**DEED OF TRUST**

This **Deed of Trust** is made this \_\_\_ day of \_\_\_\_\_\_\_***, 20***, by:

**Trustor**:  
**[Borrower’s Full Legal Name]**  
Address: **[Borrower’s Address]**

**Beneficiary** (Lender):  
**[Lender’s Full Legal Name]**  
Address: **[Lender’s Address]**

**Trustee**:  
**[Trustee’s Full Legal Name]**  
Address: **[Trustee’s Address]**

**RECITALS**

WHEREAS, the Trustor is indebted to the Beneficiary in the amount of **$\_\_\_\_\_\_\_\_\_** (the "Loan"), as evidenced by a Promissory Note of even date herewith (the "Note");

WHEREAS, the Trustor desires to secure the repayment of the Loan by granting a security interest in the real property described below to the Trustee, in trust, for the benefit of the Beneficiary;

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00), the execution and delivery of the Note, and the mutual covenants contained herein, the Trustor hereby grants, bargains, and conveys to the Trustee, in trust, with power of sale, the following described real property (the "Property"):

**[Legal Description of the Property]**  
(Street Address: **[Property Address]**, Liberty County, Georgia)  
Parcel Number: **[Parcel Number]**

**COVENANTS**

1. **Payment of Debt**: The Trustor promises to pay the Loan to the Beneficiary in accordance with the terms of the Note, which is incorporated herein by reference.
2. **Obligations of Trustor**: The Trustor agrees to:
   * Pay all taxes, assessments, and other charges that may be levied or assessed against the Property.
   * Maintain insurance on the Property as required by the Beneficiary.
   * Keep the Property in good repair and condition, free from waste.
3. **Trustee’s Powers**: If the Trustor defaults in the payment of the Loan or fails to perform any of the obligations under this Deed of Trust or the Note, the Trustee may, at the request of the Beneficiary, declare the entire balance of the Loan due and payable, and the Trustee is authorized to foreclose on the Property by judicial or non-judicial foreclosure, as permitted by Georgia law.
4. **Power of Sale**: In the event of a default, the Trustee, after providing the required notice and waiting for the statutory period, is authorized to sell the Property at public auction to satisfy the debt. The sale proceeds will be applied to the Loan, and any surplus will be paid to the Trustor.
5. **Trustor’s Right to Redeem**: If the Trustee conducts a non-judicial foreclosure sale, the Trustor shall have the right to redeem the Property by paying the full amount due under the Loan, including any fees and costs, at any time before the sale is completed.
6. **Assignment of Rents**: The Trustor assigns to the Beneficiary the rents, issues, and profits from the Property as additional security for the Loan. The Trustor agrees that upon default, the Beneficiary may collect such rents.
7. **Waivers**: The Trustor waives the right to a trial by jury and any other defenses or objections to foreclosure, except those required by law.
8. **Governing Law**: This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Georgia.
9. **Binding Effect**: This Deed of Trust binds the Trustor and their heirs, personal representatives, successors, and assigns, and inures to the benefit of the Beneficiary and their successors and assigns.

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

**Trustor’s Signature**:

Signature of Trustor  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Beneficiary’s Signature**:

Signature of Beneficiary  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Trustee’s Acknowledgment**:

Signature of Trustee  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTARY ACKNOWLEDGMENT (Required for Recording in Liberty County)**

State of **Georgia**  
County of **Liberty**

On this \_\_\_ day of \_\_\_\_\_\_\_***, 20***, before me, the undersigned, a Notary Public in and for the State of Georgia, personally appeared **[Trustor’s Name]**, **[Beneficiary’s Name]**, and **[Trustee’s Name]**, known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and official seal.

Notary Public  
My Commission Expires: \_\_\_\_\_\_\_  
My Notary ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT "A"**

**Legal Description of the Property**  
[Provide the full legal description of the property as required for recording.]