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PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into this <u>20</u> day of March, 1987, by and between Carl Edson Croy, hereinafter designated as husband, and Linda Fae Croy, hereinafter designated as wife.

WITNESSETH:

Whereas the parties were married to each other on January 27, 1968, at Salinas, California, and have recently declared their intention to seek a dissolution of marriage and are filing a co-petition for such purposes, and

WHEREAS it is agreed the children the issue of this marriage shall be awarded to wife, subject to reasonable visitation by husband, and that husband shall pay child support and spousal support as per their co-petition prepared herewith, and

WHEREAS it is understood and agreed that the personal effects and personal property of the parties shall be divided between, but that for the reason that the large personal property and home and land is subject to a lien and encumberances, which it will be necessary for husband to keep and maintain in order to provide either party with an estate and with the support provided for in the co-petition, it is understood and agreed that wife will release to husband all her right, title and interest in and to the land and home of the parties, which are subject to FHA mortgage, Veterans' Administration mortgage and lien to Bill Sargeson for operating loan, and that husband will pay said obligations and save wife harmless thereon, and that after said obligations are paid, wife shall be entitled to one-half of proceeds of any amounts realized upon the sale of said property by husband.

IT IS FURTHER UNDERSTOOD AND AGREED that the farm machinery used upon the premises of the parties is likewise mortgaged so that it has no present market value at the present time, and wife is releasing her interest in said.

PROPERTY SETTLEMENT AGREEMENT -1-

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farm machinery to husband, husband agreeing to assume and pay according to their terms all loans and encumberances thereon; after said loans and encumberances on farm machinery are paid, and if said farm machinery is sold, wife is to have a one-half interest in the net proceeds thereof, it being understood that this claim shall apply to replacement machinery only and not to machinery purchased otherwise by husband.

IT IS FURTHER UNDERSTOOD AND AGREED that the 1980 Olds automobile shall become the sole and separate property of wife, free and clear of all claims of

IT IS FURTHER UNDERSTOOD AND AGREED that the parties shall execute any and all documents necessary to effect their intention in this agreement and that neither party will unreasonably withhold their signature therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on MARCH _20, 1987.

CARL EDSON CROY

STATE OF OREGON County of Klamth))ss.

MARCH 20, 1987 Personally appeared the above-named CARL EDSON CROY and LINDA FAE CROY and acknowledged the foregoing instrument to be their voluntary act and deed.

irenne S. Hustrad VIVIENNE I. HUSTEAD NOTARY PUBLIC-OREGON My Commission Expires 3-14-89

PROPERTY SETTLEMENT AGREEMENT -2-

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

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to real a state version.

		Linda Robus	+-111		the	<u>8th</u>	_ day
Filed for record at requ	est of		00	o'clockP.M., and	d duly recorded in Vo	ol. <u>M89</u>	,
ofMarch	A.D., 19		<u> </u>	on Page3	3958		
	of	Deeds	· ·	Evelyn Biehn	County Clerk		
				By Qerei	Cone Mullin	dare	
FEE \$18.00				by <u>Sector</u>			

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Return: Linda Robustelli Box 844 Merrill, Or. 97633