



**TRUST DEED LISTING**  
Exclusive Right to Sell a Note

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

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

**NOTE:** This form is used by a trust deed broker when employed by the holder of a trust deed note, to act as their exclusive agent to locate an investor and negotiate the terms for the sale of the note.

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

**1. RETAINER PERIOD:**

- 1.1 Holder retains Broker to arrange the sale of the Note described in this agreement, for the period beginning on \_\_\_\_\_, 20 \_\_\_\_\_, and terminating on \_\_\_\_\_, 20 \_\_\_\_\_.
- 1.2 This agreement is comprised of this page and \_\_\_\_\_ pages of addenda/attachments.

**2. BROKER'S OBLIGATIONS:**

- 2.1 Broker to use diligence in the performance of this employment.

**3. BROKERAGE FEE:**

- 3.1 **NOTICE: The amount or rate of real estate fees is not fixed by law. They are set by each Broker individually and may be negotiable between the Client and Broker.**
- 3.2 Holder agrees to pay Broker \_\_\_\_\_ of the price sought or obtained, IF:
  - a. Anyone procures a buyer on the terms stated in this agreement, or any other terms acceptable to Holder, during the period of this agreement.
  - b. The Note is withdrawn from sale or is made unmarketable by Holder during the retainer period.
  - c. The Holder terminates this employment of the Broker during the retainer period.
  - d. Within one year after termination of this agreement, Holder or their agent commences negotiations which later result in a transaction contemplated by this agreement with a buyer with whom Broker, or a cooperating broker, negotiated during the period of this agreement. Broker to identify prospective buyers by written notice to the Holder within 21 days after termination of this agreement. [See **RPI** Form 122]
  - e. The Holder collaterally assigns or pledges the Note as security for a new loan during the period of this employment or the period and conditions stated in Section 3.2(d). [See **RPI** Form 438 and 446]
- 3.3 If this agreement terminates without Holder becoming obligated to pay Broker a fee, Holder to pay Broker the sum of \$ \_\_\_\_\_ per hour of time accounted for by Broker, not to exceed \$ \_\_\_\_\_.

**4. SALE TERMS:**

- 4.1 Sale price of the trust deed Note is \$ \_\_\_\_\_.
- 4.2 Annual yield on the sales price over the life of the Note is \_\_\_\_\_%.
- 4.3 The Note is dated \_\_\_\_\_ in the original amount of \$ \_\_\_\_\_ with a principal balance \$ \_\_\_\_\_ payable on the \_\_\_\_\_ day of each  month, or \_\_\_\_\_, in installments of \$ \_\_\_\_\_ at an interest rate of \_\_\_\_\_% per annum  fixed, or  ARM type \_\_\_\_\_, with a final/balloon payment due \_\_\_\_\_, 20\_\_\_\_\_, in the amount of \$ \_\_\_\_\_.
- 4.4 Payment status \_\_\_\_\_
- 4.5 Due-on-sale provision \_\_\_\_\_
- 4.6 Late charge of \_\_\_\_\_ on payments received \_\_\_\_\_ days or more after date due.
- 4.7 Prepayment penalty \_\_\_\_\_
- 4.8 Priority of trust deed \_\_\_\_\_

**5. REAL ESTATE:**

- 5.1 Real estate securing the note is referred to as \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

**6. SENIOR ENCUMBRANCES:**

Conditions of trust deeds securing encumbrances which are senior to the note are:

	<b>First Trust Deed</b>	<b>Second Trust Deed</b>
Original balance:	\$ _____	\$ _____
Current balance:	\$ _____	\$ _____
Interest rate:	_____ % <input type="checkbox"/> ARM	_____ % <input type="checkbox"/> ARM
	Type _____	Type _____
Monthly payments:	\$ _____	\$ _____
Due date:	_____, 20____	_____, 20____
Balloon payment:	\$ _____	\$ _____
Payment Status:	_____	_____

**7. PERSONAL PROPERTY:**

7.1 Personal property included as additional security to the real estate is referred to as \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**8. GENERAL PROVISIONS:**

- 8.1 Broker is authorized to advertise the Note for sale, inspect the property's condition, verify any operating income and expenses, and publish and disseminate information to meet the objectives of this employment.
- 8.2 Holder authorizes Broker to cooperate with other brokers and divide any compensation with them.
- 8.3 Broker is authorized to accept, on behalf of any buyer, an offer and deposit.
- 8.4 Offers to purchase received by Broker may be submitted to Holder in person or by USPS postage-prepaid mail.
- 8.5 Buyer will not take possession of the Note before \_\_\_\_\_, 20\_\_\_\_\_.
- 8.6 Before any party to this agreement files an action on a dispute arising out of this agreement which remains unresolved after 30 days of informal negotiations, the parties agree to enter into non-binding mediation administered by a neutral dispute resolution organization and undertake a good faith effort during mediation to settle the dispute.
- 8.7 The prevailing party in any action on a dispute is entitled to attorney fees and costs, unless they file an action without first offering to enter into mediation to resolve the dispute.
- 8.8 This listing agreement will be governed by California law.

**I agree to render services on the terms stated above.**

Broker's Name: \_\_\_\_\_  
 Broker's CalBRE Identification #: \_\_\_\_\_  
 Agent's Name: \_\_\_\_\_  
 Agent's CalBRE Identification #: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

**I agree to employ broker on the terms stated above.**

See attached Signature Page Addendum. [RPI Form 251]

Date: \_\_\_\_\_, 20\_\_\_\_  
 Holder's Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_