

13281

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

Vol 96 Page 4028

KNOW ALL MEN BY THESE PRESENTS: The undersigned, hereinafter called the claimant, did on August 29, 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 Shasta Glen Housing Project

The improvement is situated upon certain land in the County of Klamath, State of Oregon, (which is the site of the improvement), described as follows:

A tract of land situated in the $S\frac{1}{2}SE\frac{1}{4}NW\frac{1}{4}$ of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, described as follows: Beginning at the Southwest corner of said $S\frac{1}{2}SE\frac{1}{4}NW\frac{1}{4}$; thence North along the West line of said $S\frac{1}{2}SE\frac{1}{4}NW\frac{1}{4}$ a distance of 301.4 feet to the South line of parcel described in Deed from Klamath Theatres, Inc., to Klamath County, recorded in Volume 323 page 680, Deed records of Klamath County, Oregon, said point being on the South line of Winter Avenue; thence

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

The address of the improvement, if known, (if unknown, so state) is at the end of Winter Avenue in Klamath Falls in the above-mentioned county and state.

The name of the owner or reputed owner of the land is James S. Drew and Thomas J. Oller

The name of the owner or reputed owner of the improvement is James S. Drew and Thomas J. Oller

The name of the person who employed claimant to furnish the labor, materials, and/or equipment, and to perform the contract is James J. Bellet, dba Bellet Construction

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

Claimant commenced performance of the contract on August 31, 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 January 5, 1996, 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 \$340,829.30
This price includes materials and supplies in the amount of \$57,508.31
and the reasonable rental value of equipment which is \$39,469.66

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

Labor \$
Materials \$
Equipment \$
Other (specify) \$

Recording fees 10.00

Total \$340,839.30

Less all just credits and offsets

Balance due claimant \$31,285.52

Plus statutory interest from December 10, 1995 until paid \$9,553.78

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**

Bowers Excavating & Fencing, Inc.

Lien Claimant

James S. Drew

Thomas J. Oller

Owner

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

Bowers Excavating & Fencing, Inc.
3427 Washburn Way
Klamath Falls OR, 97603

SPACE RESERVED
FOR
RECORDER'S USE

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/tile/instrument/microfilm/reception No. of the Construction Lien Book of said County.

Witness my hand and seal of County affixed.

NAME TITLE
By Deputy.

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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.

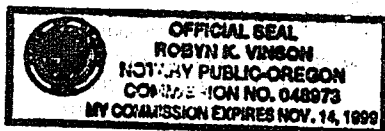
Dated February 12, 1996

Bowers Excavating & Fencing Inc.

Perry H. Chesnut Claimant

STATE OF OREGON, County of Klamath
I, Perry H. Chesnut,)ss.

and say: I am the Chief Financial Officer of Bowers Excavating & Fencing, Inc., being first duly sworn, depose 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 February 12, 1996
Robyn K. Vinson
Notary Public for Oregon. My commission expires 11/14/99

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 Klamath County, Oregon, on February 12, 1996

Bowers Excavating & Fencing, Inc.

By Perry H. Chesnut Claimant

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)

N. 88° 58' E. along said South line, a distance of 197.1 feet; thence N. 0° 38' W. a distance of 361.2 feet to the North line of said S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, to the Northwest corner of Parcel conveyed to Samuel R. Warren, et ux by Deed recorded in Volume M69 page 7589, Deed records of Klamath County, Oregon; thence S. 0° 06' 30" W. a distance of 660.5 feet, more or less, to the Southwest corner of parcel described as Parcel 1, in Deed from Klamath Theatres, Inc., to James E. Gellatly, recorded in Volume M70 page 5573, Deed records of Klamath County, Oregon, said point being on the South line of said S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$; thence S. 89° 43' W., along said South line, a distance of 1013.23 feet, more or less, to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Bowers Excavating the 12th day of Feb A.D. 19 96 at 3:16 o'clock P M., and duly recorded in Vol. M96 of Construction Liens on Page 4028

Bernetha G. Letsch, County Clerk

By Rachel M. Mullendore

FEE \$10.00
cc's 4.50