**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 Beneficiary in the principal sum of $\_\_\_\_\_\_\_\_\_\_ (the “Loan”), as evidenced by a Promissory Note (the “Note”) executed by Trustor and dated \_\_\_\_\_\_\_***, 20***, which loan is payable in accordance with the terms of the Note; and

WHEREAS, Trustor desires to secure the payment of this Loan and the performance of Trustor's obligations under the Note by granting a lien on the real property described below to Trustee, for the benefit of Beneficiary.

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

**1. GRANT OF SECURITY INTEREST**

Trustor hereby grants, bargains, sells, and conveys to Trustee, in trust, with power of sale, the following real property (the “Property”):

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

**2. OBLIGATIONS SECURED**

This Deed of Trust secures the following obligations:

1. Payment of the debt described in the Note and all extensions, renewals, or modifications thereof.
2. Payment of any other obligations of Trustor to Beneficiary related to the Property.

**3. COVENANTS OF THE TRUSTOR**

Trustor agrees to:

1. **Payment**: Pay the Loan in accordance with the terms of the Note.
2. **Taxes and Insurance**: Maintain the Property, pay all real estate taxes, and carry adequate insurance on the Property.
3. **No Waste**: Keep the Property in good condition and prevent waste or damage to the Property.
4. **No Liens**: Not allow any liens, encumbrances, or claims against the Property, except those allowed by this Deed of Trust.

**4. DEFAULT**

An event of default occurs if:

1. **Nonpayment**: Trustor fails to make any required payments under the Note.
2. **Breach of Covenant**: Trustor breaches any covenant or condition of this Deed of Trust.
3. **Bankruptcy/Insolvency**: Trustor becomes bankrupt, insolvent, or undergoes a legal proceeding for debt relief.

**5. REMEDIES UPON DEFAULT**

Upon default, the Beneficiary may:

1. **Acceleration**: Declare the entire amount owed under the Note immediately due and payable.
2. **Foreclosure**: Initiate foreclosure proceedings and sell the Property at public auction to satisfy the debt.
3. **Power of Sale**: Trustee may sell the Property without court action if the Trustor defaults, in accordance with applicable law.

**6. POWER OF SALE**

If Trustor defaults, the Trustee is authorized to sell the Property at a public auction, after providing the necessary notices as required by law, and apply the proceeds to the debt, including any fees or costs of sale.

**7. ASSIGNMENT OF RENTS**

If the Property includes rental property, Trustor assigns to Beneficiary all rents, issues, and profits from the Property, but Trustor may continue to collect rents until default.

**8. GOVERNING LAW**

This Deed of Trust is governed by and construed in accordance with the laws of the State of \_\_\_\_\_\_\_\_\_\_\_.

**9. MISCELLANEOUS**

1. **Binding Effect**: This Deed of Trust is binding upon the Trustor and their successors and assigns and inures to the benefit of the Beneficiary and their 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 stated above.

**IN WITNESS WHEREOF, the parties 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: \_\_\_\_\_\_\_\_\_\_\_