

16607

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KNOW ALL MEN BY THESE PRESENTS: The undersigned, hereinafter called the claimant, did on September 25, 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 Ranch fence, catwalk, feeders, and related structures. 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 block sections 2 and 16, Township 40 South, Range 8 East of the Willamette meridian, in the county of Klamath, state of Oregon, more particularly described as follows: Section 2: Government lot 10 and Government lot 4, lying westerly of the mean high water mark of the Klamath River—approximately 75.05 acres in size.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

The address of the improvement, if known, (if unknown, so state) is 11695 Kern Swamp Road, Klamath Falls, Oregon 97603.

The name of the owner or reputed owner of the land is Bernard L. Simonsen and Rhea E. Simonsen, Trustees of the Simonsen family trust dated March 20, 1986.

The name of the owner or reputed owner of the improvement is Bernard L. Simonsen and Rhea E. Simonsen, d.b.a. Rocking A.C. Ranch.

The name of the person who employed claimant to furnish the labor, materials, and/or equipment, and to perform the contract is Bernard L. Simonsen.

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

Claimant commenced performance of the contract on November 2, 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 February 29, 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	\$15,813.17
This price includes materials and supplies in the amount of	\$ 529.67
and the reasonable rental value of equipment which is	\$ 5,400.00
If no contract price, the reasonable value of claimant's labor, materials and equipment is:	
Labor	\$
Materials	\$
Equipment	\$
Other (specify)	\$

Recording fees	\$
Total	\$ 10.00
Less all just credits and offsets	\$ 15,823.17
Balance due claimant	(\$ 14,568.17)
Plus contractual interest at 2% per month from March 10, 1996 until paid	\$ 1,255.00

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 Fencing & Swimming Pools, Inc.

Lien Claimant

Bernard L. Simonsen & Rhea E. Simonsen, Trustees of the Simonsen Family trust dated March 20, 1986

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

Bowers Fencing & Swimming Pools, Inc.

3427 Washburn Way
Klamath Falls, OR 97603

SPACE RESERVED
FOR
WORDER'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/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.

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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.

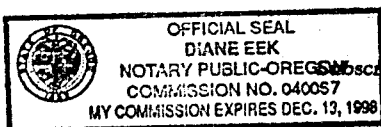
Dated April 18, 1996

Bowers Fencing & Swimming Pools, Inc.

Gerald R. Bowers Claimant

STATE OF OREGON, County of Klamath) ss.
I, Gerald R. Bowers

, being first duly sworn, depose and say: I am the President of Bowers Fencing & Swimming Pools, Inc. 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.



Gerald R. Bowers
Subscribed and sworn to before me on 4-18, 1996

Diane Eek
Notary Public for Oregon. My commission expires 12-13-98

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 April 18, 1996

Bowers Fencing & Swimming Pools, Inc.

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)

Section 16: Tract Lot 8, Portion of Lots 7 and 16, Portion of SouthWest Quarter and NorthEast Quarter- approximately 88.1 acres in size.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Bowers Fencing the 18th day of April A.D., 1996 at 11:14 o'clock A.M., and duly recorded in Vol. M96 of Construction Lien on Page 10791

Bernetha G. Letsch, County Clerk

FEE \$10.00

3.00/cc

By Cheryl Russell