

66317

Vol. M86 Page 17236

**KNOW ALL MEN BY THESE PRESENTS:** The undersigned, hereinafter called the claimant, did on the 16th day of June, 1986, 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 5620 Jennifer Lane, Klamath Falls, Oregon, situated upon certain land in the County of Klamath, State of Oregon, described as follows:

Lot 2, Block 1 of Country Gardens, Klamath County, State of Oregon

'86 SEP 23 PM 4 44

Said improvement is also known as 5620 Jennifer Lane, Street No. in the City of Klamath Falls, Oregon.

Claimant commenced his performance of said contract on August 16, 1986, and completed his said contract on August 23, 1986.

At the time claimant entered into said contract and at the time claimant commenced the said work and the furnishing of said materials, James and Donna Shelby 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, James and Donna Shelby 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 \$1,810.00 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 \$1,810.00.

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

In Account with the Undersigned Claimant

	Dr.	Cr.
Labor and materials	\$1810.00	\$
Costs: Preparation of Lien Notice	5.00	
Balance Due Claimant:	\$1815.00	

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 22nd day of August, 1986.

FARON BAILEY  
B & T Excavating

Claimant

CITY OF Klamath  
STATE OF OREGON

STATE OF OREGON,

County of Klamath

{ ss.

17237

I, FARON BAILEY, 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.

Faron Z Bailey

Subscribed and sworn to before me this 22 day of August, 1986.

Carol O'Brien

Notary Public for Oregon  
My commission expires 10-2-89

(SEAL)

NOTARY PUBLIC IN THE STATE OF OREGON  
CAROL O'BRIEN, NO. 10-2-89

Notice of  
Mechanics' Lien  
Original Contractor  
(Form No. 12)

STEVENSNESS LAW FIRM  
100 N. W. 12th Street  
PORTLAND, ORE.  
Telephone 222-1212

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 23rd day of September, 1986 at 4:44 o'clock P.M., and recorded in book 1186 on page 17236 Record of Construction Liens of said County.

Witness my hand and seal of  
County affixed.

Evelyn Dighen, County Clerk  
By *[Signature]* *[Signature]*  
Fee: \$9.00  
Deputy.

AFTER RECORDING RETURN TO  
Faron Bailey  
B & T Excavating  
4225 Austin  
Klamath Falls, OR 97603

RECEIVED

17238