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the manner provided in ORS 86.735 to 86.795. 13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the the delault or delauits. If the delault consists of a failure to pay, when due, sums secured by the trust deed, the delault may be cured by paying the not them be due had to delault occurred. Any other such of the solution as woll of the delault on the trust deed. In any case, and being cured may be cured by tendering the performance required under the delault, the person effecting the cure shall pay to the beneficary all costs together with trustees and attorney's less not exceeding the amounts provided by law.

or the successor trustee. 17. Trustee accepts this trust when this deed, duly executed and achnowledged is made a public record as provided by law. Trustee is nor obligated to notify any party hereto of products all under any other died of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee. KOTE: The Trust Deed Act provides that the trustee hereunder mus, be either an attarney, who is an active member of the Oregon State Bar, a bank, trust company r savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real raperty of this state, its subsidiaries, offiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

NOTE:

Together with trustees and attorneys tees not exceeding the amounts provided by law. 14. Otherwise, the sale shall be held on the date and at the time and be postponed as provided by law. The trustee may sell said property either succion to the highest bidder for cash, payshest with at the parcel or parcels at the time of sale. Trustee the parcel or the parcel or a shall deliver to the purchaser its deed in form as required by law. The trustees of sale at the time of sale. Trustee the provided by law covenant or warranty, express or implied. The recitals in the deed of any matters of lact shall be conclusive proof the farmer of the furthuliness thereof. Any person, excluding the trustee, but including the grantor and beneticiary, may purchase at the sale. b) the trainfutures intereol. Any person, excluding the trustee, but including the frantor and beneliciary, may purchase at the sale.
15. When trustee sells purchase at the sale.
15. When trustee sells purchast to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expines of sale, in attempt, (2) to the powers of sale, in attempt, (3) to the powers of sale to payment of the trust excluding the comparison of the trustee and a reasoning charge by trustee's have a proceeds of the trust excluding the comparison of the successor in interest entitled to such surplus.
16. Beneliciary may from time to time appoint a successor or successor or successor of the latter shall be vested with all title, powers to the appointment for the latter shall be vested with all title, powers and successor upon any trustee herein mand or appointed hereunder. Each such appointment which, when recorded in the moridage records of the property is situated, shall be conclusive proof of proper appointes in a the successor trustee proof of proper appointed.

tions and restriction alles and property: if the beneficiary to requests, condiding the security such timametry if the beneficiary of the secure of the secur

To protect the security of this trust deed, grantor agrees: 1. To protect, preserve and maintain said property in good condition and repair; not to remove demolish any building or improvement thereon; 2. To complete or teatore promptly and in good and workmanlike destroyed thereon, and pay when due all costs incurred therefor, covenants, condi-tions and retrictions allecting statements pusuant to the buelicia to to request, to join m executing such financing statements pusuant to the buelicing. So requests, to cial Code as therefore, as well as the cost of all find same in the by filing officer or starching agencies as may be deemed desirable by the by filing officer or starching agencies as may be deemed desirable by the

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Oregen Tient Deed Series-TRUST DEED.

FORM No. 681-

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(a) consent to the making of any map or plat of said property: (b) join in subservation or other agreement allocting this defined or the lien or charge part of the property. The subservation or other agreement allocting this defined or the lien or charge part of the property. The left of the receiver the there is the property. The left of the receiver the there is the property of the property without warranty, all or any matters or lacts of any provide the receiver the property. The left of the property without warranty, all or any matters or lacts of any provide the receiver the property. The left of the truthfulness thereof. The property are the property of the truthfulness thereof. The property are any matters of lacts of any of the truthfulness thereof. The property are any matters of lacts of any of the truthfulness thereof. The property are any matters of lacts of any of the truthfulness thereof. The property are any matters of lacts of any of the truthfulness thereof. The property are any matters of lacts of any of the truthfulness thereof. The property are any security of property and the property of a security of property are and provide the truthfulness are and safe possession of said property. The individual areas and profits including these posts and apply the terms. The proceeds of the and profits attorney are determine.
11. The entering upon and taking possession of and property, the collection of back rents, issues and profits, or the proceeds of there and there any at done and under any any detail of the application or release thereoid any invalidate any at done and equilate any at done and apply the security are applicated not notice.
12. Dependetailt by frantor in payment of any indebidness thereoid any paylet. In such any event the beneficiary may at the election may are detail and the protoce is any done and the election any indebidness is the application are application or release thereoid any industing any any any any and application any any applicating any any a

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sconer paid, to be due and payable. NOVEMBER...1.,...2000.... The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary. therein, shall become immediately due and payable. The above described real property is not currently used for egricultural, timber er grazing purposes.

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connec-tion with said real pertaining. OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

The real property described in Exhibit "A" attached hereto and incorporated herein together with all improvements on and fixtures attached to said

Grantor irrevocably grants, bargains, selis and conveys to trustee in trust, with power of sale, the property WITNESSETH: inKlamath.....County, Oregon, described as:

THE TRAVELERS INSURANCE COMPANY, ... a Connecticut Corporation ------

THIS TRUST DEED, made this _____24th_____day of _____October_____, 19.85., between EDGEMONT_REALTY_PARTNERS, LTD,, a Texas_limited_partnership._____ as Grantor, FIRST AMERICAN TITLE INSURANCE COMPANY

K-38126-

Vol. Mt Page TRUST DEED 17573

Loan NO.

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The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully 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.

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This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, 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 gonstruing this deed and whenever the context so requires, the masculing 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 net applicable; if warrenty (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.)

STATE OF TEXAS

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COUNTY OF DALLAS

EDGEMONT REALTY PARTNERS, LTD.

By: Edgemont Equities, Inc. Alian ~~~ By: laun Typed Name AC Homas Title: Attest: Sac

This instrument was acknowledged before me on the <u>24</u> day of October, 1985, by <u>Then Thonew</u>, <u>Vice Greather</u> of Edgemont Equities, Inc., a Texas corporation, a general partner of EDGEMONT REALTY PARTNERS, LTD., a Texas limited partner of EDGEMONT REALTY PARTNERS, LTD., a Texas limited partnership, on behalf of said corporation and limited partnership.

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معلم þ Notary Public, State of Texas Notary's Printed Name: <u>Angolean</u> My Commission Expires: <u>3-12-88</u> E. Kurtz

REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid.

....., Trustee

. , 19......

TO:

e 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

DATED:

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Ĵ, J Beneficiary

nt Dead OR THE NOTE which it secures. Both must be delivered to the trutice for concellation before reconveyance will be

TRUST DEED (FORM No. 681) STEVENS-NESS LAW PUB CO. PORTLAND. ORE EDGEMONT REALTY PARTNERS, LTD. Grantor THE TRAVELERS INSURANCE		STATE OF OREGON, County of
COMPANY Beneficiary		Record of Mortgages of said County. Witness my hand and seal of
ReWhen Recorded Return to: AMERICAN LITLE INSUANCE 31.5301 N. The Street and Phoenix, Az 85014 ATTN: NATIONAL ACCOUNTS =		County altized.

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")

17575

- <u>Applicable Law</u>. 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 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 terms of the Loan Agreement, to the extent allowed by and conditions of the Loan Agreement, to the extent allowed by the Loan Agreement incorporated herein contains specific provisions regarding (a) use and maintenance of the property, (b) insurance requirements, (c) application of insurance and 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 arising out of the property, (e) escrow of Travelers. Further, all persons are hereby given notice that one of Travelers' include a "due on sale" clause which, states, in part that "without Travelers' prior written transfer of title to any of the Properties, or any interest an event of default under the Loan Agreement with with and with the properties, or any interest and which default under the Loan Agreement.
- 3) <u>Severability</u>. 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 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 of the State of Texas. If, from any circumstances whatsoever, interest would otherwise be payable to Travelers in excess of shall be reduced to the maximum amount permitted under such applicable law; and, if from any circumstances Travelers shall aw in excess of the maximum lawful amount, the interest payable to Travelers applicable law; and, if from any circumstances Travelers shall aw in excess of the maximum lawful amount, an amount equal to the principal of the note secured hereby and not to the unpaid balance of principal of said note, such excess shall be refunded to Edgemont. All interest paid or agreed to be paid

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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 full (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. 17576

Security Agreement any portion of 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 cond property and any proceeds from any of the above, this 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 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 execute and deliver to Travelers all financing statements that 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 and maintain the variality 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 if upon default Travelers should proceed to dispose of such property in accordance with the provisions of the Code, then 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 at its option, dispose of such property in accordance with at its option, dispose or such property in accordance with Travelers' rights and remedies with respect to the real property described herein pursuant to the provisions of this inclusion of proceeding under the Code Edgement 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. concurrently with the occurrence of any such 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 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 ffective as a financing statement filed as a fixture filing from the date of its filing for record in the Real Estate situated. The record owner of said property is Edgemont. The mailing address of Edgemont and Travelers are set forth

The mailing address of Edgemont and Travelers are set forth Mailing Address of Edgemont:

Mailing Address of Travelers:

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

Attest:

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

EDGEMONT REALTY PARTNERS, LTD.

By: EDGEMONT EQUITIES, INC. General Partner

By: lin

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EXHIBIT A

Store No. 1421

The N¹ of the N¹ of Tracts No. 1, Giengers Home Tracts, in the County of Klamath, State of Oregon, together with any portion of the S¹ of the N¹ of said Tract No. 1 which lies Northerly trom a straight line extending from the East line of said tract inches Northerly from the East and West ends of the Northerly situated on the S¹ of the N¹ of Tract No. 1, of said Giengers Tract No. 1, which lies South of the above described straight 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.

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of	October	A.D., 19 85 at 10:25 o'clock A.M., and duly recorded in Vol M85 day	y
FEE	\$21.00	Evelyn Blehn, County Clerk By Film, Chan (March 1997)	1
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