

When recorded return to:

Robert W. Donaldson, Esq.
BLACK HELTERLINE LLP
805 S.W. Broadway, Suite 1900
Portland, OR 97205-3359

DEED OF TRUST

THIS DEED OF TRUST, made this 3rd day of May, 2011 between **CARSON MINERAL HOT SPRINGS, LLC**, a Washington limited liability company, f/k/a, **Carson Mineral Hot Springs, L.L.C.**, a Washington limited liability company, as GRANTOR, whose address is P.O. Box 1169, Carson, WA 98610, and **SKAMANIA COUNTY TITLE COMPANY**, as TRUSTEE, whose address is P.O. Box 277, Stevenson, WA 98648, and **BLACK HELTERLINE LLP**, as BENEFICIARY, whose address is 805 S.W. Broadway, Suite 1900, Portland, OR 97205.

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

Abbreviated Legal: S21, T3N, R8E; SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR COMPLETE LEGAL DESCRIPTION.

Tax Parcel Number(s): 03-08-21-0-0-0200-00; 03-08-21-0-0-0200-04; 03-08-21-0-0-0200-06; 03-08-21-0-0-0202-00; 92-00246; 03-08-21-0-0-0301-00; 03-08-21-0-0-0301-04; 03-08-21-0-0-0500-00; 03-08-21-0-0-0500-04; 03-08-21-3-0-2500-00; 03-08-21-3-0-2500-04

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor contained in this Deed of Trust, and payment of the sum of Ninety-One Thousand Six Hundred Fifty-Five and 75/100 Dollars (\$91,655.75) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of Grantor' successors or assigns, together with interest thereon at such rate as shall be agreed upon.


DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on May 30, 2011.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.
7. DUE ON SALE: The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

Grantor's Initials:



Geoff Lee, as attorney-in-fact for Grantor

8. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
9. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
10. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
11. Upon default by Grantor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary subject to any cure period provided in the note secured by this Deed of Trust. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantor had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

14. In the event of the death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

16. ADDITIONAL TERMS AND CONDITIONS: None.

**CARSON MINERAL HOT SPRINGS, LLC, a
Washington limited liability Company**

By: Jong H. Park
Jong H. Park, Its Manager

By: Geoff Lee
Geoff Lee, as attorney-in-fact

STATE OF OREGON/ County of Multnomah) ss.

On this 3rd day of May, 2011, before me personally appeared Geoff Lee, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within and foregoing instrument as the attorney in fact of Jong H. Park, Manager of Carson Mineral Hot Springs, LLC, and acknowledged that he subscribed the name of Jong H. Park, Manager of Carson Mineral Hot Springs, LLC, thereto as principal, and his own name as attorney in fact.



Christine M. Sanchagrin
Notary Public - State of Oregon

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.

EXHIBIT "B"

SPECIAL POWER OF ATTORNEY

I, JONG H. PARK, as Manager of Carson Mineral Hot Springs, LLC, a Washington limited liability company (the "LLC") hereby make, constitute and appoint GEOFF LEE my true and lawful Attorney, for me and in my name, place and stead, to negotiate, execute, acknowledge and deliver any and all documents, instruments, agreements and certificates, except as restricted below, and to take any and all other actions required, necessary or appropriate, in my Attorney's discretion, for the purpose of acting on my behalf as Manager of the LLC.

I hereby give and grant to my Attorney full power and authority to do and perform each and every act and thing as I might do or could do if personally present at the doing thereof, with full power of substitution and revocation, hereby ratifying and confirming all that my Attorney or my Attorney's substitute shall lawfully do or cause to be done by virtue hereof, including, but not limited to, serving as the LLC's registered agent entering into any business contract on behalf of the LLC in an amount up to \$100,000 without further approval of the LLC's Manager or Members. However, my Attorney shall have no authority to transfer ownership of any real property owned by the LLC.

This special power of attorney may be revoked by me by recordation in accordance with ORS 93.670(2). This special power of attorney shall automatically terminate and be deemed revoked without any act or notice by me, and without recordation of any instrument, on December 31, 2012. No revocation or termination shall affect the validity of any prior act of my Attorney.

EXECUTED this 8th day of November, 2007.

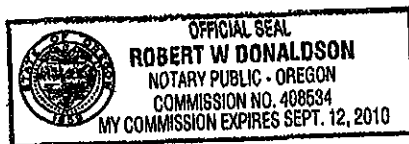

Jong H. Park, Manager of
Carson Mineral Hot Springs, LLC


STATE OF OREGON)

) ss.

County of Multnomah)

Personally appeared before me this 8th day of November, 2007, Jong H. Park who, as the Manager of Carson Mineral Hot Springs, LLC, acknowledged the foregoing instrument as his voluntary act and deed.




Notary Public for Oregon
My commission expires 9/12/2010