**DEED OF TRUST**

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

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

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

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

**RECITALS**:

WHEREAS, Trustor is indebted to Beneficiary in the principal sum of $\_\_\_\_\_\_\_\_\_\_ (the “Loan”), as evidenced by a Promissory Note (the “Note”) dated \_\_\_\_\_\_\_***, 20***, executed by Trustor and payable to the order of Beneficiary, and the payment of such sum is secured by this Deed of Trust;

NOW, THEREFORE, for valuable consideration, Trustor hereby irrevocably grants, transfers, and conveys to Trustee, in trust, with power of sale, the following real property (the “Property”) situated in the County of \_\_\_\_\_\_\_\_\_\_, State of California:

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

**1. OBLIGATIONS SECURED**

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

* The repayment of the Loan in accordance with the terms of the Note; and
* Any and all other sums, including interest, fees, and expenses, that may become due under this Deed of Trust or the Note.

**2. TRUSTOR'S COVENANTS**

Trustor agrees to:

1. **Payment of Debt**: Trustor shall pay the Loan in accordance with the terms of the Note.
2. **Insurance**: Trustor shall maintain insurance on the Property, including fire and casualty insurance, in an amount sufficient to cover the full replacement value of the Property.
3. **Taxes and Assessments**: Trustor shall pay all taxes, assessments, and other charges levied on the Property.
4. **Property Maintenance**: Trustor shall maintain the Property in good condition and not commit waste.
5. **No Additional Liens**: Trustor shall not permit any other liens or encumbrances on the Property without the consent of Beneficiary.

**3. DEFAULT AND ACCELERATION**

The following events shall constitute an event of default:

1. **Failure to Pay**: If Trustor fails to make any required payments under the Note.
2. **Breach of Covenant**: If Trustor fails to comply with any of the terms or conditions set forth in this Deed of Trust.
3. **Insolvency**: If Trustor becomes insolvent or files for bankruptcy.

Upon default, Beneficiary may declare the entire amount due and payable and exercise the remedies provided herein.

**4. REMEDIES UPON DEFAULT**

Upon default, Beneficiary may exercise the following remedies:

1. **Acceleration of Debt**: Beneficiary may declare the entire outstanding balance of the Loan immediately due and payable.
2. **Foreclosure**: Beneficiary may initiate foreclosure proceedings to sell the Property.
3. **Power of Sale**: Trustee may sell the Property at public auction, in accordance with the laws of California, to satisfy the debt.

**5. POWER OF SALE**

If Trustor defaults, Trustee is authorized to sell the Property at a public auction and apply the proceeds to satisfy the debt, in accordance with the laws of California. Trustee shall have the power to conduct the sale without court action, following the legal procedures required under California law.

**6. ASSIGNMENT OF RENTS**

If the Property is rental property, Trustor hereby assigns to Beneficiary all rents, income, and profits derived from the Property. Trustor may collect such rents until an event of default occurs.

**7. GOVERNING LAW**

This Deed of Trust shall be governed by the laws of the State of California.

**8. NOTICES**

Any notices required under this Deed of Trust shall be in writing and shall be delivered to the addresses provided above or any updated addresses as provided in writing.

**9. SEVERABILITY**

If any provision of this Deed of Trust is determined to be invalid or unenforceable, the remainder of the Deed of Trust shall remain in full force and effect.

**10. MISCELLANEOUS**

1. **Binding Effect**: This Deed of Trust shall bind and benefit the parties and their respective successors and assigns.
2. **Amendments**: Any amendments to this Deed of Trust must be in writing and executed by both Trustor and Beneficiary.

**EXECUTION**

IN WITNESS WHEREOF, the undersigned have executed this Deed of Trust on the day and year first above written.

Signature of Trustor (Borrower)

Signature of Trustee

Signature of Beneficiary (Lender)

**NOTARY ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_\_\_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_\_\_***, 20***, before me, the undersigned, a Notary Public in and for the State of California, 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 this 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: \_\_\_\_\_\_\_\_\_\_\_