

After recording return to:
Lane Powell PC
601 SW 2nd Ave., Suite 2100
Portland, OR 97204-3158
Attn: David W. Criswell

RESCISSION OF NOTICE OF DEFAULT

Reference is made to that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement dated November 2, 2015, and recorded November 3, 2015, as Instrument No. 2015-012045, in the Official Records of Klamath County, State of Oregon, (the "Deed of Trust"), under which SHILO INN, KLAMATH FALLS, LLC, an Oregon limited liability company, is the grantor, TICOR TITLE COMPANY, is the original trustee, and NATIXIS REAL ESTATE CAPITAL LLC, a Delaware limited liability company, is the original beneficiary, and the beneficial interest under the Deed of Trust having been assigned to WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF WELLS FARGO COMMERCIAL MORTGAGE TRUST 2015-NXS4, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2015-NXS4, by that certain Assignment of Deed of Trust, Assignment of Leases and Rents and Security Agreement dated effective as of December 9, 2015, and recorded January 27, 2016, as Instrument No. 2016-000828, in the Official Records of Klamath County, State of Oregon, and the beneficial interest under the Deed of Trust having been further assigned to the current beneficiary, RSS WFCM2015-NXS4 – OR SIK, LLC, an Oregon limited liability company ("Beneficiary"), by that certain Assignment of Deed of Trust, Assignment of Leases and Rents and Security Agreement dated effective as of May 3, 2021, and recorded May 17, 2021, as Instrument No. 2021-007780, in the Official Records of Klamath County, State of Oregon. The aforementioned Deed of Trust covers property (the "Property") described as:

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.

Together with all buildings, structures, fixtures and other improvements now or hereafter located thereon (the "Improvements"), all Additional Collateral described in Exhibit A attached hereto and incorporated herein by reference, and all other personal property described in the Deed of Trust.

A notice of Grantor's default under the Deed of Trust, containing the Beneficiary's election to sell (the "Notice of Default") all or part of the above-described real property to satisfy Grantor's obligations secured by the Deed of Trust was recorded June 15, 2023, as Instrument No. 2023-004582, in the Official Records of Klamath County, State of Oregon and a trustee's sale under the Deed of Trust was originally scheduled for November 2, 2023, at the hour of 10:00 a.m., which sale was postponed to January 17, 2024 at 10:00 a.m., which sale was postponed again until Thursday, March 21, 2024 at 10:00 a.m., and then further postponed until Friday, April 26, 2024 at 10:00 a.m. on the front steps to the main entrance of the Klamath County Courthouse 316 Main Street, Klamath Falls, Oregon 97601 (the "Trustee's Sale").

The undersigned Successor Trustee does hereby rescind and withdraw the Notice of Default and cancel and dismiss the Trustee's Sale.

IN WITNESS WHEREOF, the undersigned Successor Trustee has executed this document.

EFFECTIVE DATE: April 18, 2024.

By: 

David W. Criswell, OSB 925930
Successor Trustee
Lanc Powell PC
601 SW Second Avenue, Suite 2100
Portland, OR 97204
Telephone: 503.778.2100
Facsimile: 503.778.2200
Email: criswelld@lanepowell.com

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

This record was acknowledged before me on April 18, 2024, by David W. Criswell, who personally appeared before me and acknowledged the foregoing instrument to be his voluntary act and deed.

Scott Gomer

Notary Public for Oregon

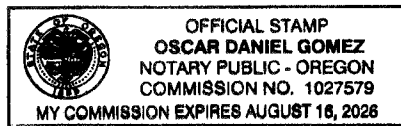


EXHIBIT A

Additional Collateral

The personal property located on the Property as described in the Deed of Trust and also in that certain UCC-1 financing statement filed November 3, 2015, with the Oregon Secretary of State, File No. 90626632 (the "UCC1"), more particularly described as follows:

(a) All machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory, materials, supplies and other articles of personal property and accessions thereof, renewals and replacements thereof and substitutions therefor, and other property of every kind and nature, tangible or intangible, owned by Grantor, or in which Grantor has or shall have an interest, now or hereafter located upon 2500 Almond Street, Klamath Falls, OR 97601, the "**Premises**" or the "**Improvements**", or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the "**Equipment**"), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Grantor in and to any of the Equipment that may be subject to any "security interest" as defined in the Uniform Commercial Code, as in effect in the Oregon (the "**UCC**").

(b) All accounts (including reserve accounts), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, contract rights (including any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Property) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "**Intangibles**");

(c) All other personal property described in the UCC1; and

(d) All proceeds, products, offspring, rents and profits from any of the foregoing, including those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing (together, the "**Collateral**").