

# NOTE SECURED BY DEED OF TRUST

\$ \_\_\_\_\_

Date: \_\_\_\_\_

FOR VALUE RECEIVED,

the undersigned, jointly and severally, promise to pay to

or order, at the address of the payee or the agreed agent, the sum of \$ \_\_\_\_\_ Dollars, payable as follows:

Principal and interest payable in lawful money of the United States of America.

If default occurs in the payment of any installment of principal or interest under this note when due, or in the performance of any agreement(s) contained in the Deed of Trust securing this note, the entire principal sum and accrued interest shall at once become due and payable, without notice, at the option of the holder of this note. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The undersigned jointly and severally agree (1) to pay the following costs, expenses and attorney's fees paid or incurred in connection with the collection or enforcement of this note, whether or not suit is filed, and (2) costs of suit and such sum as the court may adjudge as attorney's fees in any action to enforce payment of this note or any part of it.

The makers and endorsers hereof severally waive diligence, demand, presentment for payment and protest, and consent to the extension of time of payment of the note without notice.

This Note is secured by a Deed of Trust to \_\_\_\_\_, as Trustee, of even date herewith, executed in favor of the named payee as beneficiary.

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## DO NOT DESTROY THIS NOTE

**When paid, this original note, together with the deed of trust securing same, must be surrendered to trustee for cancellation and retention before reconveyance will be made.**