

Check if claimant is other than original contractor use S-N Form No. 1142

Vol. m9.0 Page 20506

21303

KNOW ALL MEN BY THESE PRESENTS: The undersigned, hereinafter called the claimant, did on the 27th day of October, 1989, 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 DEQ subsurface septic approval; Leisure Woods, Unit 2, Tract 1119, Klamath County, Oregon, is situated upon certain land in the County of Klamath, State of Oregon, (which is the site of said improvement), described as follows:

Leisure Woods, Unit 2, Tract 1119 according to the official plat on file thereof in the office of the County Clerk, Klamath County, Oregon particularly Block 1, Lot 1 through 32, Block 2, Lot 1 through 22, Block 3, Lots 1 through 48, Block 4, Lots 1 through 20, Block 5, Lots 1 through 38, Block 6, Lots 1 through 31, all of Leisure Woods, Unit 2, Tract 1119, according to the official plat on file thereof of Klamath County, Oregon

*and Ann B. Owens.
*and Ann B. Owens.

The address of said land, if known, is (if unknown, so state) unknown in said county and state.

The name of the owner or reputed owner of said land is Leisure Lodge, Inc.; Emery H. Owens *; the name of the owner or reputed owner of said improvement is Leisure Lodge, Inc.; Emery H. Owens **; 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 October 31, 1989, 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 August 4, 1990, 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	\$ 4,800.00
Said price includes materials and supplies in the amount of	\$
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	\$
	\$ 10.00
Recording fees	\$
Total	\$
Less all just credits and offsets	\$ 4,810.00
Balance due claimant	

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.

For the time and place of recording to make this lien a valid claim, see instruction from OAS 87-035 on next page.

—OVER—

1990 OCT 10 PM 2 06

20507



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 10-12, 1990

John T. Bowers
Bowers Excavating & Fencing, Inc. ; by
John T. Bowers, President
Claimant

STATE OF OREGON, County of Klamath ss.

I, John T. Bowers, being first duly sworn, depose

and say: that I am the president of Bowers Excavating & Fencing, Inc., and am the 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.

John T. Bowers
day of October, 1990

Subscribed and sworn to before me this 12th

(SEAL)

Shirley F. Hammond
Notary Public for Oregon. My commission expires 9-10-93

ORS 87.035. "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 Klamath County, Oregon, on October, 1990.

Claimant

(ORS 87.019 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)

Bowers Excavating & Fencing, Inc.

Lien Claimant

vs.

Leinaure Lodge, Jr.; Emery

H. Owens & Ann B. Owens

Lien Debtor

AFTER RECORDING RETURN TO

Aspell, Della-Rose & Richard
122 South 5th Street
Klamath Falls, OR 97601

STATE OF OREGON,

County of Klamath ss.

I certify that the within instrument was received for record on the 10th day of Oct., 1990, at 2:06 o'clock P.M., and recorded in book/reel/volume No. M90 on page 20506 or as file/instrument/microfilm/reception No. 21303 of the Construction Lien Book of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By Pauline M. Mendenhall Deputy

Fee \$10.00

cc 1.00