

**Promissory Note Secured by Deed of Trust**

1. For value received,  I individually  We jointly and severally  
 promise to pay to the order of \_\_\_\_\_  
 \$ \_\_\_\_\_ at \_\_\_\_\_  
 with interest at the rate of \_\_\_\_\_% per year: **[choose one]**  
 from the date this note is signed until the date it is due or is paid in full, whichever  
 date occurs last.  
 from the date this note is signed until the date it is paid in full.

2. The signer(s) of this note also agree that this note shall be paid in installments, which  
 include principal and interest, of not less than \$ \_\_\_\_\_ per month, due on the first  
 day of each month, until such time as the principal and interest are paid in full.

3. If any installment payment due under this note is not received by the holder within  
 \_\_\_\_\_ days of its due date, the entire amount of unpaid principal shall become  
 immediately due and payable at the option of the holder without prior notice to the  
 signer(s) of this note.

4. If the holder(s) of this note prevail(s) in a lawsuit to collect on it, the signer(s) agree(s)  
 to pay the holder(s)' attorney fees in an amount the court finds to be just and reasonable.

5. Signer(s) agree(s) that until such time as the principal and interest owed under this  
 note are paid in full, the note shall be secured by a deed of trust to real property  
 commonly known as \_\_\_\_\_, owned by \_\_\_\_\_  
 \_\_\_\_\_, executed on \_\_\_\_\_, at  
 \_\_\_\_\_, and recorded on in the records of \_\_\_\_\_ County,  
 California.

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Location (city or county)

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Signature of Borrower

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Location (city or county)

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Signature of Borrower

State of California }  
 County of }

On \_\_\_\_\_, before me, \_\_\_\_\_, a  
 notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me (or  
 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 entity upon behalf of which  
 the person(s) acted, executed the instrument.

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

[SEAL]