**DEED OF TRUST**

This **Deed of Trust** ("Deed") is made this **[Date]**, by and between:

**Trustor (Borrower):**  
[Borrower’s Name]  
Address: [Borrower’s Address]

**Trustee:**  
[Trustee’s Name]  
Address: [Trustee’s Address]

**Beneficiary (Lender):**  
[Lender’s Name]  
Address: [Lender’s Address]

**1. RECITALS:**

WHEREAS, the Trustor has executed a promissory note (the "Note") in the principal sum of **[Loan Amount]** to the Beneficiary, which Note is secured by this Deed of Trust, and

WHEREAS, the Trustor desires to secure the payment of the Note and any other obligations by granting a lien on the real property described below, subject to the terms and conditions set forth herein.

**2. GRANTING CLAUSE:**

For valuable consideration, the Trustor hereby grants, bargains, sells, and conveys to the Trustee, in trust, with power of sale, the following real property (the "Property") located in [County Name], [State Name]:

* **Property Address:** [Property Address]
* **Legal Description:** [Legal Description of Property]

**3. SECURITY FOR PAYMENT:**

This Deed of Trust secures the payment of the Note in the amount of **[Loan Amount]**, together with interest, late charges, and any other sums due under the Note, and provides for the enforcement of such payment according to the terms of this Deed.

**4. OBLIGATIONS OF THE TRUSTOR:**

The Trustor agrees and covenants:

* To pay the Note in accordance with its terms.
* To maintain the Property in good condition and to comply with all applicable laws, regulations, and ordinances.
* To pay all taxes, assessments, and insurance premiums for the Property.
* To promptly notify the Beneficiary of any legal action or other matters affecting the Property.

**5. DEFAULT AND REMEDIES:**

In the event of default by the Trustor, the Beneficiary may:

* Declare the entire principal balance of the Note due and payable immediately.
* Exercise the rights of foreclosure as set forth in this Deed of Trust.

Upon default, the Beneficiary may, at its sole discretion, proceed with foreclosure in accordance with the power of sale provisions or through judicial foreclosure as allowed by law.

**6. FORECLOSURE AND POWER OF SALE:**

In the event of default, the Trustee shall have the power, without judicial intervention, to sell the Property at public auction to satisfy the debt. The sale shall be conducted in accordance with applicable laws of [State Name], and the proceeds of the sale shall be used to satisfy the outstanding balance of the Note and any costs associated with the sale.

**7. COVENANTS AND WARRANTIES:**

The Trustor warrants and represents the following:

* The Trustor is the lawful owner of the Property and has the authority to encumber it with this Deed of Trust.
* The Property is free of all liens and encumbrances except as disclosed to the Beneficiary.
* The Trustor shall not sell, transfer, or further encumber the Property without prior written consent from the Beneficiary.

**8. ASSIGNMENT OF RENTS:**

The Trustor assigns all rents, profits, and income from the Property to the Beneficiary, effective upon default. The Beneficiary has the right to collect such rents to apply against the debt owed by the Trustor.

**9. NOTICES:**

Any notices required under this Deed of Trust shall be in writing and sent to the parties at their respective addresses as set forth above. Notices shall be deemed given when delivered in person or mailed via certified mail, return receipt requested.

**10. MISCELLANEOUS:**

* **Governing Law:** This Deed of Trust shall be governed by the laws of the State of [State Name].
* **Severability:** If any provision of this Deed of Trust is determined to be invalid, the remaining provisions shall remain in full force and effect.
* **Amendment:** This Deed of Trust may only be amended by a written instrument signed by both the Trustor and the Beneficiary.

**IN WITNESS WHEREOF, the parties hereto have executed this Deed of Trust as of the date first above written.**

**Trustor (Borrower):**

[Trustor’s Signature]

**Trustee:**

[Trustee’s Signature]

**Beneficiary (Lender):**

[Beneficiary’s Signature]

**Notary Acknowledgment:**  
State of [State Name]  
County of [County Name]

On this [Date], before me, the undersigned Notary Public, personally appeared [Name(s) of Person(s) Signing], known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein stated.

Notary Public  
My Commission Expires: [Date]