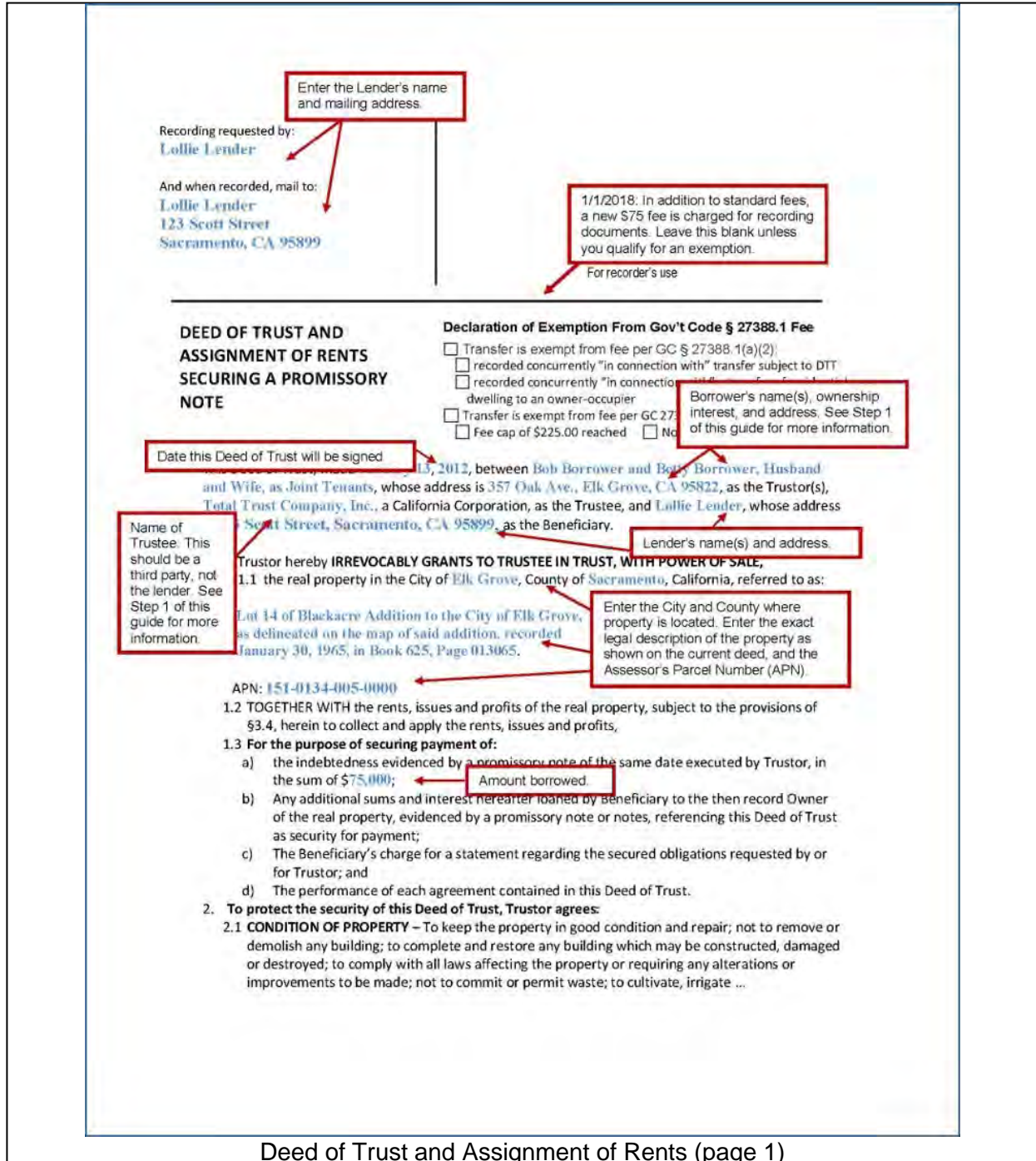


## Samples

The Deed of Trust must be in a format the Sacramento County Recorder's Office will accept. See the sample templates of the Deed of Trust and the Promissory Note below.



Recording requested by:  
**Lollie Lender**

And when recorded, mail to:  
**Lollie Lender**  
123 Scott Street  
Sacramento, CA 95899

1/1/2018: In addition to standard fees, a new \$75 fee is charged for recording documents. Leave this blank unless you qualify for an exemption.  
For recorder's use

**DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING A PROMISSORY NOTE**

**Declaration of Exemption From Gov't Code § 27388.1 Fee**

Transfer is exempt from fee per GC § 27388.1(a)(2):  
 recorded concurrently "in connection with" transfer subject to DTT  
 recorded concurrently "in connection with" transfer subject to DTT dwelling to an owner-occupier  
 Transfer is exempt from fee per GC 27388.1(a)(2) because:  
 Fee cap of \$225.00 reached  No

Borrower's name(s), ownership interest, and address. See Step 1 of this guide for more information.

Date this Deed of Trust will be signed

Trustor hereby **IRREVOCABLY GRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE,**

1.1 the real property in the City of Elk Grove, County of Sacramento, California, referred to as:

Lot 14 of Blackacre Addition to the City of Elk Grove, as delineated on the map of said addition, recorded January 30, 1965, in Book 625, Page 013065.

Enter the City and County where property is located. Enter the exact legal description of the property as shown on the current deed, and the Assessor's Parcel Number (APN).

APN: 151-0134-005-0000

1.2 TOGETHER WITH the rents, issues and profits of the real property, subject to the provisions of §3.4, herein to collect and apply the rents, issues and profits,

1.3 For the purpose of securing payment of:

a) the indebtedness evidenced by a promissory note of the same date executed by Trustor, in the sum of \$75,000; Amount borrowed.

b) Any additional sums and interest hereafter loaned by beneficiary to the then record Owner of the real property, evidenced by a promissory note or notes, referencing this Deed of Trust as security for payment;

c) The Beneficiary's charge for a statement regarding the secured obligations requested by or for Trustor; and

d) The performance of each agreement contained in this Deed of Trust.

2. To protect the security of this Deed of Trust, Trustor agrees:

2.1 **CONDITION OF PROPERTY** – To keep the property in good condition and repair; not to remove or demolish any building; to complete and restore any building which may be constructed, damaged or destroyed; to comply with all laws affecting the property or requiring any alterations or improvements to be made; not to commit or permit waste; to cultivate, irrigate ...

Deed of Trust and Assignment of Rents (page 1)



- 3.1 **ASSIGNMENT OF RENTS** – Trustor hereby assigns and transfers to Beneficiary all right, title and interest in rents generated by the property, including rents now due, past due, or to become due under any use of the property, to be applied to the obligations secured by this Deed of Trust.
  - a) Prior to a default on this Deed of Trust by Trustor, Trustor will collect and retain the rents
  - b) On default by Trustor, Beneficiary will immediately be entitled to possession of all unpaid rents.
- 3.2 **ACCELERATION** – If payment of any indebtedness or performance of any agreement secured by this Deed of Trust is in default, Beneficiary may at Beneficiary’s option, with or without notice to Trustor, declare all sums secured immediately due and payable by:
  - a) Commencing suit for their recovery or for foreclosure of this Deed of Trust
  - b) Delivering to Trustee a written notice declaring a default with demand for sale; a written Notice of Default and election to sell to be recorded by Trustee.
- 3.3 **TRUSTEE’S SALE** – On default of any obligation secured by this Deed of Trust and acceleration of all sums due, Beneficiary may instruct Trustee to proceed with a sale of the secured property under the power of sale granted herein, noticed and held in accordance with California Civil Code §2924 et seq.
- 3.4 **TRUSTOR’S OFFSET STATEMENT** – Within 10 days of Trustor’s receipt of a written request by Beneficiary, Trustor will execute a written estoppel affidavit identifying for the benefit of any assignee or successor in interest of Beneficiary: the then owner of the secured property; the terms of the secured note, including its remaining principal balance; any taxes or assessments due on the secured property; that the secured note is valid and the Trustor received full and valid consideration for it; and that Trustor understands the note and this Deed of Trust are being assigned.
- 4. **ADDENDA** – If any of the following addenda are executed by Trustor and recorded together with this Deed of Trust, the covenants and agreements of each will incorporate, amend and supplement the agreements of this Deed of Trust (check applicable boxes by hand):  owner-occupancy rider;  all-inclusive trust deed addendum;  impounds for taxes and insurance addendum  Private Mortgage Insurance (PMI) rider  other:
- 5. **RECONVEYANCE** – Upon written request from Beneficiary stating that all sums secured by this Deed of Trust have been paid, surrender of this Deed of Trust and the note to Trustee for cancellation, and payment of Trustee’s fees, Trustee will reconvey the property held under this Deed of Trust.
- 6. **SUCCESSORS, ASSIGNS AND PLEDGEEES** – This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary will mean the holders and owner of the secured note, or, if the note has been pledged, the pledgee.
- 7. **TRUSTEE’S FORECLOSURE NOTICES** – The undersigned Trustor(s) requests a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to Trustor at the address herein set forth.

Date: \_\_\_\_\_ Trustor: \_\_\_\_\_  
*(signature)*

Date: \_\_\_\_\_ Trustor: \_\_\_\_\_  
*(signature)*

Deed of Trust (signature page)



**Promissory Note Secured by Deed of Trust**

One borrower or multiple borrowers. See Step 1 for more information.

1. For value received,  I individually  We jointly and severally promise to pay to the order of **Lollie Lender** at **123 Scott Street, Sacramento, CA 95899** \$ **75,000** with interest at the rate of **10 %** per year: [choose one]  from the date this note is signed until the date it is due or is paid in full, whichever date occurs last.  from the date this note is signed until the date it is paid in full.

2. The signer(s) of this note also agree that this note shall be paid in installments, which include principal and interest, of not less than \$ **2000** per month, due on the first day of each month, until such time as the principal and interest are paid in full.

3. If any installment payment due under this note is not received by the holder within **10** days of its due date, the entire amount of unpaid principal shall become immediately due and payable at the option of the holder without prior notice to the signer(s) of this note.

4. If the holder(s) of this note prevail(s) in a lawsuit to collect on it, the signer(s) agree(s) to pay the holder(s)' attorney fees in an amount the court finds to be just.

5. Signer(s) agree(s) that until such time as the principal and interest owed under this note are paid in full, the note shall be secured by a deed of trust to real property commonly known as **357 Oak Ave., Elk Grove, CA 95822**, owned by **Bob and Betty Borrower, as Joint Tenants**, executed on **January 13, 2012**, at **Sacramento, CA**, and recorded on in the records of **Sacramento** County, California.

**January** Date  
**Sacramento, CA** Location signed (city or county)  
**357 Oak Ave., Elk Grove, CA 95822** Borrower's Address

**January 13, 2012** Date  
**Sacramento, CA** Location signed (city or county)  
**357 Oak Ave., Elk Grove, CA 95822** Borrower's Address

**Don't sign until you are in front of a notary!**

Signature of Borrower \_\_\_\_\_ Signature of Borrower \_\_\_\_\_

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

**NOTARY SEAL**

WITNESS my hand and official seal.

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

**Promissory Note**