

AMERITITLE
68520

2014-006894
Klamath County, Oregon
06/30/2014 12:57:37 PM
Fee: \$107.00

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Ittleson Trust 2010-1
c/o Garrison Investment Group
1290 Avenue of the Americas, Suite 914
New York, NY 10104
Attn: Dennis Davis

[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, 1290 Avenue of the Americas, Suite 914, New York, NY 10104.

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/LEGAL120550242.2

8700

**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 May 8, 2014 (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, 1290 Avenue of the Americas, Suite 914, New York, NY 10104, 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, and as amended by that certain Amendment to Deed of Trust, Assignments, Fixture Filing and Security Agreement dated as of March 30, 2012, recorded March 30, 2012 in Klamath County, Oregon as instrument number 2012-003351 (as further 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, effective as of March 30, 2014, extended the maturity date of the Note and increased the interest rate thereunder.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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]

Unofficial
Copy

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: Mark S. Hemstreet
Name: Mark S. Hemstreet
Title: Secretary

ACKNOWLEDGEMENT

State of California
County of Riverside

On May 7th, 2014 before me, Nathan Walchuk, Notary Public
(insert name and title of the officer)

personally appeared Mark S Hemstreet
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 [Handwritten Signature] (Seal)



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: JULIAN WELDON
Title: SECRETARY

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the 8 day of May in the year 2014, before me, the undersigned, personally appeared Julian 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

**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.