

Understanding the DEED of TRUST

A Deed of Trust is a security instrument used by the borrower (called the trustor) to convey "bare legal" title to the property, to a neutral party (called the trustee), for the purpose of securing an obligation (usually of a promissory note) payable to the lender (called the beneficiary). The trustee is authorized under "power of sale" to "nonjudicially" foreclose in the event of a default on the obligation by the trustor, or his/her successors in interest. The proceeds of the trustee's sale (nonjudicial foreclosure) of the secured real property will apply as payment toward the defaulted obligation.

When the debt or obligation secured by the deed of trust has been satisfied, the beneficiary must execute a request for full reconveyance and any other documentation necessary to cause the deed of trust to be reconveyed and submit this documentation to the named Trustee. The trustee will then execute and record a "Full Reconveyance" in the county wherein the deed of trust was recorded.

After Recording Return To:
CHICAGO MORTGAGE COMPANY
1234 MAIN STREET
LOS ANGELES, CA 90027

Title Order No. 7046218
 Escrow No. 5-2317

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 18, 2017, together with all Riders to this document.

(B) "Borrower" is JOHN Q. PUBLIC, A SINGLE MAN, Borrower is the trustor under this Security Instrument.

(C) "Lender" is CHICAGO MORTGAGE COMPANY, Lender is a A CORPORATION organized and existing under the laws of CALIFORNIA, Lender's address is 1234 MAIN STREET, LOS ANGELES, CA 90027. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is CHICAGO TITLE COMPANY, A CALIFORNIA CORPORATION.

(E) "Note" means the promissory note signed by Borrower and dated JULY 18, 2017. The Note states that Borrower owes Lender CHICAGO MORTGAGE COMPANY Dollars (U.S. \$ 90,000.00) plus interest.

(F) Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 25, 2047.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "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.

(I) "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	

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- 1 County Recorder's Stamps:** The large stamp reflects the recording reference of the document and indicates the name of the county and county recorder. The smaller stamp shows the recording fees.
- 2 Recording Information:** The date and time of recordation; the title, document or instrument number; and/or the book and page(s) of the official records are assigned and noted by the county recorder in order to establish the recording reference.
- 3 Date of Execution:** Generally, this is the date on which the document is executed (signed), which is often the equivalent date of preparation or drawing. Execution may take place after preparation or drawing, but never before.
- 4 Trustor:** This identifies the person(s) or legal entities owning real property interests capable of being transferred.
- 5 Beneficiary:** This identifies the party to whom the trustor is obligated (usually the lender).
- 6 Trustee:** This identifies who the appointed Trustee is, whom is any person or entity; other than the Trustor, capable of holding title and conveying title to real property.
- 7 Definition of Obligation:** In this space, the obligation (which the trustor is to perform) is contained. Generally, the obligation to be performed is evidenced on the promissory note which is payable by the trustor to the beneficiary.
- 8 Riders:** This area shows if any appurtenant Riders are included in this Deed of Trust.

Understanding the Deed of Trust continued...

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

9 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 _____ LOS ANGELES, CALIFORNIA _____
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

9 **Operative Words of Conveyance:** Wording in this section indicates a present intent by the trustor to convey or transfer the "bare legal" title of the property to the trustee, in trust, with power of sale. This wording is essential in order to confer said power to the trustee. In the sample, the wording "grants, transfers and assigns to trustee, in trust with power of sale" is used.

10 **County Address:** County and Recording County name and state are entered here.



which currently has the address of 987 ANYTOWN STREET 11
[Street]
LOS ANGELES, California 90027 ("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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

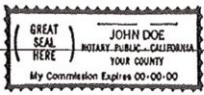
Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower

11 **Property Address:** The physical address of the property is entered here.

Witnesses:

_____ [Space Below This Line for Acknowledgment]

12 John Q. Public (Seal)
JOHN Q. PUBLIC - Borrower

13  (Seal)
JOHN DOE - 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.

14 STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
On JULY 25, 2017 before me,
JOHN Q. PUBLIC AND NO ONE ELSE -----
(here insert name and title of the officer)
, notary public, personally appeared _____

15 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

Signature John Doe
JOHN DOE

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- 12 Signature of the Trustor:** The signature (execution) of the trustor (borrower) will appear on the line in this section and his/her name should be printed or typed beneath the signature.
- 13 Notary Seal or Stamp:** In this space, the official seal of the notary public or other authorized official must be affixed or stamped.
- 14 Venue:** This identifies the state and county where the acknowledgment is taken.
- 15 Acknowledgment:** An acknowledgment is a formal declaration, made before an authorized official (usually a notary public), by the person who has executed (signed) a document, that such execution is his/her own act and capacity(ies). This declaration is then reduced to writing and attested to by said authorized official. In most instances, a document must be acknowledged ("notarized") before it can be accepted for recordation.

SPECIAL NOTE: This example "Deed of Trust" form contains a total of 16 pages. For this booklet, we have included pages 1,2,3 and 16. The complete document may be obtained on-line at <http://www.freddiemac.com/singlefamily/guide/>



CHICAGO TITLE

www.ChicagoTitle.com

Call your local Chicago Title representative for more details.
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Note: The information provided is deemed reliable but not guaranteed.
Consult your legal professional for advice regarding your specific situation.