

92187

12304
12504

ASSIGNMENT OF BENEFICIAL INTEREST IN DEEDS OF TRUST

Effective date: March 11, 1981Parties:
GARY A. BURNETT and KATHLEEN D. BURNETT, husband and wife, hereinafter referred to as "Burnett", or as "Assignor"

DICKINSON ENTERPRISES, INC. PROFIT SHARING TRUST, hereinafter referred to as "Assignee", or by its full name

Re-litels:

A. Burnett is the Beneficiary of a Deed of Trust executed by Richard L. Edwards and Karen L. Edwards, husband and wife, as Grantors, on August 18, 1980, recorded in the records of Skamania County, Washington, as No. 91110, Book 57 of Mortgages, Page 302. The Trustee of said Deed of Trust is First American Title Insurance, a corporation. Said Deed of Trust encumbers the following described real property:

The East 354.7 feet as measured along the North line of the following described property in Skamania County, Washington.

A tract of land in the Northwest quarter of the Northeast quarter of Section 3, Township 1 North, Range 5 East of the Willamette Meridian (Government Lot 2), described as follows:

Beginning at the Northwest corner of said Government Lot 2; thence South along the West line of said Lot 2, a distance of 300 feet; thence East parallel with the North line of said Lot 2 to a point on the Westerly right of way line of Mabee Mine Road No. 11120, as the same is established and traveled April 1, 1978; thence along said Westerly right of way line in a Northerly direction to where said right of way line intersects the Northerly line of said Lot 2; thence West along said North line to the point of beginning.

Also known as Lot 1 of The Burnett Short Plat No. 1 as recorded in Book 2, page 136 of Short Plats, under Auditor's File No. 89557, records of Skamania County, Washington.

Together with an easement for ingress, egress, and utilities over and across the 60 foot private roadway designated as Columbia Ridge Road; and as delineated on the Short Plat herein described.

B. Burnett is the Beneficiary of a Deed of Trust dated September 29, 1980, recorded October 2, 1980, in No. 91358, Book 57 of Mortgages, page 455, Skamania County, Washington, in which Edward A. Francom and Iris M. Francom, husband and wife, are Grantors, and First American Title Insurance Company, a corporation, is Trustee. Said Deed of Trust encumbers real property described as follows:

ASSIGNMENT OF BENEFICIAL
INTEREST IN DEEDS OF TRUST - 1

Registered
Indexed, Dir. 73
Indirect
Recorded X
Mailed

789
 The East 295 feet of the West 965 feet of the following described property in Skamania County, Washington:

A tract of land in the Northwest quarter of the Northeast quarter of Section 3, Township 1 North, Range 5 East of the Willamette Meridian, (Government Lot 2) described as follows:

Begaining at the Northwest corner of said Government Lot 2; thence South along the West line of said Lot 2, a distance of 300 feet; thence East parallel with the North line of said Lot 2 to a point on the Westerly right of way line of Mabes Mines Road No. 11120, as the same is established and traveled April 1, 1978; thence along said Westerly right of way line in a Northerly direction to where said right of way line intersects the Northerly line of said Lot 2; thence West along said North line to the point of beginning.

Also known as Lot 2 of The Burnett Short Plat No. 1, as recorded in Book 2, page 136 of Short Plats, under Auditor's File No. 89557, records of Skamania County, Washington.

Together with an easement for ingress, egress, and utilities over and across the 60 foot private roadway designated as Columbia Ridge Road; and as delineated on the Short Plat herein described.

C. Burnett wishes to convey, for a valuable consideration, Burnett's beneficial interest in said Deeds of Trust, to DICKINSON ENTERPRISES, INC., PROFIT SHARING TRUST.

D. DICKINSON ENTERPRISES, INC. PROFIT SHARING TRUST is a trust created by DICKINSON ENTERPRISES, INC., pursuant to a Trust document, the last amendment of which was executed on December 28, 1977. Charles W. Dickinson and Marilyn G. Dickinson are the Trustees thereof.

NOW, THEREFORE, for and in consideration of the covenants herein contained, the parties agree as follows:

1. Warranty of Unpaid Balance. Burnett warrants to Assignee that the Deed of Trust described in Recital A secures repayment of an installment note in the original amount of Ten Thousand Three Hundred Twenty (\$10,320.00) Dollars, dated August 18, 1980, and bearing interest at the rate of 10-1/2% per annum, with payments of One Hundred (\$100.00) Dollars or more per month commencing September 18, 1980. Assignor further warrants that said note is due and payable on or before August 18, 1985, and that the unpaid balance due on said note as of the date hereof is the sum of \$10,260.00 principal, together with interest computed from February 18, 1981.

Assignor further warrants that the Deed of Trust described in Recital B secures repayment of an installment note dated September 29, 1980, in the face amount of Ten Thousand One Hundred Sixty (\$10,160.00) Dollars; that said note is due and payable on or before September 29, 1984; that the payments provided for in said note are One Hundred Fifty (\$150.00) Dollars per month; that the unpaid

balance owing and due on said note as of the effective date hereof is the sum of ~~\$34,914.75~~ ^{A.B.} in principal, together with interest accrued from March 2, 1981 ^{A.B.} to 1981.

Assignor further warrants that the two promissory notes described in this paragraph are attached to this agreement, marked Exhibit "A" and Exhibit "B", respectively; that all payments provided for in said promissory note have been made as agreed; that there are no defaults on the note or on the Deeds of Trust securing said promissory notes.

2. Assignment. Assignor, Gary A. Burnett and Kathleen D. Burnett, herewith assign, transfer, and convey all of their right, title, and interest in the installment notes described in Paragraph 1, copies of which are set forth as Exhibits "A" & "B" attached hereto, to DICKINSON ENTERPRISES, INC. PROFIT SHARING TRUST, and further assign all of their right, title, and interest in the Deeds of Trust described in Recitals A and B to DICKINSON ENTERPRISES, INC. PROFIT SHARING TRUST, and to the transferees and assigns of said Assignee.

3. Consideration. DICKINSON ENTERPRISES, INC. PROFIT SHARING TRUST has paid the sum of Sixteen Thousand (\$16,000) Dollars, allocated one-half (1/2) to each of said notes and Deeds of Trust, to Burnett as full consideration for the assignments granted herein.

4. Provision for Attorneys Fees. In the event that any party to this agreement should be required to secure the services of an attorney to protect or enforce his or its rights under this agreement, the prevailing party in such action shall be entitled to recover attorneys fees and court costs from the losing party.

DATED this 1 day of March, 1981.

Gary A. Burnett
Gary A. Burnett

Kathleen D. Burnett
Kathleen D. Burnett

DICKINSON ENTERPRISES, INC. PROFIT
SHARING TRUST

by Charles W. Dickinson
Charles W. Dickinson, Trustee

By Marilyn J. Dickinson
Marilyn J. Dickinson, Trustee

STATE OF WASHINGTON)
County of Clark)

On this day personally appeared before me GARY A. BURNETT and KATHLEEN D. BURNETT, husband and wife, to me known to be the individuals named in and who executed the above and foregoing Assignment of Beneficial Interest in Deedn of Trust, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11 day of March, 1981.

Notary Public in and for the State of Washington, residing at Vancouver

STATE OF WASHINGTON I, SS
HENRY CERTIFY THAT THE WITHIN

IN THE COUNTY OF CLARK
ON Vancouver, Wa
AT 3:30 P.M. MAY 19, 1981
WITNESS: SJ
O. Wit DE 764
RECD IN CLARK CO. REC'D. WASH.
J. messenger
E. Nugent DEPUTY

ASSIGNMENT OF BENEFICIAL
INTEREST IN DEEDS OF TRUST - 4

S. 10,320.00

INSTALLMENT NOTE

BOOK 5 PAGE 793

August 18 1980

FOR VALUE RECEIVED, WE JOINTLY AND SEVERALLY AGREE TO PAY
to GARY A. BURNETT and KATHLEEN D. BURNETT, husband and wife

, or order
the sum of ... TEN THOUSAND THREE HUNDRED TWENTY AND NO/100-- (\$10,320.00) DOLLARS
with interest thereon at the rate of 10.5 per cent per annum from date hereinafter, payable as follows:

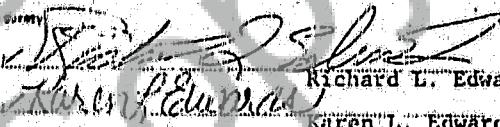
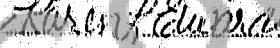
ONE HUNDRED AND NO/100 (\$100.00) Dollars,
or more at Maker's option, on or before the 18th day of September 1980,
and ONE HUNDRED AND NO/100 (\$100.00) Dollars,
or more at Maker's option, on or before the same day of each then succeeding calendar month until said note is paid in full.
Maker further agrees to pay interest on the balance, and the diminishing amounts thereof, at the rate of 10.5 per annum from
August 18, 1980, which interest shall be deducted from each monthly installment and the balance
applied in reduction of principal. Seller requests if said property is sold before five years
from date, the balance of the note shall be paid in full.

This note is secured by a deed of trust of even date.

If any of said installments are not so paid, the whole sum of both principal and interest shall become due and payable at once without further notice, at the option of the holder hereof.

This note shall bear interest at the rate of twelve per cent per annum after maturity or after failure to pay any installment as above specified, and if this note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect any of the principal or interest of this note I promise to pay a reasonable attorney's fee.

Each maker of this note executed the same as a principal and not as a surety.


Richard L. Edwards

Karen L. Edwards

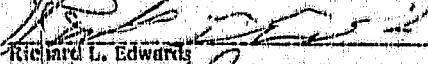
It is agreed that the promissory note (copy of which is set forth above) is
amended by adding thereto the following:

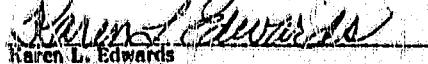
This note and the deed of trust that secures said note shall become
due and payable on August 18, 1985, or at such earlier date that the
real property, which is described in the deed of trust securing
payment of said note shall be sold, transferred or conveyed.

DATED this 6 day of March, 1981


Gary A. Burnett


Kathleen D. Burnett
Kathleen D. Burnett


Richard L. Edwards


Karen L. Edwards

Central BOOK 5 PAGE 71

Calif. At 820059

\$ 10,160.00

INSTALLMENT NOTE

No. _____

September 29, 1980

FOR VALUE RECEIVED, we jointly and severally agree to pay

to GARY A. BURNETT and KATHLEEN D. BURNETT, husband and wife

or order

the sum of TEN THOUSAND ONE HUNDRED SIXTY AND NO/100 DOLLARS

with interest thereon at the rate of 10.5% per annum from date hereof, payable as follows:

ONE HUNDRED FIFTY AND NO/100- (\$ 150.00) Dollars.

or more at Maker's option, on or before the 2nd day of November, 1980,

and ONE HUNDRED FIFTY AND NO/100- (\$ 150.00) Dollars,

or more at Maker's option, on or before the same day of each then succeeding calendar month until said note is paid in full.

Maker further agrees to pay interest on the balance, and the diminishing amounts thereof, at the rate of 10.5% per annum from

October 2, 1980, which interest shall be deducted from each monthly installment and the balance so applied in reduction of principal.

This note is secured by deed of trust _____ of even date.

If any of said installments are not so paid, the whole sum of both principal and interest shall become due and payable at once without further notice, at the option of the holder hereof.

This note shall bear interest at the rate of twelve per cent per annum after maturity or after failure to pay any installment as above specified, and if this note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect any of the principal or interest of this note I promise to pay a reasonable attorney's fee.

Each maker of this note executes the same as a principal and not as a surety. This note, together with accrued interest, shall be due and payable on or before four (4) years from date hereof.

Edward A. Francom

Iris M. Francom

This Form Furnished By FIRST AMERICAN TITLE INSURANCE COMPANY

WA-14

EXHIBIT

B

PAGE

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