

OKBB If claimant is other than original contractor use S-N Form No. 1162.

44237

Vol. m92 Page 9271

1 KNOW ALL MEN BY THESE PRESENTS: The undersigned, hereinafter called the claimant, did on the 1 day of December, 1991, 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 DNS Manufacturing Facilities, Klamath Mall, 1805 Avalon Klamath Falls, Oregon 97603; 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:

Tax lot 3909-00300-00200, known as Klamath Mall consisting of A portion of Tracts 32, 33A and 36, and a parcel of Enterprise Tracts situated in the NW 1/4, Section 3, Township 39 South, Range 9 East Willamette Meridian, and a portion of the NW 1/4 of Section 3, Township 39 South, Range 9 East Willamette Meridian, all situated in Klamath County Oregon and specifically described by deed entered at Vol 466, pps 1012-10115, Recorded October 18, 1966 in the Klamath County Deed Records, Klamath County Oregon

Work was performed for and at the contract entered by Ed Moore, President, Oregon Manufacturing Services, Inc

The address of said land, if known, is (if unknown, so state) Klamath Mall, 1805 Avalon Klamath Falls, Oregon 97603 in said county and state.

The name of the owner or reputed owner of said land is O & E Corporation; the name of the owner or reputed owner of said improvement is 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 1 Dec 1991, 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 14 February 1992 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	\$ 4165.00
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	\$
Recording fees	\$ 10.00
Total	\$ 4175.00
Less all just credits and offsets	\$
Balance due claimant	\$ 4175.00

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 87.035 on next page.

-OVER-

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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.

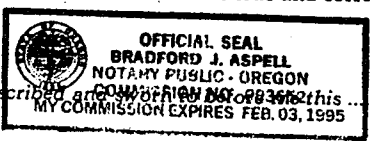
Dated 28 APRIL, 1992

Ralph E. Patterson
dba PAT'S PAINTING & DRYWALL
Claimant

STATE OF OREGON, County of Klamath ss.

I, RALPH E. PATTERSON, DBA PAT'S PAINTING & DRYWALL, being first duly sworn, depose

and say: that I am the PRINCIPAL 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.



28 day of APRIL, 1992
Bradford J. Aspell
Notary Public for Oregon My commission expires

(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_____

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
Aspell, Della-Rose
122 S. 5th St.
Klamath Falls, Or. 97601

STATE OF OREGON, } ss.
County of Klamath
I certify that the within instrument was received for record on the 29th day of April, 1992, at 4:07 o'clock P.M., and recorded in book/reel/volume No. M92 on page 9271 or as file/instrument/microfilm/reception No. 44237, of the Construction Lien Book of said County.
Witness my hand and seal of County affixed.
Evelyn Biehn, County Clerk
NAME TITLE
By Caroline Mueller Deputy

Fee \$10.00