

# Deed of Trust Agreement

This Deed of Trust Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and among the following parties:

Trustor (Borrower): \_\_\_\_\_  
Trustee: \_\_\_\_\_  
Beneficiary (Lender): \_\_\_\_\_  
Property Address: \_\_\_\_\_

## 1. Grant of Deed of Trust

The Trustor hereby irrevocably grants, conveys, and assigns to the Trustee in trust, with power of sale, the following described real property:

Legal Description: \_\_\_\_\_  
\_\_\_\_\_

## 2. Obligations Secured

This Deed of Trust secures the payment of the principal sum of \$ \_\_\_\_\_, plus interest, and the performance of all provisions of the Promissory Note dated \_\_\_\_\_, executed by Trustor to the order of Beneficiary.

## 3. Trustee's Powers and Duties

The Trustee shall have the powers and duties as provided by applicable law and this Agreement, including the power of sale upon default by Trustor.

## 4. Representations and Covenants of Trustor

The Trustor represents and covenants that they are lawfully seized of the estate, have the right to convey, and the property is free of encumbrances except as expressly recorded.

## 5. Default

Upon default in the performance of any obligation secured by this Deed of Trust, the Beneficiary may declare the entire principal, interest, and any other sums due immediately, and request the Trustee to sell the property as provided by law.

## 6. Miscellaneous

This Agreement constitutes the entire agreement of the parties with respect to the subject matter herein and may only be modified in writing signed by all parties.

## IN WITNESS WHEREOF

The parties have executed this Deed of Trust Agreement as of the date first written above.

\_\_\_\_\_  
Trustor (Borrower) \_\_\_\_\_ Date

\_\_\_\_\_  
Trustee \_\_\_\_\_ Date

\_\_\_\_\_  
Beneficiary (Lender) \_\_\_\_\_ Date

*This is a sample template for informational purposes only and does not constitute legal advice. Parties should consult a qualified attorney before signing.*