

CONSTRUCTION LIEN

KNOW ALL MEN BY THESE PRESENTS: The undersigned, hereinafter called the claimant, did on March 7, 1993, 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 American Graffiti Building; 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:

Lots 9 through 41, inclusive, Block 2, ST. FRANCIS PARK, according to the official plat thereof on file in the office of the Cuntty Clerk of Klamath County, Oregon, TOGETHER WITH the vacated alley which inurred thereto by Order of Vacation recorded August 8, 1951 in Volume 293, page 427, Deed Records of Klamath County, Oregon and recorded March 25, 1974 in Volume M74, page 3704, Microfilm Records of Klamath County, Oregon.

The address of said land, if known, is 4480 South Sixth Street, Klamath Falls, Oregon, County of Klamath.

The name of the owner or reputed owner of said land is Gordon E. Mallory, Finley H. Mallory, Clovis E. Mallory, Harrold M. Mallory, and the heirs and devisees of Christine W. Mallory; the name of the owner or reputed owner of said improvement is Gordon E. Mallory, Finley H. Mallory, Clovis E. Mallory, Harrold M. Mallory, and the heirs and devisees of Christine W. Mallory; the name of the person who employed claimant to furnish said labor, materials, and/or equipment, and to perform said contract is Finley H. Mallory; the person(s) just named, at all times herein mentioned, had knowledge of the construction of said improvement.

Claimant commenced his performance of said contract on March 6, 1993, 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 March 7, 1993, 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\$ Labor and Materials
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	\$	640.00
Materials	\$	539.98
Equipment	\$	
Interest	\$	23.58
Recording fees	\$	10.00
Total	\$	1,213.56
Less all just credits and offsets	\$	-0-
Balance due claimant	\$	1,213.56

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 land site, to be determined by the court at the time of 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.

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 5/17, 1993.

CARD PLUMBING & HEATING COMPANY

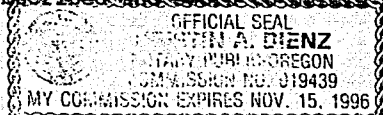
Barry Card
Barry Card

STATE OF OREGON, County of Klamath) ss.

I, Barry Card, being first duly sworn, depose and say: that I am the owner of Card Plumbing & Heating Co., 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.

Barry Card
Card Plumbing & Heating Co.

Subscribed and sworn to before me this 17th day of May, 1993. 2



Kirsten A. Blenz
NOTARY PUBLIC - State of Oregon

My commission expires 11 / 15 / 96.

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 _____, 1993.

CARD PLUMBING & HEATING CO., Claimant

By _____

ORS 87.039 provides:

"A person filing a claim of lien pursuant to ORS 87.035 shall mail to the owner and to the mortgage 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)

CARD PLUMBING & HEATING, CO.

Lien Claimant

BRUCE HOLCOMB,

Lien Debtor

STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:

Donald Crane

on this 17th day of May A.D. 19 93
at 11:52 o'clock A.M. and duly recorded
in Vol. M93 of Construction Liens Page 11072

Evelyn Biehn County Clerk

By Pauline Muehlendorfer

Deputy.

AFTER RECORDING RETURN TO:
DONALD R. CRANE
Attorney at Law
635 Main Street
Klamath Falls, OR 97601

Fee, \$10.00
cc 1.50