

FAMILY LAW ATTORNEY'S REAL PROPERTY LIEN

DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made as of _____, 20__, between LITI GANT (“Trustor”), whose address is 12345 Miller Street, Beautiful Point, California, 90210 and DOUR MEANY (“Trustee”), and DOUR MEANY (“Beneficiary”).

Witnesseth: That Trustor irrevocably grants, transfers and assigns to trustee in trust, with power of sale, that property in Ventura County, California, commonly known as _____, and legally described as:

[INSERT LEGAL DESCRIPTION]

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority given to and conferred upon Beneficiary by paragraph 10 of the provisions incorporated herein by reference to collect and apply such rents, issues, and profits. For the Purpose of Securing:

1. Performance of each agreement of Trustor incorporated by reference or contained herein, including the payment by Trustor of reasonable attorney's fees in order to retain or maintain the Law Firm of Thurman W. Arnold, III as legal counsel in a proceeding for dissolution of marriage in accordance with [California Family Code § 2033](#).
2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$95,007.85 and bearing five percent (5%) simple interest per annum executed by Trustor in favor of Beneficiary or order.
3. Payment of such further sums as the then record owner of the property may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To protect the security of this deed of trust, Trustor agrees that, by the execution and delivery of this deed of trust and the rate secured by it, and by provisions one to fourteen, inclusive of the attached Exhibit A, Trustor will observe and perform the provisions. Trustor further agrees that

the references to property, obligations, and parties in the provisions shall be construed to refer to the property, obligations, and parties set forth in this deed of trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to Trustor at Trustor's address set forth above.

_____ Dated: _____, 20__

Liti Gant, TRUSTOR

_____ Dated: _____, 20__

Dour Meany, TRUSTEE

Notary Acknowledgment

State of California)

County of)

On _____, 2013 before me, _____, Notary Public, personally appeared LITI GANT and DOUR MENAY who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons 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.

_____ [Seal]

[Notary Signature]

EXHIBIT A

To protect the security of this deed of trust, Trustor agrees:

1. To keep the property in good condition and repair, not to remove or demolish any building on it, to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged, or destroyed on it and to pay when due all claims for labor performed and materials furnished for the property, to comply with all laws affecting the property or requiring any alterations or improvements to be made on the property, not to commit or permit waste of the property, not to commit, suffer, or permit any act upon the property in violation of law to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts that, from the character or use of the property, may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire 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 indebtedness secured by the deed of trust and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or 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 10 days before delinquency all taxes and assessments affecting the property, including assessments on appurtenant water stock, when due, all encumbrances, charges and liens, with interest, on the property or any part thereof, appearing to be prior or superior hereto, all costs, fees and expenses of this trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof Beneficiary or Trustee being authorized to enter upon the property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any encumbrance, charge or lien that, in the judgment of either, appears to be prior or superior hereto, and in exercising any such powers, pay necessary expenses, employ counsel, and pay counsel's reasonable fees.
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 any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when the statement is demanded.

6. Any award of damages in connection with any condemnation for public use of or injury to the property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by Beneficiary in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

7. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive Beneficiary's rights either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

8. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this deed of trust and the note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of the property, consent to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

9. Upon written request of Beneficiary state that all sums secured hereby have been paid, and upon surrender of this deed of trust and the 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 or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as *[specify]*. Five years after issuance of such full reconveyance, Trustee may destroy the note and this deed of trust (unless directed in such request to retain them).

10. That as additional security, Trustor hereby give to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of the property, reserving unto Trustor the right, prior to any default by Trustor in these Trusts, to collect the rents, issues and profits of the property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect the rents, issues, and profits of the property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in Beneficiary's 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 attorney's fees. Upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the 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. 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 Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the property which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this deed of trust, the note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the property by public announcement 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.

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 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 or persons 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 the 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 where this deed of trust is recorded and the name and address of the new Trustee.

13. This deed of trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby whether or not named as Beneficiary herein in this deed of trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

14. Trustee accepts this Trust when this deed of trust, 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 action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.