

RECORDING REQUESTED BY ~~XXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~:

Buchalter, Nemer, Fields & Younger
601 South Figueroa Street, Suite 2400
Los Angeles, California 90017

Attention: Kathryn J. Romano

AMENDMENT TO MORTGAGE

This AMENDMENT TO MORTGAGE ("Amendment") is made and entered into as of this 5th day of June, 1995, by and between GREYHOUND LINES, INC., a Delaware corporation ("Mortgagor") and FOOTHILL CAPITAL CORPORATION, a California corporation ("Mortgagee") with reference to the following facts.

W I T N E S S E T H

WHEREAS, on or about October 13, 1994, Mortgagor and Mortgagee entered into that certain Amended and Restated Loan and Security Agreement, amended by that certain Amendment Number One to Amended and Restated Loan and Security Agreement (as amended, the "Loan Agreement") whereby Mortgagee agreed to make a loan to Mortgagor in the amounts and on the terms specified therein (the "Loan"); and

WHEREAS, the Loan is secured by that certain Mortgage described on Exhibit "B" attached hereto and incorporated hereby ("Mortgage"), which such Mortgage encumbers the property described on Exhibit "A" attached hereto and incorporated hereby; and

WHEREAS, Mortgagee is the current mortgagee under the Mortgage; and

WHEREAS, Mortgagor and Mortgagee are concurrently herewith amending and restating the Loan Agreement by means of that certain Second Amended and Restated Loan And Security Agreement; and

WHEREAS, the parties desire to amend the Mortgage on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Mortgage is hereby amended as follows:

Rst

CHICAGO TITLE INSURANCE CO.

RETURN DOCUMENT TO:

LORETTA KARP

108 171 N CLARK ST • CHICAGO IL 60601

0327KJR
FOOTHILL-GREYHOUND/F6384-0701

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154537

35' OK

1. The Mortgage shall secure: (a) the payment and performance of all indebtedness and obligations of Mortgagor arising under the Mortgage, and (b) payment of money advanced by Mortgagee to Mortgagor, or its successors, with interest thereon, evidenced by notes executed subsequent to the date hereof (indicating that they are so secured) executed by Mortgagor or its successor, and (c) the payment and performance of all indebtedness and obligations of Mortgagor arising under that certain Second Amended and Restated Loan and Security Agreement dated concurrently herewith (the "Loan Agreement") including, without limitation, those contained in Section 11 therein and all amendments, restatements, modifications, extensions and/or renewals thereof.

2. Mortgagor hereby reaffirms all of the terms, promises, covenants, warranties, representations and agreements contained in the Mortgage as modified by this Amendment.

3. Except as expressly modified in this Amendment, all of the terms, promises, covenants, warranties, representations and agreements contained in the Mortgage are, and shall remain, in full force and effect.

MORTGAGEE:

Signed, sealed, attested
to, sworn to, and
delivered in the presence
of:

FOOTHILL CAPITAL CORPORATION,
a California corporation

Amy Flaskerud
Witness AMY FLASKERUD

Bernice Smith
Witness BERNICE SMITH

By Kent Dahl

Name: KENT W. DAHL

Title: SUPPLEMENTARY

By

Lisa M. Gonzales

Name: LISA M. GONZALES

Title: ASSIST. VICE PRESIDENT

(Seal)

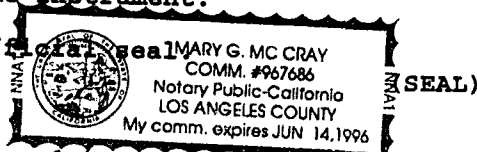
State of California

County of Los Angeles

)
) SS.
)

On June 6, 1995, before me, the undersigned, a notary public in and for said State, personally appeared Kent Dahl and Lisa M. Gonzales, personally known to me (or proved to me on the basis of satisfactory evidence) to be person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official



Signature: Mary G. McCray

NOTARY PUBLIC

SWORN TO and subscribed
before me this 6th day of
June, 1995.

Signed, sealed, attested to, sworn
to, and delivered in the presence
of:

Kathryn Romand

Witness

KATHRYN ROMAND

MORTGAGOR:

Signed, sealed, attested
to, sworn to, and
delivered in the presence
of:

GREYHOUND LINES, INC., a Delaware
corporation

William C. Hickey
Witness

Shirley Ching
Witness

By Steven L. Korby
Name: Stephen L. Korby
Title: Executive Vice President

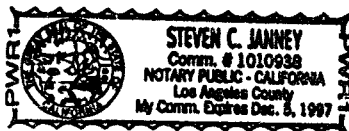
By Mark E. Southerst
Name: Mark E. Southerst
Title: Secretary

(Seal)

State of California)
County of Los Angeles) SS.

On June 5, 1995 before me, the undersigned,
a notary public in and for said State, personally appeared
Stephen L. Korby and Mark E. Southerst, personally known to me
(or proved to me on the basis of satisfactory evidence) to be
person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.



(SEAL)

Signature: [Signature]
NOTARY PUBLIC

SWORN TO and subscribed
before me this 5 day of
June, 1995.

Signed, sealed, attested to, sworn
to, and delivered in the presence
of:

[Signature]
Witness

EXHIBIT A
Site 108
Klamath Co, OR

Lots 1, 17, 18 and 19 in Block 4 of Canal Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clark, Klamath County, Oregon, SAVING AND EXCEPTING the following described parcel: Beginning at the Northeasterly corner of Lot 17, Block 4, Canal Addition to the City of Klamath Falls, Oregon; thence South 52°51' West along the Southeasterly line of Klamath Avenue, a distance of 10.0 feet; thence South 63°34½' East 8.89 feet to a point on the Westerly line of Commercial Street, thence North along the Westerly line of Commercial Street, a distance of 10.0 feet to the point of beginning.

EXHIBIT "B"

Klamath Falls, Klamath County, Oregon [Site No. 108]

- a. FIRST RENEWAL, EXTENSION AND MODIFICATION OF LINE OF CREDIT MORTGAGE (DEED OF TRUST), SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF LEASES AND RENTS, recorded November 6, 1991, Volume M91, Page 23307, Mortgage Records, Klamath County, Oregon.
- b. The above described instrument was assigned by means of that certain instrument recorded on January 13, 1994, Instrument No. 74457, Volume M94, Page 1392 and modified on January 13, 1994, Instrument No. 74458, Volume M94, Page 1421 in the Official Records of the County mentioned above.
- c. ASSIGNMENT (OF MORTGAGES) AND AMENDMENT THERETO, recorded on October 31, 1994, as Instrument No. 90424, Volume 94, Page 33733 in the Official Records of the County mentioned above.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Chicago Title the 19th day
of June A.D., 19 95 at 1:06 o'clock P M., and duly recorded in Vol. M95,
of Mortgages on Page 15964.

FEE \$35.00

By Bernetha G. Letsch County Clerk
[Signature]