**DEED OF TRUST**

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

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

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

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

For valuable consideration, the Trustor hereby grants, bargains, sells, conveys, and assigns to [Trustee’s Name], Trustee, the following real property (the "Property") located in [County Name], [State Name]:

Address: [Property Address]  
Legal Description: [Full 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):**

[Trustor’s Signature]

**Trustee:**

[Trustee’s Signature]

**Beneficiary (Lender):**

[Beneficiary’s Signature]

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

On this [Date], before me, [Notary Name], a Notary Public, personally appeared [Names 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: [Date]

**Key Points in the Template:**

* **Trustor (Borrower):** The individual or entity borrowing money.
* **Trustee:** The third-party who holds the title to the property until the debt is paid.
* **Beneficiary (Lender):** The lender or financial institution providing the loan.
* **Power of Sale:** A provision allowing the trustee to sell the property if the borrower defaults on the loan.