

All-Inclusive Deed of Trust and Assignments of Rent

Long Form

This all-inclusive deed of Trust made this _____ day of _____, 20____ between _____ Trustor, whose address is _____ and _____ Trustee, whose address is _____ and _____ Beneficiary, whose address is _____

WITNESSETH: The Trustor irrevocably Grants, Transfers, and Assigns to Trustee in Trust, with power of sale, that property in _____ County, State of _____, described as follows:

ASSESSOR'S PARCEL NUMBER (APN): _____

TOGETHER WITH the rents and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

FOR THE PURPOSE OF SECURING:

1. Performance of each agreement of Trustor herein contained.
2. Payment of the indebtedness evidenced by one all-inclusive purchase money promissory note of even date in the principal sum of _____ Dollars executed by the Trustor in favor of Beneficiary.

UNDERLYING OBLIGATIONS: This is an all inclusive purchase money Deed of Trust, securing an all inclusive purchase money promissory note in the original principal of _____ Dollars which includes within such amount the unpaid balance of the following:

- a. A promissory note in the original principal sum of: _____ Dollars in favor of _____ as Payee, secured by a deed of trust recorded on _____, 20____ as Document No. _____ in Book _____ Page _____ Official Records of _____ County, State of _____
- b. A promissory note in the original principal sum of: _____ Dollars in favor of _____ as Payee, secured by a deed of trust recorded on _____, 20____ as Document No. _____ in Book _____ Page _____ Official Records of _____ County, State of _____

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good condition and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property in violation of the laws to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which from the character of use of said property may be reasonably necessary.
2. To provide, maintain, and deliver to Beneficiary fire, vandalism, and malicious mischief insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, at or at option of Beneficiary the entire amount so collected and any part thereof may be released to Trustor.
3. To appear in and defend an action or proceeding purporting to affect the security hereof of the rights of powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in reasonable sum, in any such action of proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
4. To pay; at least ten days before delinquency all taxes and assessments affecting said property, including assessments, and appurtenant water stock, subject to the mutual agreements of the parties as below set forth, to pay when due all encumbrances, charges, and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, all costs, fees, and expenses of this Trust.
5. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for and statement provided for by law in effect at the date hereof the obligations secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
6. That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance. The provisions hereof are subject to the mutual agreements of the parties as below set forth.
7. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
8. That at anytime or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby. Trustee may reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join any extension agreement or any agreement subordinating the lien or charge hereof.
9. That upon written request of Beneficiary stating that all sums secured hereby have been paid and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
10. That as additional security, Trustor hereby gives Beneficiary the right, power, and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment if any indebtedness secured hereby or in performance of any agreement hereunder, or collect and retain such rents, issues, and profits as they become due and payable. Upon any such default, Beneficiary may at anytime without notice, either in person by agent, or by a receiver to be appointed by a court, and without adequacy to any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues, and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
11. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to the trustee of written declaration of default and demand for sale and of written notice of default and election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said Note and documents evidencing expenditures secured hereby.
 - a. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as separate parcels, and in such order as it may determine at public auction to the highest bidder for cash in lawful currency at such time and place of sale and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.
 - b. After deducting all costs, fees, and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all other sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof. all other sums then secured hereby and the remainder, if any, to the person legally entitled thereto.
12. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers, and duties. Said instrument must contain the name of the original Trustor, Trustee, and Beneficiary hereunder, the book and page or other applicable description where this Deed is recorded and the name and address of the new Trustee.
13. That this Deed applies to, injuries to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.
14. That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any other action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Trustor and Beneficiary mutually agree:

- A. By Beneficiary's acceptance of this all-inclusive Purchase Money Deed of Trust, Beneficiary covenants and agrees that provided Trustor is not delinquent or in default under the terms of the Note secured herein, Beneficiary shall pay all installments of principal and interest which shall become due pursuant to the provisions of the Underlying Note(s) as and when the same became due and payable. In the event Trustor shall become delinquent or in default under the terms of the Note secured hereby, Beneficiary shall not be obligated to make any payments required by the terms of the underlying Note(s) until such delinquency or default is cured. In the event Beneficiary fails to timely pay any installment of principal or interest on the underlying Note(s) at the time when Trustor is not delinquent or in default under the terms of the Note secured hereby. Trustor may, at Trustor's option, make such payments directly to the holder of Note secured hereby equal to the amount to be paid and including without limitation any charges and expenses paid by Trustor to the holder of the Underlying Note(s) on account of Beneficiary stalling to make payment. The obligations of the Beneficiary hereunder shall terminate upon the earliest or foreclosure of the lien of this all-inclusive Purchase Money Deed of Trust.
- B. Trustor and Beneficiary agree that in the event the proceeds of any condemnation award or settlement thereof, or the proceeds of any casualty insurance covering the destructible improvements located upon said property, are applied by the holder of the Underlying Note(s) in reduction of the unpaid principal amount thereof, the unpaid balance of the Note secured hereby shall be reduced by an equivalent amount and deemed applied to the last sums due under the Note.
- C. At such time as the Note secured hereby becomes all due and payable, the amount of principal and interest then payable to Beneficiary there under shall be

reduced by the then unpaid balance of principal and interest due on the Underlying Note(s).

- D. A demand hereunder delivered by Beneficiary to Trustee for the foreclosure of the lien of this Deed of Trust may not be more than the sum of the following amounts.
 - 1. The difference between the unpaid principal balance of principal and interest on the Note secured hereby and the then unpaid balance of principal and interest on the Underlying Note(s); plus
 - 2. The aggregate of all amounts theretofore paid by Beneficiary pursuant to the terms of this Deed of Trust prior to the date of such foreclosure sale, for taxes and assessments, insurance premiums, delinquency charges, foreclosure sale, for taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sums advanced by Beneficiary pursuant to the terms of this Deed of Trust, to the extent the same were not previously repaid by Trustor to Beneficiary; plus
 - 3. The costs of foreclosure hereunder; plus attorneys fees and costs incurred by Beneficiary in enforcing this Deed of Trust or the Note secured hereby as permitted by law.
- E. Notwithstanding any provision to the contrary herein contained, in the event of a Trustee's sale in furtherance of the foreclosure of this Deed of Trust, the balance then due on the Note secured hereby, for the purpose of Beneficiary's demand, shall be reduced, as aforesaid, by the unpaid balance, if any, of principal and interest then due on the Underlying Note(s), satisfactory evidence of which unpaid balances must be submitted to Trustee prior to such sale. The Trustee may rely on any statements received from Beneficiary in this regard and such statements shall be deemed binding and conclusive as between Beneficiary and Trustor, on the one hand, and the Trustee on the other hand, to the extent of such reliance.

Signature of Trustor

Signature of Trustor

STATE OF _____

SPACE BELOW THIS LINE FOR RECORDERS USE ONLY

COUNTY OF _____

On this _____ day of _____, 20____
personally appeared before me, a Notary Public:
personally known to me to be the person(s) whose name(s)
is/are subscribed to the above instrument who
acknowledged that _____ he _____ executed this
instrument.

Witness my hand and official seal.

Notary Public

Notary Stamp

WHEN RECORDED MAIL TO:

NAME: _____

ADDRESS: _____
