURN TO

FEE \$ 6.00

By: [Signature] Deputy
Wm. D. Milne
411 Union
P.O.