

17285

Vol. 92 Page 15020

## RETURN TO:

Karen Clark  
Stewart Title  
Suite 510  
2200 West Loop South  
Houston, Texas 77027

TLAC Loan No. (122)700079  
Edgemont Realty Partners, Ltd.

12-448105  
FINANCING STATEMENT  
(County Filing)  
Kinmath

This instrument is intended to be a Financing Statement complying with the requisites therefor as set forth in the Uniform Commercial Code (or the equivalent) in the State in which this Financing Statement is filed.

1. The name and address of the debtor ("Debtor") is:

Edgemont Realty Partners, Ltd.  
2777 Stemmons Freeway, Suite 1800  
Dallas, Texas 75207

2. The name and addresses of the secured party ("Travelers" or "Secured Party") is:

The Travelers Life and Annuity Company  
14001 North Dallas Parkway, Suite 800  
Dallas, Texas 75240

3. This Financing Statement covers the following types of property (the "Collateral"):

(a) "Collateral" means all of Debtor's right, title and interest in and to all personal property now existing or hereafter acquired by Debtor, including, without limitation, the following which is used in connection with or located on the real property (the "Property") described on Exhibit "B-1" attached hereto:

(i) All goods, machinery, furnishings, furniture, appliances, accessories, leasehold improvements, chattels, and other items of personal property now or hereafter owned by the Debtor;

(ii) All equipment now or hereafter owned by Debtor, including but not limited to all machinery, equipment, furnishings, fixtures and motor vehicles now or hereafter owned by Debtor, including, without limitation, all items of machinery and equipment of any kind, nature and description, whether affixed to real property or not, and all fixtures and office furnishings and furniture, and any and all additions to, substitutions for, accessions to and replacements of any of the foregoing, wherever located, together with all attachments, components, parts (including spare parts),

equipment and accessories installed thereon or affixed thereto.

- (iii) All inventory, goods, merchandise, raw material, goods in process, finished goods, and other tangible personal property, now or hereafter owned by Debtor, held for sale, rental or lease or furnished (or to be furnished) under one or more contracts of service or used or consumed in the Debtor's business, including such property consigned to the Debtor;
- (iv) All general intangibles now or hereafter owned, acquired or held by Debtor including, but not limited to all customer lists, trademarks, service marks, patents, rights in intellectual property, licenses, permits and copyrights now or hereafter owned, acquired or held by Debtor;
- (v) All accessions or appurtenances to any of the Collateral;
- (vi) All renewals of, replacements of, or substitutions for any of the Collateral;
- (vii) All accounts or accounts receivable now or hereafter owned, acquired or held by Debtor, of whatever nature and however arising, including, but not limited to, any and all accounts, accounts receivable, contract rights, book debts, notes, drafts, acceptance and other forms of obligations now owned, acquired or held or hereafter received or acquired by or belonging or owing to Debtor whether arising out of goods sold, rented or leased and/or services rendered by Debtor or from any other transaction, whether or not the same involves the sale of goods or services by Debtor (including, without limitation, any such obligation which might be characterized as an account or contract right under the Uniform Commercial Code in effect in any jurisdiction) and all of Debtor's rights in, to and under all purchase orders, instruments, receipts and other documents now owned, acquired or held or hereafter acquired or received by it evidencing obligations for and representing payment for goods sold or leased and/or services rendered, and all of the Debtor's rights to any goods represented by any of the foregoing, and all moneys due or to become due to Debtor under all contracts for the sale, rental or lease of goods and/or the performance of services by Debtor (whether or not yet earned by performance on the part of Debtor) or in connection with any other transaction, now in existence or hereafter arising, including, without limitation, the right to receive the proceeds of said purchase orders and contracts, and all collateral security and guarantees of any kind given by any person with respect to any of the foregoing;

- (viii) All deposit accounts of the Debtor held by the Secured Party;
- (ix) All chattel paper, documents, instruments (including but not limited to all checks, drafts, negotiable instruments and securities), accounts, or general intangibles related to, arising from, or evidencing any of the Collateral now or hereafter owned, acquired or held by Debtor;
- (x) All rights of the Debtor under any lease or any agreement to sell or lease any of the Collateral;
- (xi) All rents, income, issues, or proceeds arising from or in connection with any of the Collateral;
- (xii) All rights of Debtor, as landlord under any leases on or about any of the Property, including, without limitation, all rights of Debtor as a secured party against items owned by any tenant under any leases on or about any of the Property or under any other leases;
- (xiii) Debtor's rights in and to any and all executory rights, interests and powers granted, conveyed or assigned to Debtor by that one certain Purchase Agreement executed by and between Debtor and The Circle K Corporation dated April 25, 1985 (the "Purchase Agreement"); and
- (xiv) All gasoline tanks, pumps and equipment owned by Debtor.
- (xv) All proceeds of the foregoing at any time whatsoever arising or receivable, including, without limitation:
  - (1) whatever is received upon any collection, exchange, sale, rental, lease or other disposition of any of the Collateral, and any property into which any of the Collateral is converted, whether cash or non-cash proceeds,
  - (2) any and all proceeds of any insurance, warranty or guaranty payable to Debtor from time to time with respect to any of the Collateral,
  - (3) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any reacquisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color or governmental authority),
  - (4) any claim of Debtor against third parties (A) for past, present or future infringement of or dilution of any patent or (B) for past, present or future infringement of or dilution of any trademark or service mark or trademark or

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service mark license or for injury to the goodwill associated with any trademark, trademark or service mark registration or trademark or service mark licensed under any trademark or service mark license, and

(5) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

4. The record owner of the real property described on Exhibit "B-1" attached hereto is Debtor.

EXECUTED this 1<sup>st</sup> day of May, 1991.

DEBTOR:

EDGEMONT REALTY PARTNERS, LTD.,  
a Texas limited partnership

By: Edgemont Equities, Inc.,  
a Texas corporation,  
sole general partner

By: 

Name (print): KEITH KENNEDY

Title: VICE PRESIDENT

EXHIBIT B-1

15024

Store No. 1421

The N $\frac{1}{4}$  of the N $\frac{1}{4}$  of Tracts No. 1, Glengers Home Tracts, in the County of Klamath, State of Oregon, together with any portion of the S $\frac{1}{4}$  of the N $\frac{1}{4}$  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 $\frac{1}{4}$  of the N $\frac{1}{4}$  of Tract No. 1, of said Glengers Home Tracts, but less any portion of said N $\frac{1}{4}$  of N $\frac{1}{4}$  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 Klamath County Title Co. the 9th day  
of July A.D. 19 92 at 2:11 o'clock P. M., and duly recorded in Vol. M92  
of Mortgages on Page 15020.

FEE \$25.00

Evelyn Biehn -County Clerk

By *Daniel J. Sullivan*



OREGON STATE HEALTH DIVISION  
DEPARTMENT OF HUMAN RESOURCES  
Vital Records Unit  
CERTIFICATE OF DEATH

21090  
I.D. TAG NO.

94  
Local File Number

136-

File Number

1. DECEDENT'S NAME <b>Raymond Andrew NELSON</b>		2. SEX <b>M</b>		3. DATE OF DEATH (Month, Day, Year) <b>March 12, 1988</b>	
4. SOCIAL SECURITY NUMBER <b>712-07-2083</b>		5a. AGE - Last birthday <b>76</b>		5b. UNDER 1 DAY Hours: <b>7</b> Mins: <b>16</b>	
6. BIRTHPLACE (City and State or Foreign Country) <b>Prescott, Arkansas</b>		7. DATE OF BIRTH (Month, Day, Year) <b>April 30, 1911</b>		8. PLACE OF DEATH (Check only one) <input type="checkbox"/> Hospital <input checked="" type="checkbox"/> Patient <input type="checkbox"/> Outpatient <input type="checkbox"/> DCA <input type="checkbox"/> Other <input type="checkbox"/> Nursing Home <input type="checkbox"/> Decedent's Residence <input type="checkbox"/> Other (Specify)	
9. OCCUPATION (If not occupation, give service and number) <b>General Engineering</b>		10. KIND OF BUSINESS/INDUSTRY <b>Heavy Equipment</b>		11. MARITAL STATUS - Married (Never Married, Widowed, Divorced) (Specify) <b>Married</b>	
12. SPOUSE (If Married, Widowed) <b>Vera Agnes</b>		13a. CITY, TOWN, OR LOCATION OF DEATH <b>Klamath Falls</b>		13b. COUNTY OF DEATH <b>Klamath</b>	
14. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) <b>General Engineering</b>		15. STREET ADDRESS <b>2147 Arthur St., #2</b>		16. PLACE OF DEATH (Specify) <b>White</b>	
17. RESIDENCE - STATE <b>Oregon</b>		18. COUNTY <b>Klamath</b>		19. CITY, TOWN, OR LOCATION <b>Klamath Falls</b>	
20. INSIDE CITY LIMITS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		21. ZIP CODE <b>97603</b>		22. DECEDENT'S EDUCATION (Specify only highest grade completed) <b>Elementary/Secondary (5-12) College (11-4 or 5+)</b>	
23. MOTHER - NAME first middle last <b>William Franklin Nelson</b>		24. FATHER - NAME first middle maiden <b>Mattie Bolls</b>		25. INFORMANT - NAME and relationship to decedent <b>Vera Agnes Nelson, Wife</b>	
26a. METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal first State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify) <b>Eternal Hills Memorial Gardens</b>		26b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) <b>Klamath Falls, Ore.</b>		26c. LOCATION - City or Town, State	
27a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH <i>Mike O'Hair</i>		27b. LICENSE NUMBER (Of Licensee) <b>3287</b>		27c. NAME, ADDRESS AND ZIP OF FACILITY <b>O'Hair's Funeral Chapel, Inc. 515 Pine St., Klamath Falls, Ore. 97601</b>	
28. TIME OF DEATH <b>11:50 P.</b>		29. DATE OF DEATH <b>March 15, 1988</b>		30. NAME, TITLE, ADDRESS AND ZIP OF CERTIFIER/MEDICAL EXAMINER (Type or Print) <b>Everett E. Howard, M.D., 2622 Campus Dr., Klamath Falls, Ore. 97601</b>	
31. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)		32. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c). Do not enter mode of dying, e.g. Cardiac or Respiratory Arrest.) <b>ACUTE MYOCARDIAL INFARCTION</b>		33. AUTOPSY <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
34. DATE OF INJURY (Month, Day, Year)		35. TIME OF INJURY		36. DESCRIBE HOW INJURY OCCURRED	
37. PLACE OF INJURY - At home, farm, street, factory, office, building, etc. (Specify)		38. LOCATION (Street and Number or Rural Route Number, City or Town, State)		39. DATE FILED (Month, Day, Year) <b>MAR 15 1988</b>	
40. WAS GIFT MADE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A		41. RESERVED FOR REGISTRAR'S USE		42. REGISTRAR'S SIGNATURE <i>Michelle R. Bostoff</i>	

ORIGINAL - VITAL STATISTICS COPY

THIS IS A TRUE AND EXACT REPRODUCTION OF THE DOCUMENT OFFICIALLY REGISTERED AT THE OFFICE OF THE KLAMATH COUNTY REGISTRAR.

AFTER RECORDING RETURN TO:

Vera Nelson, 3939 Bilyard Ave., Klamath Falls, Or 97603

DATE ISSUED **March 15, 1988**

MARIAN ACKERMAN  
COUNTY REGISTRAR  
KLAMATH COUNTY, OREGON

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of **Mountain Title Co.** the **9th** day of **July** A.D. 19 **92** at **2:23** o'clock **P.M.**, and duly recorded in Vol. **M92** of **Deeds** on Page **15025**.

FEE \$10.00

Evelyn Biehn, County Clerk

By *Michelle R. Bostoff*