

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and executed this 8th day of December, 1977, by and between Susan I. Howell, wife, and Ed L. Howell, husband, is made for the purpose of resolving property rights of the parties and providing for the support of the minor children of the parties and the support of the wife.

(1) There are two minor children born of the marriage. The wife is not currently pregnant. The minor children are:

KENNETH DEAN Born May 16, 1974 and
NICHOLAS CARL Born June 10, 1976

The parties agree to and request of this court that they be awarded joint custody of the children. It is understood that both children will reside with the wife subject to her residing either in Klamath Falls, or within a 100 mile radius, the oldest child KENNETH DEAN, would reside with the father if she should move outside 100 mile radius. The parties make this stipulation with the awareness of the strong dependency of KENNETH DEAN to his father, and the desire to maintain a constant relationship which requires more frequent visitation than what would be available if father and son resided in locations with an excess of 100 geographical miles.

(2) The father will pay support for the minor children to the wife during the time that the children reside with her. Only during extended periods of time that the children are with the father will there be no support paid by either party. Support payments are to be made directly to the wife, and it is the responsibility of the husband to prove said support has been paid in the event of a disagreement as to payment. The schedule of support is as follows, subject to the limitations in Paragraph #3 hereafter set forth:

Years	1978 - 1982	\$300.00 per month
	1983 - 1985	350.00 " "
	1986 - 1988	380.00 " "
	1989 - 1991	410.00 " "
	1992 - age of majority	450.00 " "

Said amounts of support are combined payments for both minor children. In the event only one child is receiving support, the amount shall be half of the amount listed.

Support during college years is to be worked out between the father and his sons.

(3) It is the intention of the parties that the wife be able to return to school for the purpose of completing a Masters' Degree, in order to place her on a closer financial parity with the husband. Subject to the limitation set forth in Paragraph #4 hereinafter, the husband agrees to pay to the wife support in the amount of \$300.00 per month in addition to child support, for a period of 36 months, said period may be consecutive or broken over time, at the option of the wife. Irregardless of the child support provisions contained in Paragraph #2 above, child support shall remain at the sum of \$300.00 per month during the entire period of time the wife is receiving support for her schooling.

(4) The parties own a certain piece of real property located at 2827 California Avenue, Klamath Falls. The wife is to retain possession of the home subject to making payments of principle, interest, taxes and insurance to Veteran's Administration. Upon the wife vacating the premises, title shall be transferred exclusively to the husband. It is also understood that the \$300.00 monthly support payments for the wife's schooling shall not commence until the home is sold and proceeds disbursed, or if the husband elects to retain said home, payments of the \$300.00 per month support will not commence until the possession of the premises is tendered to the husband.

(5) The parties own a certain piece of real property known as Lot 5, Block 6 of Lynnwood First Addition. Said lot is to be the sole property of the husband subject to the encumbrances upon it.

(6) The parties own two automobiles, a 1978 Granada, which is to be retained by the husband subject to encumbrance, and a 1976

2- AGREEMENT

Courier which is to be retained by the wife subject to encumbrance. All other bills owed by the parties are the responsibility of the husband, except Meier & Frank and Sears, which are credit cards held exclusively by the wife and are her responsibility. All indebtedness of the parties to be paid by the husband shall be granted as a judgment to the wife, satisfied by husband making payment on said obligations.

(7) The wife, through her employment, has insurance coverage for all members of the family. Said coverage shall be continued as long as she maintains her employment or is allowed to carry said coverage, whichever terminates first. Thereafter, medical insurance for the children remains the responsibility of the party with whom the children reside. During the time that insurance is in effect for the children, the husband shall pay, in addition to support, any amounts of medical bills not covered by insurance.

(8) It is expressly understood that both parties will execute any and all documents necessary to carry out the terms of this agreement.

WITNESS our signatures this 8th day of December, 1977.

Susan I. Howell
Susan I. Howell

Ed L. Howell
Ed L. Howell

250

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR COUNTY OF JACKSON
2 In the Matter of the Dissolution)
3 Of the Marriage of)
4 SUSAN I. HOWELL,) Case No. 77-3110-E-2
5 and)
6 ED L. HOWELL,)
7 CO-PETITIONERS.)
8

DECREE OF
DISSOLUTION OF
MARRIAGE

9 This matter came on for hearing on the 9th day of December,
10 1977, before the Honorable Judge Sawyer, judge of the above entitled
11 Court. Ed L. Howell appeared in person, the Co-Petitioner, Susan I.
12 Howell has signed the Co-Petition and had entered into a property
13 settlement agreement.

14 The court finding that irreconcilable differences exist
15 between the parties making continuation of the marriage relationship
16 impossible and the parties were married on December 23, 1972 at
17 Corvallis, Oregon, and that two (2) minor children were born of this
18 marriage, namely:

19 KENNETH DEAN DOB: 5-16-74
20 NICHOLAS CARL DOB: 6-10-76

21 IT IS HEREBY DECREED THAT:

- 22 1. The marriage of the parties is hereby dissolved.
23 2. The parties are awarded joint custody of the minor
24 children.
25 3. Support shall be paid directly to Susan I. Howell for
26 the minor children on the following schedule:

27 -1- DECREE OF DISSOLUTION

William P. Brandness
Attorney at Law
411 Pine Street
Seaside, Ore.
Phone 882-6616

028

2508

1	1978 - 1982	\$300.00 per month
	1983 - 1985	350.00 " "
2	1986 - 1988	380.00 " "
	1989 - 1991	410.00 " "
3	1992 - age of maj.	450.00 " "

4 Said payments to be limited to \$300.00 per month while
5 wife is receiving \$300.00 per month support for herself while in
6 school as set forth in the property settlement agreement.

7 4. The property settlement agreement of the parties is
8 hereby accepted and hereby made a part of this decree.

9 5. Data:

10 Husband: Eddie Louis Howell
11 Home: 3006 Green Springs Dr. #33
Klamath Falls, OR

12 Business: 411 Pine Street
13 Klamath Falls, OR

14 Age: 26 Soc. Sec. No.: 543-62-3266

15 Wife: Susan Irene Howell
16 Home: 2827 California Avenue
Klamath Falls, OR

17 Age: 24 Soc. Sec. No.: 544-68-7421

18 Date of Marriage: 12-23-72
Place: Corvallis, Benton County, Oregon

19 6. Pursuant to state law the parties are not free to
20 remarry until February 9, 1978.

21 DATED: This 9 day of December, 1977

22
23 L. L. Sawyer
24 Circuit Court Judge

25 Return to:
26 TA

William P. Brandness
Attorney at Law
411 Pine Street
Klamath Falls, Ore.
Phone 882-6616

-2- DECREE OF DISSOLUTION

8075

2509

STATE OF OREGON
County of Jackson

I, Harry Chipman, County Clerk of the above named County and State and Clerk of the Circuit Court of the County of Jackson and State of Oregon do hereby certify that the foregoing copy has been by me compared with the original, and that it is a transcript therefrom, and of the whole of such original as the same appears on file or of record in my office and in my care and custody.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the

seal of said Court, this 9 day of December A.D. 1977

Harry Chipman, Jackson County Clerk

By James James Deputy

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 10th day of February A.D., 19 78 at 11:39 o'clock A M., and duly recorded in Vol. M78 of Deeds on Page 2504.

FEE \$18.00

WM. D. MILNE, County Clerk

By Bernard J. Heltsch Deputy