### 192 DEC 7 PH 2 25

## 54855

#### PLEASE RETURN TO:

Vol. mg2 Page

COPELAND LUMBER YARDS INC. Attn: Credit Department 901 N.E. Glisan Street Portland, OR 97232

#### CONSTRUCTION LIEN CLAIM

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, COPELAND LUMBER YARDS INC., an Oregon corporation, hereinafter called the claimant, hereby claims a Construction Lien upon that certain building and the land upon which the same is located in the County of Klamath, State of Oregon, and described as follows, to wit:

The following described parcel situate in Klamath County, Oregon:

PARCEL 1: The N<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>; NW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub> of Section 13, Township 35 South, Range 9 East of the Willamette Meridian.

That portion of the NE<sup>1</sup>/<sub>4</sub> of Section 14, Township 35 South, Range 9 East of the Willamette Meridian, lying Easterly of the thread of Sprague River; SAVING AND EXCEPTING therefrom that portion which lies between Sprague River and the Chiloquin-Sprague River Highway and Northerly of a line described as beginning in the center of Chiloquin-Sprague River Highway at a point that is  $118\frac{1}{2}$  feet Northwesterly of the centerline of a cattle guard; said cattle guard being near the East line of said Section 14, in said road; thence extending South 70° West to the center of Sprague River.

PARCEL 2: The North 489.5 feet of the SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub> and the North 489.5 feet of the S<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub> of Section 13, Township 35 South, Range 9 East of the Willamette Meridian. TOGETHER WITH a strip of land 60 feet in width described as follows: Beginning at a point 489.5 feet South of the Northwest corner of the SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub> of Section 13, Township 35 South Range 9 East of the Willamette Meridian, thence East 60 feet parallel to the North line of said SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>; thence South parallel with the West line of said SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub> to the Northerly boundary line of the Chiloquin-Sprague River Highway, thence Northwesterly along said Northerly boundary line of said Chiloquin-Sprague River Highway to the West line of said SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>: thence North to the point of beginning.

PARCEL 3: Township 35 South, Range 9 E.W.M. Section 12: S<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>, NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, E<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>, W<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>

PARCEL 4: Township 35 South, Range 10 E.W.M. Section 18: NE<sup>1</sup>/<sub>4</sub>, Lots 1, 2, and E<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>

aka: Parcel #3509-1300-200, Chiloquin, Oregon,

The lien hereby claimed is for materials furnished and delivered at said premises to be used, and which were used, in the construction, alteration and repair of said building, which materials were furnished by claimant to, and at the specific instance and request of LONE PINE RANCH.

At the time of commencing to furnish said materials, PIEDMONT PROPERTIES INC., AN OREGON CORPORATION, were and still are the owners of said building and of said land, and the construction, alteration and repair of said building was commenced and carried on with the knowledge, approval and consent of the said PIEDMONT PROPERTIES INC., AN OREGON CORPORATION.

OREGON.LN LoncPine.22 04/03/92 Lien - Lone Pine Ranch Parcel # 3509-1300-200 Job Yard #22 - Page 2

Said materials were furnished between the dates of August 31, 1992 and October 10, 1992. All unpaid invoices are listed on the attached EXHIBIT A, dating from August 31, 1992 through October 10, 1992. The contract and reasonable price thereof was, and is the sum of FOUR THOUSAND FIVE HUNDRED FIFTY-SIX AND 93/100 DOLLARS (\$4,556.93), plus a non-sufficient funds check plus fee of TWO THOUSAND ONE HUNDRED EIGHTY AND 05/100 DOLLARS (\$2,180.05), less credits and offsets in the amount of TWO THOUSAND ONE HUNDRED SEVENTY AND 05/100 DOLLARS (\$2,170.05), leaving an amount due for the materials in the sum of FOUR THOUSAND FIVE HUNDRED SIXTY-SIX AND 93/100 DOLLARS (\$4,566.93), and plus FIFTEEN DOLLARS (\$15.00) to cover the cost of recording the lien; leaving a balance on account thereof now due to the claimant in the sum of FOUR THOUSAND FIVE HUNDRED EIGHTY-ONE AND 93/100 DOLLARS (\$4,581.93). A true and correct statement of said account and demand, after deducting all just credits and offsets is hereto attached, marked EXHIBIT A, and by this reference incorporated therein.

It is the intention of the claimant to claim and hold a lien upon the building hereinbefore described for the amount of \$4,581.93, and also the land upon which the same is constructed together with a convenient space about the same or so much as may be required for the convenient use and occupation thereof, to be determined by the judgment of the Court at the time of the foreclosure of this lien.

The time in which claimant has to make and file its lien on said property with the Recording Officer of Klamath County, Oregon, has not expired. Seventy-five days have not elapsed since the last furnishing of material.

Dated this <u>30th</u> day of November, 1992.

COPELAND LUMBER YARDS INC.

David Waind

Director of Credit - Claimant

STATE OF OREGON )

County of Klamath

I, David Waind, Director of Credit of COPELAND LUMBER YARDS INC., an Oregon corporation, the claimant named in the foregoing claim and notice of intention to hold a lien and who subscribed the same, being first duly sworn say: that I am duly authorized to make this verification in its behalf; that I know the contents of said Claim of Construction Lien and that the same is in all respects correct and true and contains a true statement of claimant's demands and amounts due, after deducting all just credits and offsets.

David Waind

Director of Credit - Claimant

30TH Subscribed and sworn to before me this day of November, 1992.

Notary Public for Oregon My commission expires: 7/26/96



OREGON.LN LonePine.22 04/03/92 Lien - Lone Pine Ranch Parcel #3509-1300-200 Job Yard #22 - Page 3

28929

1

# EXHIBIT A

8/31/92	r#06503	2x6x12 Cedar 35 Yr. Sealant White		24.84 7.16 17.92	* <b>*</b> *
		1/2x8x16 L.P. Siding		9.99	
		3 15# Plain Felt		13.50	
	• • • •	White rolled roofing		067 69	
		C 0-001 DT		967.68	. •
8/31/92	T#06524	6x8x28' PT		1,128.96	
		6x8x28' PT		1,120.70	
9/2/92	T#06652	0X0X20 1 1		12.88	
		2 Gallons Lap Cement		18.30	
9/22/92	T#08000	D. Style Flashing		5.10	
		10' Buck Moulding		53.10	
		4x4x8 Cedar		41.40	
		2x6x10 Cedar		19.32	
		2x6x14 Cedar		2.90	
		8x8x16 Standard Block			
				680.40	
0.000	T#08063	6x6x14 PT			
9/23/92	1#00005			4.20	
9/28/92	T#08380	5/16 Carriage Bolts		7.40	
	1#00500	5/16 Log Screws		.50	
		5/16 Hex Nuts		1.00	
		5/16 Fender Washers		1.58	
		Small Drill Bits			
				1.00	
	T#08450	5/16 Fender Washers		.10	
9/29/92	1#00450	5/16 Hex Nuts		41.85	
		4x8 1" R.W. Lattice		13.16	
		Sacrete			
				532.13	
	T#08749	2x8x14		558.00	
10/3/92	1#00/47	2x6x12	n an	195.00	
		2x6x10			
				21.59	
1017100	T#09061	10" Cut Off/Rip Blad	e		
10/7/92	100001			114.88	
1010100	T#09154	4x8x7/16 Wafer		17.99	
10/8/92	11107101	Box 16 d vc Sinkers			
				43.10	
10/10/9	2 T#09267	Senco	•		AL 556 02
10/10/9	L 1107-01		EQ		\$4,556.93
		TOTAL PURCHAS	ED		AD 190 05
		· · · · · · · · · · · · · · · · · · ·			\$2,180.05
11/5/92	2 T#10962	NSF Check plus fee			¢0 170 05
11/3/9/	6 IN 107 02				\$2,170.05
		TOTAL CREDITS			\$4,566.93
			2 1 4 1		<b>34,000.9</b> 0
		COST OF MATER			15.00
			ding lien		
		Plus costs for recor	ung non		\$4,581.93
		THE ANOT NOW	DUE AND OWING		<u></u>
<i>.</i>		BALANCE NOW			

		OUNTY OF KLAMATH:	ss. Copeland Lumb	er Yards Inc. P. M. and du	the <u>7th</u> ly recorded in Vol	
Filed f	or record at reque Dec.	A.D., 19 <u>92</u> at at of Constru	ction Liens Ev	on Page202	27 County Clerk	
FEE cc	\$15.00 2.00			by	:	