

6535

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

Vol. 1195 Page 25668

**KNOW ALL MEN BY THESE PRESENTS:** The undersigned, hereinafter called the claimant, did on July 31 & Aug. 10, 1995, enter into a contract for the performance of labor, transporting or furnishing materials to be used in or renting equipment used in the construction of an improvement known as staining on deck, painting an ext. Overhang & four sheds/outbuildings. The improvement is situated upon certain land in the County of Klamath Falls, State of Oregon, (which is the site of the improvement), described as follows:

Powerwash, sand + stain deck with Olympic Stain.  
Powerwash, sand, ~~scrape~~ + paint new overhang.  
Powerwash, sand, scrape where needed + paint  
four exterior outbuildings.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

The address of the improvement, if known, (if unknown, so state) is 16666 HWY 66, Keno, Oregon in the above-mentioned county and state.

The name of the owner or reputed owner of the land is Sandy Wilkes aka Sandra Wilkes

The name of the owner or reputed owner of the improvement is Sandy Wilkes aka Sandra Wilkes

The name of the person who employed claimant to furnish the labor, materials, and/or equipment, and to perform the contract is Sandy Wilkes aka Sandra Wilkes

The person(s) just named, at all times herein mentioned, had knowledge of the construction.

Claimant commenced performance of the contract on August 07, 1995 provided and furnished all labor, materials and equipment required by the contract and actually used in the construction of the improvement and fully completed the contract on August 15, 1995, after which claimant ceased to provide labor, materials and/or equipment for the improvement.

The following is a true statement of claimant's demand after deducting all just credits and offsets to-wit:

Contract price ..... \$ 2476.00

This price includes materials and supplies in the amount of ..... \$ 448.36  
and the reasonable rental value of equipment which is ..... \$ 150.00

If no contract price, the reasonable value of claimant's labor, materials and equipment is:

Labor ..... \$ .....

Materials ..... \$ .....

Equipment ..... \$ .....

Other (specify) ..... \$ .....

Recording fees ..... \$ 11.50

Total ..... \$ 2487.50

Less all just credits and offsets Attachments ..... \$ 1239.61

Balance due claimant ..... \$ 1247.89

For the time and place of recording to make this lien a valid claim, see quotation from ORS 87.035 on next page.

— OVER —

**CLAIM OF  
CONSTRUCTION LIEN  
ORIGINAL CONTRACTOR**

Final Finish Construction  
Box 7231, K Falls, 97602

Lien Claimant

Sandy Wilkes  
16666 HWY 66, Keno

Owner

After recording return to (Name, Address, Zip):

Final Finish Const Inc.  
Patricia Matthews  
PO Box 7231  
Klamath Falls, OR 97602

**STATE OF OREGON,**

County of ..... ss.

I certify that the within instrument was received for record on the ..... day of ..... 19....., at ..... o'clock ..... M., and recorded in book/reel/volume No. .... on page ..... and/or as fee/file/instrument/microfilm/reception No. .... of the Construction Lien Book of said County.

Witness my hand and seal of County affixed.

NAME ..... TITLE .....  
By ..... Deputy.

SPACE RESERVED  
FOR  
RECORDER'S USE

NOTE: THIS FORM TO BE USED ONLY FOR CONSTRUCTION COMMENCED AFTER JANUARY 1, 1982.

09-22-95A11:25 RCYD

2000  
2000

Claimant claims a lien for the amount last stated upon the improvement and upon the site, to-wit: the land upon which the improvement is constructed, together with the land that may be required for the convenient use and occupation of the improvement constructed on the site, to be determined by the court at the time of the foreclosure of this lien.

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

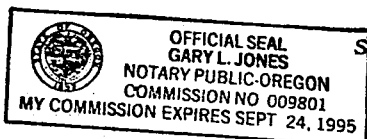
Dated 09-22-1995, Final Finish Const., Inc.  
Patricia A. Matthews

P.A. Matthews Claimant

STATE OF OREGON, County of Klamath Falls, ss.  
I, Patricia A. Matthews - Final Finish Const., Inc.

, being first duly sworn, depose and say: I am the

claimant named in the foregoing instrument. I have knowledge of the facts therein set forth. All statements made in this instrument are true and correct as I verily believe.



Subscribed and sworn to before me on 9-22-, 1995

Notary Public for Oregon. My commission expires 9-24-95

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. ORS 87.035 provides: "Every person claiming a lien created under ORS 87.010(1) or (2) 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.\*\*\*" ORS 87.035 also provides 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 \_\_\_\_\_ County, Oregon, on \_\_\_\_\_, 19\_\_\_\_.

Claimant

By \_\_\_\_\_

ORS 89.039 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.\*\*\*"

If the improvement referred to herein is commercial, giving notice of lien may be unnecessary. See ORS 87.021(3)(b).

(DESCRIPTION CONTINUED)

# Attachment

I have attached a copy of the invoice, I gave customer when she requested we leave her property? on the day we were there to complete the job. When I invoiced it I had not put all receipts together and missed some material cost, this is the difference of the total on the lien compared to the invoice. Below I have listed contracted price and adjustments less amount received honoring the invoiced amount.

|               |            |          |
|---------------|------------|----------|
| Contracts     | 1926.00    | 07/31/95 |
|               | 550.00     | 08/10/95 |
| Total         | 2476.00    |          |
| Payment Rec'd | - 963.00   | 07/31/95 |
| Adjusted      | - 276.61   |          |
| Invoiced      | \$ 1236.39 |          |

Offset  
DO

The invoice is based on hours paid out and material and equipment. We only had a few more hours of two people to complete the job. But as the note on the invoice states customer requested we leave, and Refuses to pay.



# Attachment

FINAL FINISH CONSTRUCTION, INC.  
2328 WIARD STREET  
P.O. BOX 7231  
KLAMATH FALLS, OR 97602-0231  
USA

**25671**

**Invoice**

Invoice Number:  
219

Invoice Date:  
Aug 14, 1995

Page:  
1

Voice: 882-0216  
Fax: 882-1460

Duplicate

**Sold To:**  
SANDY  
16666 HWY 66  
KENO, OR

**Ship to:**

| Customer ID  |      | Customer PO  |            | Payment Terms |          |
|--------------|------|--|------------|---------------|----------|
| WILKES       |      |  |            | NET DUE       |          |
| Sales Rep ID |      | Shipping Method  |            | Ship Date     | Due Date |
|              |      |  |            |               | 8/14/95  |
| Quantity     | Item | Description  | Unit Price | Extension     |          |
|              |      | AT CUSTOMER REQUEST PULLED OFF JOB AT 11:52 A.M ON 08/14/95 CUSTOMER NOT SATISFIED WITH JOB PREPARATION. INVOICED AS FOLLOWS IS FOR JOB AS IS ON DECKING, AND OUTBUILDINGS INVOICED FOR MATERIAL AND LABOR AS DISCUSSED WHEN ASKED TO LEAVE. |            |               |          |
| 65.00        |      | HOURS PAID OUT   | 25.00      | 1,625.00      |          |
| 1.00         |      | DAY RENT--WATERBLASTER   | 50.00      | 50.00         |          |
| 2.00         |      | DAY-RENTAL ON AIRLESS  | 50.00      | 100.00        |          |
| 8.00         |      | GALLONS STAIN  | 15.99      | 127.92        |          |
| 12.00        |      | GALLONS-SATIN LATEX  | 20.49      | 245.88        |          |
| 1.00         |      | GALLON PRIMER  | 24.00      | 24.00         |          |
| 2.00         |      | GALLON THINNER   | 3.00       | 6.00          |          |
| 1.00         |      | PAPER, TAPE, PLASTIC   | 8.89       | 8.89          |          |
| 15.00        |      | SHEETS SANDPAPER   | 0.78       | 11.70         |          |
| 1.00         |      | PAYMENT RECEIVED FROM CUSTOMER ON JOB ACCEPTANCE   | 963.00     | -963.00       |          |

Subtotal 1,236.39

Sales Tax

Total Invoice Amount 1,236.39

Payment Received 0.00

**TOTAL 1,236.39**

Check No:

ALL INVOICES OVER THIRTY DAYS ARE SUBJECT TO 2% FINANCE CHARGES  
STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Final Finish Con. the 22nd day of Sept A.D., 19 95 at 11:25 o'clock A M., and duly recorded in Vol. M95 of Construction Lien on Page 25668

FEE \$20.00/cc\$2.50

Bernetha G. Lisch, County Clerk

*[Signature]*