

Assignment of Deed of Trust and Loan Documents

FOR VALUE RECEIVED, effective as of September 15, 2010, pursuant to and in accordance with that certain Loan Purchase and Sale Agreement dated September 15, 2010, between Assignor and Assignee (the "**Loan Purchase Agreement**"), PINDA BURK, LLC, an Oregon limited liability company ("**Assignor**") hereby grants, assigns and transfers to LIBERTY INTERNATIONAL, LLC, a Washington limited liability company ("**Assignee**"), all of Assignor's beneficial interest now owned or hereafter acquired in, to, and under that certain Commercial Deed of Trust and Assignment of Rents (Security Agreement and Fixture Filing) dated May 17, 2006 (the "**Deed of Trust**"), executed by Carson Mineral Hot Springs, LLC, a Washington limited liability company, as "Grantor", to Skamania Title Company, as "Trustee", for the benefit of Fairway Commercial Mortgage Corporation ("**Fairway**"), as "Beneficiary", recorded as Document No. 2006161628 in the Official Records of Skamania County, Washington; subsequently assigned to Assignor pursuant to that certain Loan Sale and Servicing Agreement dated August, 2006, between Fairway and Assignor, and encumbering real property and improvements located in Skamania County, Washington, as more particularly described as follows:

See Exhibit A attached hereto

TOGETHER with all right, title and interest of Assignor now or hereafter owned or accrued in and to the Loan Documents (as that term is defined in the Loan Purchase Agreement), including the Note ("**Note**") and the Loan Agreement ("**Loan Agreement**") described or referred to in the Deed of Trust, and all principal, interest and other indebtedness due or to come due under the Loan Documents. Notwithstanding anything to the contrary in the foregoing or elsewhere in this Assignment, Assignee shall not be entitled to any payments due under the Foreclosure Forbearance Agreement (as that term is defined in the Loan Purchase Agreement), all of which, including without limitation the payment due on August 31, 2010 under such agreement, shall be payable to Assignor, regardless of when or to whom such payment is actually made. If Assignee receives such payment, Assignee shall promptly remit same to Assignor.

Assignor and Assignee acknowledge and agree that this Assignment of Deed of Trust and Loan Documents (this "**Assignment**") is made subject to and in accordance with the terms and conditions of the Loan Purchase Agreement, including without limitation the representations, warranties and covenants of Assignor and Assignee set forth in Sections 7, 8, 9, and 10 of the Loan Purchase Agreement.

Assignee hereby accepts the foregoing grant, transfer, and assignment and assumes all duties and obligations of Assignor with respect to the Deed of Trust, the Note, the Loan Agreement, and the other Loan Documents for the period on and after the date of this Assignment.

EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES SPECIFICALLY MADE BY ASSIGNOR IN SECTION 7 OF THE LOAN PURCHASE AGREEMENT, THE LOAN AND THE LOAN DOCUMENTS ARE BEING ASSIGNED BY ASSIGNOR AND PURCHASED ASSIGNEE "AS IS", "WHERE IS", AND WITH ALL FAULTS, WITHOUT RECOURSE OR ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR

OTHERWISE, INCLUDING, WITHOUT ANY LIMITATION ANY REPRESENTATION THAT THE LOAN DOCUMENTS ARE ENFORCEABLE OR THAT THE COLLATERAL DESCRIBED IN THE LOAN DOCUMENTS MAY BE REALIZED UPON OR ADEQUATELY SECURES THE LOAN. ASSIGNEE ACKNOWLEDGES THAT ANY INFORMATION ("INFORMATION") THAT ASSIGNOR PROVIDES OR MAKES AVAILABLE TO ASSIGNEE, WHETHER WRITTEN OR ORAL, OR IN THE FORM OF APPRAISALS, MAPS, SURVEYS, PLATS, SOIL REPORTS, ENGINEERING STUDIES, ENVIRONMENTAL STUDIES, INSPECTION REPORTS, PLANS, SPECIFICATIONS, DUE DILIGENCE REPORTS, OR ANY OTHER INFORMATION PERTAINING TO THE LOAN, THE BORROWER, THE LOAN DOCUMENTS OR THE MORTGAGED PROPERTY, OR ANY AND ALL RECORDS, RENT ROLLS, LEASES AND OTHER DOCUMENTS PERTAINING TO THE USE AND OCCUPANCY OF THE MORTGAGED PROPERTY, INCOME OF THE MORTGAGED PROPERTY, THE COST AND EXPENSES OF MAINTAINING THE MORTGAGED PROPERTY, AND ANY AND ALL OTHER MATTERS CONCERNING THE CONDITION, SUITABILITY, INTEGRITY, MARKETABILITY, COMPLIANCE WITH LAW OR OTHER ATTRIBUTE OR ASPECT OF THE LOAN, THE BORROWER, THE LOAN DOCUMENTS OR THE MORTGAGED PROPERTY, EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES SPECIFICALLY MADE BY ASSIGNOR IN SECTION 7 OF THE LOAN PURCHASE AGREEMENT, IS FURNISHED TO ASSIGNEE SOLELY AS A COURTESY; AND ASSIGNOR GIVES NO REPRESENTATIONS OR WARRANTIES ABOUT, AND ASSUMES NO RESPONSIBILITY FOR, THE ACCURACY OR COMPLETENESS OF THE INFORMATION, AND ASSIGNEE IS NOT ENTITLED TO RELY ON ANY OF THE INFORMATION. EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES SPECIFICALLY MADE BY ASSIGNOR IN SECTION 7 OF THE LOAN PURCHASE AGREEMENT, NO PARTNER, OFFICER, EMPLOYEE OR AGENT OF ASSIGNOR HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE INFORMATION, THE LOAN, THE BORROWER, THE LOAN DOCUMENTS OR THE MORTGAGED PROPERTY, AND IF GIVEN, THESE REPRESENTATIONS OR WARRANTIES MAY NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY ASSIGNOR. THE RELIANCE BY ASSIGNEE UPON ANY INFORMATION SHALL NOT CREATE OR GIVE RISE TO ANY LIABILITY OF OR AGAINST ASSIGNOR, ASSIGNOR'S PARTNERS OR AFFILIATES OR ANY OF THEIR RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, PARTICIPANTS, EMPLOYEES, CONTRACTORS, CONSULTANTS, REPRESENTATIVES OR AGENTS, EXCEPT TO THE EXTENT OF THOSE REPRESENTATIONS AND WARRANTIES SPECIFICALLY MADE BY ASSIGNOR IN SECTION 7 OF THE LOAN PURCHASE AGREEMENT.

If either party shall default in the performance of any of the terms and conditions of this Assignment, the non-defaulting party shall be entitled to recover all costs, charges, and expenses of enforcing this Assignment including reasonable attorneys' fees, paralegal fees, and costs, including, but not limited to, attorneys' and paralegal fees incurred in any trial or appellate proceedings.

The terms and provisions of this Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of Washington, without regard to conflict of law principles.

To facilitate execution, this Assignment may be executed in as many counterparts as may be

convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than a single counterpart containing the respective signatures and acknowledgments of each of the parties hereto.

This assignment is absolute and is not being given for security purposes.


IN WITNESS WHEREOF, Assignor and Assignee have executed the foregoing Assignment as of the date set forth above.

ASSIGNOR:

PINDA BURK, LLC, an Oregon limited liability company

By: _____

Christine Pinda-Allen, Manager/Member

By: 

Matthew W. Burk, Member

ASSIGNEE:

LIBERTY INTERNATIONAL, LLC, a Washington limited liability company

By: _____

Pirfil Cam, its _____

STATE OF _____)

) ss:

County of _____)

This instrument was acknowledged before me on September __, 2010 by PIRFIL CAM as _____ of Liberty International, LLC, a Washington limited liability company, as his own act on behalf of such company.

Signature of notarial officer

My commission expires: _____

STATE OF OREGON)

) ss:

County of _____)

This instrument was acknowledged before me on September ___, 2010 by CHRISTINE PINDA-ALLEN as Manager/Member of Pinda Burk, LLC, an Oregon limited liability company, as her own act on behalf of such company.

Signature of notarial officer

My commission expires: _____

STATE OF OREGON)

) ss:

County of Washington)



This instrument was acknowledged before me on September 10 2010 by MATTHEW W. BURK as Member of Pinda Burk, LLC, an Oregon limited liability company, as his own act on behalf of such company.

Angela Henderson
Signature of notarial officer

My commission expires: 5-17-2011

convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than a single counterpart containing the respective signatures and acknowledgments of each of the parties hereto.

This assignment is absolute and is not being given for security purposes.

IN WITNESS WHEREOF, Assignor and Assignee have executed the foregoing Assignment as of the date set forth above.

ASSIGNOR:

PINDA BURK, LLC, an Oregon limited liability company

By: _____
Christine Pinda-Allen, Manager/Member

By: *Matthew W. Burk*
Matthew W. Burk, Member

ASSIGNEE:

LIBERTY INTERNATIONAL, LLC, a Washington limited liability company

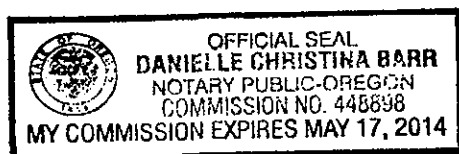
By: *Pirfil Cam*
Pirfil Cam, its *manager*

STATE OF *Oregon*
) ss:
County of *Clackamas*

This instrument was acknowledged before me on September *14*, 2010 by PIRFIL CAM as *manager* of Liberty International, LLC, a Washington limited liability company, as his own act on behalf of such company.

[Signature]
Signature of notarial officer

My commission expires: *May 17, 2014*



The terms and provisions of this Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of Washington, without regard to conflict of law principles.


To facilitate execution, this Assignment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than a single counterpart containing the respective signatures and acknowledgments of each of the parties hereto.

This assignment is absolute and is not being given for security purposes.

IN WITNESS WHEREOF, Assignor and Assignee have executed the foregoing Assignment as of the date set forth above.

ASSIGNOR:

PINDA BURK, LLC, an Oregon limited liability company

By: 
Christine Pinda-Allen, Manager/Member

ASSIGNEE:

LIBERTY INTERNATIONAL, LLC, a Washington limited liability company

By: _____
Name: Pirfil Cam
Title: _____

By: _____
Matthew W. Burk, Member

STATE OF _____)

) ss:

County of _____)

This instrument was acknowledged before me on September __, 2010 by PIRFIL CAM as _____ of Liberty International, LLC, a Washington limited liability company, as his own act on behalf of such company.

Signature of notarial officer
My commission expires: _____

STATE OF OREGON)
) ss:
 County of Multnomah)

This instrument was acknowledged before me on September 10, 2010 by CHRISTINE PINDA-ALLEN as Manager/Member of Pinda Burk, LLC, an Oregon limited liability company, as her own act on behalf of such company.



Les M Hays
 Signature of notarial officer
 My commission expires: 3-2-2012

~~STATE OF OREGON)
) ss:
 County of _____)~~

~~This instrument was acknowledged before me on September __, 2010 by MATTHEW W. BURK as Member of Pinda Burk, LLC, an Oregon limited liability company, as his own act on behalf of such company.~~

~~_____
 Signature of notarial officer
 My commission expires: _____~~

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 Shipherd 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.