

Recording Requested By: _____

AFTER RECORDING, RETURN TO:

[] []
[] []
[] []
[] []

ESCROW # _____

This area reserved for County Recorder

Deed in Lieu of Foreclosure (Deed of Trust)

For the Good and valuable considerations hereinafter set forth, receipt of which is hereby acknowledged, I or We

_____ hereinafter called Grantor, (Trustor) do hereby grant and convey to

_____ hereinafter called Grantee, (Beneficiary) the following real property situated in _____ County, _____:

The title to said property is hereby warranted by Grantor (Trustor) against all person whomsoever subject to the matters above set forth. It is further warranted and covenanted by Grantor (Trustor) in executing this deed, and agreed by Grantee in accepting it as follows:

1. That the consideration for the execution of this deed consists of:
(a) Full reconveyance of record of that certain deed of trust executed by

_____ as Trustor to

as Beneficiary which deed of trust was dated [] and recorded in the office of the County Recorder of the aforementioned County and State in Book [] Page [] and the surrender and cancellation of the promissory note or notes or other evidence of debt secured by said deed of trust.

(b) The full and absolute release of Grantor (Trustor) from all liability on any and all promissory notes, debts, obligations, costs or changes, the payment of which was secured either by the deed of trust specially referred to in paragraph (a) above or by any other deed of trust or encumbrance on the same property which may have been assumed or created by Grantor as an obligation at the time of or subsequent to Grantor's acquisition of the title to said property and which last mentioned other deed of trust or encumbrance, if any, with the debts and obligations thereby secured, Grantee has assumed and agreed to pay by specific provisions herein before set forth in this deed.

2. That the total consideration, set forth in (1) above, for the execution of this deed is equal to and represents the fair value of the real property described herein and includes the fair and reasonable value for Grantor's interest in said property.

3. This deed, given for the express consideration set forth in (1) above, is executed voluntarily and not as the result of duress or threats of any kind, and is a bona fide and not given to hinder, delay or defraud the rights of creditors or contravene the bankruptcy laws of the United States.

4. This deed is not given as security for the payment of repayment or repayment of money or indebtedness or as security of any kind or nature, and there is no agreement or understanding, oral or written, between Grantor and Grantee or to a sale or conveyance to anyone else for the benefit of Grantor, or to any division of any proceeds realized from said property by sale or otherwise.

5. That the actual possession of the property herein conveyed has been surrendered and delivered to Grantee (Beneficiary) and Grantor (Trustor) intends by this deed to vest the absolute and unconditional title to said property in Grantee (Beneficiary) and forever to stop and bar Grantor (Trustor) and Grantor's (Trustor's) heirs, executors or administrators from having or claiming any right, title or interest of any nature whatsoever, either in law or in equity or in possession or in expectancy, in and to said property or any part thereof.

Initials: _____

Initials: _____

ESCROW # _____

Dated []

SELLER(S):

BUYER(S):

STATE OF [] } SS This instrument was acknowledged before me this []
County of [] by _____

Notary Public
My commission expires: []

STATE OF [] } SS This instrument was acknowledged before me this []
County of [] by _____

Notary Public
My commission expires: []

Initials: _____

Initials: _____