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ASSIGNMENT OF INTEREST AND AGREEMENT TO PAY

EDWIN J. WELSH (hereinafter referred to as "CREDITOR")
and BRUCE KAMHOOT, individually, and as a partner in MDIC
INTERNATIONAL, INC., an Oregon Corporation, and BRUCE KAMHOOT
& ASSOCIATES, INC., an Oregon Corporation; JOHN J. CARDEN,
individually, and as a partner in MDIC INTERNATIONAL, INC., an
Oregon Corporation, and BRUCE KAMHOOT & ASSOCIATES, INC., an
Oregon Corporation, and MDIC INTERNATIONAL, INC., an Oregon
Corporation, and BRUCE KAMHOOT & ASSOCIATES, INC., an Oregon
Corporation, (hereinafter referred to as "DEBTORS"):

RECITALS:

1) Creditor has a pending sale upon Writ of Execution of
certain real property situated in Clackamas County, Oregon,
arising out of the case entitled:

IN THE CIRCUIT COURT OF THE STATE OF OREGON, FOR CLACKAMAS
COUNTY, EDWIN J. WELSH, Plaintiff, vs. BRUCE KAMHOOT, JOHN
J. CARDEN, MDIC INTERNATIONAL, INC., formerly MDIC, INC., an
OREGON CORPORATION, and BRUCE KAMHOOT & ASSOCIATES, INC., an
Oregon Corporation, Defendants, Case No. 83-7-444,
pursuant to Praecept for Writ attached hereto as Exhibit "A".

2) Debtors desire forbearance of the sale of said real
property at this time, and it is therefore understood and agreed
between the parties as follows:

AGREEMENT:

- 1) That the sale of said Clackamas County real property
- 1) Assignment of Interest and
Agreement to Pay

Sig X

shall be set over from Friday, May 18, 1984 at 10 o'clock a.m.

to Monday, May 21, 1984 at 10 o'clock a.m., pending completion
of the documentation of this agreement.

2) Debtors, and each of them, agree to assign, set over
and convey to Creditor all of their right, title, interest and
equity in that certain property known as HAWORTH TERRACE OREG.
LTD. in the amount of \$167,750, more particularly described in
Exhibit "B", attached hereto, and all of their right, title,
interest and equity in that certain real property known as
ROCK CREEK TERRACE LTD. in the amount of \$164,000, as more par-
ticularly described in Exhibit "C" attached hereto.

3) Creditor agrees to reconvey such interest and/or equity
in and to said properties to Debtors upon the payment to Creditor
by Debtors of that certain judgment in the amount of \$16,101.58
together with accrued interest and costs, for a total of
\$20,686.54, and interest at \$3.9% per day from April 24, 1984
until paid, and the additional sum of \$2,000.00; said payment to
Creditor to be made on or before the expiration of sixty (60)
days from the date of this agreement.

4) If said total payment is not made to Creditor within
said sixty-day period, then Creditor shall retain the equity of
Debtors in and to said parcels of real property and shall take
whatever legal procedures are necessary or desirable to collect
all sums of principal, interest and costs due by virtue of judg-
ment and writ of execution.

5) Debtors agree that in the event either the anticipated
"wrap-around-loan", discount of other receivable transaction or

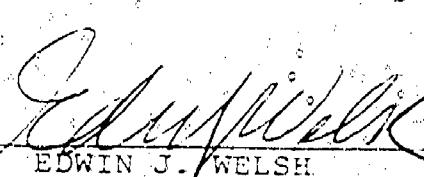
2) Assignment of Interest
and Agreement to Pay

any other transaction of Debtors generate cash paid to, and received by Debtors or any of them, Debtors or any of them shall immediately upon receipt thereof pay to Creditor all sums due by virtue of said judgment and writ of execution on principal, accrued interest and costs, at which time Creditor shall, upon receipt of payment in full of said sums, convey back to Debtors the interest in the equities of HAWORTH TERRACE OREG. LTD and ROCK CREEK TERRACE LTD., provided said payment is within said sixty-day period.

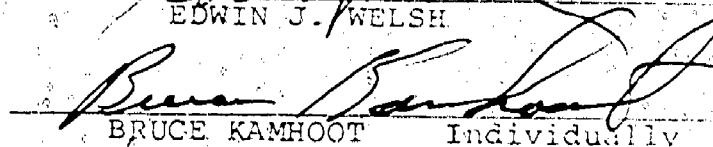
6) In the event Creditor retains the equity of Debtors or any of them in and to said two parcels of real property known as HAWORTH TERRACE OREG. LTD. and ROCK CREEK TERRACE LTD., pursuant to Paragraph (4) of this agreement, Creditor shall retain such equity free and clear of all claims and demands of Debtors or any of them whatsoever and as his own sole and absolute property. Additionally, Creditor may pursue whatever judgment Creditor may have to collect the amounts set out in Paragraph (3) above.

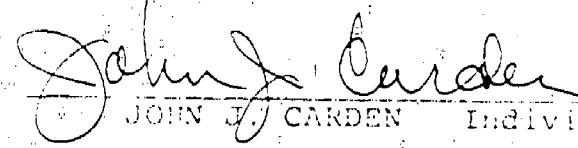
IN WITNESS WHEREOF, The parties hereto have executed this ASSIGNMENT OF INTEREST and AGREEMENT TO PAY this 18th day of May, 1984.

CREDITOR:


EDWIN J. WELSH

DEBTORS:

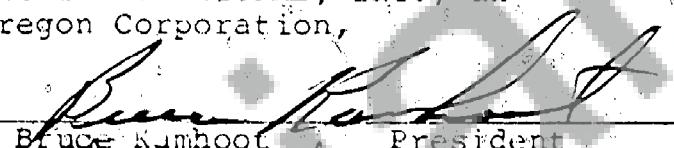

BRUCE KAMHOOT Individually

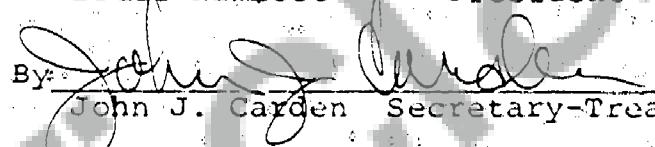

JOHN J. CARDEN Individually

3) Assignment of Interest and
Agreement to Pay

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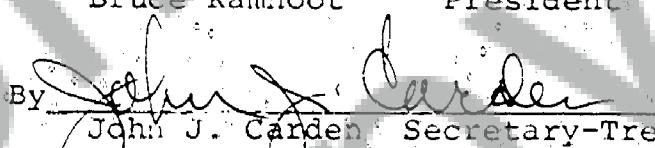
MDIC INTERNATIONAL, INC., an
Oregon Corporation,

By 
Bruce Kamhoot President

By 
John J. Carden Secretary-Treasurer

BRUCE KAMHOOT & ASSOCIATES, INC., an
Oregon Corporation,

By 
Bruce Kamhoot President

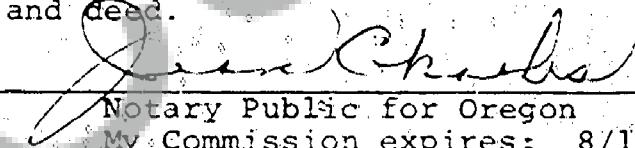
By 
John J. Carden Secretary-Treasurer

STATE OF OREGON)
County of Clackamas) ss.

May 18, 1984

Personally appeared the within named Edwin J. Welsh, Bruce Kamhoot and John J. Carden and acknowledged the foregoing instrument to be their voluntary act and deed.

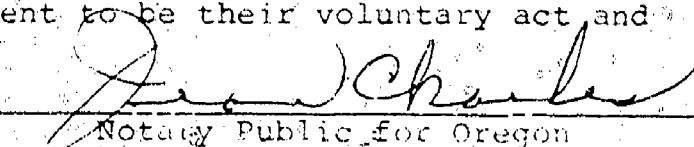
BEFORE ME:


Notary Public for Oregon
My Commission expires: 8/12/87

STATE OF OREGON)
County of Clackamas) ss.
May 18, 1984

Personally appeared the within named Bruce Kamhoot and John J. Carden, who, being duly sworn, each for himself and not one for the other, did say that the former is the President of MDIC INTERNATIONAL, INC., an Oregon Corporation, and BRUCE KAMHOOT & ASSOCIATES, INC., an Oregon Corporation, and that the latter is Secretary-Treasurer of said Corporations, and that said instrument was signed and sealed in behalf of said Corporations, and each of them acknowledged said instrument to be their voluntary act and deed.

BEFORE ME:


Notary Public for Oregon
My Commission expires: 8/12/87

- 4). Assignment of Interest and
Agreement to Pay

BOOK 84 PAGE 8

IN THE CIRCUIT COURT
OF THE STATE OF OREGON
FOR CLACKAMAS COUNTY

EDWIN J. WELSH, Plaintiff

PRAECTIVE FOR WRIT
(See instructions on reverse)

Cause Number 83-7-444

V
BRUCE KAMHOOT, JOHN J. CARDEN,
MDIC INTERNATIONAL, INC., formerly
MDIC, INC., an Oregon corporation
and BRUCE KAMHOOT & ASSOCIATES,
INC., an Oregon corporation,

Defendants.

Debtor

TO THE CLERK OF THE ABOVE ENTITLED COURT:

You are hereby requested and instructed to issue an execution to the Sheriff of Clackamas County upon the Judgment dated November 4, 1983 in the above cause as follows:

1. Amount Due on Judgment	\$ 16,101.58
2. Interest (if applicable) to 2/6/84	2,580.65 (\$3.97 per day after
3. Accrued Costs (if applicable)	1,495.30 2/6/84)
4. Less Credits to Date	None
5. TOTAL	\$ 20,177.53

This execution to be issued as:

Attachment _____
Personal Property _____
XXX Foreclosure on Real Proper

It is hereby certified that the provisions of this request for issuance of a Writ of Execution conform to the terms of the aforementioned judgment of record in this cause and to the laws of the State of Oregon and issued at the request of the undersigned.

Exhibit "A"

Signature 
Name Edwin J. Welsh
Address 311 "B" Ave., Suite 205, PO Box 473, Lake Oswego, OR 97034
Attorney for Creditor/Plaintiff

Bar # 39050

Telephone 636-4554

HAWORTH TERRACE OREGON LTD.:

A tract of land lying in Section 17, Township 3 South, Range 2 West of the Willamette Meridian, and being a part of the Richard Everest Donation Land Claim, Notification No. 1474, Claim No. 52, in Township 3 South, Range 2 West of the Willamette Meridian, in Yamhill County, Oregon, to-wit:

Beginning at the Northwest corner of Lot 6 of Block 1 of Stanley Subdivision, a recorded subdivision in Yamhill County, Oregon. Thence South $0^{\circ}18'25''$ West along the west boundary and the West boundary extended Southerly of said Lot 6, a distance of 347.00 feet to an iron pipe. Thence South $89^{\circ}59'00''$ West parallel with Haworth Avenue to the North, a distance of 236.46 feet to an iron pipe on the Easterly boundary of a tract of land described by Film Volume 72, Page 1154, Deed and Mortgage Records of Yamhill County; thence North $0^{\circ}21'35''$ East along the said boundary, 2.83 feet to the Northeast corner of said tract; thence South $88^{\circ}51'50''$ West along the Northerly boundary of said tract 99.37 feet to the Northwest corner thereof, and the division line of the Richard Everest Donation Land Claim No. 52; thence North $0^{\circ}14'50''$ East along said division line, 346.08 feet to the South Boundary of Haworth Avenue; thence North $89^{\circ}59'00''$ East along the said south boundary 336.15 feet to the place of beginning.

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BOOK 10

ROCK CREEK TERRACE LTD.

A tract of land located in Section 1, Township 2 North,
Range 7 East of the Willamette Meridian, Skamania County,
State of Washington, described as:

Beginning at a point on the North line of said Section 1,
which is 804.50 feet west of the intersection of said north
line with the west line of the H. Shepard D.L.C.; thence
South $00^{\circ}50'54''$ west parallel with the west line of said
Shepard D.L.C., 34.00 feet to the south right-of-way line
of Vancouver Avenue and the true point of beginning; thence
North $88^{\circ}56'55''$ West 172.73 feet to a brass screw set in
curb; thence South $01^{\circ}33'03''$ West 227.60 feet; thence North
 $82^{\circ}48'05''$ West 162.97 feet, more or less, to the east right-
of-way line of Second Avenue; thence Southeasterly along
said East line to a point which bears South $00^{\circ}50'54''$ West
from the true point of beginning; thence North $00^{\circ}50'54''$
East parallel with the West line of the Shepard D.L.C. 499.56
feet to the true point of beginning.

STATE OF WASHINGTON
COURT OF APPEALS
IN THE COURT OF APPEALS
WITHIN

EDWIN J. WEISH ATTORNEY AT LAW
P.O. BOX 472

LAKE OSWEGO, OR 97024

A. 12:30 P.M. OCT. 11, 84

84

DEEDS

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RECORDED WITH

WILLIAMSON

NOTARY PUBLIC

WILLIAMSON

NOTARY PUBLIC