

# Residential Deed of Trust

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

## 1. Grant in Trust

For the purpose of securing payment of the indebtedness described below, the Trustor hereby grants, transfers, and assigns to the Trustee, in trust, all that certain real property located in the County of \_\_\_\_\_, State of \_\_\_\_\_, commonly known as: \_\_\_\_\_, and more particularly described as follows:

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\_\_\_\_\_

## 2. Secured Indebtedness

This Deed of Trust secures the following indebtedness: Promissory Note dated \_\_\_\_\_ in the original principal sum of \$\_\_\_\_\_, executed by Trustor payable to the order of Beneficiary, and all renewals, extensions or modifications thereof.

## 3. Covenants of Trustor

The Trustor hereby covenants and agrees:

- To pay when due the indebtedness secured by this Deed of Trust.
- To maintain and keep the property in good condition and repair.
- To pay all taxes, assessments, and other charges levied upon the property.
- Not to commit waste or permit impairment or deterioration of the property.

## 4. Default and Foreclosure

Upon default by the Trustor in payment or performance of any obligations secured hereby, the Beneficiary may declare all sums secured immediately due and payable and may invoke the power of sale and other remedies provided by law.

## 5. Reconveyance

Upon full payment and performance of the obligations secured, the Trustee shall reconvey the property to the Trustor.

IN WITNESS WHEREOF, the Trustor has executed this Deed of Trust as of the day and year first above written.

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**Trustor**

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**Trustee**

**Beneficiary**