

COVENANT NOT TO EXECUTE

Covenant made this 21 day of March, 1980,
between Eugene Wayne Cunningham and Sally Marie Cunningham
now known as Sally Marie Jones.

RECITALS

WHEREAS Eugene Wayne Cunningham has a support
obligation of \$50 per month per child or a total support
obligation of \$150.00 per month under the provisions of
that certain decree entered February 4, 1977, in Circuit
Court, Case No. ⁷⁶ ~~86~~-282-E, Klamath County, Oregon, wherein
Sally Marie Jones is judgment creditor; and

WHEREAS it is his desire to further his education
without the financial obligation of said support for a
period of two (2) years and nine (9) months from April 1,
1980, or until December 1, 1982; and

WHEREAS Eugene Wayne Cunningham agrees to pay the
accrued balance on or before December 1, 1982; and

WHEREAS it is in the best interest of Sally Marie
Jones as judgment creditor for the judgment debtor to receive
an education and enhance his ability to pay his support obligation;

WHEREAS Eugene Wayne Cunningham is the owner of certain
real property consisting of approximately 16.05 acres in Klamath
County, Oregon, said property being awarded to him pursuant to
the Decree dated February 4, 1977;

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Now, therefore, in consideration of the payment of \$1.00 by Eugene Wayne Cunningham received by Sally Marie Jones, receipt of which is hereby acknowledged, Sally Marie Jones does hereby agree not to execute against the judgment debtor for any balance due in Circuit Court Case No. 76-282-E Klamath County, Oregon, for a period of two (2) years, nine (9) months from April 1, 1980, or until December 1, 1982.

Sally Marie Jones further agrees to release all of the real property owned by Eugene Wayne Cunningham described above except five (5) acres which will continue to be subject to the judgment lien that accrues under the Decree of Case No. 76-282-E.

In the event that Eugene Wayne Cunningham shall be absent from a school of higher education for a period exceeding 59 CONSECUTIVE F.C. five (5) months prior to December 1, 1982, the entire unpaid balance of his child support obligation due hereunder shall become due and payable. This covenant not to exceed shall terminate and be of no further effect.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

Eugene Wayne Cunningham
Eugene Wayne Cunningham
Sally Marie Jones
Sally Marie Jones

Went Court.

Personally appeared the above named SALLY MARIE JONES and EUGENE WAYNE CUNNINGHAM and after first being duly sworn, acknowledge this to be their voluntary act and deed.

Donald M. Smith
Notary Public for Oregon
My Commission Expires: 4/29/82

Page 2

STATE OF OREGON; COUNTY OF KLAMATH; ss. .

I hereby certify that the within instrument was received and filed for record on the 27th day of March A.D., 19 80 at 10:50 o'clock A M., and duly recorded in Vol. 830 of Deeds on Page 577.

FEE 37.00

WM. D. MILNE, County Clerk
By *Bernetha Skotchdo* Deputy