

ON 22382 If claimant is other than original contractor use S-N Form No. 1162.Vol 790 Page 23500

KNOW ALL MEN BY THESE PRESENTS: The undersigned, hereinafter called the claimant, did on July 02, 1990, enter a contract 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 Rima & Darleen M. Nimmo Residence.

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:

All those portions of Government Lot 7 and Government Lot 8 and the W1/2W1/2W1/2NE1/4 lying north of the existing highway as now located, in Section 22, Township 33 South, R. 71/2 E.W.M. and SE1/4SW1/4; W1/2W1/2-SW1/4SE1/4 of Section 15, Township 33 South, R. 71/2 E.W.M.

The address of said land, if known, is (if unknown, so state) P.O. BOX 516 FORT KLAMATH  
KLAMATH FALLS, OR 97626

The name of the owner or reputed owner of said land is R. RIMA, D. NIMMO, R. & J. MARSHALL in said county and state.  
the name of the owner or reputed owner of said improvement is Ronald K. Rima & Darleen Nimmo;  
the name of the person who employed claimant to furnish said labor, materials, and/or equipment, and to perform said contract is Keith McClung of Interstate Construction;  
the person(s) just named, at all times herein mentioned, had knowledge of the construction of said improvement.

Claimant commenced performance of said contract on July 02, 1990, provided and furnished all labor, materials and equipment required by said contract and actually used in the construction of said improvement and fully completed said contract on November 15, 1990, after which claimant 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 .....  | \$ .....     |
| 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 .....   | \$ 17,021.10 |
| Recording fees .....  | \$ .....     |
| Total .....   | \$ 10.00     |
| Less all just credits and offsets .....   | \$ 17,031.10 |
| Balance due claimant .....  | \$ .....     |
|   | \$ 17,031.10 |

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 quotation from ORS 87.025 on next page.

—OVER—

23501

In construing this instrument the singular includes the plural as the circumstances may require.

Dated November 26, 1990

J & P Wholesale

Set Batten  
Claimant

STATE OF OREGON, County of Klamath ss.

I, Set Batten, being first duly sworn, depose

and say: that I am the rep for J & P Wholesale  
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.

Subscribed and sworn to before me Nov. 26, 1990, 1990.

Set Batten  
Notary Public for Oregon. My commission expires April 1, 1991

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 created under subsection (1) or (2) of ORS 87.010 shall perfect the lien not later than 75 days after the person has ceased to provide labor, rent equipment or furnish materials or 75 days after completion of construction, whichever is earlier. Every other person claiming a lien under ORS 87.010 shall perfect the lien not later than 75 days after the completion of construction.\*" Also that the lien claim "shall be perfected by filing a claim of lien 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 November 26, 1990

J & P Wholesale

Claimant

By Set Batten

ORS 87.039 provides:

"A person filing a claim of lien pursuant to 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 of lien 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

J & P Wholesale  
P.O. Box 5250  
Klamath Falls, OR 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,

County of Klaath ss.

I certify that the within instrument was received for record on the 26th day of November, 1990, at 4:42 o'clock P.M., and recorded in book/reel/volume No. M90 on page 23500 or as file/instrument/micro-film/reception No. 22982, of the Construction Lien Book of said County. Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk  
NAME TITLE

By Deborah Mullins Deputy

Fee \$10.00

C. Copies \$3.00