

35597

NOTICE OF CLAIM OF LIEN

2 WALTER K. PLUMMER and)
3 JANICE K. PLUMMER, husband)
and wife, dba WALT PLUMMER) AMENDED NOTICE OF CLAIM OF LIEN
WELL DRILLING & PUMP CO.) OF LABOR OR MATERIALMAN

Claimant,

V.S.

JOHN D. LORANGER and LORI D.)
LORANGER, husband and wife.)

Debtors.



NOTICE IS HEREBY GIVEN that on or about October 25, 1982,
the above-named claimant, at the request of John D. Loranger and
Lori D. Loranger, husband and wife, commenced to perform labor,
furnish material or supply equipment on the real property located
in Skamania County, Washington, known as Lot 1 of the NORDALL &
PEARCE SHORT PLAT, recorded December 12, 1977 under Auditor's
File No. 85437, records of Skamania County, Washington, and more
particularly described as:

18 The following described real property located in
19 Skamania County, State of Washington, to-wit:
20 A tract of land in the Northeast quarter of Section
21 10, Township 1 North, Range 5 East of the W.M.,
22 described as follows: BEGINNING at a point on the
23 Northerly right of way line of Primary State Highway
24 No. 14, as the same is established and traveled
25 July 1, 1978, where the Easterly line of the West
26 half of the Northeast quarter intersects said
Northerly right of way line; thence West along said
Northerly right of way line a distance of 200 feet;
thence North parallel with and 200 feet Westerly
of the East line of the West half of the Northeast
quarter to where said line intersects the Southerly
right of way line of Krogstead Road No. 10070, as the
same is established and traveled December 12, 1977;
thence Easterly along said Southerly right of way

GERALD E. MULLER
ATTORNEY AT LAW
1019 WASHINGTON STREET
POST OFFICE BOX 188
VAN OLIVER, WASHINGTON 98074
TELEPHONE 509-546-2288

line to the point of intersection with the Easterly line of the West half of the Northeast quarter of said Section 10; thence South along said line to the point of beginning.

of which property the owner, or reputed owner, is John D. Loranger and Lori D. Loranger, husband and wife.

The performance of labor, furnishing of material or supplying of equipment ceased on November 9, 1982. The name of the person who performed labor, furnished material or supplied the equipment was claimant, above-named, and the persons to whom the material was furnished, equipment supplied or labor performed were John D. Loranger and Lori D. Loranger, husband and wife.

The value of the said labor performed, said material furnished or said equipment supplied was \$7,700.00, less \$1,000.00 already paid, for a balance due claimant in the amount of \$6,700.00 plus \$477.40, as and for Washington State sales tax on the said sum, for a total due claimant in the amount of \$7,177.40, and for which said labor performed or material furnished or equipment supplied the undersigned claims a lien upon the property above-described for the sum of \$7,177.40, plus interest from the date of cessation until the date claimant is paid in full, plus a reasonable attorney's fee and costs.

On the 10th day of February, 1983, the parties hereto executed an AGREEMENT, a copy of which is attached hereto as Exhibit "A", and incorporated herein by this reference. Said Agreement provides for payment of said claim according to the following terms:

The Lorangers will pay the Plummers the principal sum of Seven Thousand, One Hundred Seventy-Seven Dollars and Forty Cents (\$7,177.40) with interest

2 - AMENDED NOTICE OF CLAIM
OF LIEN (Plummer/Loranger)

GERALD F. MILLER
ATTORNEY AT LAW
1615 WASHINGTON STREET
POST OFFICE BOX 102
VANCOUVER, WASHINGTON 98661
TELEPHONE (206) 696-0223

1 sum, together with interest thereon, shall have been fully paid.
2 Said principal and interest shall be paid in lawful money of
3 the United States. Moreover, Provider shall send a statement to
4 Customer the first day of each month, showing the account balance
5 hereunder.

6 IT IS FURTHER AGREED that if Provider has to institute
7 a legal action, suit or other proceeding to collect payments
8 due from Customer under the terms of this Agreement, Customer
9 shall pay the costs and attorney fees incurred by Provider; pro-
10 vided, however, that in the event Customer does not make any
11 monthly payment as herein required, Customer shall have twenty
12 (20) days to cure said defect without incurring liability for
13 collection fees and costs. If either party institutes legal action,
14 suit or other proceeding for any other matter relating to the terms
15 of this Agreement, the prevailing party shall recover from the
16 losing party their costs and attorney fees incurred thereby.

17 IT IS FURTHER AGREED that if Customer sells or in any
18 way transfers said real estate, the total sum due under the pro-
19 visions of this Agreement shall be paid to Provider within
20 thirty (30) days of such transaction.

21 DATED this 11 day of February, 1983.

22 Walter K. Plummer
23 WALTER K. PLUMMER, Provider

JOHN D. LORANGER, Customer

24 Janice K. Plummer
25 JANICE K. PLUMMER, Provider

LORL D. LORANGER, Customer

GERALD F. MILLER
ATTORNEY AT LAW
1915 WASHINGTON CONSOLIDATED
POST OFFICE BOX 1385
VANCOUVER, WASHINGTON 98661
TELEPHONE 366-0228

theréon at the rate of Fifteen percent (15%) per annum until paid in full; said interest to begin on the date of the execution of this Agreement.

Said principal, together with interest aforesaid, shall be paid in monthly payments of One Hundred Dollars (\$100.00), beginning on the 15th day of February, 1983, and a like payment of \$100.00 per month, on or before the 15th day of each and every month thereafter until said principal sum, together with interest thereon, shall have been fully paid. Said principal and interest shall be paid in lawful money of the United States. Moreover, Plummers shall send a statement to Lorangers the first day of each month showing the account balance hereunder.

If Plummers have to institute a legal action, suit or other proceeding to collect payments due from Lorangers under the terms of this Agreement, Lorangers shall pay the costs and attorney fees incurred by Plummers; provided, however, that in the event Lorangers do not make any monthly payment as herein required, Lorangers shall have twenty (20) days to cure said defect without incurring liability for collection fees and costs. If either party institutes legal action, suit or other proceeding for any other matter relating to the terms of this Agreement, the prevailing party shall recover from the losing party their costs and attorney fees incurred thereby.

If Lorangers sell or in any way transfer said real estate, the total sum due under the provisions of this Agreement shall be paid to Plummers within thirty (30) days of such transaction.

Gerald F. Miller
WALTER K. and JANICE K. PLUMMER
By: GERALD F. MILLER
their attorney and agent

STATE OF WASHINGTON
County of Clark ss.

GERALD F. MILLER, placed on oath and sworn, deposes and says: I am attorney and agent for the above-named claimant; I am authorized to sign the foregoing Claim on their behalf; I have read the foregoing Claim, know the contents thereof, and believe the same to be just.

Gerald F. Miller

SUBSCRIBED AND SWORN to before me April 13th, 1983.

Marklin G. Fossum

AMENDED NOTICE OF CLAIM Notary Public in and for the State
OF LIEN (Plummer/Loranger) of Washington, residing at Washougal.

A G R E E M E N T

THIS AGREEMENT is made between WALTER K. PLUMMER and JANICE K. PLUMMER, husband and wife, of WALT PLUMMER WELL DRILLING & PUMP CO., hereinafter referred to as Provider, and JOHN D. LORANGER and LORI D. LORANGER, husband and wife, herein-after referred to as Customer.

WHEREAS, Provider and Customer reached an agreement on or about October 11, 1982, whereby Provider would provide labor and materials to drill a well on Customer's real property known as Lot 1 of the NORDALL & PEARCE SHORT PLAT, recorded December 12, 1977, under Auditor's File No. 85437, records of Skamania County, Washington, and more particularly described as:

The following described real property located in Skamania County, State of Washington, to-wit: A tract of land in the Northeast quarter of Section 10, Township 1 North, Range 5 East of the W.M., described as follows: BEGINNING at a point on the Northerly right of way line of Primary State Highway No. 14, as the same is established and traveled July 1, 1978, where the Easterly line of the West half of the Northeast quarter intersects said Northerly right of way line; thence West along said Northerly right of way line a distance of 200 feet; thence North parallel with and 200 feet Westerly of the East line of the West half of the Northeast quarter to where said line intersects the Southerly right of way line of Krogstead Road No. 10070, as the same is established and traveled December 12, 1977; thence Easterly along said Southerly right of way line to the point of intersection with the Easterly line of the West half of the Northeast quarter of said Section 10; thence South along said line to the point of beginning.

and Customer would pay Provider for said labor and materials; and

GERALD E. MILLER
ATTORNEY AT LAW
1015 WASHINGTON STREET
POST OFFICE BOX 1185
VANCOUVER, WASHINGTON 98605
TELEPHONE 253-6628

WHEREAS, Provider began work accordingly on or about
October 25, 1982; and

WHEREAS, Customer paid to Provider the sum of One
Thousand Dollars (\$1,000.00) on or about October 25, 1982 as and
for the partial payment for said labor and materials, said amount
hereby acknowledged as received by Provider; and

WHEREAS, Provider completed the drilling and well
casing and surface sealing of said well to a depth of 440 feet
(at \$17.50 per foot) on or about November 9, 1982; and

WHEREAS, Customer hereby acknowledges the total sum
due Provider for the labor and materials for said well in the
amount of Seven Thousand, Seven Hundred Dollars (\$7,700.00) plus
Washington state sales tax on said sum in the amount of Four
Hundred Seventy-Seven Dollars and Forty Cents (\$477.40) less One
Thousand Dollars (\$1,000.00) already paid as acknowledged herein,
it is

NOW, THEREFORE, AGREED that Customer will pay Provider
the principal sum of Seven Thousand, One Hundred Seventy-Seven
Dollars and Forty Cents (\$7,177.40) with interest thereon at the
rate of Fifteen percent (15%) per annum until paid in full, said
interest to begin on the date of the execution of this Agreement.

IT IS FURTHER AGREED that said principal, together with
interest aforesaid, shall be paid in monthly payments of One
Hundred Dollars (\$100.00), beginning on the 15th day of February,
1983, and a like payment of \$100.00 per month, on or before the
15th day of each and every month thereafter until said principal

2 - AGREEMENT (Plummer/Loranger)