

1 **After Recording Return To:**
2 _____
3 _____
4 _____

5 **DEED OF TRUST**

6 This Deed of Trust is intended to be a legal and binding agreement. If it is not understood, seek competent legal advice
7 before signing.

8 BETWEEN: _____ (“Seller/Beneficiary”)
9 _____
10 _____

11 AND: _____ (“Buyer/Grantor”)
12 _____
13 _____

14 AND: _____ (“Trustee”)
15 _____
16 _____

17 Seller/Beneficiary has agreed to sell to Buyer/Grantor certain real property generally described as: *(insert street*
18 *address, city, state, zip code)* _____, and
19 _____, and
20 legally described in Exhibit A attached (the “Property”). The following provisions represent the terms and condition of
21 Seller’s/Beneficiary’s security interest in the Property for repayment of Buyer’s/Grantor’s Promissory Note, which
22 accompanies this Deed of Trust:

CONVEYANCE AND GRANT

23 For valuable consideration, Buyer/Grantor conveys to Trustee for the benefit of Seller/Beneficiary, all Buyer’s/Grantor’s
24 right, title, and interest in and to the Property, together with all existing or subsequently erected or affixed buildings,
25 improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, and irrigation rights;
26 and all other rights, royalties, and profits relating to the Property, including without limitation all minerals, oil, gas,
27 geothermal, and similar matters.

DEFINITIONS

28 The following words will have the following meanings when used in this Deed of Trust. Terms not otherwise defined in
29 this Deed of Trust will have the meanings attributed to them in Oregon’s trust deed law and the Uniform Commercial
30 Code.

31 (a) **Deed of Trust.** The words “Deed of Trust” means this Deed of Trust among Buyer/Grantor, Seller/Beneficiary,
32 and Trustee, and includes, without limitation, all assignment and security interest provisions relating to all rents
33 and profits therefrom.

34 (b) **Indebtedness.** The word “Indebtedness” means all amounts owing under the Promissory Note (including but
35 not limited to principal, interest, costs, charges, late fees and attorney fees), and any amounts expended or
36 advanced by Seller/Beneficiary to discharge obligations of Buyer/Grantor, or expenses incurred by Trustee or
37 Seller/Beneficiary to enforce obligations of Buyer/Grantor under this Deed of Trust, together with interest on such
38 amounts as provided in this Deed of Trust.

Buyer/Grantor Initials ____ / ____ Date _____

Seller/Beneficiary Initials ____ / ____ Date _____

DEED OF TRUST

39 (c) **Property.** The word "Property" will, where applicable, collectively mean the above identified Property together
40 with all associated fixtures and, where applicable, all personal property.

41 (d) **Promissory Note (Maturity Date)** means the agreement dated (*insert date*) _____ (the
42 "Note" or the "Promissory Note") between Buyer/Grantor and Seller/Beneficiary in the principal amount of
43 \$ _____. The maturity date of the Promissory Note will be (*insert date*) _____, at
44 which time, unless fully amortized, the entire unpaid principal balance, including accrued interest, and all costs,
45 charges and expenses due under the Promissory Note will be paid in full.

46 (e) **Trustee.** The word "Trustee" means the above-identified title insurance company, and any substitute or
47 successor trustee.

TERMS

48 This Deed of Trust is given to secure: (a) payment of the Indebtedness identified in the Promissory Note; (b)
49 performance of any and all obligations of Buyer/Grantor under the Promissory Note; and (c) performance of any and all
50 obligations of Buyer/Grantor under this Deed of Trust.

51 THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

52 1. TAXES; LIENS; HOA/UOA ASSESSMENTS:

53 **1.1. Payment of Taxes and Assessment.** All real property taxes and assessments levied against the Property for
54 the current tax year will be prorated between Seller/Beneficiary and Buyer/Grantor as of the closing date identified in
55 the Sale Agreement ("Sale Agreement"). Buyer/Grantor will pay when due all taxes and assessments levied against
56 the Property after the closing date. Buyer/Grantor may elect to pay assessments in accordance with any available
57 installment method. For property taxes, all payments will be made no less frequently than one-third each on November
58 15, February 15, and May 15 (or the following business day) of each fiscal tax year. Buyer/Grantor will provide
59 Seller/Beneficiary with written evidence all taxes and assessments have been paid within ten (10) days after each
60 required payment. If applicable, until the current fiscal year's property taxes are known, Buyer/Grantor's tax payments
61 will be calculated upon the prior fiscal year's taxes, with the parties reconciling and paying/reimbursing any shortfall
62 or overage before November 1 of the then-current fiscal year.

63 **1.2. Right to Contest.** If Buyer/Grantor objects in good faith to the validity or amount of any tax or assessment,
64 Buyer/Grantor, at Buyer's/Grantor's sole expense, may contest the validity or amount thereof, provided
65 Seller's/Beneficiary's security interest in the Property is not jeopardized.

66 **1.3. Tax Statements.** Buyer/Grantor will provide Seller/Beneficiary with a copy of the annual property tax statement
67 promptly upon receipt, but in no event later than November 1, of each fiscal tax year.

68 **1.4. Prohibition Against Encumbering Property.** Excepting only unpaid property taxes or assessments not yet due,
69 Buyer/Grantor will not allow the Property to be encumbered by any liens as long as any sums remain due to
70 Seller/Beneficiary under this Deed of Trust or accompanying Promissory Note. In the event a contractor's lien is filed
71 against the Property, if Buyer/Grantor executes a bond or deposits cash pursuant to [ORS 87.076](#), Buyer/Grantor will
72 have the right to contest same without constituting an Event of Default as more fully described in Section 9 (Events
73 of Default).

74 **1.5. Association Dues/Assessments.** If applicable, Buyer/Grantor will pay when due all dues, assessments, and
75 other charges levied by the Homeowners' Association ("HOA") or Unit Owners' Association ("UOA") and provide
76 Seller/Beneficiary with written evidence of such payment within ten (10) days after each required payment.

77 **2. POSSESSION:** Buyer/Grantor will be entitled to possession of the Property from and after the closing date and
78 possession as identified in the Sale Agreement between the parties.

Buyer/Grantor Initials ____ / ____ Date _____

Seller/Beneficiary Initials ____ / ____ Date _____

DEED OF TRUST79 **3. MAINTENANCE; ALTERATIONS:**

80 **3.1. Maintenance.** Buyer/Grantor will keep all buildings, other improvements, and landscape now existing, or will be
81 placed on the Property, in good condition and repair as of the date Buyer/Grantor is entitled to possession, and will
82 not permit any waste, damage, or removal of improvements, nor make any substantial improvements or alterations
83 to the Property that would reduce the value of Seller's/Beneficiary's security interest in the Property.

84 **3.2. Prohibited Activities.** Buyer/Grantor will not use or permit the use of all or any of the Property for conduct or
85 activity constituting a violation of any federal, state, or local laws or ordinances. Buyer's/Grantor's use of the Property
86 for any legal purpose under Oregon law, but prohibited under federal law, will not constitute a violation of this Deed
87 of Trust or accompanying Promissory Note, unless there is clear and convincing evidence such use, or intended use,
88 would reduce the value of Seller's/Beneficiary's security interest in the Property.

89 **3.3. Hazardous Substances.** Buyer/Grantor will comply fully with all laws pertaining to the protection of human health
90 and the environment, and will not store, handle, or dispose of any hazardous substances at the Property.
91 Buyer/Grantor will indemnify, defend, and hold harmless Seller/Beneficiary from and against all claims, causes of
92 action, losses, damages, costs, response costs and expenses, liabilities, and other expenses caused by, arising out
93 of, or in connection with the generation, release, handling, storage, discharge, transportation, deposit or disposal in,
94 on, under or about the Property by Buyer/Grantor or any agents, representatives or contractors of Buyer/Grantor of
95 the following: hazardous materials, hazardous substances, ultrahazardous materials, toxic wastes, toxic substances,
96 pollutants, radioactive materials, petroleum products, underground tanks, oils, pollution, asbestos, PCBs, materials,
97 or contaminants, as those terms are commonly used or as defined by any present or future federal, state, or local law
98 or regulation related to the protection of health or the environment.

99 **4. INSURANCE:**

100 **4.1. Property Damage/Flood Insurance.** Buyer/Grantor will procure and maintain a policy of fire and casualty
101 insurance with standard extended coverage endorsements on a replacement cost basis covering all improvements
102 on the Property in an amount not less than the full replacement value of the residence and any structures located
103 upon the Property. Additionally, if the Property is located in a designated flood plain, Buyer/Grantor will secure a policy
104 of flood insurance reasonably satisfactory to Seller/Beneficiary. The policies will be primary with respect to all covered
105 risks, will identify Seller/Beneficiary as a named insured, and will be written in such form with such terms and by such
106 insurance companies reasonably acceptable to Seller/Beneficiary. Buyer/Grantor will deliver to Seller/Beneficiary a
107 certificate of coverage from the insurers containing a stipulation coverage will not be cancelled or diminished without
108 a minimum of thirty (30) days' written notice to Seller/Beneficiary. In the event of any insured loss covered by
109 insurance, Buyer/Grantor will give immediate notice to Seller/Beneficiary. Seller/Beneficiary may make proof of loss
110 if Buyer/Grantor fails to do so within fifteen (15) days of the casualty event.

111 **4.2. Application of Proceeds.** All proceeds of any insurance on the Property will be paid to and held by
112 Seller/Beneficiary. If Buyer/Grantor elects to restore the Property, Buyer/Grantor will, through an Oregon licensed and
113 bonded contractor, repair or replace the damaged or destroyed improvements in a workmanlike manner reasonably
114 satisfactory to Seller/Beneficiary. Seller/Beneficiary will timely release such funds to any contractor to whom payment
115 is due upon satisfactory proof of completion of their labor and materials and the appropriate lien release. If there are
116 any insurance funds remaining after completion of all necessary restoration consistent with this section, the balance
117 will be applied to principal reduction under the Promissory Note accompanying this Deed of Trust. If Buyer/Grantor
118 elects not to restore the Property, at the election of Seller/Beneficiary, Seller/Beneficiary will retain a sufficient amount
119 of the proceeds to pay all amounts owed Seller/Beneficiary under this Deed of Trust and accompanying Promissory
120 Note, and will pay the balance, if any, to Buyer/Grantor.

121 **5. INDEMNIFICATION:**

122 **5.1. Buyer/Grantor.** Buyer/Grantor will indemnify and hold Seller/Beneficiary harmless and, at Seller's/Beneficiary's
123 election, defend Seller/Beneficiary from and against any and all claims, losses, damages, fines, charges, actions, or

Buyer/Grantor Initials ____ / ____ Date ____

Seller/Beneficiary Initials ____ / ____ Date ____

DEED OF TRUST

124 other liabilities of any description arising out of or in any way connected with Buyer's/Grantor's possession or use of
125 the Property after the closing date.

126 **5.2. Seller/Beneficiary.** Seller/Beneficiary will indemnify and hold Buyer/Grantor harmless and, at Buyer/Grantor's
127 election, defend Buyer/Grantor from and against any and all claims, losses, damages, fines, charges, actions, or other
128 liabilities of any description arising out of or in any way connected with Seller/Beneficiary's possession or use of the
129 Property on or before the closing date.

130 **6. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SELLER/BENEFICIARY:**

131 **6.1. Covenants of Title.** Buyer/Grantor warrants Buyer/Grantor is the owner of insurable title to the Property, and
132 same is free of all liens and encumbrances excepting those Exceptions Nos. _____, contained
133 in the latest Preliminary Title Report ("Report") issued by _____,
134 dated _____, Order No. _____ ("Report").

135 **6.2. Authority.** Seller/Beneficiary and Buyer/Grantor mutually represent to the other they have obtained all requisite
136 authorizations for the execution and delivery of this Deed of Trust and accompanying Promissory Note.

137 **6.3. Nonforeign Status.** Seller/Beneficiary is not a "foreign person" as defined in 26 U.S.C. § 1445 (Withholding of tax
138 on dispositions of United States real property interests).

139 **6.4. No Warranties; AS-IS.** Subject only to those representations made by Seller/Beneficiary in the Seller's Property
140 Disclosure Statement, if applicable, the Sale Agreement with Buyer/Grantor, and those warranties of title contained
141 in the Deed transferred upon closing, as defined in the Sale Agreement, Seller/Beneficiary makes no other
142 representations or warranties, express or implied, as to the Property, its condition, or state of repair, it being
143 understood by all parties the Property is transferred to Buyer/Grantor in its as-is condition as of the closing date.

144 **6.5. Survival of Representations.** Those representations in the Seller's Property Disclosure Statement, if applicable,
145 and Sale Agreement between Seller/Beneficiary and Buyer/Grantor will survive Closing, and become a part of this
146 Deed of Trust and accompanying Promissory Note.

147 **7. TITLE INSURANCE:** Upon Closing, Seller/Beneficiary, at Seller's/Beneficiary's cost, will furnish Buyer/Grantor with
148 an owner's policy of title insurance in the amount of the purchase price set forth in the Sale Agreement with those
149 exceptions contained in the Report identified in Section 6.1 (Covenants of Title).

150 **8. DEED OF RECONVEYANCE:** If Buyer/Grantor pays all sums due under this Deed of Trust and accompanying
151 Promissory Note when due, and performs all other obligations imposed thereunder, Seller/Beneficiary will execute and
152 deliver to Trustee a request for full reconveyance, which will execute and record a Deed of Reconveyance in the public
153 records of the county in which the Property is located. Any reconveyance fee required by the Trustee will be paid by
154 Buyer/Grantor.

155 **9. EVENTS OF DEFAULT:** Time is of the essence of this Deed of Trust and accompanying Promissory Note. A default
156 will occur under any of the following circumstances:

157 **9.1. Ten Day Grace Period.** If Buyer/Grantor fails to pay any sums due under this Deed of Trust or accompanying
158 Promissory Note following ten (10) days' written demand from Seller/Beneficiary issued after its due date.

159 **9.2. Thirty Day Grace Period.** If Buyer/Grantor fails to perform any other obligation contained in this Deed of Trust
160 or accompanying Promissory Note within thirty (30) days after written notice from Seller/Beneficiary specifying the
161 nature of the default and what is necessary to cure. If the cure cannot reasonably be completed by Buyer/Grantor
162 within such thirty (30) day period through the exercise of reasonable diligence, the failure by Buyer/Grantor to
163 commence the required cure within such thirty (30) day period and thereafter to continue the cure with diligence and
164 to complete the cure within ninety (90) days following the written notice from Seller/Beneficiary will constitute a default.

165 **9.3. Bankruptcy; Insolvency.** The commencement by Buyer/Grantor of a voluntary case under the federal
166 bankruptcy laws or under other federal or state law relating to insolvency or debtor's relief; the entry of a decree or

Buyer/Grantor Initials ____ / ____ Date ____

Seller/Beneficiary Initials ____ / ____ Date ____

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167 order for relief against Buyer/Grantor in an involuntary case under the federal bankruptcy laws or under any other
168 applicable federal or state law relating to insolvency or debtor's relief; the appointment or the consent by
169 Buyer/Grantor to the appointment of a receiver, trustee, or custodian of Buyer/Grantor or of any of Buyer's/Grantor's
170 property; an assignment for the benefit of creditors by Buyer/Grantor or Buyer's/Grantor's failure generally to pay
171 debts as such debts become due.

172 **9.4. Prohibited Transfer.** Buyer's/Grantor's breach of Section 12 (Successor Interests) will constitute an immediate
173 event of default hereunder, and Seller/Beneficiary may pursue all available remedies under Section 10, without first
174 issuing a thirty (30) day notice to Buyer/Grantor under Section 9.2 (Thirty-Day Grace Period).

175 **10. REMEDIES OF DEFAULT:** In the event of a default, Seller/Beneficiary may take any one or more of the following
176 steps:

177 **10.1. Acceleration.** Declare the entire balance of the principal and accrued interest, together with all other remaining
178 sums under this Deed of Trust and accompanying Promissory Note, immediately due and payable.

179 **10.2. Foreclosure.** With respect to all or any part of the Property, the Trustee will have the right to foreclose by notice
180 and sale, or by judicial foreclosure; in either case in accordance with and to the full extent provided by Oregon law.

181 **10.3. Other Remedies.** Notwithstanding the preceding, Seller/Beneficiary may exercise any and all remedies
182 available under Oregon law.

183 **11. WAIVER:** Failure of either party at any time to require performance of any provision of this Deed of Trust or
184 accompanying Promissory Note will not limit the party's right to enforce the provision, nor will any waiver of any breach
185 of any provision constitute a waiver of any succeeding breach of that provision or a waiver of this provision itself.

186 **12. SUCCESSOR INTERESTS:** This Deed of Trust and accompanying Promissory Note will be binding upon and inure
187 to the benefit of the parties, their permitted successors, and assigns. However, no interest of Buyer/Grantor in this Deed
188 of Trust, Promissory Note, or the Property, will be assigned, subcontracted, or otherwise transferred (whether for security
189 purposes or otherwise), voluntarily or involuntarily, without the prior written consent of Seller/Beneficiary, which may be
190 granted or withheld at Seller/Beneficiary's sole discretion. Consent by Seller/Beneficiary to one transfer will not
191 constitute consent to subsequent transfers or a waiver of this section. Any attempted assignment, sale, or transfer by
192 Buyer/Grantor, in violation of this section, will be void and of no effect with respect to Seller/Beneficiary and will constitute
193 an immediate default under this Deed of Trust and accompanying Promissory Note.

194 **13. PRIOR AGREEMENTS:** Except as otherwise provided herein, this Deed of Trust and accompanying Promissory
195 Note is/are the entire, final, and complete agreement(s) of the parties pertaining to the sale and purchase of the Property,
196 and supersede and replace all prior or existing written and oral agreements between the parties relating to the Property.

197 **14. NOTICE:** Any notice under this Deed of Trust or accompanying Promissory Note will be in writing and transmitted
198 to the party at the address stated herein, or such other address as either party may designate by written notice to the
199 other.

200 **15. APPLICABLE LAW:** This Deed of Trust and accompanying Promissory Note has/have been entered into in the
201 State of Oregon, and the parties agree the laws of Oregon will be applied in construing and enforcing them.

202 **16. COSTS AND ATTORNEY FEES:** Subject to Buyer's/Grantor's rights under Oregon trust deed law, if any litigation
203 or arbitration is brought to enforce or interpret any of the terms of this Deed of Trust or accompanying Promissory Note,
204 or if suit or action is instituted in a Bankruptcy Court for a United States District Court to seek relief from an automatic
205 stay, to obtain adequate protection, or to otherwise assert the interest of Seller/Beneficiary in a bankruptcy proceeding,
206 the party not prevailing will pay the prevailing party's attorney fees, costs and disbursements upon hearing, trial and
207 any appeal therefrom.

208 **17. SURVIVAL OF COVENANTS:** Any covenants, the full performance of which are not required before Closing, will
209 survive the Closing, and will be fully enforceable thereafter in accordance with their terms.

Buyer/Grantor Initials ____ / ____ Date ____

Seller/Beneficiary Initials ____ / ____ Date ____

DEED OF TRUST

- 210 **18. ACKNOWLEDGMENT:** Seller/Beneficiary and Buyer/Grantor hereby acknowledge:
- 211 (a) they were given an opportunity to either use this Deed of Trust and accompanying Promissory Note forms
- 212 provided by their respective real estate agent, or have the forms prepared by one or more attorneys of their choice;
- 213 (b) that by providing these forms, neither the real estate agents or the forms provider, Oregon Real Estate Forms,
- 214 LLC, are engaging in the practice of law;
- 215 (c) they have elected to use these forms and have had a reasonable opportunity to have them reviewed by
- 216 attorneys of their choice;
- 217 (d) their respective real estate agents have not rendered any advice or recommendations regarding the specific
- 218 financial or credit terms of this transaction;
- 219 (e) they are satisfied with, and understand, the terms contained these forms; and
- 220 (f) this Deed of Trust and accompanying Promissory Note will not be construed more strictly against any one party.

221 This Deed of Trust and accompanying Promissory Note are intended to be a legal and binding agreements. If they are

222 not understood, seek competent legal advice before signing.

223 **19. BUYER/GRANTOR WARRANTY AND REPRESENTATION:** Buyer/Grantor warrants and represents to

224 Seller/Beneficiary the proceeds of the Principal Balance identified in the accompanying Promissory Note are: (*select*

225 *one*)

- 226 (a) For commercial/investment/business purposes only; or
- 227 (b) For personal, consumer, residential or household purposes.

228 (If left blank the purpose will be deemed to be “for commercial/investment/business purposes only.”) The preceding

229 warranty and representation will constitute a conclusive presumption for purposes of interpretation and enforcement of

230 this Deed of Trust and accompanying Promissory Note.

231 **20. ORS 93.040(1) DISCLAIMER:**

232 BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD

233 INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER [ORS 195.300](#), [195.301](#) AND [195.305 TO 195.336](#) AND

234 SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON

235 LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW

236 USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS

237 AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE

238 TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING

239 DEPARTMENT TO VERIFY THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR

240 PARCEL, AS DEFINED IN [ORS 92.010](#) OR [215.010](#), TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL,

241 TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN [ORS](#)

242 [30.930](#), AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER [ORS](#)

243 [195.300](#), [195.301](#) AND [195.305 TO 195.336](#) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007,

244 SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON

245 LAWS 2010.

246 The remainder of the page is intentionally blank.

Buyer/Grantor Initials ____ / ____ Date _____

Seller/Beneficiary Initials ____ / ____ Date _____

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RESIDENTIAL

The parties have caused this Deed of Trust to be executed below, and it will become effective as of the date and time of the last party to sign.

BUYER/GRANTOR:

BUYER/GRANTOR:

STATE OF OREGON)
County of _____) ss.

BE IT REMEMBERED, That on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named _____ (Buyer(s)/Grantor(s)) and acknowledged he/she/they executed the foregoing instrument freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon
My Commission Expires: _____

SELLER/BENEFICIARY:

SELLER/BENEFICIARY:

STATE OF OREGON)
County of _____) ss.

BE IT REMEMBERED, That on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named _____ (Seller(s)/Beneficiary(ies)) and acknowledged he/she/they executed the foregoing instrument freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT A
(Attach Legal Description)

SAMPLE

Buyer/Grantor Initials ____ / ____ Date ____

Seller/Beneficiary Initials ____ / ____ Date ____