

# RESIDENTIAL MORTGAGE DEED OF TRUST

This **Deed of Trust** ("Deed"), made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is between:

**Borrower(s):** \_\_\_\_\_

**Lender:** \_\_\_\_\_

**Trustee:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

## 1. Grant of Deed of Trust

For the purpose of securing the payment of the principal sum of \$\_\_\_\_\_, together with interest and all other sums due under the terms of the Note of even date herewith, Borrower hereby irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, the following described property ("Property") situated in the County of \_\_\_\_\_, State of \_\_\_\_\_, as further described as follows:

*Legal Description:*

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

## 2. Obligations Secured

This Deed of Trust secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions, and modifications thereof; (b) the performance of Borrower's covenants and agreements under this Deed of Trust and the Note.

## 3. Covenants of Borrower

Borrower covenants and agrees to keep the Property in good repair, pay all taxes and assessments, maintain adequate insurance, and not to commit waste. Borrower will comply with all applicable laws and not permit liens on the Property except as permitted herein.

## 4. Default and Foreclosure

Upon default in payment or performance of any obligation secured by this Deed of Trust, Lender may invoke the power of sale and other remedies as provided by applicable law.

## 5. Miscellaneous

This Deed of Trust shall bind and benefit the parties hereto and their respective heirs, successors, and assigns. Any amendment hereto must be in writing and signed by all parties.

## IN WITNESS WHEREOF

The parties hereto have executed this Deed of Trust as of the day and year first above written.

\_\_\_\_\_

Borrower

\_\_\_\_\_  
Borrower (if more than one)

\_\_\_\_\_  
Lender

\_\_\_\_\_  
Trustee

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_ who executed the foregoing instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

\_\_\_\_\_  
Notary Public

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