**DEED OF TRUST**

**THIS DEED OF TRUST** is made as of the \_\_\_ day of \_\_\_\_\_\_\_***, 20***, by and between:

**Trustor**:  
(Name of Borrower)  
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Trustee**:  
(Name of Trustee)  
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Beneficiary**:  
(Name of Lender)  
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RECITALS**  
WHEREAS, Trustor is indebted to the Beneficiary, evidenced by a promissory note (the "Note") dated \_\_\_\_\_\_\_***, 20***, in the original principal sum of $\_\_\_\_\_\_\_\_\_\_\_, with interest and other terms as set forth in the Note; and

WHEREAS, Trustor wishes to secure the payment of this debt by granting a lien on the real property described below to the Trustee, for the benefit of the Beneficiary.

**NOW, THEREFORE**, in consideration of the premises, and for the purpose of securing the repayment of the Note and the performance of all other obligations of the Trustor to the Beneficiary, the Trustor hereby grants, conveys, and transfers to the Trustee, in trust, with power of sale, the following described real property:

**PROPERTY DESCRIPTION**  
(Address and legal description of the property)

**TO HAVE AND TO HOLD** the Property unto the Trustee and its successors and assigns, forever, subject to the terms and conditions set forth below.

**COVENANTS AND AGREEMENTS**

1. **Obligations Secured**: This Deed of Trust secures the repayment of the indebtedness evidenced by the Note and any additional obligations of the Trustor to the Beneficiary under any agreement, including the performance of all covenants contained herein.
2. **Payment of Debt**: Trustor agrees to pay the Note according to its terms, including any extensions, renewals, or modifications thereof.
3. **Taxes, Insurance, and Maintenance**: Trustor agrees to:
   * Pay all taxes, assessments, and other charges related to the Property when due.
   * Maintain insurance on the Property against loss by fire, theft, and other hazards as may be required by the Beneficiary.
   * Keep the Property in good condition and repair, and refrain from committing waste or permitting any liens or encumbrances to be placed on the Property, other than this Deed of Trust.
4. **Default**: An event of default will occur if Trustor fails to:
   * Make any payment required under the Note or this Deed of Trust when due.
   * Perform any other obligation or covenant contained herein.
   * Become insolvent or file for bankruptcy.
5. **Acceleration**: Upon the occurrence of a default, the Beneficiary may declare the entire balance of the Note due and payable immediately, and the Trustee may proceed with foreclosure and sale of the Property.
6. **Power of Sale**: If the Trustor defaults in the performance of any obligation secured by this Deed of Trust, the Trustee shall have the power to sell the Property at public auction, in accordance with applicable law. The proceeds of the sale shall be applied to the payment of the indebtedness, including any costs and expenses incurred in connection with the foreclosure process.
7. **Assignment of Rents**: If the Property includes rental real estate, Trustor assigns to the Beneficiary the rents, issues, and profits of the Property, subject to a prior right to collect rents for Trustor’s use until default.
8. **Governing Law**: This Deed of Trust is governed by the laws of the State of \_\_\_\_\_\_\_\_\_\_\_.

**GENERAL PROVISIONS**

1. **Binding Effect**: This Deed of Trust shall be binding upon the Trustor and the Trustor’s heirs, successors, and assigns, and inure to the benefit of the Beneficiary and its successors and assigns.
2. **Notices**: All notices required or permitted under this Deed of Trust shall be in writing and delivered to the addresses of the parties stated above or to such other addresses as may be provided in writing.
3. **Amendments**: Any amendment to this Deed of Trust must be made in writing and signed by both the Trustor and the Beneficiary.

**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: \_\_\_\_\_\_\_\_\_\_\_