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13. KNOW ALL MEN BY THESE PRESENTS: The undersigned, hereinafter called the claimant, did on the 13 day of October, 1986, enter into a contract with the owner of the improvement named below for the performance of labor, transporting or furnishing materials to be used in or renting equipment used in the construction of said improvement known as LOCKFORD ESTATES DRIVE

said improvement is situated upon certain land in the County of Klamath, State of Oregon, (which is the site of said improvement), described as follows:

CONSTRUCT FOUR SINGLE FAMILY RESIDENCES. Units to Be Constructed ON Lots 13, 14, 15 & 17. Unit Sizes Are As Follows:

LOT 13 - 912 S.F.

LOT 14 - 1008 S.F.

LOT 15 - 1008 S.F.

LOT 17 - 1104 S.F.

'87 FEB 5 PM 3 09

**CONTRACT**  
**\*\* NOT Completed Because of Non-Pay.**

The address of said land, if known, is (if unknown, so state) LOCKFORD ESTATES DRIVE  
LOTS 13, 14, 15 & 17

The name of the owner or reputed owner of said land is L.P. Development, Oreg. Ltd. and ETAL; in said county and state; the name of the owner or reputed owner of said improvement is L.P. Development, Oreg. Ltd. and ETAL; the person or persons just named, at all times herein mentioned, had knowledge of the construction of said improvement. Claimant was employed to furnish said labor, materials and equipment and to perform said contract by the said owner of said improvement. Claimant commenced his performance of said contract on OCT 15, 1986, provided and furnished all labor, materials and equipment required by said contract and actually used in the construction of said improvement and fully completed his said contract on \*\* Jan 31, 1987, after which he ceased to provide labor, materials or equipment for said improvement.

The following is a true statement of claimant's demand after deducting all just credits and offsets to-wit:

Contract price	\$ 128,721.00
Said price includes materials and supplies in the amount of	\$ 88,560.55
and the reasonable rental value of equipment which is	\$
If no contract price, the reasonable value of claimant's labor, materials and equipment is:	
Labor	\$
Materials	\$
Equipment	\$
Recording fees	\$
Total TO DATE	\$ 88,560.55
Less all just credits and offsets	\$ 45,724.00
* Balance due claimant	\$ 42,836.55

Claimant claims a lien for the amount last stated upon the said improvement and upon the site, to-wit: the land upon which said improvement is constructed, together with the land that may be required for the convenient use and occupation of the improvement constructed on the said site, to be determined by the court at the time of the foreclosure of this lien.

**\* Bills Are NOT All in At this time.**

for the time and place of recording to make this lien a valid claim, see quotation from ORS 87.035 on next page.

—OVER—

1904



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 FEB 05, 1987

American International Building System, Ltd  
Michael J. Muller  
 Claimant

STATE OF OREGON, County of Klamath SS.

I, MICHAEL MULLERS, being first duly sworn, depose

and say: that I am the General Contractor  
 claimant named in the foregoing instrument; that I have knowledge of the facts therein set forth; that all statements made in said instrument are true and correct as I verily believe.

Michael Muller

Subscribed and sworn to before me this 5 day of February, 1987.

Philip P. Hitt

Notary Public for Oregon. My commission expires 4/1/90

(SEAL)

ORS 87.005. "Original Contractor" means a contractor who has a contractual relationship with the owner."

The foregoing lien is created by subsection 1 of ORS 87.010. Section ORS 87.035 provides: "Every person claiming a lien under subsection (1) or (2) of ORS 87.010 shall file the claim not later than 90 days after the person has ceased to provide labor, rent equipment or furnish materials. Every other person claiming a lien under ORS 87.010 shall file the claim not later than 90 days after the completion of the construction.\*\*\*" Also that the lien claim "shall be filed for recording with the recording officer of the county or counties in which the improvement, or some part thereof, is situated."

NOTICE TO THE OWNER of the land described in the foregoing copy of claim of lien:

Please be advised that the original claim of lien of which the foregoing is a true copy was filed and recorded in the office of the recording officer of \_\_\_\_\_ County, Oregon, on \_\_\_\_\_, 19\_\_\_\_.

Claimant

By \_\_\_\_\_

ORS 87.039 provides:

"A person filing a claim for a lien as provided by ORS 87.035 shall mail to the owner and to the mortgagee a notice in writing that the claim has been filed. A copy of the claim shall be attached to the notice. The notice shall be mailed not later than 20 days after the date of filing.\*\*\*"

**CLAIM OF  
CONSTRUCTION LIEN  
ORIGINAL CONTRACTOR**  
 (Form No. 1161)

Lien Claimant

VS.

Lien Debtor

AFTER RECORDING RETURN TO

American Intern'l Building System, Ltd  
PO Box 70126  
Eugene, Or 97401  
5002

\$9.00

STATE OF OREGON,

SS.

County of KLAMATH

I certify that the within instrument was received for record on the 5th day of February, 1987, at 3:09 o'clock P.M., and recorded in book/reel/volume No. M87 on page 1903 or as file/instrument/microfilm reception No. 71115, of the Construction Lien Book of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk  
 NAME TITLE  
 By Bernice A. Hitt Deputy

Fee \$9.00