

RETURN DOCUMENT TO:  
Chicago Title, 171 N. Clark St.  
Attn: Loretta Karp  
Chicago, IL 60601

RECORDING REQUESTED BY ~~FOOTHILL CAPITAL CORPORATION~~

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

Attention: Shaun Clark, Esq.

SECOND AMENDMENT TO  
DEED OF TRUST, ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING

This SECOND AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Amendment") is made and entered into as of this 11<sup>th</sup> day of May, 1997, by and between GREYHOUND LINES, INC., a Delaware corporation ("Trustor") and FOOTHILL CAPITAL CORPORATION, a California corporation, having an office at 11111 Santa Monica Boulevard, Suite 1500, Los Angeles, California 90025-3333, as agent ("Agent": Agent and any successor agent pursuant to the terms of the Loan Agreement, as defined below, are hereinafter referred to as "Beneficiary") for itself and the other financial institutions ("Lenders") listed on the signature page of that certain Third Amended and Restated Loan and Security Agreement ("Loan Agreement") being entered into contemporaneously herewith between Trustor, Agent and Lenders as amended, restated, replaced, supplemented or otherwise modified from time to time, with reference to the following facts.

W I T N E S S E T H

WHEREAS, on or about October 13, 1994, Trustor and Beneficiary 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") which such Loan Agreement was amended and restated by means of that certain Second Amended and Restated Loan And Security Agreement dated as of June 5, 1995, as amended by that certain Amendment Number One to Second Amended and Restated Loan and Security Agreement dated April 12, 1996, that certain Amendment Number Two to Second Amended and Restated Loan and Security Agreement dated December 20, 1996, that certain Amendment Number Three to Second Amended and Restated Loan and Security Agreement dated March 20, 1997, and that certain Amendment Number Four to

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eb.  
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Second Amended and Restated Loan and Security Agreement dated April 25, 1997 (as amended, the "Second Loan Agreement") whereby Lenders agreed to make a loan to Trustor in the amounts and on the terms specified therein (the "Loan"); and

WHEREAS, the Loan is secured by, inter alia, that certain Deed of Trust described on Exhibit "A" attached hereto and incorporated hereby, as amended by means of those certain instrument(s) described on Exhibit "A" (as amended, the "Deed of Trust"), which such Deed of Trust encumbers the property described on Exhibit "B" attached hereto and incorporated hereby; and

WHEREAS, Trustor and Lenders are concurrently herewith entering into that certain Third Amended and Restated Loan and Security Agreement ("Third Loan Agreement"), which such agreement amends and restates the Second Loan Agreement; and

WHEREAS, the parties desire to amend the Deed of Trust and the Assignment, on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Deed of Trust and the Assignment are hereby amended as follows:

1. The defined term Beneficiary in the Deed of Trust shall hereafter mean: "FOOTHILL CAPITAL CORPORATION, a California corporation, as agent ("Agent": Agent and any successor agent pursuant to the terms of the Loan Agreement, for itself and the other financial institutions ("Lenders") listed on the signature page of the Loan Agreement), as amended, restated, replaced, supplemented or otherwise modified from time to time."

2. The terms "Amended and Restated Loan and Security Agreement" and "Loan Agreement" in the Deed of Trust and in the Assignment shall hereafter refer to the Third Loan Agreement, together with all amendments, restatements, modifications, extensions and/or renewals thereof.

3. If any provision contained in the Deed of Trust or Assignment directly contradicts a provision in the Loan Agreement, the provision in the Loan Agreement shall govern. If any provision contained in the Deed of Trust or Assignment does not exist in the Loan Agreement or if such provision could be read to supplement or add to the provisions in the Loan Agreement, then such provisions shall not be deemed to directly contradict a provision with the Loan Agreement.

4. Trustor hereby reaffirms all of the terms, promises, covenants, warranties, representations and agreements contained in the Deed of Trust and the Assignment as modified by this Amendment.

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

"Trustor"

GREYHOUND LINES, INC.,  
a Delaware corporation

By: Steven L. Kirby  
Print Name: Steven L. Kirby  
Its: EMP

"Beneficiary"

FOOTHILL CAPITAL CORPORATION,  
a California corporation, for itself  
and as agent for the other financial  
institutions signatory to the Loan  
Agreement

By: Thomas S. Sauer  
Print Name: Thomas Sauer  
Its: VP

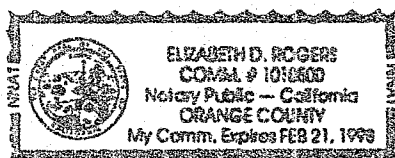
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State of California )  
County of Los Angeles ) SS.

On May 22, 1997 before me, the undersigned, a notary public in and for said State, personally appeared Steven L. Vorby, 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 as (his/her/their free act and deed.

WITNESS my hand and official seal.

(SEAL)



Signature: \_\_\_\_\_

*Elizabeth D. Rogers*  
NOTARY PUBLIC

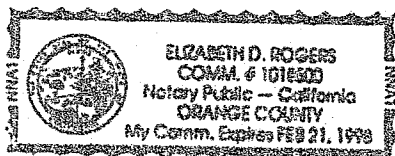
ELIZABETH D. ROGERS

State of California )  
County of Los Angeles ) SS.

On May 22, 1997, before me, the undersigned, a notary public in and for said State, personally appeared Thomas Sigurdson and \_\_\_\_\_, 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: \_\_\_\_\_

*Elizabeth D. Rogers*  
NOTARY PUBLIC

ELIZABETH D. ROGERS

EXHIBIT "A"

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.
- d. AMENDMENT TO MORTGAGE [sic], dated as of June 5, 1995, recorded on June 19, 1995, Volume M95, Page 15964, in the official records of Klamath County, Oregon.



EXHIBIT B  
 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 Clerk, 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.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Chicago Title the 11th day  
 of June A.D., 19 97 at 1:55 o'clock P. M., and duly recorded in Vol. M97  
 of Mortgages on Page 17907

FEE \$40.00

By Bernetha G. Letsch, County Clerk  
Kathleen Ren