

AFTER RECORDING RETURN TO:
Bank of Oswego
310 N. State Street Suite 218
Lake Oswego, OR 97034

ASSIGNEE'S NAME AND ADDRESS:
Bank of Oswego
310 N. State Street Suite 218
Lake Oswego, OR 97034

ASSIGNOR'S NAME AND ADDRESS:
Pinda Burk, LLC
Attn: Mr. Matthew W. Burk
6650 SW Redwood Lane, Suite 290
Portland, OR 97224

03-08-21 0-0-0200
0202
0301
0500
3-8-21-30-2500

Assignment of Deed of Trust
(For security purposes only - not absolute assignment)

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to Bank of Oswego, for security purposes only, all beneficial interest under that certain Commercial Deed of Trust (the "Trust Deed") dated May 17, 2006, executed by Carson Mineral Hot Springs LLC, a Washington Limited Liability Company (the "Grantor"), to Skamania County Title Company, Trustee, and recorded as Instrument No. 2006161628, in the Official Records in the County Recorder's office of Skamania County, State of Washington, describing land therein more particularly described as:

See Exhibit "A"

See 21, T3N, R8E

TOGETHER with all right, title and interest of the undersigned now owned or hereafter acquired in and to the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under the note or notes and said Deed of Trust and that Loan Agreement of the same date as the Deed of Trust executed by the obligor under the note or notes secured by the Deed of Trust.

After Acquired Property: This Assignment covers all of Assignor's right, title and interest now or hereafter acquired with respect to the Property and the Trust Deed.

Obligations Secured: This Assignment is given to secure the payment and performance of all indebtedness and obligations now or hereafter owed by Assignor to Assignee, direct or indirect, including interest thereon, together with any extensions or renewals thereof, in the principal amount of \$1,400,000.00, which amount was loaned to the undersigned in connection with the transaction concerning the Property.

Covenants, Warranties and Agreements of Assignor: With respect to the security interest granted by this Assignment, Assignor represents, covenants, warrants and agrees with Assignee as follows:

1. In the event of default by the Grantor under the Trust Deed, Assignee shall have the right but not the obligation to assert all of the Assignor's remedies, or any of them, under the terms of the Trust Deed against said the Grantor. To the extent necessary, Assignor does hereby grant a limited power of attorney to Assignee to institute such proceedings in the name of either Assignee or Assignor.
2. Assignee is authorized to notify the Grantor of this Assignment, and to effect a direct collection of all payments now or hereafter coming due to the undersigned under the terms of the Trust Deed. At the request of Assignee, Assignor agrees to enter into any appropriate notices to the Grantor. All amounts so collected by Assignee shall be applied by Assignee to the obligations secured hereby.
3. This Assignment shall not be qualified or supplemented by course of dealing. No waiver or modification by Assignee of any of the terms or conditions hereof shall be effective until in writing signed by Assignee. No waiver nor indulgence by Assignee as to any required

performance by Assignor shall constitute a waiver as to any subsequent required performance or other obligations of Assignor hereunder.

4. Time is of the essence of this Assignment and in the event of Assignor's default under the terms of this Assignment, or any obligations secured hereby, Assignee shall have all remedies as allowed by law. In the event of the default by Assignor, or in the event it becomes necessary for Assignee to become involved in the preservation of its security in the Property and the Trust Deed, Assignor shall be responsible for paying all of the Assignee's reasonable costs incurred therein, including but not limited to reasonable attorneys' fees incurred with or without legal action, together with all expenses of title search and all court costs and costs of public officials. The sums agreed to be paid hereunder shall be secured hereby. If Assignee realizes on the security granted herein, Assignor agrees to pay any deficiency remaining after the application of the net proceeds to any indebtedness secured hereby.

5. This agreement shall be binding upon an inured to the benefit of the parties, their heirs, successors, assigns and personal representatives.

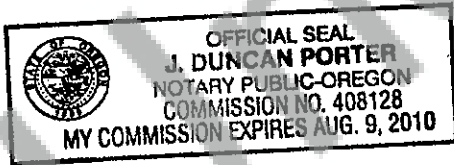


PINDA BURK, LLC

By: *Christine Pinda-Allen*
Christine Pinda-Allen, Manager

STATE OF OREGON)
) ss.
County of Washington)

This instrument was acknowledged before me on this 3rd day of August, 2006, by Christine Pinda-Allen, as Manager of Pinda Burk, LLC.



J. Duncan Porter
Notary Public for Oregon
My Commission Expires: 8-9-10

EXHIBIT 'A'

PARCEL I

The East Half of the Southeast Quarter, the Southeast Quarter of the Northeast Quarter and the Southwest Quarter of the Southeast Quarter, all in Section 21, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPTING therefrom the following:

1. That portion conveyed to Pacific Northwest Pipeline, by instrument recorded March 20, 1956 in Book 41, Page 280, Skamania County Deed Records.
2. That portion conveyed to the State of Washington by instrument recorded January 4, 1980 in Book 78, Page 294, Skamania County Deed Records. Also recorded November 4, 1988 in Book 111, Page 779, Skamania County Deed Records.
3. Lot 1 of the R.M. Hegewald Short Plat, recorded in Book 3 of Plats, Page 49, Skamania County Records.
4. That portion conveyed to Skamania County Cemetery by instrument recorded August 9, 1984 in Book 83, Page 794, Skamania County Deed Records.

PARCEL II

A tract of land in the Southeast quarter of the Southeast quarter of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 1 of the R.M. Hegewald Short Plat, recorded in Book 3 of Short Plats, Page 49, Skamania County Records.

PARCEL III

Beginning at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington; thence North 01°05'47" East, along the West line of said Northwest Quarter of the Southeast Quarter, a distance of 1,249.67 feet to the Northwest corner of said Northwest quarter of the Southeast Quarter; thence North 01°05'47" East, along the West line of the Southwest quarter of the Northeast quarter of said Section 21, a distance of 450.00 feet; thence South 88°30'04" East a distance of 50.00 feet; thence South 01°05'47" West a distance of 470.15 feet; thence South 88°30'04" East a distance of 369.36 feet; thence North 01°30'04" East a distance of 700.00 feet to the East line of the Northwest quarter of the Southeast quarter of said Section 21; thence South 01°30'32" West, along the East line of said Northwest quarter of the Southeast Quarter, a distance of 1,145.23 feet to the Southeast corner of said Northwest quarter of the Southeast quarter; thence North 88°30'04" West, along the South line of said Northwest quarter of the Southeast quarter, a distance of 1,320.72 feet to the Point of Beginning.

EXCEPT for that portion lying within the right of way of Shepherd Springs Road.

PARCEL IV

The East half of the Southeast quarter of the Northwest quarter of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL V

The East half of the Southwest quarter of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPTING therefrom that portion Platted as Hot Springs Subdivision

EXCEPT that portion conveyed to Skamania County by instrument recorded January 28, 1983, in Book 81, Page 935.