**DEED OF TRUST**

This **Deed of Trust** (this “Deed”) is made and entered into 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 in the principal sum of $\_\_\_\_\_\_\_\_\_\_, as evidenced by a Promissory Note dated \_\_\_\_\_\_\_***, 20***, and wishes to secure such debt by a lien on the real property described below; and

WHEREAS, Beneficiary is willing to extend credit to Trustor, conditioned on the execution of this Deed of Trust.

NOW, THEREFORE, for the mutual consideration set forth herein, the parties agree as follows:

**1. GRANT OF SECURITY INTEREST**

Trustor hereby grants, transfers, and conveys to Trustee, in trust, the real property located at the following address:

**Legal Description of Property**:  
(Address or legal description)

This property is hereinafter referred to as the "Property."

**2. OBLIGATIONS SECURED**

This Deed of Trust secures the payment of the following obligations:

1. The repayment of the Promissory Note executed by Trustor, including all principal, interest, and late charges; and
2. Any other obligations of Trustor to the Beneficiary under any agreement related to the Property or the Note.

**3. COVENANTS OF TRUSTOR**

Trustor agrees to:

1. **Payment**: Pay the indebtedness according to the terms of the Note.
2. **Taxes and Insurance**: Pay all property taxes, insurance premiums, and assessments on the Property.
3. **Maintenance**: Keep the Property in good condition and free from waste.
4. **No Liens**: Ensure no other liens or encumbrances are placed on the Property except as expressly permitted.

**4. DEFAULT**

The following events shall constitute a default under this Deed of Trust:

1. **Nonpayment**: Failure to make any payment under the Note when due.
2. **Breach**: Failure to perform any other obligation contained in this Deed of Trust.
3. **Insolvency**: If Trustor becomes insolvent or enters bankruptcy proceedings.

**5. REMEDIES UPON DEFAULT**

In the event of a default, the Beneficiary may:

1. **Declare the Debt Due**: Declare the entire outstanding balance of the indebtedness immediately due and payable.
2. **Foreclosure**: Initiate foreclosure proceedings to sell the Property and satisfy the debt.
3. **Power of Sale**: Trustee is authorized to sell the Property at a public auction in accordance with state law.

**6. ADDITIONAL PROVISIONS**

1. **Governing Law**: This Deed of Trust shall be governed by the laws of the state of \_\_\_\_\_\_\_\_\_\_\_\_\_.
2. **Binding Effect**: This Deed of Trust shall bind and benefit the parties and their respective heirs, successors, and assigns.
3. **Notice**: Any notice required under this Deed of Trust shall be in writing and delivered to the addresses stated above.
4. **Amendments**: Any amendment to this Deed of Trust must be in writing and signed by both Trustor and Beneficiary.

**IN WITNESS WHEREOF, the parties hereto have executed this Deed of Trust as of the day and year 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: \_\_\_\_\_\_\_\_\_\_\_