

# Mortgage + Care

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RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

<f80>  
<f81>  
<f82>, <f83>

Loan Number: <f2>

SPACE ABOVE FOR RECORDERS USE ONLY

## DEED OF TRUST

THIS DEED OF TRUST ("SECURITY INSTRUMENT") is made on <f29>. The TRUSTOR IS <f5> <f6> <f7> <f8> <f10> <f11> <f12>, <f204> who has an address of <f13>, <f14>, <f15> ("BORROWER"). The TRUSTEE is <f88>, a California corporation ("TRUSTEE"). The BENEFICIARY is <f80>, ("LENDER")(whose address is <f81>, <f82>, <f83>. BORROWER owes LENDER the principal sum of U.S. \$<f206> Dollars (\$<f20>). This debt is evidenced by BORROWER'S note dated the same date as this Security Instrument ("DEED OF TRUST"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on <f27>. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modification, (b) the payment of all other sums, with interest, advanced under paragraph six (6) to protect the security of this Security Instrument, and (c) performance of BORROWER'S covenants and agreements under this Security Instrument and the Note. For this purpose, BORROWER hereby irrevocably grants and conveys to TRUSTEE, in trust, with power of sale, the following described real property located in <f63> County, California:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Said real property has an address of <f18>, <f19>

TOGETHER WITH all of the improvements now or hereafter erected on the property, and all easements, rights appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "PROPERTY".

BORROWER COVENANTS that BORROWER is lawfully seized of the estate hereby conveyed and has the right to grant and convey the PROPERTY and that the PROPERTY is unencumbered, except for the encumbrances of record. BORROWER warrants and will defend generally the title to the PROPERTY against all claims and demands, subject to any encumbrances of record.

BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

**1. Payments of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due, the principal of and interest on the debt evidenced by the Note and pay any prepayment, late charges, and other charges due under the Note.

**2. Application of Payments.** Unless applicable law provides otherwise, all payments received by LENDER under paragraph one (1) shall be applied, first, to interest due under the NOTE; second, to prepayment and other charges due under the NOTE; third, to late charges due, and last, to principal due.

**3. Charges; Liens.** BORROWER shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. BORROWER shall promptly furnish to LENDER receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless BORROWER: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to LENDER; (b) contests in good faith the lien, by, or defends against enforcement of the lien in legal proceedings which in the LENDER'S OPINION operate to prevent the enforcement of the lien or forfeiture of any part of the PROPERTY; or (c) secures from the holder of the lien an agreement satisfactory to LENDER subordinating the lien to this Security Instrument. If LENDER determines that any part of the PROPERTY is subject to a lien which may attain priority over this Security

Instrument, LENDER may give BORROWER a notice identifying the lien. BORROWER shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

**4. Hazard Insurance.** BORROWER shall keep the improvements now existing or hereafter erected on the PROPERTY insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which LENDER requires insurance. This insurance shall be maintained in the amounts and for the periods that LENDER requires. The insurance carrier providing the insurance shall be chosen by BORROWER subject to LENDER'S approval which shall not be unreasonably withheld. All insurance policies and renewal shall be subject to acceptance by LENDER and shall include a standard mortgage clause. LENDER shall have the right to hold the policies and renewals. If LENDER requires, BORROWER shall promptly give to LENDER all receipts of paid premiums and renewal notices. In the event of loss, BORROWER shall give prompt notice to the insurance carrier and LENDER. LENDER may make proof of loss if not made promptly by BORROWER. Unless LENDER and BORROWER otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the PROPERTY damaged. If the restoration or repair is not economically feasible or LENDER'S security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to BORROWER. If BORROWER abandons the PROPERTY, or does not answer within thirty (30) days a notice from LENDER that the insurance carrier has offered to settle a claim, then LENDER may collect the insurance proceeds. LENDER may use the proceeds to repair or restore the PROPERTY or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is given. Unless LENDER and BORROWER otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph one (1) or change the amount of the payments. If under paragraph seventeen (17) the PROPERTY is acquired by LENDER, BORROWER'S right to any insurance policies and proceeds resulting from damage to the PROPERTY prior to the acquisition shall pass to LENDER to the extent of the sums secured by this Security Instrument prior to acquisition.

**5. Preservation and Maintenance of Property.** Borrower shall not destroy, damage or substantially change the PROPERTY, allow the Property to deteriorate, or commit waste.

**6. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect LENDER'S rights in the PROPERTY (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then LENDER'S actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the PROPERTY to make repairs. Although Lender may take action under this paragraph six (6), LENDER does not have to do so.

Any amounts disbursed by LENDER under this paragraph six (6) shall become additional debt of BORROWER secured by this Security Instrument. Unless BORROWER and LENDER agree to other terms of payment in writing, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from LENDER to BORROWER requesting payment.

**7. Inspection.** LENDER or LENDER'S agent may make reasonable entries upon and inspections of the PROPERTY. LENDER shall give BORROWER notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**8. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part or the PROPERTY, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to LENDER. IN the event of a total taking of the PROPERTY, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to BORROWER. In the event of a partial taking of the PROPERTY, unless BORROWER and LENDER otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (1) the total amount to the sums secured immediately before taking, divided by, (2) the fair market value of the PROPERTY immediately before the taking. Any balance shall be paid to BORROWER. If the PROPERTY is abandoned by BORROWER, or if, after notice by LENDER to BORROWER that the condemnor offers to make an award or settlement claim for damages, BORROWER fails to respond to LENDER within thirty (30) days after the date the notice is given, LENDER is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the PROPERTY or the sums secured by this Security Instrument, whether or not then due. Unless LENDER and BORROWER otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs one (1) and or change the amount of such payments.

**9. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by LENDER to any successor in interest of BORROWER shall not operate to release the liability of the original BORROWER or BORROWER'S successors in interest. LENDER shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original BORROWER or BORROWER'S successors in interest. Any forbearance by LENDER in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**10. Responsibility of Persons Under this Deed of Trust.** If more than one person signs this Deed of Trust, each of them is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Deed of Trust. Any guarantee,

surety, or endorser of this Deed of Trust is obligated to do these things. The holder of the Deed of Trust may enforce its rights under this Deed of Trust against each signer individually or all together. This means that any one signer may be required to pay all amounts owed under this Deed of Trust. Any person who takes over (assumes) the rights and obligations of a guarantor, surety, or endorser of this Deed of Trust will have all of the rights and/or obligations of a guarantor, surety, or endorser of this Deed of Trust and is also obligated to keep all of the promises made in this Deed of Trust.

**11. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the NOTE or this Security Instrument unenforceable according to its terms, LENDER at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph seventeen (17). If LENDER exercises this option, LENDER shall take the steps specified in paragraph fifteen (15).

**12. Notices.** Any notice to BORROWER provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires uses of another method. The notice shall be directed to the Property Address or any other address BORROWER designates by notice to LENDER. Any notice to LENDER shall be given by first class mail to Lender's address stated herein or any other address LENDER designates by notice to BORROWER. Any notice provided for in this Security Instrument shall be deemed to have been given to BORROWER or LENDER when given as provided in this paragraph.

**13. Borrower's Copy.** BORROWER shall be given one copy of the NOTE and this Security Instrument.

**14. Governing Law; Severability.** This Security Instrument shall be governed by Federal Law and the law of jurisdiction in which the PROPERTY is located. In the event that any provision or clause of this Security Instrument or the NOTE conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the NOTE which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the NOTE are declared to be severable.

**15. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the PROPERTY or any interest in it is sold or transferred ( or if a beneficial interest in BORROWER is sold or transferred and BORROWER is not a natural person) without LENDER'S prior written consent, LENDER may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by LENDER, if exercise is prohibited by Federal Law as of the date of this Security Instrument. If LENDER exercises this option, LENDER shall give BORROWER notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which BORROWER must pay all sums secured by this Security Instrument. If BORROWER fails to pay these sums prior to the expiration of this period, LENDER may invoke any remedies permitted by this Security Instrument without further notice or demand on BORROWER.

**16. Borrower's Right to Reinstate.** If BORROWER meets certain conditions, BORROWER shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that BORROWER: (a) pays LENDER all sums which then would be due under this Security Instrument and the NOTE had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to reasonable attorneys' fees; and (d) takes such action as LENDER may reasonably require to assure that the lien of this Security Instrument shall continue unchanged. Upon reinstate by BORROWER, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs eleven (11) and fifteen (15).

**17. Acceleration; Remedies.** LENDER shall give notice to BORROWER prior to acceleration following BORROWER'S breach of any covenant or agreement in this Security Instrument [but not prior to acceleration under paragraphs eleven (11) and fifteen (15) unless applicable law provides otherwise]. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to BORROWER by which the default must be cured; (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, and sale of the PROPERTY. The notice shall further inform BORROWER of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of BORROWER to acceleration and sale. If the default is not cured on or before the date specified in the notice, LENDER at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. LENDER shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence. If LENDER invokes the power of sale, LENDER shall execute or cause TRUSTEE to execute a written notice of the occurrence of an event of default and of LENDER'S election to cause the PROPERTY to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the PROPERTY is located. LENDER or TRUSTEE shall mail copies of the notice as prescribed by applicable law. After the time required by applicable law, TRUSTEE, without demand on BORROWER, shall sell the PROPERTY at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order TRUSTEE determines. TRUSTEE may postpone sale of all or any parcel of the PROPERTY

by public announcement at the time and place of any previously scheduled sale. LENDER or its designee may purchase the PROPERTY at any sale. TRUSTEE shall deliver to the purchaser a TRUSTEE'S deed conveying the PROPERTY without any covenant or warranty, expressed or implied. The recitals in the TRUSTEE'S deed shall be prima facie evidence of the truth of the statements made therein. TRUSTEE shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**18. Lender in Possession.** Upon acceleration under paragraph seventeen (17) or abandonment of the PROPERTY, LENDER (in person, by agent, or by judicially appointed receiver) shall be entitled to enter upon, take possession and manage the PROPERTY and to collect the rents of the PROPERTY including those past due. Any rents collected by LENDER or the receiver shall be applied first to (a) payment of the costs of management of the PROPERTY and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorney's fees and then to (b) the sums secured by this Security Instrument.

**19. Reconveyance.** Upon payment of all sums secured by this Security Instrument, LENDER shall request TRUSTEE to reconvey the PROPERTY and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to TRUSTEE. TRUSTEE shall reconvey the PROPERTY without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs plus any reconveyance fees.

**20. Substitute Trustee.** LENDER, at its option, may from time to time appoint a successor trustee to any TRUSTEE appointed hereunder by an instrument executed and acknowledged by LENDER and recorded in the office of the recorder of the county in which the PROPERTY is located. The instrument shall contain the name of the original LENDER, TRUSTEE and BORROWER, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the PROPERTY, the successor trustee shall succeed to all the title, powers and duties conferred upon the TRUSTEE herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

**21. Request for Notices.** BORROWER requests that copies of the notices of default and sale be sent to BORROWER'S address.

**22. Riders to this Security Instrument.** If one or more riders are executed by BORROWER and recorded together with this Security Instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable boxes.)

Protection of Lender's Security

Other(s) *specify*:

**23. Statement of Obligation.** LENDER'S agent may collect a fee not to exceed the maximum amount permitted by law for furnishing the statement of obligation as provided in Section 2943 of the Civil Code of California.

BY SIGNING BELOW, BORROWER accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

\_\_\_\_\_  
«f5» «f6» «f7»

\_\_\_\_\_  
«f10» «f11» «f12»

State of California

}

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Date Here insert Name and Title of the Officer

Personally appeared \_\_\_\_\_  
Name(s) of signer(s)

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.

**WITNESS my hand and official seal.**

Place Notary Seal Above

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

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**DO NOT RECORD  
REQUEST FOR FULL RECONVEYANCE**

TO: «f80», Trustee:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated: \_\_\_\_\_

\_\_\_\_\_  
("Lender")

When recorded, mail to «f80», «f81», «f82», «f83»