**DEED OF TRUST**

This **Deed of Trust** ("Deed") is made this **[Date]**, by and between:

**Trustor (Borrower):**  
[Name of Borrower]  
Address: [Borrower’s Address]

**Trustee:**  
[Name of Trustee]  
Address: [Trustee’s Address]

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

**RECITALS:**

WHEREAS, the Trustor has executed a promissory note (the "Note") in the principal sum of **[Loan Amount]** to the Beneficiary, which note is secured by this Deed of Trust, and

WHEREAS, the Trustor desires to secure the payment of the Note and other obligations by granting a lien on the real property described below, subject to the terms and conditions set forth herein.

**1. GRANTING CLAUSE:**

The Trustor, in consideration of the indebtedness and the obligations secured by this Deed of Trust, does hereby grant, bargain, sell, convey, and assign to the Trustee, the following real property (the "Property") located in the County of [County Name], State of [State Name]:

Address: [Property Address]  
Legal Description: [Legal Description of Property]

**2. SECURITY FOR PAYMENT:**

This Deed of Trust secures the payment of the Note in the amount of **[Loan Amount]**, plus interest, late fees, and any other sums due under the Note, and provides for the enforcement of such payment under the terms set forth herein.

**3. OBLIGATIONS OF THE TRUSTOR:**

The Trustor agrees to:

* Pay the Note in accordance with its terms.
* Maintain the Property in good condition.
* Pay all property taxes, assessments, and insurance premiums.
* Not commit waste or allow others to do so on the Property.

**4. RIGHTS OF THE BENEFICIARY:**

In the event of default by the Trustor, the Beneficiary shall have the right to:

* Declare the entire principal balance of the Note immediately due and payable.
* Foreclose on the Property to satisfy the debt, including through a non-judicial sale if allowed by law.

**5. FORECLOSURE:**

In the event of default under the terms of the Note, the Trustee is hereby authorized to sell the Property in accordance with applicable state laws and use the proceeds to pay the outstanding debt owed to the Beneficiary.

**6. COVENANTS:**

The Trustor covenants and agrees as follows:

* To pay all amounts due under the Note and any other obligations.
* To keep the Property insured against fire, flood, and other hazards as required by the Beneficiary.
* To permit inspection of the Property by the Beneficiary.

**7. POWER OF SALE:**

Upon default of the Trustor, the Trustee shall have the power to sell the Property, without court intervention, through a public auction, and apply the proceeds towards the outstanding debt under the Note.

**8. MISCELLANEOUS:**

* **Governing Law:** This Deed of Trust shall be governed by the laws of the State of [State Name].
* **Notices:** Any notices required under this Deed of Trust shall be given in writing and delivered to the parties at their respective addresses listed above.

**IN WITNESS WHEREOF, the parties hereto have executed this Deed of Trust as of the day and year first above written.**

**Trustor (Borrower):**

[Name of Borrower]

**Trustee:**

[Name of Trustee]

**Beneficiary (Lender):**

[Name of Lender]

**Notary Acknowledgment:**  
State of [State Name]  
County of [County Name]

On this [Date], before me, a Notary Public, personally appeared [Name(s) of Person(s) Signing], known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein stated.

Notary Public  
My Commission Expires: [Notary Expiration Date]