

GRANTOR:

John Henry Grotjohn and Sylvia Lynn Grotjohn

BENEFICIARY:

Sharron Ann Adams

After Recording, Return to:

Sharron Ann Adams
5500 Hampton Heights Drive
Birmingham, AL 35209

Until requested otherwise, send all tax statements to:

John Henry Grotjohn and Sylvia Lynn Grotjohn
PO Box 74
Crescent, OR 97733

2010-004309

Klamath County, Oregon



00082453201000043090010019

04/08/2010 02:57:22 PM

Fee: \$37.00

1st 1551758

TRUST DEED

THIS TRUST DEED is between John Henry Grotjohn and Sylvia Lynn Grotjohn, as Grantors, First American Title Insurance Company of Oregon, to be completed by Verna, as Trustee, and Sharron Ann Adams, as Beneficiary. Grantors irrevocably grant, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

TWP 24 RNGE 8, BLOCK SEC 25, TRACT PAR 2 of PP# 52-99, ACRES 1.14

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantors herein contained and payment of the sum of **\$24,000**, with interest thereon according to the terms of a promissory note dated 4/2/2010 payable to beneficiary or order and made payable by Grantors, the final payment of principal and interest hereof to be paid on or before **May 1, 2011**. 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, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein or herein, shall become immediately due and payable.

To protect the security of this trust deed, Grantors agree:

1. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

2. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

3. Trustee is not obligated to notify any party hereto of pending sale under any other deed 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.

John Henry Grotjohn

Sylvia Lynn Grotjohn

STATE OF OREGON, County of Deschutes

This instrument was acknowledged before me on April 2, 2010)
by John Henry Grotjohn and Sylvia Lynn Grotjohn.

Notary Public for Oregon

