

2012-003351

Klamath County, Oregon



00116041201200033510070076

03/30/2012 03:20:59 PM

Fee: \$82.00

MT 68520

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ittleson Trust 2010-1  
c/o Garrison Investment Group  
1350 Avenue of the Americas, 9th Floor  
New York, NY 10019  
Attn: Dennis Davis

2012-003814

Klamath County, Oregon



00116573201200038140090093

04/11/2012 03:29:30 PM

Fee: \$92.00

RERECORDED TO ADD ACKNOWLEDGMENT OF EAST WEST BANK. PREVIOUSLY RECORDED IN

2012-003351

[SPACE ABOVE LINE FOR RECORDER'S USE ONLY]

**AMENDMENT TO  
DEED OF TRUST, ASSIGNMENTS,  
FIXTURE FILING AND SECURITY AGREEMENT**

**GRANTOR:** **SHILO INN, KLAMATH FALLS, LLC**, an Oregon limited liability company, with an address of c/o Shilo Management Corporation & Cascade Hotel Corporation, 11600 SW Shilo Lane, Portland, OR 97225

**BENEFICIARY:** **ITTLESON TRUST 2010-1**, a trust organized under the laws of the State of Delaware, with an address of c/o Garrison Investment Group, 1350 Avenue of the Americas, 9th Floor, New York, NY 10019

**TRUSTEE:** **TICOR TITLE INSURANCE COMPANY**, with an address of 111 SW Columbia Street, Suite 1000, Portland, OR 97201

**MATURITY DATE:** MARCH 30, 2013, EXCLUSIVE OF OPTION(S) TO EXTEND, IF ANY.

Debtor's Organizational Identification Number: 749269-82

Tax Account Number(s) of Trust Property: 3809-020BD-01100-000;  
3809-020BD-01200-000; 3809-020BD-01300-000; 3809-020BD-01400-000;  
3809-020BD-01500-000; 3809-020BD-01600-000; 3809-020CA-00900-000;  
3809-020CA-01000-000; 3809-020CA-01100-000; 3809-020CB-00100-000

AMENDMENT TO DEED OF TRUST (KLAMATH FALLS, OR)  
79590-0003/LEGAL23129841.1  
3/15/12

82 7147

**AMENDMENT TO  
DEED OF TRUST, ASSIGNMENTS,  
FIXTURE FILING AND SECURITY AGREEMENT**

This Amendment to Deed of Trust, Assignments, Fixture Filing and Security Agreement dated as of March 30, 2012 (this "Amendment") is by and between SHILO INN, KLAMATH FALLS, LLC, an Oregon limited liability company ("Grantor"), whose address is c/o Shilo Management Corporation & Cascade Hotel Corporation, 11600 SW Shilo Lane, Portland, OR 97225, and ITTLESON TRUST 2010-1, a trust organized under the laws of the State of Delaware ("Beneficiary"), whose address is c/o Garrison Investment Group, 1350 Avenue of the Americas, 9th Floor, New York, NY 10019, and is made with reference to the following:

**RECITALS**

A. Reference is made to that certain Deed of Trust, Assignments, Fixture Filing and Security Agreement granted by Grantor to Ticor Title Insurance Company, as trustee for United Commercial Bank, as beneficiary, dated March 28, 2005, recorded March 31, 2005 in Klamath County, Oregon in Volume M05 Page 22040-65, as assigned by that certain Corporation Assignment of Deed of Trust between United Commercial Bank, as assignor, to CIT Lending Services Corporation, as assignee, recorded August 13, 2007 in Klamath County, Oregon as instrument number 2007-014209, as further assigned by that certain Assignment of Mortgage/Deed of Trust between CIT Lending Services Corporation, as assignor, to CIT Small Business Loan Trust 2008-1, as assignee, recorded March 16, 2009 in Klamath County, Oregon as instrument number 2009-003744 (as amended from time to time, the "Deed of Trust"), covering the property legally described on Exhibit A attached hereto ("Property").

B. Beneficiary is the holder of the Deed of Trust by Assignment of Deed of Trust, Assignments, Fixture Filing and Security Agreement between by CIT Small Business Loan Trust 2008-1, as assignor, and Beneficiary, as assignee, recorded January 21, 2011 in Klamath County, Oregon as instrument number 2011-000794.

C. Grantor and Beneficiary desire to amend the Deed of Trust on the terms set forth herein.

**AGREEMENT**

Therefore, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereby agree as follows:

1. The terms used in this Amendment shall have the same meanings as in the Deed of Trust, unless otherwise set forth herein or a different meaning is required by the context hereof.

2. The Deed of Trust is hereby amended to reflect that the Note has been amended by that certain Loan Modification Agreement of even date herewith, which, among other things, extended the maturity date of the Note and increased the principal amount of the Note from \$8,000,000 to \$7,522,515.63.

3. Section 9 of the Deed of Trust is hereby amended to add the following to the end of Section 9:

“All leases and tenants shall be subject to Beneficiary’s prior written approval, and shall specifically provide that the tenant attorns to any person succeeding to the interest of Grantor upon any foreclosure of this Deed of Trust or conveyance in lieu thereof. Such attornment shall be in such form as Beneficiary may approve. Without Beneficiary’s prior written consent, Grantor shall not materially modify, surrender or terminate any lease, or waive, discharge, release or modify the obligations of any tenant or other occupant of the Property under any lease.”

4. Section 30 of the Deed of Trust is hereby deleted in its entirety and replaced with the following:

30. **Obligations Unsecured.** Notwithstanding anything to the contrary set forth herein or any of the Loan Documents, this Deed of Trust shall not secure the following obligations (the “Unsecured Obligations”): (a) any obligations evidenced by or arising under that certain Indemnity Agreement of even date herewith made by Grantor for the benefit of Lender (as amended, restated, supplemented and otherwise modified from time to time, the “Indemnity Agreement”), and (b) any other obligations in this Deed of Trust or in any of the other Loan Documents to the extent that such other obligations relate specifically to the presence on the Property of hazardous materials and are the same or have the same effect as any of the obligations evidenced by or arising under the Indemnity Agreement. Any breach or default with respect to the Unsecured Obligations shall constitute an Event of Default hereunder, notwithstanding the fact that such Unsecured Obligations are not secured by this Deed of Trust. Nothing in this Section shall, in itself, impair or limit Beneficiary’s right to obtain a judgment in accordance with applicable law after foreclosure for any deficiency in recovery of all obligations that are secured by this Deed of Trust following foreclosure.

5. The parties intend that the Deed of Trust and this Amendment shall be construed as a single instrument. Except as expressly modified hereby, the terms of the Deed of Trust, all of which are hereby incorporated by reference, remain in full force and effect. This Amendment is not intended as, nor shall it be construed as, a substitution for the original Deed of Trust, nor shall anything herein impair the lien or priority of the Deed of Trust. Grantor hereby ratifies, confirms and reaffirms in all respects and without condition, all of the terms, covenants and conditions set forth in the Deed of Trust, as modified hereby. Grantor hereby agrees that the Deed of Trust, as amended hereby, remains in full force and effect as of the date hereof, and nothing herein contained shall be construed to impair the security or affect the first priority lien of the Deed of Trust, nor impair any rights or powers which Beneficiary or its successors and assigns may have for the nonperformance of any term contained in the Deed of Trust, as amended hereby. All collateral, liens and other security interests and pledges created pursuant to, or referred to in, the Deed of Trust, shall continue to secure the existing indebtedness due under the Deed of Trust, as amended hereby.

6. If any term or provision of this Amendment shall be prohibited by or invalid under any applicable law, such provision shall be invalidated without affecting the remaining provisions of this Amendment or the Deed of Trust, respectively.

7. This Amendment and the rights and obligations of the party hereunder shall be governed by, and shall be construed and enforced in accordance with the internal laws of the state of Oregon, without regard to conflicts of laws and principals.

8. This Amendment may be executed in any number of counterparts and by different parties hereto and separate counterparts, each of which when executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instruments; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

9. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY THE LENDER AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY LENDER TO BE ENFORCEABLE.**

[SIGNATURE PAGE FOLLOWS]

EXECUTED as of the day and year first above written.

**Grantor:**

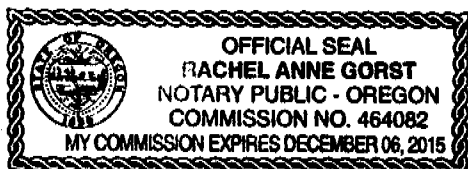
SHILO INN, KLAMATH FALLS, LLC,  
an Oregon limited liability company

By: Shilo Management Corporation, its manager

By: John W. Raborn, v.p.  
Name: Wes Raborn  
Title: Vice President

STATE OF OREGON                     )  
  ) ss.  
COUNTY OF Washington)

This instrument was acknowledged before me on March 27, 2012, by  
John W. Raborn as Vice President of Shilo Management  
Corporation, the manager of SHILO INN, KLAMATH FALLS, LLC.



Rachel Anne Gorst  
Notary Public

Rachel Anne Gorst  
Print name

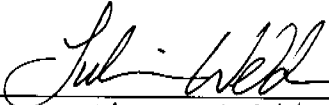
My Commission expires: 12/6/2015

EXECUTED as of the day and year first above written.

**Beneficiary:**

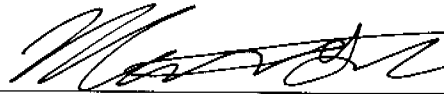
ITTELSON TRUST 2010-1

By: Garrison Loan Agency Services LLC,  
its administrator

By:   
Name: Julia Weldon  
Title: Secretary

STATE OF NEW YORK                    )  
  ) ss.:  
COUNTY OF NEW YORK                )

On the 28<sup>th</sup> day of March in the year 2012, before me, the undersigned, personally appeared Julia Weldon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

MATTHEW J. LAMBERT  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02LA6235019  
Qualified in Westchester County  
My Commission Expires January 31, 2015

### ACKNOWLEDGMENT OF EAST WEST BANK

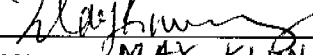
Recitals A and B of the foregoing Amendment to Deed of Trust, Assignments, Fixture Filing and Security Agreement (the "Amendment") dated as of March 30, 2012, by and between SHILO INN, KLAMATH FALLS, LLC, an Oregon limited liability company ("Grantor"), and ITTLESON TRUST 2010-1, a trust organized under the laws of the State of Delaware ("Beneficiary"), is incorporated herein by this reference.

Reference is further made to that certain (a) Trust Deed covering the Property granted by Grantor to U.F. Service Corporation, as trustee for United Commercial Bank, as beneficiary, dated April 5, 2007 and recorded April 9, 2007 in Klamath County, Oregon (the "Recording Office") in Volume 2007-006559, (b) Assignment of Rentals dated April 5, 2007 and recorded April 9, 2007 in the Recording Office in Volume 2007-006560, (c) Financing Statement recorded May 17, 2007 in the Recording Office in Volume 2007-009018, and (d) Hazardous Substances Certificate and Indemnity Agreement dated April 5, 2007 and recorded April 9, 2007 in the Recording Office in Volume 2007-006561, each assigned by instrument recorded March 14, 2011 in the Recording Office in Volume 2011-003536 by the Federal Deposit Insurance Corporation as Receiver for United Commercial Bank of San Francisco CA, as assignor, to East West Bank, as assignee ("Bank") (collectively, the "Bank Security Documents").

Bank hereby acknowledges that it has reviewed the terms of the foregoing Amendment and agrees that the Bank Security Documents, Bank's rights under the Security Documents and Bank's rights, title and interest in the Property arising therefrom are subjected, subordinated and junior to the lien of Beneficiary's Deed of Trust, and to the rights, title and interest of Beneficiary in the Property arising therefrom, as amended by the Amendment.

EXECUTED as of March 30, 2012.

#### EAST WEST BANK

By:   
Name: MAY KWONG  
Title: FIRST VICE PRESIDENT

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On March 30, 2012 before me, Cornelia S. Ho, Notary Public

personally appeared May Kwong



who proved to me on the basis of satisfactory evidence to be the 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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

Signature of Notary Public

Place Notary Seal and/or Stamp Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Amendment to Deed of Trust, Assignments, Fixture Filing & Security Agreement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_ ☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_



**EXHIBIT A  
LEGAL DESCRIPTION**

**Parcel 1:**

Lots 2, 3, 4, and 5, in Block 3 of TRACT NO. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH that portion of vacated Almond Street which inured thereto as evidenced by Ordinance 6597, recorded July 6, 1990 in Volume M90, page 13373, Microfilm Records of Klamath County, Oregon.

**Parcel 2:**

All that portion of the NW1/4 SW1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying Northeasterly of the Eastside Bypass conveyed to the State of Oregon by deed recorded June 18, 1957 in Volume 292 at page 373, Deed Records of Klamath County, Oregon and recorded December 28, 1961 in Volume 334 at page 481, Deed Records of Klamath County, Oregon.

**Parcel 3:**

Lots 3, 4, and 5 in Block 4 of TRACT NO. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH that portion of vacated Almond Street which inured thereto, as evidence by Ordinance 6597 recorded July 6, 1990 in Volume M90, page 13373, Microfilm Records of Klamath County, Oregon.

**Parcel 4:**

Lots 1 and 6 in Block 3 of TRACT NO. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.