**DEED OF TRUST**

This Deed of Trust is made this \_\_\_ day of \_\_\_\_\_\_\_***, 20***, by and between:

**Trustor**:  
(Party Borrowing Money/Property)  
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Trustee**:  
(Party Acting as Trustee)  
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Beneficiary**:  
(Party Lending Money)  
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RECITALS**  
WHEREAS, the Trustor is indebted to the Beneficiary in the principal sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_ with interest as specified in the attached Promissory Note (the "Note"); and

WHEREAS, to secure the payment of the indebtedness described in the Note, the Trustor has agreed to execute this Deed of Trust, granting the Trustee a lien on the property described herein;

NOW, THEREFORE, for value received, the Trustor hereby grants and conveys to the Trustee, in trust, with power of sale, the real property located at:

**Legal Description of the Property**:  
(Address and legal description of the property)

**SECURITY INTEREST**  
This Deed of Trust secures the payment and performance of the obligations set forth in the Note and any other sums due under this Deed of Trust. The Trustor agrees to pay the indebtedness in accordance with the terms of the Note, and agrees to maintain the property in good condition, free from liens and encumbrances except as provided herein.

**DEFAULT AND REMEDIES**  
In the event of default by the Trustor in the payment of the indebtedness, or in the performance of any other covenant, the Beneficiary may declare the entire balance due and payable and, upon written notice of such default to the Trustor, may proceed to enforce the terms of this Deed of Trust, including foreclosure of the property.

**POWER OF SALE**  
If the Trustor defaults in the performance of any obligation secured by this Deed of Trust, the Trustee, acting at the direction of the Beneficiary, is authorized to sell the property in accordance with applicable law.

**MISCELLANEOUS**

1. **Governing Law**: This Deed of Trust shall be governed by and construed in accordance with the laws of the state of \_\_\_\_\_\_\_\_\_\_\_\_.
2. **Notices**: All notices under this Deed of Trust shall be in writing and delivered to the addresses set forth above.
3. **Binding Effect**: This Deed of Trust shall bind and benefit the parties, their successors, and assigns.

IN WITNESS WHEREOF, the Trustor has executed this Deed of Trust as of the date first above written.

Trustor’s Signature

Trustee’s Signature (if applicable)

Beneficiary’s Signature (if applicable)

**NOTARY ACKNOWLEDGMENT**  
State of \_\_\_\_\_\_\_\_\_\_\_  
County of \_\_\_\_\_\_\_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_\_\_***, 20***, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_ (Trustor), known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that (he/she) executed the same for the purposes therein contained.

WITNESS my hand and official seal.

Notary Public  
My commission expires: \_\_\_\_\_\_\_\_\_\_\_