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Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$47.00

WHEN RECORDED MAIL TO:

RBC CENTURA BANK 11011 Richmond Avenue, Suite 850 Houston, Texas 77042

2 7585

(Space Above for Recorder's Use Only)

Loan No. 4345-025237

AMENDED SHORT FORM DEED OF TRUST

THIS AMENDED SHORT FORM DEED OF TRUST (this "Deed of Trust") is entered into as of August 7, 2007, by and between RBC CENTURA BANK, a North Carolina banking corporation ("Lender"), and CAM DEVELOPMENT, INC., an Oregon corporation ("Borrower"), and SKAMANIA COUNTY TITLE COMPANY ("Trustee"), with reference to the following facts:

WITNESETH:

WHEREAS, Lender previously agreed to extend to Borrower a Two Million Three Hundred Seventeen Thousand and No/100 Dollar (\$2,317,000.00) Acquisition & Development Loan, as evidenced by that certain Note dated February 28, 2006, executed by Borrower and payable to the order of Lender. In connection therewith, the Borrower executed and delivered for the benefit of Lender that certain Short Form Deed of Trust dated February 28, 2006, in the Registry of Skamania County, Washington as Document No. 2006160711; (as amended hereby, and as may have been previously amended the "Master Deed of Trust");

WHEREAS, Lender and the Borrower desire to execute this Supplemental Deed of Trust to evidence their consent to the modifications to the Master Deed of Trust as hereinafter set forth; and

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by Lender to the Borrower, the receipt of which is hereby acknowledged, and of the mutual covenants herein contained, the Borrower and the Lender agree as set forth hereinafter:

- Increase to the Line of Credit. Borrower and Lender acknowledge and 1. agree that Borrower is currently indebted or may become indebted to Lender from time to time for monies loaned, obligations secured, benefits received, undertakings assumed or guaranteed or as otherwise provided herein up to a maximum principal sum of THREE MILLION FOUR HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$3,405,000.00), as evidenced by that certain Restated Note dated August ______, 2007, in the principal sum of Three Million Four Hundred Five Thousand and No/100 Dollars (\$3,405,000.00), executed by Borrower and payable to the order of Lender, which amount is the maximum principal amount, including present and future advances and obligations, that may be secured by the Master Deed of Trust at any one time. Notwithstanding any other provision of this Deed of Trust or the Master Deed of Trust or any existing Loan Documents, Borrower agrees: (i) that the maximum aggregate amount of all loan amounts under the Loan Documents will not exceed THREE MILLION FOUR HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$3,405,000.00); and (ii) Lender will not be required to accept any financing or make any loan under the Loan Documents or under any other agreement if the aggregate total amount under the Loan Documents would exceed Three Million Four Hundred Five Thousand and No/100 Dollars (\$3,405,000.00) in the aggregate.
- 2. Additional Property. To secure all indebtedness owed the Lender and referred to in the Master Deed of Trust, the Borrower has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell and convey unto the Lender, its successors, and assigns the additional real property described on Exhibit A attached hereto (the "Property"), together with all buildings, improvements, and fixtures, now owned by the Grantor and located in or upon such real property, and in addition all other rights, titles, privileges, powers and other items appurtenant to the aforesaid real property (hereinafter called the "Collateral").

TO HAVE AND TO HOLD the Collateral and the Property, with all the rights, privileges, and appurtenances thereunto belonging or appertaining to the Lender, its successors and assigns, in fee simple forever, upon the trusts and for the uses and purposes set out in the Master Deed of Trust;

And the Borrower covenants with the Lender that it is seized of the Collateral and Property in fee and had the right to convey the same in fee simple; that title is marketable and free and clear of all encumbrances; and that it will warrant and defend the title to the Property and Collateral against the lawful claims of all persons whomsoever, except as to such exceptions to title which are approved in a writing signed by the Lender prior to the recording of this document.

3. General.

- a. All references to the "Mortgage" or "Mortgage Instrument" in the Note or in any other document given to secure the Note or any other obligations of the Borrower to the Lender (collectively called the "Loan Documents") shall hereinafter be to the Master Deed of Trust as modified hereby.
- b. This agreement shall bind and inure to the benefit of the successors in interest hereto, and its expressly understood and agreed that this Supplemental Deed of Trust is a modification only and not a novation.
- c. The Master Deed of Trust, as hereby modified, is incorporated in this Supplemental Deed of Trust in its entirety by this reference, and all provisions of the Master Deed of Trust shall be interpreted in accordance with and in light of the revisions and modifications contained herein. The Borrower represents, affirms and agrees that the Master Deed of Trust, as modified hereby, along with all of the other Loan Documents, are and shall remain in full force and effect and be binding upon Borrower without defense or offset of any nature. Borrower, by its execution of this Supplemental Deed of Trust, evidences its consent to the modifications hereinabove set forth.
- d. It is expressly understood and agreed by the parties hereto that the agreements contained in this Supplemental Deed of Trust shall in no way release, discharge, satisfy, alter or impair the debt evidenced by the Note or any other obligations of any party to the Lender or affect in any manner whatsoever the validity of the Note, the Master Deed of Trust or the Loan Documents, or shall in any manner by construed to impair the security of the Lender, and that the Note, the Master Deed of Trust, except as herein modified, and the other Loan Documents shall each remain in full force and effect in accordance with their respective terms and continue as evidence of the debt and security for the payment of all money due or to become due thereon to Lender.
- e. This Supplemental Deed of Trust may be executed in one of more counterparts, each of which shall be deemed to be an original, but which shall constitute one and the same instrument, and in making proof of the Supplemental Deed of Trust, it shall not be necessary to produce or account for more than one such counterpart.
- f. This Supplemental Deed of Trust shall be governed by and construed in accordance with the laws of the State of North Carolina.

4. Additional Covenants.

The Borrower makes the following representations and the covenants and agreements specified as follows:

- (a) <u>Additional Representations and Warranties</u>. The Borrower represents and warrants to Lender as follows, and acknowledges that such representations and warranties shall be continuing representations and warranties from Borrower to Lender:
 - (i) The Borrower is and shall remain in compliance with the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation, regulations or executive orders relating thereto, and the Uniting and Strengthening America By Providing Appropriate Tools Required To Intercept and Obstruct Terrorism Act (USA Patriot Act of 2001), as amended, and any other enabling legislation, regulations or executive orders relating thereto;
 - (ii) The Borrower is and shall remain in compliance with 31 U.S.C., Section 5313, as amended, 31 C.F.R. Section 103.22, as amended, and any similar laws or regulations involving currency transaction reports or disclosures relating to transactions in currency of more than \$10,000.00, or of more than any other minimum amount specified by any laws or regulations; and
 - (iii) The Borrower (i) is not a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (ii) does not engage in any dealings or transactions prohibited by Section 2 of such executive order, and is not otherwise associated with any such person in any manner violative of Section 2, or (iii) is not a person on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order.
- (b) Additional Covenant. The Borrower covenants and agrees with Lender that no part of any loan proceeds or advances evidenced by or referenced in this Deed of Trust, and no part of any other amounts or sums derived from any property which secures repayment of such loan proceeds or advances, including, without limitation, any accounts, payment intangibles, money, rents, issues or profits, will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

IN WITNESS WHEREOF, the Borrower has caused this Supplemental Deed of Trust to be executed in their names, under seal, all by authority duly given, as of the date herein first above written.

BORROWER:

CAM DEVELOPMENT, IN

an Oregon corporation

By:

President and Vice President

Mary E.. Laufinan Secretary

Loan Number: 4345-025237

EXHIBIT "A"

PARCEL I

A tract of land in the Southeast Quarter of Section 35, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 1 of the Iman Loop Short Plat recorded in Auditor's File No. 2006160461, Skamania County Records.

PARCEL II

A tract of land in Section 35, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lots 1, 2 & 3 of the Morning Wood Short Plat, recorded in Auditor's File No. 2005159291, Skamania County Records.

PARCEL III

A tract of land in Section 35, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lots 1, 2, & 3 of the Osprey Ridge Short Plat, recorded in Auditor's File No. 2005159290, Skamania County Records.

STATE OF CS	ACKNOWLEDGMENT - Individual
County of Ss.	
On this day personally appeared before me	
	to me known
to be the individual(s) described in and who executed the within	
·	ary act and deed, for the uses and purposes therein mentioned.
GIVEN under my hand and official seal this	day of
	Notary Public in and for the State of residing at Ty appointment expires
STATE OF WASHINGTON, County of Skamania ss.	ACKNOWLEDGMENT - Corporate
On this <u>7</u> day of <u>Hugust</u> , washington, duly commissioned and sworn, personally app	peared Charles D. Lautman
President and Secretary, re	espectively, of <u>CAM Development</u> ,
Inc. the corporation that executed the foregoing instrument act and deed of said corporation, for the uses and purposes there	t, and acknowledged the said instrument to be the free and voluntar in mentioned, and on oath stated that They
authorized to execute the said instrument and that the seal af	
Witness my hand and official seal hereto affixed the day	y and year first above written.
HINDERSENIE	
NOTARY OF THE PUBLIC OF THE PU	Notely Public in and for the State of Washington, residing at
WA-46A (11/96)	Ty appointment expires (0/17/2010)
• -	