

Official Record

Recording requested By  
FIRST AMERICAN TITLE COMPANY

Lincoln County - NV  
Leslie Boucher - Recorder

Fee: \$31.00 Page 1 of 18  
RPTT: Recorded By: AE  
Book- 237 Page- 0210

Assessor's Parcel Number:  
County: 004-112-07 City: N/A  
Return To:  
FHHL - POST CLOSING MAIL ROOM

1555 W WALNUT HILL LN #200 MC 6712  
IRVING, TX 75038



Prepared By:  
FIRST HORIZON HOME LOANS,  
A DIVISION OF FIRST TENNESSEE BANK N.A.  
5598 S. FORT APACHE  
LAS VEGAS, NV 89148

Recording Requested By:  
FIRST HORIZON HOME LOANS,  
A DIVISION OF FIRST TENNESSEE BANK N.A.  
5598 S FORT APACHE  
LAS VEGAS, NV 89148  
702-259-2555

DEED OF TRUST

0061281416

THIS DEED OF TRUST is made this 5th day of November 2007  
among the Grantor, CARLOS CORTEZ, An Unmarried Man &  
LETICIA CASTANEDA, An Unmarried Woman

(herein "Borrower"),

FIRST AMERICAN TITLE COMPANY

(herein "Trustee"), and the Beneficiary,

FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK N.A.

, a corporation organized and  
existing under the laws of THE UNITED STATES OF AMERICA  
4000 HORIZON WAY, IRVING, TEXAS 75063  
, whose address is

(herein "Lender").

NEVADA - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3829 Amended 2/04  
VMP-76(NV) (0510)  
Page 1 of 7 Initials: CC  
VMP Mortgage Solutions, Inc. LC





BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Lincoln, State of Nevada: All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.

which has the address of 190 SOUTH MAIN STREET [Street]  
ALAMO [City], Nevada 89001 [ZIP Code]  
(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated November 5th, 2007 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 12,500.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1st, 2027; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such a holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying

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and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured

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by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

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**16. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**17. Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of: (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.



**19. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

**20. Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

**21. Substitute Trustee.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

**22. Waiver of Homestead.** Except to the extent prohibited by law, borrower waives all right of homestead exemption in the Property.

**23. Assumption Fee.** Lender may charge an assumption fee of U.S. \$ Varies per investor.

**Assumption department** REQUEST FOR NOTICE OF DEFAULT  
**will advise** AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

CC  
LC



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IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

[Signature] (Seal)  
CARLOS CORTEZ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

[Signature] (Seal)  
LETICIA CASTANEDA -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

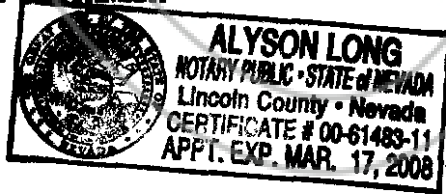
\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

STATE OF NEVADA  
COUNTY OF LINCOLN

This instrument was acknowledged before me on  
CARLOS CORTEZ  
LETICIA CASTANEDA

November 8, 2007

by



[Signature]

Mail Tax Statements To:  
TOTAL MORTGAGE SOLUTIONS, LP  
1555 W. WALNUT HILL LANE, SUITE 200A  
IRVING, TX 75038

0061281416

VMP-76(NV) (0510)

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**EXHIBIT "A"**

The land referred to in this Commitment is situated in the County of Lincoln, State of Nevada and is described as follows:

**Parcel 1:**

Description of a parcel of land in the southwest corner of block 66 (being in the south half of said block 66 which is not shown on the original Town Plat filed in Book A, Page 41 of Lincoln County Records, but otherwise accepted locally as a regular block conforming to all other blocks as platted) of the Town of Alamo, Lincoln County, Nevada and as shown on the Record of Survey, Boundary Line Adjustment, File # 0129927, Plat Book C, at Page 357, which is located within the NW  $\frac{1}{4}$  of Section 8, T. 7 S., R. 61 E., M.D.M. and further described as follows:

Beginning at a point on the southwest corner of the subject parcel monumented by a rebar with plastic cap stamped L. Smith PLS 12751 from which the northeast corner of said Section 8 bears  $85^{\circ} 21' 44''$  E. 3143.19';

Thence  $N 02^{\circ} 08' 43''$  W 90.11' to a PK nail with disc stamped L. Smith PLS 12751;

Thence  $S 89^{\circ} 55' 33''$  E 104.02' to a PK nail with disc stamped L. Smith PLS 12751; Thence  $S 00^{\circ} 13' 35''$  E 89.52' to a rebar and plastic cap stamped L. Smith PLS 12751; Thence  $N 89^{\circ} 53' 54''$  W 100.99' to the point of beginning.

The Basis of bearing is the north line of the Alamo South Subdivision Plat Book A, Pages 124 & 125, from the northwest corner to the northeast corner which is  $N 89^{\circ} 23' 52''$  E.

**Parcel 2:**

An area of land along the south side of the cement block wall on the north boundary of the Higbee property in the south half of Block 66, which south half not shown on the original map of Alamo, has subsequently been laid out and accepted as if it is the same as all other blocks. It is located in Section 8, T. 7 S., R. 61 S., M.D.M. and more particularly described as follows:

Beginning at the north east corner of the said wall at a PK nail with disc stamped L. Smith PLS 12751 from which point the northeast corner of said Section 8 bears  $N 86^{\circ} 54' 00''$  E. 3036.70'; Thence  $S 00^{\circ} 13' 35''$  E 0.52'; Thence along the deed line (Book 128, Page 589)  $S 89^{\circ} 46' 25''$  W 103.98'; Thence  $N 02^{\circ} 08' 43''$  W 1.06' to a PK nail and disc stamped L. Smith PLS 12751 on the said wall; Thence  $S 89^{\circ} 55' 33''$  E 104.01' along said wall to the point of beginning.

The basis of bearing is the north section line of said Section 8 given as  $N 89^{\circ} 43' 04''$  W on the boundary line adjustment map filed Plat Book C, Page 357.

The above metes and bounds descriptions have been prepared by Surveyor Leonard Smith, PLS 12751





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### MANUFACTURED HOME RIDER TO THE MORTGAGE/DEED OF TRUST/SECURITY DEED

CORTEZ/CASTANEDA

Loan #: 0061281416

MIN N/A

PIN:

004-112-07

This Rider is made this 5TH day of NOVEMBER, 2007 and is incorporated into and amends and supplements the Mortgage / Deed of Trust / Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to FIRST HORIZON HOME LOANS (the "Lender") of the same date (the "Note") and covering the Property described in the Security Instrument and located at:

190 SOUTH MAIN STREET ALAMO, NV 89001

[Property Address]

Borrower and Lender agree that the Security Instrument is amended and supplemented as follows:

A. The Property covered by the Security Instrument (referred to as "Property" in the Security Instrument) includes, but is not limited to, the herein described tract or parcel of land and certain improvements, among which is a Manufactured Home, which will be or already has been affixed to the Property legally described in the Security Instrument, and which Manufactured Home is described as follows

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

<u>USED</u>	<u>1997</u>	<u>GOLDEN WEST</u>	<u>GOLDEN WEST</u>
New Used	Year	Manufacturer's Name	Model Name and Model No
<u>152x792/152x792</u>	<u>GWCA21L24137AB</u>	<u>RAD 981761 and RAD 981762</u>	
Length X Width	Serial Number	HUD #	

B. Additional Covenants of Borrower(s).



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1. Borrower will comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the Property described in the Security Instrument including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Home as real property under state and local law.
2. The Manufactured Home described above will be, at all times and for all purposes, a permanent part of the Property described in the Security Instrument which by intention of all parties, shall constitute a part of the realty and shall pass with it and permanently affixed to the realty in accordance with any lender, state, local or other governmental requirements.
3. Affixing the Manufactured Home to the Property described in the Security Instrument does not violate any zoning laws or other state or local requirements applicable to manufactured homes.

By signing below, Borrower(s) accepts and agrees to the terms and covenants contained in this Manufactured Home Rider.

*[Signature]*      11/08/07  
 - BORROWER

CARLOS CORTEZ      DATE

*[Signature]*      11/08/07  
 - BORROWER

LETICIA CASTANEDA      DATE



0061281416

**RIDER TO DEED OF TRUST/MORTGAGE/SECURITY DEED**

Date: 11/05/2007

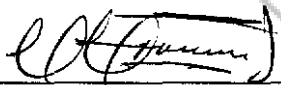
The escrow of taxes and insurance required in Paragraph 2 of your DEED OF TRUST/ MORTGAGE/ SECURITY DEED to **FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK N.A.** is hereby waived and you are notified that you are not required to deposit with **FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK N.A.** any of the amounts set forth in said paragraph, provided:

- (a) Escrows for future taxes and insurance premiums are being collected and maintained by the holder or servicer of the mortgage loan superior to our lien; or
- (b) If you pay your own taxes and insurance premiums, you fulfill your obligation to keep taxes and insurance premiums current with respect to the property secured hereby.

This waiver does not, in any way, release you from your obligation to make escrow payments of taxes and insurance to the holder of any prior mortgage, nor does it relieve you of your obligation to keep taxes and insurance premiums current with respect to the secured property.

All payments will be applied first to the accrued interest and next to the unpaid principal of your loan. The exact amount of your final payment, finance charge, and total of payments will be somewhat more or less than the amounts shown if we do not receive each payment on the scheduled payment date.

RECEIPT ACKNOWLEDGED:

  
\_\_\_\_\_  
CARLOS CORTEZ

  
\_\_\_\_\_  
LETICIA CASTANEDA



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(To be recorded with Security Instrument)

AFFIXATION AFFIDAVIT REGARDING  
MANUFACTURED (AND FACTORY BUILT) HOME

The State of **NEVADA**

Loan #0061281416

County of **LINCOLN**

MIN: N/A

Before me, the undersigned authority, on this day personally appeared **CARLOS CORTEZ, AN UNMARRIED MAN AND LETICIA CASTANEDA, AN UNMARRIED WOMAN** known to me to be the person(s) whose name(s) is/are subscribed below, and who, being by me first dully sworn, did each on his/or her oath state as follows:

Description of Manufactured Home

USED	1997	GOLDEN WEST	GOLDEN WEST
New/Used	Year	Manufacturer's Name	Model Name and Model No.

152x792/152x792	GWCA21L24137AB	RAD 981761 and RAD 981762	
Length X Width	Serial Number	HUD #	

Manufactured Home location

190 SOUTH MAIN STREET	LINCOLN
Street	County

ALAMO	NEVADA	89001
City	State	Zip Code

In addition to the covenants and agreements made in the Security Instrument, Borrower covenants and agrees as follows:

1. The manufactured home described above located at the address above is permanently affixed to a foundation and will assume the characteristic of site-built housing.
2. The wheels, axles, towbar, or hitch were removed when said manufactured home was placed on the permanent site.
3. All foundations, both perimeter and piers for said manufactured home have footings that are located below the frost line or in compliance with local building codes or requirements.
4. If piers are used for said manufactured home, they will be placed where said home manufacturer recommends.
5. If state law so requires, anchors for said manufactured home have been provided.
6. The manufactured home is permanently connected to a septic or sewage system and other utilities such as electricity, water and natural gas.
7. No other lien or financing affects said manufactured home or real estate, other than those disclosed in writing to Lender.
8. The foundation system of the manufactured home has been designed by an engineer, if required by state or local building codes, to meet the soil conditions of the site.
9. Borrower(s) acknowledges his or her intent that said manufactured home will become immovable property and part of the real property securing the security instrument.
10. The manufactured home will be assessed and taxed as an improvement the real property. I/We understand that if Lender does not escrow for these taxes, that I/We will be responsible for payment of such taxes.
11. If the land is being purchased, such purchase and said manufactured home represent a single real estate transaction under applicable state law.
12. Said manufactured home has been built under the Federal Manufactured Home Construction and Safety Standards that were established June 15, 1976.
13. This Affidavit is executed by Borrower(s) pursuant to applicable state law.
14. All permits required by governmental authorities have been obtained. Borrower(s) certifies that Borrower(s) is in receipt of manufacturer's recommended maintenance program regarding the carpets and manufactures warranties covering the heating/cooling system, hot water heater, range, etc... and the formaldehyde health notice.



In Witness Whereof, Borrower(s) has executed this Affidavit in my presence and in the presence of undersigned witnesses on this \_\_\_\_\_ day of \_\_\_\_\_

[Signature] 11/08/07  
 - BORROWER CARLOS CORTEZ DATE

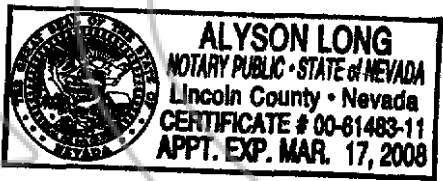
Leticia Castaneda 11/08/07  
 - BORROWER LETICIA CASTANEDA DATE

Witness \_\_\_\_\_ Witness \_\_\_\_\_

STATE OF Nevada  
 COUNTY OF Lincoln

The foregoing instrument was acknowledged before me this 8th day of NOVEMBER 2007 by Carlos Cortez and Leticia Castaneda

, who is personally known to me (yes/no) or who provided Driver Licenses as identification.



Alyson Long  
 Notary Public  
 Print Name: Alyson Long  
 My Commission Expires: March 17, 2008



**Lender's Statement of Intent:**

The undersigned ("Lender") intends that the Home be an immoveable fixture and a permanent improvement to the Land.

Lender: FIRST HORIZON HOME LOANS

By: Susan Fritz  
Authorized Signature

STATE OF Nevada  
COUNTY OF Clark

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of November 2007 by Susan Fritz an agent of FIRST HORIZON HOME LOANS Lender, who is personally known to me or who provided Drivers License as identification.

Amanda Kaye Javaux  
Notary Public  
Print Name: Amanda Kaye Javaux  
My Commission Expires: 01-17-2009



Attention County Clerk: This instrument covers goods that are or are to become fixtures on the Property described herein and is to be filed for record in the records where Security Instruments on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as Security Instrument but also as a financing statement covering goods that are or are to become fixtures on the Property described herein. The mailing of the Borrower (Debtor) and Lender (Secured Party) are set forth in this instrument.

After Recording Return To:

FIRST HORIZON HOME LOANS  
FHHLIC POST CLOSING MAIL ROOM  
1555 W WALNUT HILL LN #200 MC 6712  
IRVING, TX 75038

Prepared By:

FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK, N.A.  
5598 S. FORT APACHE

LAS VEGAS, NV 89148

**MANUFACTURED HOUSING LIMITED POWER OF ATTORNEY**

Loan #: 0061281416  
MIN N/A

THE UNDERSIGNED hereby appoints **FIRST HORIZON HOME LOANS**, and its successor and/or assigns, as Lender Name my/our true and lawful Attorney-in-Fact, with power of substitution and revocations, to apply for a certificate of title or duplicate certificate of title to or record a lien and register and/or to transfer or assign the title to any person the below ("Collateral"): along with the following actions as though executed by me/us.

- (1) To execute in my/our behalf as my/our Attorney-in-Fact whatever documents are necessary to effectuate the sale of the Collateral in the event of a default by me/us under my/our Manufactured Home Installment Note, Security Agreement and Disclosure Statement, as applicable (the "Contract") which results in a repossession and sale of the Collateral securing the Contract, subject to the terms of the Contract and applicable state law governing disposition of the Collateral; or
- (2) For said purpose(s) to sign my/our name(s) and to do all things necessary to appointment, and to transfer or assign title to any property taken in trade or consideration for the purchase of the below described Collateral.
- (3) Re-title the Collateral to correct any errors or to ensure the proper perfection security interest in the Collateral.
- (4) To execute documents necessary to obtain and maintain insurance on the property and to receive, complete, execute or endorse, and deliver in my name or Lender's name any and all claim forms, agreements, assignments, releases, checks, drafts or other instruments and vehicles for the payment of money, relating to any insurance covering the Manufactured Home, the indebtedness secured by the Manufactured Home or the Real Property.

This limited Power of Attorney ("POA") shall be durable and not be affected by subsequent disability or incapacity of the principal, or by the lapse of time. This POA shall not be construed as a waiver of my/our rights under the Contract or applicable state law governing the Contract and the sale of Collateral.





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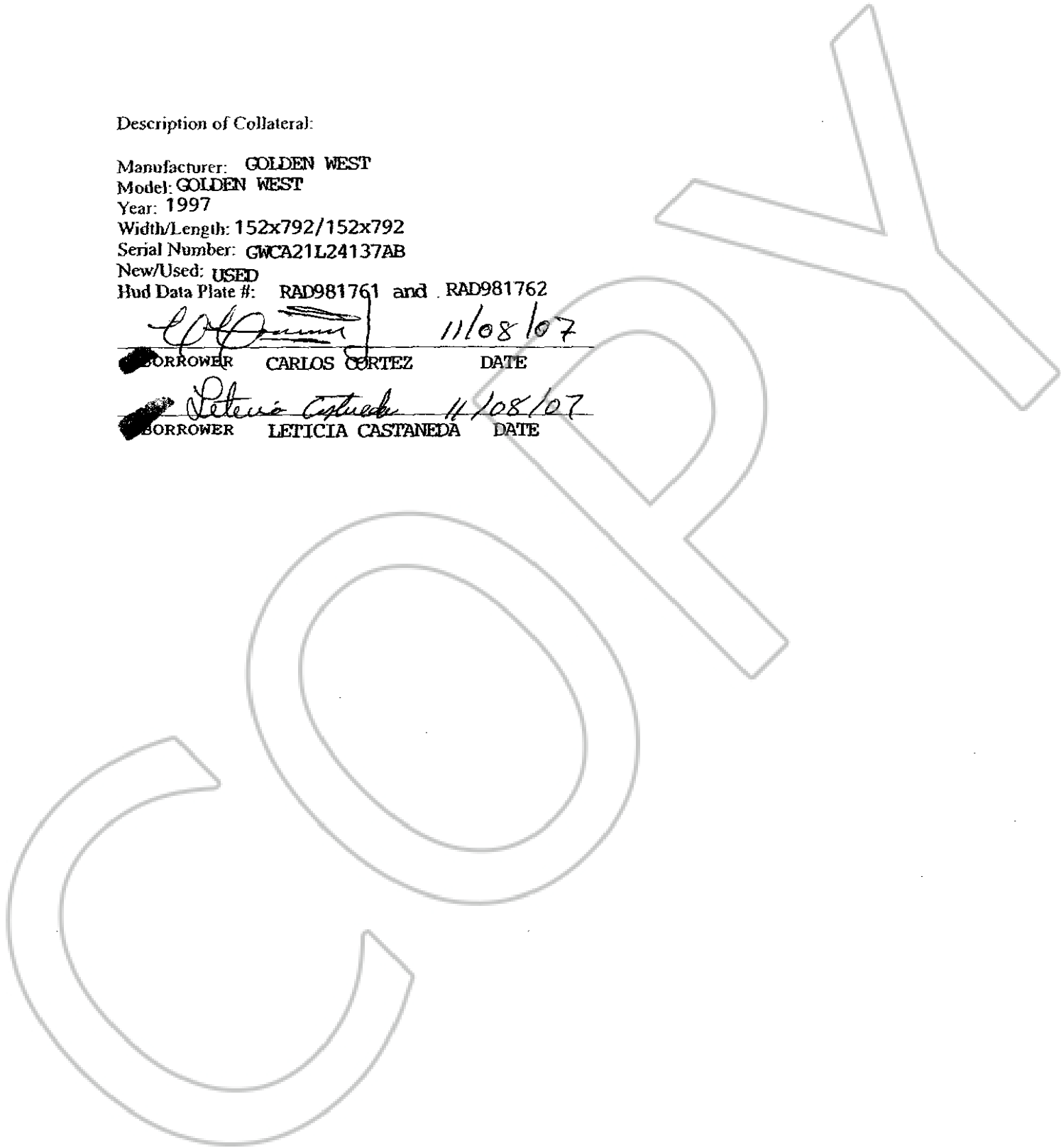
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Description of Collateral:

Manufacturer: GOLDEN WEST  
Model: GOLDEN WEST  
Year: 1997  
Width/Length: 152x792/152x792  
Serial Number: GWCA21L24137AB  
New/Used: USED  
Hud Data Plate #: RAD981761 and RAD981762

*[Signature]* 11/08/07  
BORROWER CARLOS CORTEZ DATE

*[Signature]* 11/08/07  
BORROWER LETICIA CASTANEDA DATE





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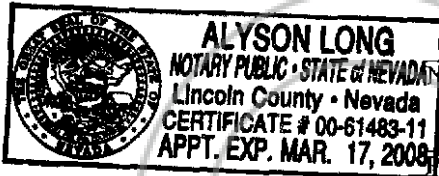
State of Nevada  
County of Lincoln

On this the 8th day of November 2007, before me personally  
appeared Carlos Cortez and Leticia Castaneda

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that  
he voluntarily executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and Official Seal.

(Seal)



Alyson Long  
Notary Public

Alyson Long  
Printed Name

My commission expires: March 17, 2008