

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully seized in fee simple of said described real property and has a valid, unencumbered title thereto 17574

and that he will warrant and forever defend the same against all persons whomsoever.

Attached hereto and incorporated herein for all purposes is an Addendum containing additional provisions hereto.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

EDGEMONT REALTY PARTNERS, LTD.

By: Edgemont Equities, Inc.

By: Jack Thomas

Typed Name: Jack Thomas

Title: Vice Pres

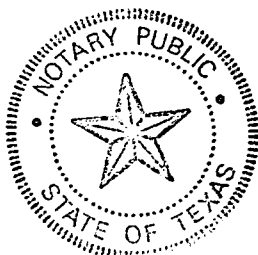
Attest: [Signature]

Asst. Sec.

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 24th day of October, 1985, by Jack Thomas, Vice President of Edgemont Equities, Inc., a Texas corporation, a general partner of EDGEMONT REALTY PARTNERS, LTD., a Texas limited partnership, on behalf of said corporation and limited partnership.



Angalean E. Kurtz
Notary Public, State of Texas
Notary's Printed Name: Angalean E. Kurtz
My Commission Expires: 3-2-88

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to .

DATED: _____, 19 _____

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

EDGEMONT REALTY

PARTNERS, LTD.

Grantor

THE TRAVELERS INSURANCE

COMPANY

Beneficiary

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME TITLE

By _____ Deputy

When Recorded Return to:
AMERICAN TITLE INSURANCE
5301 N. 7th Street
Phoenix, Az 85014
ATTN: NATIONAL ACCOUNTS

ADDENDUM TO THAT CERTAIN MORTGAGE OR DEED OF TRUST
DATED OCTOBER 24, 1985 FROM
EDGEMONT REALTY PARTNERS, LTD.,
A TEXAS LIMITED PARTNERSHIP ("EDGEMONT"),
FOR THE BENEFIT OF
THE TRAVELERS INSURANCE COMPANY,
A CONNECTICUT CORPORATION ("TRAVELERS")

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- 1) Applicable Law. The terms, provisions, covenants and conditions hereof shall be construed under the laws of the State of Texas and the laws of the United States applicable to transactions within such state; provided, however, with respect to the exercise of remedies under this instrument after occurrence of an event of default, the laws of the state where the security property is located shall govern.
- 2) Loan Agreement Prevails. The terms provisions, covenants and conditions of this instrument shall be construed in such a manner as to be consistent with the terms of that certain loan agreement (the "Loan Agreement") of even date executed by Edgemont, Vantage Properties, Inc. ("Vantage") and Travelers, and any other instruments executed in connection with or as security for the note secured hereby; provided, however, in the event of conflict between the terms of this instrument and the terms of the Loan Agreement, the terms of the Loan Agreement shall control. Further, this instrument shall be read so as to incorporate all the terms, provisions, covenants and conditions of the Loan Agreement, to the extent allowed by applicable law, and all persons are hereby given notice that the Loan Agreement incorporated herein contains specific provisions regarding (a) use and maintenance of the property, (b) insurance requirements, (c) application of insurance and condemnation proceeds, (d) an express assignment of all leases and contracts affecting the property and all rents and profits arising out of the property, (e) escrow of insurance and tax payments and (f) additional events of default which give rise to a right of acceleration on the part of Travelers. Further, all persons are hereby given notice that one of Travelers' acceleration rights include a "due on sale" clause which, again, is incorporated in its entirety herein, and which states, in part that "without Travelers' prior written consent, any sale, conveyance, further encumbrance or other transfer of title to any of the Properties, or any interest therein (whether voluntarily or by operation of law)" shall be an event of default under the Loan Agreement.
- 3) Severability. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid and this instrument shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 4) No Usury. All agreements between Edgemont, Vantage and Travelers, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no event or contingency, whether by reason of acceleration of the maturity of the indebtedness secured hereby or otherwise, shall the interest contracted for, charged or received by Travelers exceed the maximum amount permissible under the laws of the State of Texas. If, from any circumstances whatsoever, interest would otherwise be payable to Travelers in excess of the maximum lawful amount, the interest payable to Travelers shall be reduced to the maximum amount permitted under such applicable law; and, if from any circumstances Travelers shall ever receive anything of value deemed interest by applicable law in excess of the maximum lawful amount, an amount equal to any excessive interest shall be applied to the reduction of the principal of the note secured hereby and not to the payment of interest or if such excessive interest exceeds the unpaid balance of principal of said note, such excess shall be refunded to Edgemont. All interest paid or agreed to be paid

to Travelers shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread through the full period until payment in full of the principal of the note (including the period of any renewal or extension thereof) so that interest thereon for such full period shall not exceed the maximum amount permitted by applicable law.

5) Security Agreement and Financing Statement. With respect to any portion of the security property which constitutes personal property or fixtures governed by the Uniform Commercial Code as adopted in this state (hereinafter called the "Code") and all leases and contract rights affecting the said property and any proceeds from any of the above, this instrument shall constitute a security agreement between Edgemont, as the Debtor, and Travelers, as the Secured Party. Edgemont hereby grants to Travelers a security interest in such portion of the security property and all leases and accounts affecting said property and the proceeds from said property. Cumulative of all other rights of Travelers hereunder, Travelers shall have all of the rights and remedies conferred upon secured parties by the Code. Edgemont will execute and deliver to Travelers all financing statements that may from time to time be required by Travelers to establish and maintain the validity and priority of the security interest of Travelers or any modification thereof, and Edgemont will pay all costs and expenses of any searches reasonably required by Travelers. It is expressly agreed that if upon default Travelers should proceed to dispose of such property in accordance with the provisions of the Code, then ten (10) days notice by Travelers to Edgemont shall be deemed to be reasonable notice under any provision of the Code requiring such notice; provided, however, that Travelers may, at its option, dispose of such property in accordance with Travelers' rights and remedies with respect to the real property described herein pursuant to the provisions of this instrument in lieu of proceeding under the Code. Edgemont shall give advance notice in writing to Travelers of any proposed change in Edgemont's name, identity or partnership structure and will execute and deliver to Travelers prior to or concurrently with the occurrence of any such change, additional financing statements that Travelers may require to establish and maintain the validity and priority of Travelers' security interest with respect to any property described or referred to herein. Certain of the items of property described herein (excepting underground gasoline storage tanks, if any) are goods that are or are to become fixtures relating to the real estate described herein, and it is intended that, as to those goods, this instrument shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the Real Estate Records of the county in which the property described herein is situated. The record owner of said property is Edgemont. The mailing address of Edgemont and Travelers are set forth below.

Mailing Address of Edgemont:

EDGEMONT REALTY PARTNERS, LTD.
2777 Stemmons Freeway
Suite 2032
Dallas, Texas 75207

Mailing Address of Travelers:

THE TRAVELERS INSURANCE COMPANY
Real Estate Investment Department
8140 Walnut Hill Lane, Suite 210
Dallas, Texas 75231

EDGEMONT REALTY PARTNERS, LTD.

By: EDGEMONT EQUITIES, INC.
General Partner

By: John Thomas
Its: Vice Pres.

Attest:




EXHIBIT A

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Store No. 1421

The N $\frac{1}{2}$ of the N $\frac{1}{2}$ of Tracts No. 1, Giengers Home Tracts, in the County of Klamath, State of Oregon, together with any portion of the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of said Tract No. 1 which lies Northerly from a straight line extending from the East line of said tract to the West line thereof and which line is located exactly four inches Northerly from the East and West ends of the Northerly line of the cement foundation of the aluminum shop building situated on the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of Tract No. 1, of said Giengers Home Tracts, but less any portion of said N $\frac{1}{2}$ of N $\frac{1}{2}$ of said Tract No. 1, which lies South of the above described straight line lying four inches Northerly of the Northerly line of said cement foundation, SAVING AND EXCEPTING THEREFROM that portion described in Deed recorded June 16, 1964, Volume 353 at page 519, Deed Records of Klamath County for State Highway.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the _____ day
 of October _____ A.D., 19 85 at 10:25 o'clock A.M., and duly recorded in Vol. M85
 of Mortgages _____ on Page 17573

FEE \$21.00

Evelyn Biehn,
By _____County Clerk
[Signature]