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**Official Record**

Recording requested By  
FIRST AMERICAN TITLE

**Lincoln County - NV**

**Leslie Boucher - Recorder**

Fee: **\$50.00**

Page 1 of 12

RPTT:

Recorded By: LB

Book- 240 Page- 0223



0131209

APN# 008-051-006

Recording Requested by and Return To:

Name: Goicoechea, DiGrazia, Coyle & Stanton, LTD

Address: P.O.Box 1358

City/State/Zip: Elko, NV 89803

Deed of Trust  
(Title On Document)

This page added to provide additional information required by  
NRS 111.312 Sections 1-2 (Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.



APN: 008-051-006

Recording requested by  
and return to

GOICOECHEA, DIGRAZIA, COYLE & STANTON, LTD  
530 IDAHO ST. - P.O. BOX 1358  
ELKO, NV 89801

The undersigned affirms that this document  
does not contain a social security number

AMENDED AND RESTATED  
DEED OF TRUST

THIS AMENDED AND RESTATED DEED OF TRUST, hereinafter referred to as Deed of Trust,  
made this 21 day of February, 2008, by and between FLOYD TERRY KEITH SIMMERS also  
known as FLOYD T. SIMMERS and ROBIN ELIZABETH SIMMERS also known as ROBIN E. SIMMERS,  
husband and wife, as Grantors, and FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee, and  
ORIGEN FINANCIAL, L.L.C., a Delaware limited liability company, as Beneficiary.

RECITALS

WHEREAS, the Grantors executed a Deed of Trust dated June 17, 2004, to PRLAP, Inc., Trustee for  
Bank of America, N.A., Beneficiary, to secure a Promissory Note in the original principal amount of \$100,000.00,  
which was recorded July 13, 2004, in Book 188 of Official Records at Page 295, in the office of the County  
Recorder of Lincoln County, Nevada, and

WHEREAS, said Deed of Trust described the real property which secured the Promissory Note as  
follows:

"The Land referred to in the policy is situated in the State of Nevada, County  
of Lincoln, City of Alamo described as follows: Lot 5, Stewart Subdivision  
as shown upon the map thereof recorded December 23, 1997, in Book A of  
Plats, Page 132, as File 61079 in the Recorder's office, Lincoln County,  
Nevada

and

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WHEREAS, the real property described should have been Lot 6 of said Stewart Subdivision instead of Lot 5, and

WHEREAS, ORIGEN FINANCIAL, L.L.R., a Delaware limited liability company, is the present Beneficiary by assignments of record, and

WHEREAS, the Grantors and Beneficiary desire to correct the description, an Amended and Restated Security Document to include a Security Agreement, Fixture Filing and Assignment of Rents is desired.

W I T N E S S E T H:

That Grantors hereby grant, transfer and assign to the Trustee in trust, with power of sale, all of the real property situated in the County of Lincoln, State of Nevada, described as follows:

Lot 6 in Stewart Subdivision as shown by map thereof on file in Book A of Plats, Pages 132 and 133, as File 61079, in the Office of the County Recorder of Lincoln County, Nevada.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, in trust, to secure the performance of the following obligations and payment of the following debts:

ONE: Payment of an indebtedness evidenced by a certain Promissory Note in the principal amount of ONE HUNDRED THOUSAND and no/100 (\$100,000.00) DOLLARS dated June 17, 2004, executed and delivered by the Grantors payable to the Beneficiary or order, and any and all extensions, revisions and renewals thereof and advances thereon.

TWO: Payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or Beneficiary.

THREE: Payment, performance and discharge by Grantors of this Security Document, and said Note

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and of all advances on and renewals, extensions, revisions and amendments of this Security Document and the above described Note and any other indebtedness or obligation secured hereby.

To protect the security of this Deed of Trust, it is agreed as follows:

1. The Beneficiary has the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Grantor for which the Beneficiary may claim the Deed of Trust as security.

2. The Grantors shall:

A. Maintain, repair, care for and keep the property herein described and all buildings, fences, fixtures, landscaping, wells, pumping equipment, septic tanks, and all other structures, improvements and fixtures now thereon or hereafter placed thereon in at least the condition, order and repair existing on the date of this Deed of Trust, or when installed, subject to reasonable normal wear and depreciation, and replacement, substitution or improvement as provided in B below;

B. Not remove, demolish, neglect or damage all or any portion of any buildings, alternative fences, landscaping on the real property described in this Deed of Trust and other fixtures and improvements now situate thereon or hereafter placed thereon unless: (1) the same is replaced, improved, or substituted therefor by a like item of at least equal value, quality and use; or (2) the Beneficiary gives written consent in advance;

C. Not mine or commit or permit any waste of the land, buildings, improvements and fixtures, on said premises;

D. Not do nor permit to be done, by act or omission, anything which shall impair, lessen, diminish, devalue or deplete the value of the security hereby given.

3. The following covenants, Nos. 1, 2, (unpaid balance of the Note secured hereby plus costs of reconveyance.), 3, 4, (6.25%), 5, 6, (which covenant is deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiency in performance of this Deed of Trust), 7 (reasonable), and 8 and 9 of N.R.S. 107.030, are hereby adopted and made a part of this Deed of Trust.

4. All payments secured hereby shall be paid in lawful money of the United States of America.

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5. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon the premises at all reasonable time for the purposes of: inspecting them; determining Grantors' performance hereof; and taking all reasonable actions they are authorized to perform under the terms of this Deed of Trust.

6. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Grantors shall be entitled less costs and expenses of litigation is hereby assigned by the Grantors to the Beneficiary, who is hereby authorized to receive and receipt for the same and apply such proceeds as received toward the payment of the indebtedness hereby secured, whether due or not.

7. That Grantors hereby give to and assign to Beneficiary, all the rents, issues and profits of the property, RESERVING UNTO GRANTOR HOWEVER, the right, prior to any default by Grantors in payment of any indebtedness secured hereby or in the performance of any agreement herein, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in Beneficiary's own name sue for or otherwise collect such rents, issues and profits (including those past due and unpaid), and apply the same, less costs and expenses of operations and collection, (including reasonable attorney fees), upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The rents assigned are any and all of the following: rents, subrents, earnings, income, receipts, revenues, royalties, issues and profits, including without limitation by enumeration, those on account of oil and gas, and installments under any agreement of sale, that becomes due, or that accrue while any portion of the indebtedness secured by this Deed of Trust remains unpaid, and any and all proceeds and accruals whatsoever that arise out of the

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hiring, subhiring, letting, subletting or otherwise (collectively hereinafter referred to as "leasing") of or from the whole or any part of the property. This assignment of rents is absolute and effective on and after the day of making of this Deed of Trust and is not given as mere additional security for the indebtedness secured by this Deed of Trust but is necessary and an integral part of the consideration given by Grantor to Beneficiary in the transaction that gives rise to this Deed of Trust. The creation, existence or exercise of Grantors' privilege and license to collect rents or Beneficiary's acceptance or exercise of the right to collect rents shall not subordinate this Deed of Trust to any leasing or be Beneficiary's affirmation of any leasing or assumption of any liability under any leasing.

8. If default be made in the payment of the obligations, note or debt secured hereby or in the performance of any of the terms, conditions or covenants of this Security Document, or the payment of any sum payable hereunder, or upon the occurrence of any act or event of default hereunder, and such default is not cured within thirty-five (35) days after written notice of default and of election to sell said property given in the manner provided by N.R.S 107.080 as in effect on the date of this Deed of Trust, Beneficiary may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not arrived.

9. If the Note, debt and obligations secured by this Deed of Trust are secured, also, by a Security Agreement or other written security document given or executed by Grantors as Debtor in favor of Beneficiary, it is agreed that any default in the performance of any promise, covenant, term or condition contained in said Security Agreement or other security document to be performed, kept, or maintained by Debtor therein, or the occurrence of any event of default of any kind under said Security Agreement, or other security document, shall be deemed, at the option of Beneficiary, to constitute a default under this Deed of Trust and Beneficiary shall have the same rights hereunder as though a default had occurred in the performance of a promise, covenant, term, or condition herein contained and specifically herein set out.

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10. The Promissory Note secured by this Deed of Trust is made a part hereof as if fully herein set out.

11. Default under any other Deed of Trust, mortgage, contract, or other instrument, which is, or which creates, a lien, encumbrance, charge or interest of any nature on or in any of the property subject hereto having priority over any lien, right or interest created or existing under this Deed of Trust, or failure to pay or discharge when due any obligation which is secured by, or which constitutes a lien, encumbrance, charge of interest of any nature on or in any property subject hereto having priority over any lien, right or interest created or existing under this Deed of Trust, whether such obligation or the lien thereof is created by writing or otherwise, shall constitute a default under this Deed of Trust, and to the extent Beneficiary elects to advance sums to correct a default, the same shall be secured hereby and be immediately due hereunder, together with interest at the Note rate.

12. Any notices to be given Grantors shall be given by registered or certified mail to Grantors at the address set forth near the signatures on this Deed of Trust or at such substitute address as Grantors may designate in writing duly delivered to Beneficiary and to the Trustee, and such address set forth in this Deed of Trust, or such substitute address as is designated in writing duly served as aforesaid, shall be deemed conclusively to be the correct address of Grantors for all purposes in connection with said Deed of Trust, including, but not limited to, giving of notices permitted or required by statute to be mailed to Grantors.

13. The rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder, or permitted by law, shall be concurrent and cumulative.

14. All the provisions of this instrument shall inure to the benefit of and bind the heirs, legal representatives, successors, and assigns, of each party hereto respectively as the context permits. All obligations of each Grantor hereunder shall be joint and several. The word "Grantors" and any reference thereto shall include the masculine, feminine and neuter genders and the singular and plural, as indicated by the context and number of

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parties hereto.

15. It is expressly agreed that the trusts created hereby are irrevocable by the Grantors.

16. The Grantors hereby covenant and agree that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, or the full or partial release or discharge hereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust nor its satisfaction nor reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

17. At any time or from time to time, without liability therefore and without notice, on written request of Beneficiary and presentation of this Trust Deed and the Note secured thereby for endorsement and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of such property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating such Trust Deed to subsequent liens, encumbrances or charges therein.

18. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separate from the remaining provisions and shall in no way affect the validity of this Deed of Trust.

19. The property subject to this Deed of Trust shall include that herein described, and in addition, the following that now or hereafter are attached to or installed in, or placed in or upon any building or improvement on any portion of the described real property, which shall, for all purposes, be deemed to be fixtures: (a) all buildings, modular homes, manufactured housing, mobile homes and improvements now on or hereafter built, placed, constructed or installed on any portion of the premises as real property; (b) all building fixtures, appliances and equipment, including, but not limited to, all ranges, stoves, ovens, compactors, disposals, dishwashers, heaters, furnaces, boilers, hot water heaters, heating and cooling and air conditioning installations with equipment, appliances and compressors; all wiring, panels, lighting fixtures, other electrical or electronic equipment and

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installations; all plumbing, plumbing fixtures and equipment; (c) all drapes, carpets and floor and window coverings; (d) all fences and gates; and (e) all landscaping. All of such fixtures, furnishings, equipment and improvements are, and shall become a permanent accession to the land contained in the described real property and to such buildings or improvements, and a part of the real property conveyed under this Deed of Trust, whether or not the same may be subject to any Security Agreement.

20. To the extent this Deed of Trust contains fixtures and personal property, it is intended to be a fixture filing, financing statement and security agreement and to perfect a security interest in the personal property and fixtures pursuant to the Nevada Uniform Commercial Code.

21. The undersigned warrant and represent that they have the power and authority to make, execute and deliver this Deed of Trust.

22. The rights and remedies of Beneficiary upon the occurrence of one or more defaults by Grantors (whether such rights and remedies are conferred by statute, by rule of law, by this Deed of Trust, or otherwise) may be exercised by Beneficiary, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order. The exercise by Beneficiary or Trustee of any one or more of such rights and remedies shall not be construed to be an election of remedies nor a waiver of any other rights and remedies Beneficiary might have unless, and limited to the extent that, Beneficiary shall so elect or so waive by an instrument in writing delivered to Trustee. Without limiting the generality of the foregoing, to the extent that this Deed of Trust covers both real property, personal property and collateral, Beneficiary may, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order:

A. Proceed as to both the real property, personal property and collateral in accordance with Beneficiary's rights and remedies in respect of the real property; or

B. Proceed as to the real property in accordance with Beneficiary's rights and remedies in respect of the real property and proceed as to the personal property and collateral in accordance with Beneficiary's rights and remedies in respect of the personal property and collateral.

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Beneficiary may, in the sole discretion of Beneficiary, appoint Trustee as the agent of Beneficiary for the purpose of disposition of the personal property in accordance with the Nevada Uniform Commercial Code -- Secured Transactions.

If Beneficiary should elect to proceed as to both the real property, personal property and collateral in accordance with Beneficiary's rights and remedies in respect of the real property, all the real and personal property and all the collateral may be sold, in the manner and at the time and place provided in this Deed of Trust in one lot or in separate lots consisting of any combination or combinations of property and collateral, as Beneficiary may elect, in the sole discretion of Beneficiary.

Grantors acknowledge and agree that a disposition of the personal property and collateral in accordance with Beneficiary's rights and remedies in respect to real property under NRS Chapter 107, is a commercially reasonable disposition of the personal property and collateral.

If Beneficiary should elect to proceed as to the personal property and collateral in accordance with Beneficiary's rights and remedies in respect to personal property, Beneficiary shall have all the rights and remedies conferred on a secured party by NRS 104.9501 to NRS 104.9507, both inclusive.

23. Grantors will execute and promptly deliver to Beneficiary and Trustee any financing statements and other documents reasonably requested by Beneficiary for creation, perfection and enforcement of the trust and security interest in the collateral and to give good faith, diligent cooperation to Beneficiary and to perform such other acts as reasonably requested by Beneficiary for perfection and enforcement of the trust and security interest. Beneficiary is authorized to file, record or otherwise utilize this and any similar document as is necessary for perfection and enforcement of the trust and security interest granted hereby.

24. SHOULD ALL OR ANY PART OF THE PROPERTY SECURED BY THIS DEED OF TRUST BE CONTRACTED TO BE OR IS SOLD, TRANSFERRED, FURTHER ENCUMBERED OR

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CONVEYED WITHOUT THE PRIOR WRITTEN CONSENT OF BENEFICIARY, THEN THE NOTE SECURED  
HEREBY SHALL BECOME IMMEDIATELY DUE AND PAYABLE AT THE OPTION OF THE HOLDER OF  
SAID NOTE.

25. Except as may be in conflict with the terms herein, all uniform and non-uniform covenants set  
forth in that Deed of Trust dated June 17, 2004 executed by the Grantors herein to PRLAP, Inc., Trustee for Bank of  
America, N.A., Beneficiary recorded July 12, 2004 in Book 188 of Official Records at page 295 in the office of the  
County Recorder of Lincoln County, Nevada are hereby incorporated by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantors have executed these presents the day and year  
first above written.

GRANTORS:

*Floyd Terry Keith Simmers*  
FLOYD TERRY KEITH SIMMERS

*Robin Elizabeth Simmers*  
ROBIN ELIZABETH SIMMERS

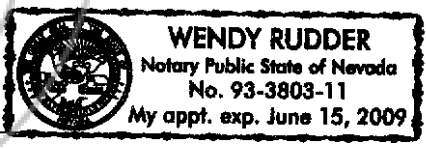
GRANTORS' ADDRESS:

5 Quarter Circle  
Alamo, NV 89001

STATE OF NEVADA )  
COUNTY OF Clark )

This instrument was acknowledged before me on February 21, 2008,  
by FLOYD TERRY KEITH SIMMERS and ROBIN ELIZABETH SIMMERS

*Wendy Rudder*  
NOTARY PUBLIC



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ACCEPTED & APPROVED:

ORIGEN FINANCIAL, LLC, a Delaware  
Limited Liability Company

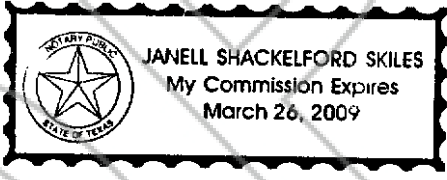
By: [Signature]

Title: VICE PRESIDENT

STATE OF TEXAS )  
  )  
COUNTY OF TARRANT )

This instrument was acknowledged before me on February 28, 2008, by  
Jeffrey Eizenca Vice President of ORIGEN FINANCIAL, LLC, a Delaware  
Limited Liability Company.

[Signature]  
NOTARY PUBLIC



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