

94714

WAIVER OF CONSTRUCTION LIEN

Vol m88 Page 20881

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. Biehn Street, City of Klamath Falls, State of Oregon, situated on certain real estate, the legal description of which is

Lots 7, 8, 9, 10 and 11, Block 63, LAKEVIEW ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 TWENTY-ONE THOUSAND AND NO/100 Dollars (\$ 21,000.00 ) and other good and valuable considerations to me paid by MONTI'S CONSTRUCTION INCORPORATED

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 gramatical 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: December 6, 19 88, EMPIRE BUILDING SUPPLY  
by: *Richard Grow*

[If executed by a corporation,  
affix corporate seal.]

STATE OF OREGON,  
County of Klamath } ss.  
December 6, 19 88

Personally appeared the above named

of Empire Building Supply

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.  
December 6, 19 88

Personally appeared RICHARD GROW 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

EMPIRE BUILDING SUPPLY, 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: *Richard A. Feld*  
Notary Public for Oregon  
My commission expires: 11/16/91

(OFFICIAL SEAL)

STATE OF OREGON: COUNTY OF KLAMATH: ss.  
Filed for record at request of Mountain Title Co.  
of Dec. A.D. 19 88 at 8:40 o'clock AM., and duly recorded in Vol. M88  
of Construction Liens on Page 20881

FEE \$8.00  
Return: M.T.C.

Evelyn Biehn  
By *Caroline M. M. M.* County Clerk