



# ALL-INCLUSIVE TRUST DEED ADDENDUM

## Equity Payoff

Prepared by: Agent \_\_\_\_\_  
Broker \_\_\_\_\_

Phone \_\_\_\_\_  
Email \_\_\_\_\_

**NOTE:** Recommended for use with **ft** Forms 421 and 450.

**DATE:** \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.  
*Items left blank or unchecked are not applicable.*

### FACTS:

This is an addendum to the trust deed dated \_\_\_\_\_, at \_\_\_\_\_, California, between \_\_\_\_\_, as the Trustor, and \_\_\_\_\_, as the Beneficiary.

### AGREEMENT:

1. This trust deed is subordinate to the following notes and trust deeds referred to as Underlying Obligations:
  - 1.1 A trust deed recorded on \_\_\_\_\_, as Instrument No. \_\_\_\_\_, in \_\_\_\_\_ County Records, California, executed by \_\_\_\_\_, as the Trustor, in which \_\_\_\_\_ is the Beneficiary, securing a note in the original amount of \$\_\_\_\_\_ with an unpaid balance of \$\_\_\_\_\_, payable in installments of \$\_\_\_\_\_ monthly, including \_\_\_\_\_% interest,  ARM,  plus impounds.
  - 1.2 A trust deed recorded on \_\_\_\_\_, as Instrument No. \_\_\_\_\_, in \_\_\_\_\_ County Records, California, executed by \_\_\_\_\_, as the Trustor, in which \_\_\_\_\_ is the Beneficiary, securing a note in the original amount of \$\_\_\_\_\_ with an unpaid balance of \$\_\_\_\_\_, payable in installments of \$\_\_\_\_\_ monthly, including \_\_\_\_\_% interest,  ARM, all due \_\_\_\_\_, 20\_\_\_\_\_.
  - 1.3 Beneficiary to pay all installments and payments called for on the Underlying Obligations.
2.  Check, if applicable:  
Trustor to deposit with Beneficiary sufficient funds for the payment of taxes and fire insurance, specifically one-twelfth ( $\frac{1}{12}$ ) of the annual requirements on each calendar month with installment payment. An advance deposit for such payment in the amount of \$\_\_\_\_\_ from Trustor has been received by Beneficiary.
3.  Check, if applicable: *[This provision may cause adverse income tax consequences for Beneficiary.]*  
Beneficiary shall place the Note on contract collection with a bank, savings and loan, escrow or broker authorized to do so. Such collection shall disburse the monies received first toward the current installment on the Underlying Obligation, then to taxes and insurance if provided for herein, and any amount then remaining shall be disbursed to the holders of the Note.
4. If Beneficiary defaults in his performance under this trust deed, Trustor, provided that he is not then in default, shall have the right, at his option, to cure Beneficiary's default including the Underlying Obligations by either; (a) crediting any and all such payments against the principal and interest payments next becoming due under the Note, or (b) immediately recovering from Beneficiary the amount of such payments including interest thereon at the Note rate.
5. In the event of any monetary default by Trustor, Beneficiary's obligations shall be suspended until the default is cured. If Trustor is delinquent in any payments and Beneficiary consequently incurs penalties or expenses on the Underlying Obligations, the amount of such penalties and expenses shall be added to the Note and be payable by Trustor with the next payment.
6. Any additional principal paid on the Note shall, if Trustor so directs Beneficiary in writing, be paid by Beneficiary to the holders of the Underlying Obligations for credit to the unpaid principal thereof. If the prepayment entitles the holders to receive a prepayment penalty, this amount must then be paid by Trustor to Beneficiary for payment of the penalty. The prepayment penalty shall not reduce the unpaid balance of principal or interest under the Note.
7. In the event of foreclosure of this all-inclusive trust deed, Beneficiary will at the Trustee's sale bid an amount representing the amount then due on the obligations secured hereby less the total balance due on the Underlying Obligations, plus any advances or other disbursements which Beneficiary may be permitted to include.
8. When the Note becomes due and payable or Trustor requests a demand for payoff, the principal amount then unpaid shall be reduced by the then unpaid balance of the Underlying Obligations.