

TC

68744

~~WATER OF MECHANIC'S LIEN~~

KNOW ALL MEN BY THESE PRESENTS, That I, the undersigned, having contracted to construct, alter or repair an improvement on the real estate hereinafter described or having been employed to furnish labor or to furnish or transport materials for the improvement or building known as No. _____, City of Klamath Falls, State of Oregon, situated on certain real estate, the legal description of which is _____, 1080-Washburn Park.

A tract of land situated in Lot 1, Block 4, Tract 1080-Washburn Park. Beginning at the Northeast corner of Lot 1, Block 4 of said Tract 1080; thence South $0^{\circ}14'05''$ West along the East line of said LOT 1, 425.00 feet; thence North $89^{\circ}25'10''$ West 410.89 feet to a point 200.00 feet from the West line of said Lot 1; thence North $0^{\circ}09'48''$ East parallel to the West line of said Lot 1, 425.00 feet to the North line of said Lot 1; thence South $89^{\circ}25'10''$ East 411.42 feet to the point of beginning containing 4.01 acres with bearings based on the recorded plat of said Tract 1080.

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in the County of Klamath in said state, desire and intend to waive and release all liens and rights to lien which have accrued or may accrue to me by virtue of said contract of employment and execute this document as evidence thereof;

which have accrued or may accrue to me by virtue of the evidence thereof;

NOW, THEREFORE, I, DAVID J. GORDON, in view of the premises and in consideration of the sum of Five Hundred Dollars (\$500.00) to me in hand paid by DAVID J. GORDON, the receipt of which is hereby acknowledged, hereby waive and release any and all liens, claims of lien and rights to lien on the above described building, improvement and real estate under the mechanic's lien statutes of the State of Oregon, on account of any or all of the following, to-wit: the contract price or the agreed or the reasonable value of all labor, materials, supplies or the transport of materials and supplies furnished or which in the future may be furnished by me, used or to be used in the construction of any improvement on said premises.

It is understood that if the context requires, the singular shall include the plural, and the masculine gender shall include the feminine gender.

In construing this waiver, it is understood that if the context requires, the singular shall include the plural, the masculine shall include the feminine and neuter and generally all grammatical changes shall be made and implied to make the provisions hereof apply equally to one or more individuals and/or corporations.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand; if the undersigned is a corporation, it has caused its name to be signed and seal affixed by its officers; done by order of its board of directors. The waiver of this lien may not be construed as admission of the invalidity of the lien.

DATED: May 29, 1979

ADMINISTRATORS, LTD.

DATED: May 29, 1979

K & W ADMINISTRATORS, LTD.

By

Bert E. Waugh

(If executed by a corporation,
affix corporate seal.)

STATE OF OREGON,

County of Multnomah

County of Maricopa, 19 79

Personally appeared the above named
Bert E. Waugh

and acknowledged the foregoing instru-
ment to be his voluntary act and deed.

(OFFICIAL
SEAL)

Bestote me:

Notary Public for Oregon

My commission expires: 6/5/81

STATE OF OREGON, County of) ss.
....., 19

Personally appeared _____, 19____, and
each for himself and not one for the other, did say that the former is the
president and that the latter is the
secretary of _____

and that the seal attixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL
SEAL)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 11th day of June A.D., 19 79 at 9:20 o'clock A. M., and duly recorded in Vol M-79 of Construction Liens on Page 13609.

FEE \$3.00

WM. D. MILNE, County Clerk

By Jacqueline J. Ketter Deputy