

WHEN RECORDED RETURN TO:

Grace International Churches & Ministries, Inc.
40 FM 1960 W., PMB#391
Houston, TX 77090

SK

**SHORT FORM
DEED OF TRUST**

(For Use in the State of Washington Only)

*02-05-33-0-0-3300-00
See 33 T2N, R5E page 5*

THIS DEED OF TRUST made this 13th day of November, 2010 between GRACE INTERNATIONAL CHURCHES AND MINISTRIES, INC., a California not for profit corporation.

whose address is

GRANTOR

40 FM 1960 W., PMB#391, Houston, Texas 77090

CHICAGO TITLE INSURANCE COMPANY, a corporation, TRUSTEE, whose address is 4717 SOUTH 19TH, SUITE 109, TACOMA, WASHINGTON 98405

and

Eleanor K. Hanna

whose address is

BENEFICIARY

5246 Apple Blossom, Friendswood, Texas 77546

Grantor hereby irrevocably grants, bargains, sells, and conveys to Trustee in trust, with power of sale, the following described property in Skamania County, Washington:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF AS IF FULLY INCORPORATED HEREIN.

SUBJECT TO: THE ATTACHED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF AS IF FULLY INCORPORATED HEREIN.

Tax Account Number: 02-05-33-0-0-3300 00

TOGETHER WITH all the tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Form Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor incorporated by reference or contained herein and payment of the sum of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor; all renewals, modifications or extensions herewith, payable to Beneficiary or order and made by Grantor; all renewals, modifications or extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

By executing and delivering this Deed of Trust and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 35 inclusive of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Grantor hereby makes said covenants and agrees to fully perform all of said provisions. The Master Form Deed of Trust above referred to was recorded on the twenty-fifth (25th) day of July, 1968, in the Official Records of the offices of the County Auditors of the following county in Washington in the book and at the page designated, to wit:

COUNTY	BOOK OR VOLUME	PAGE NO.	AUDITOR'S FILE NO.
Skamania	47 of Mtgs.	41-44	70197

A copy of such Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantor acknowledges receipt of such Master Form Deed of Trust.

The undersigned Grantor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

WITNESS the hand and seal of the Grantor on the day and year first above written.

GRACE INTERNATIONAL CHURCHES & MINISTRIES, INC.

By: [Signature]
 Name: Lee S. Johnson
 Title: Secretary & Executive Administrator

By: [Signature]
 Name: Pam Rex
 Title: CEO

THE STATE OF TEXAS §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14 day of November, 2010,
 by Lee S Johnson, Secretary of
 Grace International Churches & Ministries, Inc. as the act and deed of said corporation.

[Signature]
 Notary Public in and for the
 State of Texas

THE STATE OF TEXAS §
 COUNTY OF HARRIS §



This instrument was acknowledged before me on the 14 day of November, 2010,
 by Pam Rex, CEO of
 Grace International Churches & Ministries, Inc. as the act and deed of said corporation.

[Signature]
 Notary Public in and for the
 State of Texas



REQUEST FOR FULL RECONVEYANCE

DO NOT RECORD. TO BE USED ONLY WHEN NOTE HAS BEEN PAID

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the herewith Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated: _____

EXHIBIT "A"

Real property situated in Skamania County, State of Washington, to-wit:

That portion of the Northwest Quarter of the Southwest Quarter of Section 33 in Township 2 North, Range 5 East of the Willamette Meridian bounded as follows:

Beginning at a point on the southerly edge of the County Road which is 200 feet Easterly along the line of said County Road from said road's point of intersection with the Westerly line of said Section 33; thence from said point Easterly along the Southerly edge of the said County Road a distance of 200 feet; thence due South to the Northerly meander line of the Washougal River; thence Westerly along the said meander line to a point due South of the point of beginning; thence due North to the point of beginning.

Unofficial Copy

EXHIBIT B

THE FOLLOWING MODIFICATIONS TO THE MASTER FORM DEED OF TRUST ARE HEREBY INCORPORATED:

(1) NEW SUBSECTION 1(e):

THE FOLLOWING NEW SUBSECTION 1(e) IS HEREBY ADDED: "(e) ALL INVENTORY, EQUIPMENT, GOODS SUPPLIES AND MATERIALS NOW OR HEREAFTER OWNED BY GRANTOR AND LOCATED AT OR ON OR USED IN CONNECTION WITH THE PROPERTY, AND ALL PRESENT AND FUTURE ACCOUNTS, GENERAL INTANGIBLES, CHATTEL PAPER, DOCUMENTS, INSTRUMENTS, DEPOSITS ACCOUNTS, MONEY, CONTRACT RIGHTS, INSURANCE POLICIES AND ALL PROCEEDS, PRODUCTS, SUBSTITUTIONS AND ACCESSIONS THEREFOR AND THERETO. THIS DEED OF TRUST IS INTENDED TO CONSTITUTE A SECURITY AGREEMENT UNDER THE UNIFORM COMMERCIAL CODE OF WASHINGTON, AND A UCC-2 FIXTURE FILING."

(2) SECTION 5:

THIS SECTION IS AMENDED TO PROVIDE THAT THE AMOUNT OF LATE CHARGE SHALL BE FIVE CENTS (\$0.05) PER DOLLAR, BUT IF ANY DIFFERENT AMOUNT IS PROVIDED IN THE PROMISSORY NOTE, THE AMOUNT IN THE PROMISSORY NOTE SHALL CONTROL.

(3) SECTION 25:

SUBSECTION 25(c) IS AMENDED TO READ: "(c) THE PROPERTY IS SOLD OR TRANSFERRED WITHOUT THE HOLDER'S CONSENT." THE FOLLOWING NEW SUBSECTION 25(e) IS ALSO ADDED: "OR (e) IN ONE OR MORE TRANSACTIONS, FIFTY PERCENT (50%) OR MORE OF THE STOCK, OWNERSHIP, OR PARTNERSHIP INTERESTS IN, OR THE RIGHT TO CONTROL, THE GRANTOR IS SOLD OR TRANSFERRED WITHOUT THE HOLDER'S CONSENT."