180906

<u>LIEN</u>

NOTICIS HEREBY GIVEN that M & S TRUCKING & CONSTRUCTION, a

Nevada Corporation, nished and supplied labor and materials to be used in the construction of

a certain building, dwing and/or structure on those certain lots, pieces or parcels of land situate

in the County of Eurs, State of Nevada, which said building, dwelling and/or structure and

lots, pieces or parcels land are sought to be charged with this lien and that said lots, pieces or

parcels of land are desbed as follows:

T26N.3E, Sec. 31, Portions of Lots 9 & 10,

Sec. 32, S2NW4;SW4;SW4SE4.

T25N. 3E, Sec. 5, Lots 3 & 4; S2NW4; N2SW4;

N2S2SW4;S2SE4SW4;W2SE4.

That J IES D. McDERMOTT of the County of Eureka, State of Nevada, is the

name of the owner I reputed owner of said premises above described, and caused said

improvements to be ected and constructed on said premises by M & S TRUCKING &

CONSTRUCTION. at between the dates of November 11, 2002, and January 14, 2003, at the

special instance and juest of the said JAMES D. McDERMOTT, M & S TRUCKING &

CONSTRUCTION, aforesaid, furnished and supplied labor and materials for the construction

and erection of a buing or structure upon the lands hereinabove described, which said labor

and materials are and re of the reasonable value of \$68,714.10.

That or about November 11, 2002, the said JAMES D. McDERMOTT entered

into a written contravith M & S TRUCKING & CONSTRUCTION wherein and whereby M

& S TRUCKING & INSTRUCTION would furnish materials and labor for the erection and

construction of a buing or structure on the property hereinabove described. That on or about

November 22, 2002. said JAMES D. McDERMOTT paid the sum of \$20,096.12, and on or

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about December 2, 22, paid the additional sum of \$16,561.35 leaving a balance due and owing in the sum of \$32,053 for the payment of which demand was made on the said JAMES D. McDERMOTT on about January 14, 2003, no part of which has been paid and there is now due, owing and unp from the said JAMES D. McDERMOTT for the materials and labor furnished and suppliby M & S TRUCKING & CONSTRUCTION the sum of \$32,056.63, no part of which has becaid.

That 5 than ninety (90) days have expired since the delivery of materials and the performance of br by the lien claimant and that there remains due and owing and unpaid the sum of \$32,056.6fter deducting all of just credits and offsets.

WHEFORE, MARK A. LORENZO, President of M & S TRUCKING & CONSTRUCTION, ims the benefit of the law relative to liens upon real property including NRS Sections 108.2, seq., and all acts are mandatory thereof or supplementary thereto.

DATI this 37th day of January, 2003.

M & S TRUCKING & CONSTRUCTION

By:

MARK A. LORENZO, President

## VERIFICATION

Undeenalties of perjury, the undersigned declares that he is the Lien Claimant named in the forego Lien and knows the contents thereof; that the same is true of his own knowledge, except as those matters stated on information and belief, and as to such matter he

believes it to be true

MARK A. LORENZO

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