**DEED OF TRUST**

**THIS DEED OF TRUST** is made this \_\_\_ 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 amount 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 Loan 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 **Los Angeles**, 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 as outlined in the Note; and
* Any additional sums, including interest, late fees, or other charges, which may become due under this Deed of Trust or the Note.

**2. TRUSTOR'S COVENANTS**

Trustor hereby covenants and agrees as follows:

1. **Repayment of Debt**: Trustor agrees to make timely payments of the Loan as set forth in the Note.
2. **Insurance**: Trustor agrees to keep the Property insured against loss by fire, flood, and other risks as specified by Beneficiary.
3. **Taxes and Assessments**: Trustor agrees to pay all property taxes, assessments, and charges on the Property.
4. **Property Maintenance**: Trustor agrees to maintain the Property in good condition, preventing waste, damage, or deterioration.
5. **No Liens**: Trustor agrees not to permit any additional liens or encumbrances to be placed upon the Property without the prior written consent of Beneficiary.

**3. DEFAULT AND ACCELERATION**

An event of default will occur if:

1. **Failure to Pay**: Trustor fails to make any required payments under the Note or this Deed of Trust.
2. **Breach of Covenant**: Trustor fails to comply with any covenant or condition of this Deed of Trust.
3. **Bankruptcy**: Trustor files for bankruptcy or becomes insolvent.

In the event of default, Beneficiary may accelerate the entire balance of the Loan and exercise any rights under this Deed of Trust.

**4. REMEDIES UPON DEFAULT**

Upon default, Beneficiary may choose to exercise one or more of the following remedies:

1. **Acceleration of Debt**: Beneficiary may declare the entire balance of the Loan immediately due and payable.
2. **Foreclosure**: Beneficiary may initiate foreclosure proceedings, including non-judicial foreclosure as provided by California law.
3. **Power of Sale**: Trustee may sell the Property at public auction in accordance with California law.

**5. POWER OF SALE**

In the event of default by Trustor, Trustee is authorized to sell the Property at a public auction. The sale shall be conducted in accordance with California law, including the requirements for notice and procedure set forth in the California Civil Code. The proceeds from such sale will be used to pay the Loan balance, including any costs associated with the sale.

**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 retains the right to collect rents until an event of default occurs.

**7. GOVERNING LAW**

This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California, including the laws pertaining to real property transactions and non-judicial foreclosures.

**8. NOTICES**

Any notices required under this Deed of Trust must be in writing and shall be delivered to the parties at their respective addresses as specified above, or as updated in writing. Notices may be delivered in person, by certified mail, or by other legally acceptable means.

**9. SEVERABILITY**

If any provision of this Deed of Trust is deemed 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 hereto, their heirs, successors, and assigns.
2. **Amendments**: This Deed of Trust may only be modified or amended by a written agreement signed by both Trustor and Beneficiary.
3. **Entire Agreement**: This Deed of Trust, along with the Note, constitutes the entire agreement between the parties concerning the subject matter hereof.

**EXECUTION**

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

Signature of Trustor (Borrower)

Signature of Trustee

Signature of Beneficiary (Lender)

**NOTARY ACKNOWLEDGMENT**

State of California  
County of Los Angeles

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 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: \_\_\_\_\_\_\_\_\_\_\_

**Key Considerations for Los Angeles:**

1. **Los Angeles Property Regulations**: Ensure compliance with any local zoning, rent control (if applicable), or tenant protection laws if the property is rental property.
2. **Non-Judicial Foreclosure**: California allows **non-judicial foreclosure**, meaning that in the event of default, the property can be sold by the trustee without going to court, provided all procedures are followed.
3. **Local Taxes and Fees**: Ensure property taxes and other fees, such as transfer taxes or special assessments unique to Los Angeles, are accounted for in the covenants section.