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2011-011937
Klamath County, Oregon



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Chicago, Illinois 60603
(312) 201-4000

**FIRST AMENDMENT TO LEASEHOLD DEED OF TRUST,
ASSIGNMENT OF RENTS AND SECURITY AGREEMENT
AND ASSIGNMENT OF LEASES AND RENTS
(Klamath County, Oregon)**

PLUM RIDGE CARE COMMUNITY, LLC,
an Oregon limited liability company,
Grantor

FIRST AMERICAN TITLE INSURANCE COMPANY,
Trustee

U.S. BANK NATIONAL ASSOCIATION,
a national banking association, solely in its capacity as
Grantor Trust Trustee of Marathon Real Estate CDO 2006-1 Grantor Trust, Series XX
Lender

The maturity date of the Loan Agreement (as hereinafter defined) and the promissory note secured by this Leasehold Deed of Trust is August 11, 2015.

The maximum principal amount to be advanced pursuant to the Loan Agreement and promissory note secured by this Leasehold Deed of Trust is \$4,600,000.00.

Tax Account Number(s) of Trust Property: R752064 and P889734

Reference numbers:
2007-013029
2007-013030

**FIRST AMENDMENT TO LEASEHOLD DEED OF TRUST, ASSIGNMENT
OF RENTS AND SECURITY AGREEMENT AND
ASSIGNMENT OF LEASES AND RENTS
(Klamath County, Oregon)**

THIS FIRST AMENDMENT TO LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS ("**First Amendment**"), is made as of August 11, 2011 by and between PLUM RIDGE CARE COMMUNITY, LLC, an Oregon limited liability company ("**Grantor**"), and U.S. BANK NATIONAL ASSOCIATION (successor to Bank of America, National Association (successor by merger to LaSalle Bank National Association)) ("**U.S. Bank**"), not in its individual capacity but solely in its capacity as Grantor Trust Trustee (in such capacity, the "**Grantor Trust Trustee**") of Marathon Real Estate CDO 2006-1 Grantor Trust, Series XX ("**Lender**").

RECITALS

A. Pursuant to the terms of a certain Loan Agreement dated as of July 19, 2007 (said Loan Agreement, together with all amendments, supplements, modifications and replacements thereof, being hereinafter referred to as the "**Loan Agreement**") by and between Marathon Structured Finance Fund L.P., a Delaware limited partnership ("**Original Lender**") and Grantor, Original Lender made a loan to Grantor in an aggregate principal amount not to exceed \$4,600,000.00 (the "**Loan**"). The Loan is secured by: (i) a certain Leasehold Deed of Trust, Assignment of Rents and Security Agreement dated as of July 19, 2007 made by Grantor in favor of First American Title Insurance Company and Original Lender, and recorded in Klamath County, Oregon on July 23, 2007 as Document Number 2007-013029 (the "**Leasehold Deed of Trust**"); and (ii) a certain Assignment of Leases and Rents dated as of July 17, 2007 made by Grantor in favor of Original Lender and recorded in Klamath County, Oregon on July 23, 2007 as Document Number 2007-013030 (the "**Assignment**"). A legal description of the real estate encumbered by the Leasehold Deed of Trust and the Assignment is attached hereto as **Exhibit A**.

B. Original Lender assigned its interest in the Leasehold Deed of Trust and the Assignment to LaSalle Bank National Association ("**LaSalle**"), a national banking association, in its capacity as the trustee for Marathon Real Estate CDO 2006-1 Grantor Trust, Series XX pursuant to that certain Assignment of Leasehold Deed of Trust, Assignment of Leases and Rents and Security Agreement dated as of November 28, 2007 and recorded in Klamath County, Oregon on December 11, 2007 as Document Number 2007-020734 and that certain Assignment of Assignment of Leases and Rents dated as of November 28, 2007 and recorded in Klamath County, Oregon on December 11, 2007 as Document Number 2007-020735.

C. U.S. Bank is successor trustee to Bank of America, N.A., which is the successor by merger to LaSalle, and is the current Grantor Trust Trustee of Marathon Real Estate CDO 2006-1 Grantor Trust, Series XX.

D. Lender and Grantor have agreed to amend the Loan Agreement pursuant to that certain First Loan Modification Agreement dated as of the date hereof (the "**First Loan Modification Agreement**"). Pursuant to the First Loan Modification Agreement, Lender and Grantor have agreed to, among other things, extend the final maturity date of the Loan to August 11, 2015.

E. The Loan was originally evidenced by that certain Promissory Note dated July 19, 2007 made by Borrower in favor of Original Lender, which was amended and restated by that certain Amended and Restated Promissory Note dated November 11, 2007 made by Borrower in favor of Original Lender, as amended by that certain Note Allonge dated as of November 30, 2007 made by Original Lender in favor of Lender (the "**Existing Note**"). Concurrently herewith, Grantor is making and delivering to Lender that certain Second Amended and Restated Promissory Note dated as of the date hereof in the original principal amount of \$4,211,769.90 (the "**Amended Note**"), which amends, restates and replaces the Existing Note and further evidences the Loan.

F. The parties hereto now desire to amend the Leasehold Deed of Trust and the Assignment to give record notice of the extension of the final maturity date and of the fact that the Loan Agreement has been amended by the First Loan Modification Agreement and the other matters described herein.

AGREEMENTS

1. **Incorporation of Recitals; Definitions.** The Recitals hereto are hereby incorporated by reference into the Leasehold Deed of Trust and the Assignment. Terms appearing as defined terms and not otherwise expressly defined herein or in the Leasehold Deed of Trust or the Assignment shall have the respective meanings given them in the Loan Agreement, as amended by the First Loan Modification Agreement.

2. **Correction to Recitals.** Recital A of the Leasehold Deed of Trust shall be amended to provide that the principal amount of the Note referenced therein is "\$4,600,000.00".

3. **Extension of Maturity Date:** The Leasehold Deed of Trust and the Assignment are amended to provide that the Loan is modified as provided in First Loan Modification Agreement and any other documents or instruments executed in connection therewith (this First Amendment, the Amended Note, the First Loan Modification Agreement and such other documents and instruments being hereinafter collectively referred to as the "**Loan Modification Agreements**" and are included in the definition of "**Loan Documents**"), including without limitation the extension of the final maturity date of the Loan to August 11, 2015.

4. **Notices.** The addresses listed in Section 14.1 of the Leasehold Deed of Trust shall be deleted and replaced with the following addresses:

Grantor:

Plum Ridge Care Community, LLC
c/o Willamette Property Holdings, LLC
2985 River Road S., Suite 6
Salem, Oregon 97302
Attention: Jason Muth

With a copy to:

John Stewart
Stewart Sokol & Gray
2300 SW First Avenue, Suite 200
Portland, Oregon 97201-5047

Lender:

Marathon Real Estate CDO 2006-1 Grantor Trust, Series XX
c/o Marathon Asset Management, L.P.
One Bryant Park, 38th Floor
New York, New York 10036
Attention: Craig H. Thaler

With a copy to:

GOLDBERG KOHN LTD.
55 East Monroe Street
Suite 3300
Chicago, Illinois 60603
Attention: Gary Ruben

5. Other Amendments. References in the Leasehold Deed of Trust and Assignment to the Loan Agreement shall mean the Loan Agreement, as amended by the First Loan Modification Agreement. References to the Note in the Leasehold Deed of Trust and Assignment shall mean the Amended Note. References in the Leasehold Deed of Trust and the Assignment to the Loan shall mean the Loan, as modified by the Loan Modification Agreements. References in the Leasehold Deed of Trust and the Assignment to any other instrument shall mean such instrument as amended (or amended and restated, as the case may be) by the Loan Modification Agreements, as applicable. References in the Leasehold Deed of Trust and the Assignment to the Loan Agreement or other Loan Documents for defined terms therein shall mean such defined terms as amended by the Loan Modification Documents.

6. Continuation of Liens. Nothing contained in this First Amendment or any of the other Loan Modification Agreements shall be construed to disturb, discharge,

cancel, impair or extinguish the Secured Obligations existing prior to the execution and delivery of the Loan Modification Agreements and evidenced by the Loan Agreement and secured by the Leasehold Deed of Trust or the Assignment or the other Loan Documents, or waive, release, impair, or affect the lien of the Leasehold Deed of Trust or the Assignment or the other Loan Documents or the validity or priority thereof.

7. Amendments Controlling. The Loan Modification Agreements and the rest of the Loan Documents are intended to be interpreted in a manner which renders their respective terms and provisions consistent with one another; however, in the event of an inconsistency between the Loan Modification Agreements and the rest of the Loan Documents which cannot reasonably be reconciled, the Loan Modification Agreements are intended to control. The provisions of the Loan Documents are in full force and effect except as amended hereby and by the other Loan Modification Agreements, and the Loan Documents as so amended are ratified and confirmed hereby by Grantor and Lender.

8. Miscellaneous.

(a) If any provision hereof should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and in no way affect the validity of this First Amendment, except that if such provision relates to the payment of any monetary sum, then Lender may, at its option, declare the indebtedness evidenced and secured by the Leasehold Deed of Trust or the Assignment, each as amended by this First Amendment, immediately due and payable. The foregoing notwithstanding, if it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this First Amendment or the other Loan Modification Agreements, the original terms of the Loan Documents shall be severable from this First Amendment and separately enforceable in accordance with the original terms, and the Lender shall maintain all legal or equitable priorities which were in existence before the execution of this First Amendment and other Loan Modification Agreements. It is understood by, and is the intention of, the parties hereto that any legal or equitable priorities of the Lender over any party which were in existence before the execution of this First Amendment and the other Loan Modification Agreements shall remain in effect after the execution of this First Amendment.

(b) The provisions hereof shall be binding upon Lender and Grantor and their respective heirs, devisees, representatives, successors and assigns, including successors in interest of Grantor in and to all or any part of the Property, subject to restrictions on transfer and assignment contained in the Loan Documents, as amended (or amended and restated, as applicable) by the Loan Modification Agreements, and shall inure to the benefit of Lender and its successors and assigns.

(c) This First Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had executed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

9. The execution and delivery hereof have been duly authorized by the Grantor and such execution and delivery shall cause Grantor to be bound hereby.

10. Notwithstanding anything to the contrary herein, it is understood and agreed that this First Amendment has been executed by U.S. Bank National Association ("U.S. Bank"), not in its individual capacity, but solely as Trustee (the "Trustee") of the Marathon Real Estate CDO 2006-1 Grantor Trust, Series XX (the "Trust") under the Series Trust Agreement, dated as of December 14, 2010 and the Master Trust Agreement, dated as of May 18, 2006, between Marathon Real Estate CDO 2006-1, Ltd. and the Trustee and (i) each undertaking, agreement, covenant, representation and warranty contained herein by Lender is not made and intended as a personal undertaking, agreement, covenant, representation or warranty of U.S. Bank, but is made and intended solely for the purpose of binding only the Trust (and recourse to the Trust shall be limited to the property of the Trust) and (ii) in no circumstances shall U.S. Bank be personally liable for the payment of any amounts hereunder or be liable for any breach or failure to perform any undertaking, agreement, covenant, representation or warranty hereunder. So long as the Trustee is the Lender, the Loan Agreement and the other Loan Documents (as amended or amended and restated by the Loan Modification Agreements) shall be deemed to be amended to include the foregoing sentence, mutatis mutandis, as if set forth in full therein.

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IN WITNESS WHEREOF, the undersigned have executed this instrument on the date above written.

GRANTOR:

PLUM RIDGE CARE COMMUNITY, LLC, an Oregon limited liability company

By: Willamette Property Holdings, LLC, an Oregon limited liability company, its Sole Member

By: 

Name: Michael A. Grassmuck

Its: Manager

ACKNOWLEDGMENT

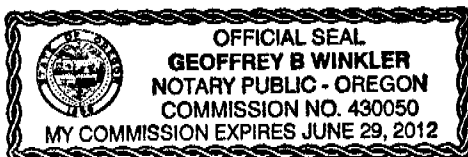
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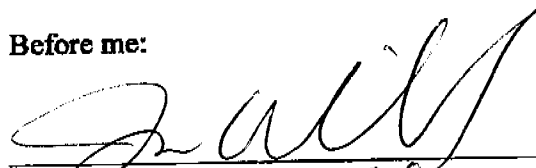
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COUNTY OF)

On this 28th day of September, 2011, personally appeared Michael Grassmuck who being duly sworn did say that he/she is the Manager of WILLAMETTE PROPERTY HOLDINGS, LLC, an Oregon limited liability company, the sole member of PLUM RIDGE CARE COMMUNITY, LLC an Oregon limited liability company and that said instrument was signed on behalf of said limited liability companies by authority of its members; and he/she acknowledged said instrument to be the voluntary act and deed of said limited liability company.

Before me:




Notary Public for the State of Oregon

U.S. BANK NATIONAL ASSOCIATION

By: Adam Jacobs
Name: Adam Jacobs
Its: Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Before me:

"OFFICIAL SEAL"
CHRISTOPHER J NUXOLL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES APR. 15, 2014

EXHIBIT A

Legal Description

Real property in the City of Klamath Falls, County of Klamath, State of Oregon, described as follows:

PARCEL I:

A TRACT OF LAND SITUATED IN THE SW ¼ OF THE NE ¼ OF SECTION 20, TOWNSHIP 38 SOUTH, RANGE 9 EAST, OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING A PORTION OF BLOCKS 6,7 AND 8 AND VACATED HILLTOP STREET AND VACATED FOOTHILL BOULEVARD, MCLOUGHLIN HEIGHTS SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF MCLOUGHLIN HEIGHTS; THENCE SOUTH 0°46' 00" WEST, ALONG THE EAST BOUNDARY OF MCLOUGHLIN HEIGHTS, 100.0 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 0°46' 00" WEST, ALONG THE EAST BOUNDARY OF MCLOUGHLIN HEIGHTS 572.30 FEET TO THE NORTH BOUNDARY OF VACATED FOOTHILL BOULEVARD; THENCE 40.57 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT (THE LONG CHORD OF WHICH BEARS SOUTH 58°53' WEST, 33.97 FEET); THENCE NORTH 63°00' 00" WEST, ALONG THE NORTH BOUNDARY OF FOOTHILL BOULEVARD, 104.35 FEET; THENCE 482.81 FEET ALONG THE ARC OF A 774.83 FOOT RADIUS CURVE TO THE LEFT (THE LONG CHORD OF WHICH BEARS NORTH 80°51' 03" WEST, 475.03 FEET); THENCE LEAVING SAID ROAD BOUNDARY NORTH 20°39' 40" EAST, 504.11 FEET; THENCE SOUTH 89°21' 00" EAST, 420.87 FEET TO THE TRUE POINT OF BEGINNING. TOGETHER WITH THE NORTHERLY ONE-HALF OF VACATED FOOTHILL BOULEVARD ABUTTING THE SOUTHERLY BOUNDARY OF THE ABOVE DESCRIBED PARCEL;

ALSO INCLUDING LOTS 8,9,10,11,12,13,14 AND 15 OF BLOCK 6 OF MCLOUGHLIN HEIGHTS SUBDIVISION, TOGETHER WITH THE SOUTHERLY ONE-HALF OF VACATED FOOTHILL BOULEVARD ABUTTING THE NORTHERLY BOUNDARY OF SAID LOTS 8,9,10,11,12,13,14 AND 15 OF BLOCK 6;

EXCEPTING THEREFROM LOTS 8,9,10,11,12,13,14 AND 15 OF BLOCK 6 OF MCLOUGHLIN HEIGHTS SUBDIVISION TOGETHER WITH THE SOUTHERLY ONE-HALF OF VACATED FOOTHILL BOULEVARD ABUTTING THE NORTHERLY BOUNDARY OF SAID LOTS 8,9,10,11,12,13,14 AND 15 OF BLOCK 6;

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NE 1/16 CORNER OF SECTION 20, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY,

OREGON, BEING THE NORTHEAST CORNER OF MCLOUGHLIN HEIGHTS SUBDIVISION; THENCE ALONG THE EAST BOUNDARY OF SAID MCLOUGHLIN HEIGHTS AND THE EAST LINE OF THE SW 1/4 NE 1/4 OF SAID SECTION 20 SOUTH 0°46'00" WEST 100.00 FEET TO THE NORTHEAST CORNER OF THAT PARCEL DESCRIBED AS PARCEL 1 IN DEED VOLUME M91, PAGE 13596, RECORDS OF KLAMATH COUNTY, OREGON; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL NORTH 89°21'00" WEST 420.87 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE SOUTH 20°39'40" WEST 504.11 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL DESCRIBED IN DEED VOLUME M75, PAGE 8321, RECORDS OF KLAMATH COUNTY, OREGON AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE SOUTH 08°42'06" EAST 25.00 FEET TO THE CENTERLINE OF VACATED FOOTHILL BOULEVARD; THENCE FOLLOWING SAID CENTERLINE ALONG THE ARC OF A 749.83 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 82.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 84°26'01" EAST 82.02 FEET; THENCE LEAVING SAID CENTERLINE NORTH 09°10'20" WEST 12.82 FEET; THENCE SOUTH 80°17'48" WEST 17.62 FEET; THENCE NORTH 09°32'02" WEST 17.40 FEET; THENCE SOUTH 80°54'52" WEST 63.92 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION OF PARCEL 1 OF DEED VOLUME M91, PAGE 13596, RECORDS OF KLAMATH COUNTY, OREGON:

BEGINNING AT A POINT ON THE EAST BOUNDARY OF MCLOUGHLIN HEIGHTS WHICH BEARS S. 0°46' W. A DISTANCE OF 100.0 FEET FROM THE NORTHEAST CORNER THEREOF, SAID POINT BEING THE NORTHEAST CORNER OF SAID PARCEL 1 OF DEED VOLUME M91, PAGE 13596; THENCE N. 89°21'00"W. ALONG THE NORTH LINE OF SAID PARCEL 420.87 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S. 20°39' 40" W. ALONG THE WESTERLY LINE OF SAID PARCEL 173.00 FEET TO A POINT; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL S. 86°54' 35" E. 274.87 FEET; THENCE LEAVING SAID SOUTHERLY LINE NORTH 15°01'01" EAST 28.90 FEET; THENCE NORTH 72°20'55" EAST 13.09 FEET; THENCE SOUTH 69°41'02" EAST 99.96 FEET; THENCE SOUTH 24°30'18" EAST 3.74 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 1; THENCE SOUTH 86°54'35" EAST TO A POINT ON THE EAST LINE OF SAID PARCEL; THENCE N. 0°46'00" E. ALONG SAID EAST LINE A DISTANCE OF 183.00 FEET TO THE POINT OF BEGINNING.

PARCEL II:

ACCESS AS DISCLOSED IN RECIPROCAL ACCESS EASEMENT, RECORDED JUNE 8, 2001 IN M-01 ON PAGE 27242, RECORDS OF KLAMATH COUNTY, OREGON.

APN: R752064