

# Deed of Trust with Assignment of Rents

This Deed of Trust ("Deed"), made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Trustor"), whose address is \_\_\_\_\_, to \_\_\_\_\_ ("Trustee"), for the benefit of \_\_\_\_\_ ("Beneficiary"), whose address is \_\_\_\_\_.

## 1. Property

Trustor hereby irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, all that real property in the County of \_\_\_\_\_, State of \_\_\_\_\_, described as follows:

\_\_\_\_\_  
Together with all the improvements now or hereafter erected on the property, and all rents, issues and profits therefrom.

## 2. Obligations Secured

This Deed secures the performance of all obligations of the Trustor under the Note(s) dated \_\_\_\_\_ in the principal sum of \$ \_\_\_\_\_ payable to the order of Beneficiary.

## 3. Assignment of Rents

Trustor hereby absolutely and unconditionally assigns to Beneficiary all rents and profits arising from the property. Trustor shall have a license to collect and retain rents until an Event of Default.

## 4. Default and Remedies

Upon default by Trustor in the performance of any obligation secured hereby, Beneficiary may declare all sums secured by this Deed immediately due and payable, and invoke the power of sale and other remedies available under law.

## 5. Miscellaneous

- a. This Deed applies to, inures to the benefit of, and binds all parties and their successors and assigns.
- b. Governing Law: This Deed shall be governed by the laws of the State of \_\_\_\_\_.
- c. Trustor covenants that Trustor is lawfully seized and has the right to convey the Property.

## IN WITNESS WHEREOF

Trustor has executed this Deed of Trust as of the date first written above.

\_\_\_\_\_  
Trustor

\_\_\_\_\_  
Trustee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Beneficiary

Date: \_\_\_\_\_