**DEED OF TRUST**

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

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

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

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

**RECITALS**

WHEREAS, Borrower is indebted to Lender for the sum of $\_\_\_\_\_\_\_\_\_\_\_, as evidenced by a Promissory Note dated \_\_\_\_\_\_\_***, 20*** (the “Note”); and

WHEREAS, Borrower desires to secure the repayment of the debt described in the Note by granting a lien on the property described below to a third-party Trustee, for the benefit of Lender.

**NOW, THEREFORE**, in exchange for good and valuable consideration, the parties agree as follows:

**1. TRANSFER OF TITLE TO TRUSTEE**

Borrower grants and transfers to Trustee, in trust, the following real property:

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

**2. PURPOSE OF THIS DEED**

This Deed of Trust is made to secure the payment and performance of the following obligations:

* The repayment of the loan described in the Promissory Note and any amendments or modifications to it.
* Any other obligations of Borrower to Lender related to this Deed of Trust.

**3. BORROWER'S COVENANTS**

Borrower agrees to the following:

1. **Repayment**: Borrower will make timely payments according to the terms of the Note.
2. **Taxes and Insurance**: Borrower will pay all property taxes and keep the property insured as required by Lender.
3. **Property Care**: Borrower will maintain the property and not allow it to fall into disrepair or suffer damage.
4. **Avoid Liens**: Borrower will not allow any new liens or claims on the property, except as allowed by this Deed of Trust.

**4. EVENTS OF DEFAULT**

An event of default will occur if:

1. **Nonpayment**: Borrower fails to make any required payment under the Note.
2. **Breach of Agreement**: Borrower violates any of the terms of this Deed of Trust.
3. **Bankruptcy or Insolvency**: Borrower becomes insolvent or files for bankruptcy.

**5. REMEDIES FOR DEFAULT**

If Borrower defaults, Lender may take the following actions:

1. **Acceleration of Debt**: Lender can declare the entire amount of the debt immediately due and payable.
2. **Foreclosure**: Lender may proceed with foreclosure, selling the property to recover the outstanding balance of the debt.
3. **Power of Sale**: If authorized, Trustee may sell the property at a public auction to satisfy the debt.

**6. POWER OF SALE**

If Borrower defaults, Trustee has the power to sell the property. The sale may occur without a court proceeding, provided that the applicable notice and procedural requirements are followed under the law.

**7. ASSIGNMENT OF RENTS (IF APPLICABLE)**

If the property is rental property, Borrower assigns to Lender all rents, income, and profits derived from the property. Borrower may continue to collect rents until an event of default occurs.

**8. GOVERNING LAW**

This Deed of Trust will be governed by the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_.

**9. GENERAL TERMS**

1. **Binding Effect**: This Deed of Trust is binding on Borrower and its heirs, successors, and assigns, and benefits Lender and its successors and assigns.
2. **Notices**: Any notice required under this Deed of Trust must be in writing and delivered to the respective parties at the addresses listed above or to any updated address the parties provide in writing.
3. **Amendments**: Any changes to this Deed of Trust must be made in writing and signed by both Borrower and Lender.

**EXECUTION**

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

Signature of Borrower (Trustor)

Signature of Trustee

Signature of Lender (Beneficiary)

**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 \_\_\_\_\_\_\_\_\_\_\_ (Borrower), known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this document, and acknowledged that (he/she) executed the same for the purposes therein contained.

WITNESS my hand and official seal.

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