

TN

85088

WAIVER OF CONSTRUCTION LIEN

Vol. M88 Page 3343

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. 5735 Altamont
Castela South Side Shell, City of Klamath Falls, State of Oregon,
 situated on certain real estate, the legal description of which is T39S R9E Sec 15D TL1600

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;

NOW, THEREFORE, I, the undersigned, in view of the premises and in consideration of (1500.00)
One Thousand Five Hundred Dollars (\$ 1500.00)
 and other good and valuable considerations to me paid by Egon West House Inc
 the receipt of all of which hereby is 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 construction 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.

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.

DATED: February 16, 1988, 19

HEATON STEEL & SUPPLY, INC.

By: Harold R. Heaton
 Secretary

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

STATE OF OREGON,

County of _____

Personally appeared the above named _____

and acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:
 (OFFICIAL SEAL)

Notary Public for Oregon
 My commission expires: _____

STATE OF OREGON, County of Klamath ss.
 February 16, 1988

Personally appeared Harold R. Heaton and

who, being duly sworn, each for himself and not one for the other, did say that the former is the

secretary of _____

Heaton Steel & Supply, Inc., a corporation, and that the seal affixed 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:
Charles Collier
 Notary Public for Oregon
 My commission expires: April 8, 1988

(OFFICIAL SEAL)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of South Valley State Bank the 10th day of March A.D., 19 88 at 11:54 o'clock A M., and duly recorded in Vol. M88 of Construction Liens on Page 3343.

FEE \$5.00

Evelyn Biehn, County Clerk
 By Ann Smith

5-2-88 So. Valley State Bank
 5215 So. 6th, NW