**DEED OF TRUST**

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

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

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

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

**RECITALS:**

WHEREAS, the Trustor has executed a promissory note (the "Note") in the principal amount of **[Loan Amount]** to the Beneficiary, and desires to secure the payment of this Note by granting a lien on the real property described below;

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, the Trustor hereby grants, bargains, sells, and conveys to the Trustee, in trust, with power of sale, the following real property (the "Property") located in [County Name], [State Name]:

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

**1. SECURITY FOR PAYMENT:**

This Deed of Trust secures the payment of the Note, which is in the principal amount of **[Loan Amount]**, together with interest, late fees, and any other sums due under the Note. The Deed also secures any future advances or obligations that may become due under the terms of the Note.

**2. OBLIGATIONS OF THE TRUSTOR:**

The Trustor agrees and covenants:

* To pay the Note in accordance with its terms and conditions.
* To maintain the Property in good condition, free from waste, and to comply with all applicable laws and regulations.
* To pay any and all taxes, insurance premiums, and assessments associated with the Property.
* To keep the Property insured against hazards, as required by the Beneficiary.
* To allow the Beneficiary or Trustee to inspect the Property as reasonably requested.

**3. DEFAULT AND REMEDIES:**

In the event that the Trustor fails to perform the obligations under the Note or this Deed of Trust, including failure to make payments when due, the following remedies will apply:

* The Beneficiary may declare the entire balance of the Note immediately due and payable.
* The Trustee may, upon the request of the Beneficiary, initiate foreclosure proceedings, including the sale of the Property, according to the power of sale provisions herein.

**4. POWER OF SALE:**

In the event of default, the Trustee shall have the right, without the necessity of judicial intervention, to sell the Property at public auction to satisfy the indebtedness secured by this Deed of Trust. The sale shall be conducted in accordance with the applicable laws of [State Name] governing foreclosure by power of sale.

**5. COVENANTS AND WARRANTIES:**

The Trustor warrants and represents the following:

* The Trustor is the sole owner of the Property, and has the legal right to encumber the Property by this Deed of Trust.
* The Property is free from all liens and encumbrances, except as disclosed to the Beneficiary.
* The Trustor will not sell, transfer, or encumber the Property without the written consent of the Beneficiary.

**6. NOTICE OF DEFAULT:**

In the event of a default, the Beneficiary will provide the Trustor with written notice of the default and the opportunity to cure the default before initiating any foreclosure proceedings, as required by law.

**7. ASSIGNMENT OF RENTS:**

The Trustor hereby assigns to the Beneficiary all rents, issues, and profits from the Property, effective upon default, and the Beneficiary may collect such rents as additional security for the loan.

**8. MISCELLANEOUS:**

* **Governing Law:** This Deed of Trust shall be governed by and construed in accordance with the laws of the State of [State Name].
* **Severability:** If any provision of this Deed of Trust is found to be invalid, illegal, or unenforceable, the remainder shall remain in full force and effect.
* **Amendments:** This Deed of Trust may only be modified or amended by a written agreement signed by both the Trustor and Beneficiary.

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

**Trustor (Borrower):**

[Signature of Borrower]

**Trustee:**

[Signature of Trustee]

**Beneficiary (Lender):**

[Signature of Lender]

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

On this [Date], before me, the undersigned Notary Public, personally appeared [Name of Trustor], [Name of Trustee], and [Name of Lender], 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]