

After Recording Return To:

_____ [Space Above This Line For Recording Data] _____

CALIFORNIA DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this Security Instrument are defined below, in the “Definitions” Section of the Fictitious Deed of Trust, and in Sections 3, 11, 13, 18, 20 and 21 of the Fictitious Deed of Trust. Certain rules regarding the usage of words used in this Security Instrument are also provided in Section 16 of the Fictitious Deed of Trust.

“Fictitious Deed of Trust” means that certain Fictitious Deed of Trust recorded in the Office of the Recorder on _____, 20____, in Book/Volume _____, beginning at Page ____, for land situate in the county of _____.
[Name of Recording Jurisdiction]

(A) **“Security Instrument”** means this document, which is dated _____, _____, together with all Riders to this document.

(B) **“Borrower”** is _____.
Borrower is the trustor under this Security Instrument.

(C) **“Lender”** is _____.
Lender is a _____ organized and existing under the laws of _____. Lender’s address is _____.
Lender is the beneficiary under this Security Instrument.

(D) **“Trustee”** is _____.

(E) **“Note”** means the promissory note signed by Borrower and dated _____, _____. The Note states that Borrower owes Lender _____ Dollars. (U.S. \$ _____) plus interest. Borrower has promised to pay this debt in regular Periodic Payments (as defined in the Fictitious Deed of Trust) and to pay the debt in full not later than _____.

(F) **“Property”** means the property that is described below under the heading “Transfer of Rights in the Property.”

(G) **“Loan”** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) **“Riders”** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] _____ |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

All references to section numbers in the Security Instrument that are contained in the Riders refer to those sections of the same number incorporated from the Fictitious Deed of Trust.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower’s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of _____:
[Name of Recording Jurisdiction]

which currently has the address of _____
[Street]
_____, California _____ (“Property Address”).
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also 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 seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Paragraph (I) through and including paragraph (Q) of the “Definitions” Section of the Fictitious Deed of Trust, and Section 1 through and including Section 25 of the Fictitious Deed of Trust, are incorporated into this Security Instrument by reference. Borrower acknowledges having received a copy of the Fictitious Deed of Trust and agrees to be bound by the Sections and paragraphs of the Fictitious Deed of Trust incorporated into this Security Instrument.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to the Borrower at the address set forth above.

- Borrower

[Space Below This Line For Acknowledgment]