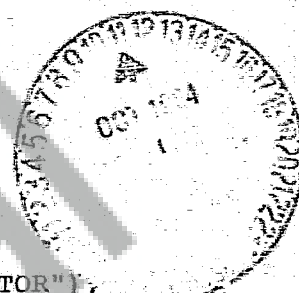


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ASSIGNMENT OF INTEREST AND AGREEMENT TO PAY

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 Precept 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

WELSH 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.

and do hereby
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 particularly 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 \$3.97 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 judgment and writ of execution.

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

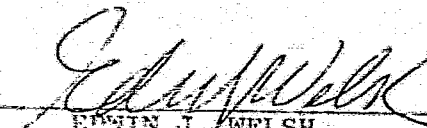
2) Assignment of Interest
and Agreement to Pay

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 RAMHOOT Individually


JOHN J. CARDEN Individually

3) Assignment of Interest and Agreement to Pay

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:

John Charles
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:

John Charles
Notary Public for Oregon

My Commission expires: 8/12/87

- 4) Assignment of Interest and Agreement to Pay

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

EDWIN J. WELSH, Plaintiff

Creditor

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

PRAECIPE FOR WRIT
(See instructions on reverse)

Case Number 83-7-444

TO THE CLERK OF THE ABOVE ENTITLED COURT:

You are hereby requested and instructed to issue an execution to the
Sheriff of Clackamas County upc. 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.

Signature

Name

Edwin J. Welsh

Address

311 "B" Ave., Suite 205, PO

Box 473, Lake Oswego, OR 9703.

Attorney for

Creditor/Plaintiff

Exhibit "A"

Bar #

39050

Telephone

636-4554

HAWORTH TERRACE OREG. 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.

98367

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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
COUNTY OF SKAMANIA
FILED FOR RECORD WITHIN

WITNESSED BY
EDWIN J. WELSH, ATTORNEY AT LAW
P.O. BOX 473

LAKE OSWEGO, OR. 97034

A 12:30 P. OCT. 11, 1984

W. 84

DEEDS 4

RECORDED WITH

DMW

NOTAR

A. New

EXHIBIT "C"