**DEED OF TRUST**

This Deed of Trust (the “Deed”) is executed this \_\_\_ day of \_\_\_\_\_\_\_***, 20***, by the undersigned trustor (“Trustor”), whose address is:

and is delivered to the undersigned trustee (“Trustee”), whose address is:

for the benefit of the undersigned beneficiary (“Beneficiary”), whose address is:

**RECITALS**  
WHEREAS, Trustor is indebted to Beneficiary, as evidenced by a Promissory Note of even date herewith in the principal amount of $\_\_\_\_\_\_\_\_\_\_\_ (the “Note”), which is payable in accordance with the terms and conditions set forth therein; and

WHEREAS, Trustor desires to secure the payment of the Note and the performance of other obligations under this Deed of Trust by granting a lien on the real property described below to Trustee in trust for the benefit of Beneficiary.

**NOW, THEREFORE**, for and in consideration of the sum of $\_\_\_\_\_\_\_\_\_\_ and other good and valuable consideration, the receipt of which is hereby acknowledged, Trustor does hereby grant, bargain, sell, and convey to Trustee, in trust, with power of sale, the following described real property (the “Property”):

**LEGAL DESCRIPTION OF PROPERTY**:  
(Address or legal description of the property)

This Deed of Trust is executed as security for the payment and performance of the following obligations:

1. **Indebtedness**: The indebtedness evidenced by the Note and any renewals or extensions thereof.
2. **Additional Obligations**: Any and all other obligations of the Trustor to the Beneficiary, as detailed in this Deed of Trust.

**COVENANTS OF THE TRUSTOR**

1. **Payment**: Trustor shall promptly pay the indebtedness according to the terms of the Note and this Deed of Trust.
2. **Maintenance**: Trustor shall maintain the Property in good condition and repair and shall not commit any act that would result in the Property becoming subject to any lien, charge, or encumbrance, other than this Deed of Trust.
3. **Taxes and Insurance**: Trustor shall pay all taxes, assessments, and insurance premiums on the Property as they come due.
4. **Title**: Trustor warrants that the Property is free and clear of all encumbrances except as specifically stated in this Deed of Trust.

**DEFAULT AND REMEDIES**

1. **Event of Default**: An event of default shall occur if Trustor fails to make any required payment under the Note, fails to perform any other covenant or condition of this Deed of Trust, or becomes insolvent.
2. **Acceleration**: Upon default, Beneficiary may declare the entire unpaid balance of the Note immediately due and payable.
3. **Foreclosure and Sale**: In the event of default, Trustee, acting on behalf of Beneficiary, may proceed with foreclosure and sale of the Property in accordance with the law and the terms of this Deed of Trust.

**POWER OF SALE**  
If Trustor defaults, Trustee is authorized, at the direction of Beneficiary, to sell the Property in a commercially reasonable manner to satisfy the indebtedness owed under this Deed of Trust. The sale shall be conducted in accordance with the laws of the state where the Property is located.

**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 of the parties as stated herein or as otherwise specified.
3. **Binding Effect**: This Deed of Trust shall bind the Trustor, Trustee, Beneficiary, and their respective successors and assigns.

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

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: \_\_\_\_\_\_\_\_\_\_\_