

MODIFICATION OF PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into this 2nd day of December, 1987, by and between Carl Edson Croy, hereinafter designated as first party, and Linda Fae Croy, hereinafter designated as second party,

WITNESSETH:

WHEREAS the parties have entered into a property settlement agreement, dated March 20, 1987, which was incorporated in a divorce decree, made and entered in the Klamath County Circuit Court on June 23, 1987, and

WHEREAS it is necessary that the property settlement agreement be modified to conform with the present situation of the parties, it is understood and agreed that first party will contribute to the second party the sum of two hundred dollars (\$200.00) per month per child for the support and maintenance of the minor children of the parties, to-wit: Misti LaDawn Croy, born 5/7/73, Wendi Michele Croy, born 1/1/76, Timothy Lee Croy, born 7/9/78, and Carlea Lynn Croy, born 4/7/80, until each child shall attain the age of eighteen (18) years or twenty-one (21) years if attending school.

IT IS FURTHER UNDERSTOOD AND AGREED that second party does hereby release all interest in the farm machinery and ranch which are subject to FHA mortgage, Veterans' Administration mortgage and lien to Bill Sargeson, and that first party will pay such obligations and save second party harmless thereon; that first party will pay second party the sum of \$400.00 per month as her interest in the property of the parties, above-designated, until April 1, 1998. Payments are current to January 1, 1988.

IT IS UNDERSTOOD AND AGREED that the remaining terms and conditions of the March 20, 1987, agreement are hereby reaffirmed and ratified.

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 the event that it

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is necessary to file legal action or to secure the services of an attorney to enforce any of the provisions of this agreement, it is understood and agreed that the prevailing party shall be entitled to their reasonable attorney fees in any such dispute, whether or not there is a suit or trial, and such fees upon an appeal from any trial court decision.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above first written.

Carl Edson Croy
CARL EDSON CROY

Linda Fae Croy
LINDA FAE CROY

STATE OF OREGON)
)ss.
County of Klamath)

December 2, 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.

Before me:

Vivienne I. Hustead
VIVIENNE I. HUSTEAD
NOTARY PUBLIC-OREGON
My Commission Expires 3-14-89

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Linda Robustelli
of March A.D. 19 89 at 12:09 o'clock P.M., and duly recorded in Vol. M89 day
of Deeds on Page 3961.

FEE \$13.00

Evelyn Biehn
By D. Biehn County Clerk

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Return: Linda Robustelli
Box 844
Merrill, Or. 97633

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