FILED AT THE REQUEST OF: WHEN RECORDED RETURN TO:

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**DEED OF TRUST**

THIS DEED OF TRUST, made and entered into this day by and between

, a

, whose addresses is

(herein designated as "Grantor"), and

, as Trustee, and

, a

, whose address is

, as Beneficiary (herein designated as "Secured Party"), WITNESSETH:

WHEREAS, Grantor is indebted to Secured Party evidenced by a Promissory Note of even date herewith in favor of Secured Party, providing for payment of attorney's fees for collection if not paid according to the terms thereof and being due and payable as set forth below:

Note in the amount of

, together with \_\_\_% annual interest payable on or before the \_\_\_ day of every month until paid in full.

WHEREAS, Grantor desires to secure prompt payment of (a) the indebtedness described above according to its terms and any extensions thereof, (b) any additional and future advances with interest thereon which Secured Party may make to Grantor as provided in Paragraph 1, (c) any other indebtedness which Grantor may now or hereafter owe to Secured Party as provided in Paragraph 2 and (d) any advances with interest which Secured Party may make to protect the property herein conveyed as provided in Paragraphs 3, 4, 5 and 6 (all being herein referred to as the "indebtedness").

NOW THEREFORE, In consideration of the indebtedness herein recited, Grantor hereby conveys and warrants unto Trustee the land described below situated in the County of

, State of , and particularly described as follows:

together with all improvements and appurtenances now or hereafter erected on, and all fixtures of any and every description now or hereafter attached to, said land (all being herein referred to as the "Property").

THIS CONVEYANCE, HOWEVER, IS IN TRUST (subject to the covenants, stipulations and conditions below), to secure prompt payment of all existing and future indebtedness due by Grantor to Secured Party under the provisions of this Deed of Trust. If Grantor shall pay said indebtedness promptly when due and shall perform all covenants made by Grantor, then this conveyance shall be void and of no effect. If Grantor shall be in default as provided in Paragraph 9, then, in that event, the entire indebtedness, together with all interest accrued thereon, shall, at the option of Secured Party, be and become at once due and payable without notice to Grantor, and Trustee shall, at the request of Secured Party, sell the Property conveyed, or a sufficiency thereof, to satisfy the indebtedness at public outcry to the highest bidder for cash in accordance with the laws of the state in which the property is located.

Should Secured Party be a corporation or an unincorporated association, then any officer thereof may declare Grantor to be in default as provided in Paragraph 9 and request Trustee to sell the Property. Secured Party shall have the same right to purchase the property at the foreclosure sale, as would a purchaser who is not a Party to this Deed of Trust.

From the proceeds of the sale Trustee shall first pay all costs of the sale including reasonable compensation to the Trustee; then the indebtedness due Secured Party by Grantor, including accrued interest and attorney's fees due for collection of the debt; and then, lastly, any balance remaining to Grantor.

IT IS AGREED that this conveyance is made subject to the covenants, stipulations and conditions set forth below which shall be binding upon all parties hereto.

1. This Deed of Trust shall also secure all future and additional advances which Secured Party may make to Grantor from time to time upon the security herein conveyed. Such advances shall be optional with Secured Party and shall be on such terms as to amount,

maturity and rate of interest as may be mutually agreeable to both Grantor and Secured Party. Any such advance may be made to any one of the Grantors should there be more than one, and if so made, shall be secured by this Deed of Trust to the same extent as if made to all Grantors. However, on all transactions covered by Truth in Lending, when Grantor's notes, debts, obligations and liabilities to Secured Party (in any form) arising out of existing, concurrent and future credit granted by Secured Party are secured by this Deed of Trust, it will be so indicated on the document that evidences the transaction. Therefore this Deed of Trust will in no way secure any form of credit governed by the Truth in Lending Act unless the document which evidences the Credit Transaction indicates by proper disclosure that the Transaction is secured by this Deed of Trust.

1. This Deed of Trust shall also secure any and all other indebtedness of Grantor due to Secured Party with interest thereon as specified, or of any one of the Grantors should there be more than one, whether direct or contingent, primary or secondary, sole, joint or several, now existing or hereafter arising at any time before cancellation of this Deed of Trust. Such indebtedness may be evidenced by note, open account, overdraft, endorsement, guaranty or otherwise. However, on all transactions covered by Truth in Lending, when Grantor's notes, debts, obligations and liabilities to Secured Party (in any form) arising out of existing, concurrent and future credit granted by Secured Party are secured by this Deed of Trust, it will be so indicated on the document that evidences the transaction. Therefore this Deed of Trust will in no way secure any form of credit governed by the Truth in Lending Act unless the document which evidences the Credit Transaction indicates by proper disclosure that the Transaction is secured by this Deed of Trust.
2. Grantor shall keep all improvements on the land herein conveyed insured against fire, all hazards included within the term "extended coverage", flood in areas designated by the

U. S. Department of Housing and Urban Development as being subject to overflow and such other hazards as Secured Party may reasonable require in such amounts as Grantor may determine but for not less than the indebtedness secured by this Deed of Trust. All policies shall be written by reliable insurance companies acceptable to Secured Party, shall include standard loss payable clauses in favor of Secured Party and shall be delivered to Secured Party, Grantor shall promptly pay when due all premiums charged for such insurance, and shall furnish Secured Party the premium receipts for inspection. Upon Grantor's failure to pay the premiums, Secured Party shall have the right, but not the obligation, to pay such premiums. In the event of a loss covered by the insurance in force, Grantor shall promptly notify Secured Party who may make proof of loss if timely proof is not made by Grantor. All loss payments shall be made directly to Secured Party as loss payee who may either apply the proceeds to the repair or restoration of the damaged improvements or to the indebtedness of Grantor, or release such proceeds in whole or in part to Grantor.

1. Grantor shall pay all taxes and assessments, general or special, levied against the Property or upon the Interest of Trustee or Secured Party therein, during the term of this

Deed of Trust before such taxes or assessments become delinquent, and shall furnish Secured Party the tax receipts for inspection. Should Grantor fail to pay all taxes and assessments when due, Secured Party shall have the right, but not the obligation, to make these payments.

1. Grantor shall keep the Property in good repair and shall not permit or commit waste, impairment or deterioration thereof. Grantor shall use the Property for lawful purposes only. Secured Party may make or arrange to be made entries upon and inspections of the Property after first giving Grantor notice prior to any inspection specifying a just cause related to Secured Party's interest in the Property. Secured Party shall have the right, but not the obligation, to cause needed repairs to be made to the Property after first affording Grantor a reasonable opportunity to make the repairs.

Should the purpose of the primary indebtedness for which this Deed of Trust is given as security be for construction of improvements on the land herein conveyed, Secured Party shall have the right to make or arrange to be made entries upon the Property and inspections of the construction in progress. Should Secured Party determine that Grantor is failing to perform such construction in a timely and satisfactory manner, Secured Party shall have the right, but not the obligation, to take charge of and proceed with the construction at the expense of Grantor after first affording Grantor a reasonable opportunity to continue the construction in a manner agreeable to Secured Party.

1. Any sums advanced by Secured Party for Insurance, taxes, repairs or construction as provided in Paragraphs 3, 4 and 5 shall be secured by this Deed of Trust as advances made to protect the Property and shall be payable by Grantor to Secured Party, with interest at the rate specified in the note representing the primary indebtedness, within thirty days following written demand for payment sent by Secured Party to Grantor by certified mail. Receipts for insurance premiums, taxes and repair or construction costs for which Secured Party has made payment shall serve as conclusive evidence thereof.
2. As additional security Grantor hereby assigns to Secured Party all rents accruing on the Property. Grantor shall have the right to collect and retain the rents as long as Grantor is not in default as provided in Paragraph 9. In the event of default, Secured Party in person, by an agent or by a judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and collect the rents. All rents so collected shall be applied first to the costs of managing the Property and collecting the rents, including fees for a receiver and an attorney, commissions to rental agents, repairs and other necessary related expenses and then to payments on the indebtedness.
3. This Deed of Trust (indenture) may not be assumed by any buyer from Grantor. Any attempted transfer of any interest in this property (including, but not limited to possession) will constitute a default and Secured Party may accelerate the entire balance of the indebtedness.
4. If Secured Party elects to exercise the option to accelerate, Secured Party shall send Grantor notice of acceleration by certified mail. Such notice shall provide a period of thirty days from the date of mailing within which Grantor may pay the indebtedness in full. If Grantor fails to pay such indebtedness prior to the expiration of thirty days, Secured Party may, without further notice to Grantor, invoke any remedies set forth in this Deed of Trust.
5. Grantor shall be in default under the provisions of the Deed of Trust if Grantor (a) shall fail to comply with any of Grantor's covenants or obligations contained herein, (b) shall fail to pay any of the indebtedness secured hereby, or any installment thereof or interest thereon, as such indebtedness, installment or interest shall be due by contractual agreement or by acceleration, (c) shall become bankrupt or insolvent or be placed in receivership, (d) shall, if a corporation, a partnership or an unincorporated association be dissolved voluntarily or involuntarily, or (e) if Secured Party in good faith deems itself insecure and its prospect of repayment seriously impaired.
6. Secured Party may at any time, without giving formal notice to the original or any successor Trustee, or to Grantor, and without regard to the willingness or inability of any such Trustee to execute this trust, appoint another person or succession of persons to act as Trustee, and such appointee in the execution of this trust shall have all the powers vested in and obligations imposed upon Trustee. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may make such appointment.
7. Each privilege, option or remedy provided in this Deed of Trust to Secured Party is distinct from every other privilege, option or remedy contained herein or afforded by law or equity, and may be exercised independently, concurrently, cumulatively or successively by Secured Party or by any other owner or holder of the indebtedness. Forbearance by Secured Party in exercising any privilege, option or remedy after the right to do so has accrued shall not constitute a waiver of Secured Party's right to exercise such privilege, option or remedy in event of any subsequent accrual.
8. The words "Grantor" or "Secured Party" shall each embrace one individual, two or more individuals, a corporation, a partnership or an unincorporated association, depending on the recital herein of the parties to this Deed of Trust. The covenants herein contained shall bind, and the benefits herein provided shall inure to, the respective legal or personal representatives, successors or assigns of the parties hereto subject to the provisions of Paragraph 8. If there be more than one Grantor, then Grantor's obligations shall be joint and several. Whenever in this Deed of Trust the context so requires, the singular shall include the plural and the plural the singular. Notices required herein from Secured Party to Grantor shall be sent to the address of Grantor shown in the Deed of Trust.
9. If any provision of this deed of trust shall be declared invalid, the intent of the parties is that the remaining provisions shall remain in full force and effect and shall be enforced.
10. This deed of trust shall be governed by the laws of the State of .

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust on the \_\_\_ day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

a

By President of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Corporation its General Partner/ Grantor

Acknowledgement

State of

)

) Ss.

County of )

On the day of , 20\_\_\_, before me, personally appeared

on behalf of a

, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Notary

My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LINE OF CREDIT PROMISSORY NOTE

$ Date: , 20\_\_

FOR VALUE RECEIVED, a ,

("Borrower") promises to pay to the order of , a

("Lender"), a/an

, the principal sum of

($ ), or so much thereof as may be disbursed to, or for the benefit of the Borrower by Lender in Lender's sole and absolute discretion. It is the intent of the Borrower and Lender hereunder to create a line of credit agreement between Borrower and Lender whereby Borrower may borrow up to $ from Lender; provided, however, that Lender has no obligation to lend Borrower any amounts hereunder and the decision to lend such money lies in the sole and complete discretion of the Lender.

WITNESSETH:

Grantor is indebted to Beneficiary in the sum of ($ ), lawful INTEREST & PRINCIPAL: The unpaid principal of this line of credit shall bear simple interest at the rate of percent ( %) per annum. Interest shall be calculated based on the principal balance as may be adjusted from time to time to reflect additional advances made hereunder. Interest on the unpaid balance of this Note shall accrue monthly but shall not be due and payable until such time as when the principal balance of this Note becomes due and payable. The principal balance of this Note shall be due and payable on , 20\_\_. There shall be no penalty for early repayment of all or any part of the principal.

SECURITY: This Note shall be secured by a Deed of Trust upon certain property owned by the Borrower located in County,

DEFAULT: The Borrower shall be in default of this Note on the occurrence of any of the following events: (i) the Borrower shall fail to meet its obligation to make the required principal or interest payments hereunder. (ii) the Borrower shall be dissolved or liquidated; (iii) the Borrower shall make an assignment for the benefit of creditors or shall be unable to, or shall admit in writing their inability to pay their debts as they become due; (iv) the Borrower shall commence any case, proceeding, or other action under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of Grantors, or any such action shall be commenced against the undersigned; (v) the Borrower shall suffer a receiver to be appointed for it or for any of its property or shall suffer a garnishment, attachment, levy or execution.

REMEDIES: Upon default of this Note, Lender may declare the entire amount due and owing hereunder to be immediately due and payable. Lender may also use all remedies in law and in equity to enforce and collect the amount owed under this Note.

Further, to secure the payment of said amount, the undersigned hereby authorizes, irrevocably, any attorney of any Court of Record to appear for the undersigned in such Court, in term time or vacation, at any time after maturity, and confess a judgment, without process, in favor of the holder of this Note, for such amount as may appear to be unpaid thereon, together with reasonable costs of collection, including reasonable attorney’s fees and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

At the option of the legal holder hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms hereof. All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

BORROWER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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By President of Corporation its General Partner/ Borrower