

DOC # 0212437

09/10/2008

02 16 PM

Official Record

Recording requested By
STEWART TITLE

Eureka County - NV
Mike Rebaleati - Recorder

Fee: \$54.00

Page 1 of 16

RPTT

Recorded By: FS

Book- 0476 Page- 0330

APN: 007-396-25



365941

After Recording Return To:

CMH Homes, Inc.

5000 Clayton Road

Maryville, Tennessee 37804



This Instrument Prepared By:

168677-04

1010629

Satisfaction: The debt secured by the
within Deed of Trust together with the
Note secured thereby has been satisfied
in full. This _____ day of _____,
20_____

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in this document are defined below and other words are defined in various Sections of this document.

(A) "Security Instrument" means this document, which is dated _____, together with all Riders to this document.

(B) "Borrower" is/are Randy S. Peek and Kristin A. Peek, who is/are obligated under the Note (defined below).

(C) "Lender" is VANDERBILT MORTGAGE AND FINANCE, INC., a corporation organized and existing under the laws of Tennessee, with an address of PO Box 9800, Maryville, Tennessee 37802. Lender is the beneficiary under this Security Instrument. The term "Lender" also includes anyone who takes the Note and this Security Instrument by transfer and who is entitled to receive payments under the

Note ("Note Holder").

(D) **"Trustee"** is Tom Corea.

(E) **"Note"** means the Promissory Note signed by Borrower and dated _____ The Note states that Borrower owes Lender U.S. \$139,239.50 plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 10/01/2038.

(F) **"Property"** means and refers to the real property and improvements described under the heading "Transfer of Rights in the Property."

(G) **"Manufactured Home"** means and refers, if the information called for by the following table is completed, to the below described manufactured home, and all accessions, attachments, accessories, replacements and additions thereto, whether added now or later (but not including any "household goods" as defined in the FTC Credit Practices Rule, 16 C.F.R. 444, if the Loan proceeds do not provide for the purchase of such items) and all proceeds and products thereof:

TRADE NAME:	ADDITIONAL ACCESSORIES AND FURNISHINGS:	
CMH	ITEM AND SERIAL NUMBER:	
YEAR:		
MODEL: FRIESIDE		
SERIAL NO: RSO		
SERIAL NO:		

Description of Manufactured Home: New ☒ [X]

Used ☐ []

(H) **"Loan"** means the debt evidenced by the Note, plus interest and late charges due under the Note, and all sums due under this Security Instrument and Security Agreement, plus interest.

(I) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower.

(J) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law), as well as all applicable final, non-appealable judicial opinions.

(K) **"Community Association Dues, Fees and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, transfers initiated by internet, wire transfers, and automated clearinghouse transfers.

(M) **"Escrow Items"** means those items that are described in Section 3.

(N) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of

the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note, this Security Instrument or Security Agreement.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described real property located in the county of (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

which currently has the address of 560 3RD STREET EUREKA NV89316, ("Property Address").

Derivation Clause

The instrument constituting the source of the Borrower's interest in the foregoing described Property was a [☐ Warranty Deed] [☐ Quitclaim Deed] [☐ Other (As Described):
_____ recorded [☐] at Book _____,
Page _____, or [☐] under Instrument No. _____ in
the _____ of _____ County, State of Nevada.

TOGETHER WITH all improvements now or hereafter erected on the Property, specifically including, if completed, the manufactured home described in clause "(G)" of "DEFINITIONS" hereinabove (the "Manufactured Home"), or a modular home (not further particularly described herein), and all easements, appurtenances, and fixtures now or hereafter a part of the Property (herein the "Improvements"). All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."



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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

If a Manufactured Home is or will be an Improvement to the Property, BORROWER ADDITIONALLY COVENANTS that Borrower expressly intends the Manufactured Home to be a part of and fixture to the Property so as to constitute an improvement to the Property; the Manufactured Home's wheels, axles and hitch have been or will be removed; the Manufactured Home is or will be affixed to a permanent foundation or underpinning; the Manufactured Home is or will be connected to utilities; the title to the Manufactured Home has been or will be surrendered and cancelled if and as allowed by law; the Manufactured Home will not be removed from the Property; and Borrower will take such action or refrain from taking such action as may be deemed necessary by Lender for the Manufactured Home to be and constitute the Property.

BORROWER AND LENDER COVENANTS AND AGREEMENTS

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 9 of the Note. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or without prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. Lender is not obligated to pay interest on such unapplied funds. Lender, at its election, may hold such unapplied funds until Borrower makes payment to bring the Loan current or until such funds are sufficient to make a full installment payment of principal and interest. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure and effecting remedies under this Security Instrument. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note or performing the covenants and agreements secured by this

DEED OF TRUST-TITLE SURRD OR MOD-NV/nvmorts417
New 5/19/2008

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Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then either to reduce the principal balance of the Note or to be applied to future Periodic Payments, as Lender may in its discretion determine, unless Borrower makes such payment in compliance with the requirements and conditions of Section 5 of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum to provide for payment of amounts due for premiums for any and all insurance required by Lender under Section 5 on the Property ("Insurance Escrow"). At the time the Loan is made Lender does not require the payment of amounts for taxes, assessments, charges, fines and impositions attributable to the Property which can attain priority over this Security Instrument (called "Taxes Escrow" if required by Lender under the following provisions). Items which are subject to escrow are called "Escrow Items" and all funds paid into escrow are "Funds" or "Escrow Funds." At any time during the term of the Loan, Lender may require Borrower to make payments for a Taxes Escrow, as well as for the payment into escrow of Community Association Dues, Fees and Assessments, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 7. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 7 and pay such amount and Borrower shall then be obligated under Section 7 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 9 of the Note and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.



Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Applicable Law requires interest to be paid on the Funds, 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 as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions, and Community Association Dues, Fees and Assessments, attributable to the Property which can attain priority over this Security Instrument. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings if approved in writing by Lender, which approval shall not unreasonably be withheld, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

If Borrower fails to satisfy the lien or take one or more of the actions set forth above in this Section 4, Lender may pay any such taxes, assessment, charges, fines and impositions, or Community Association Dues, Fees and Assessments, at Lender's option and at Borrower's expense. Any amounts paid by Lender under this Section 4 shall become additional debt of the Borrower secured by this Security Instrument. These amounts may bear interest at the rate provided for in the Note, unless prohibited by Applicable Law, and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

Lender, at the time this Loan is made or at any time during the term of the Loan, may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, unless prohibited by Applicable Law.

5. Property Insurance. Borrower shall keep the Improvements insured against loss by fire, hazards included within the term "extended coverage," and any other hazards for which Lender requires insurance (and specifically including flood insurance, if applicable), during the term of the Note and at Borrower's expense ("Property Insurance"). This insurance shall be maintained in the amounts (including deductible levels) and for the types of coverage that Lender requires. The insurance policy must contain a standard mortgage clause and name Lender as mortgagee and/or additional loss payee (as Lender's interest may appear), and provide for at least ten (10) days prior notice of cancellation to Lender. Borrower agrees to provide written proof of coverage within five (5) days of Lender's request.

BORROWER HAS THE RIGHT TO CHOOSE THE PERSON THROUGH WHOM THE PROPERTY INSURANCE IS TO BE OBTAINED AND THE INSURANCE CARRIER. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification, unless prohibited by Applicable Law. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower, unless prohibited by Applicable Law.

Lender's Right to Obtain Property Insurance

If Borrower fails to maintain any of the coverages described above or fails to provide Lender with satisfactory proof of coverage, or should such insurance, for any reason, not be in place to protect Lender's interests, Lender, in its sole discretion, may obtain such Property Insurance, but is under no legal obligation to do so.

Before obtaining insurance in these circumstances, Lender will in good faith attempt to inform Borrower in writing of the need for Borrower to obtain Property Insurance and/or to provide evidence thereof. If obtained by Lender, the cost of such will be added to the amount due under the Loan, and will be due and payable by Borrower upon demand by Lender or in payments added to the Borrower's regularly scheduled Period Payments or as is otherwise required by Lender. Lender may charge Borrower interest on such cost at the interest rate provided for in the Note, unless prohibited by Applicable Law.

The Property Insurance obtained by Lender may be materially different from the insurance, if any, initially financed under this Loan or insurance Borrower may have obtained initially or have obtained at any time during the term of the Loan, and may be significantly more expensive to Borrower than if Borrower had obtained such insurance. Consequently, Lender makes the following disclosures to Borrower:

(a) The Property Insurance Lender obtains is intended solely to protect Lender's interest hereunder, and Lender may not obtain coverages beyond those which insure loss or damage to the Improvements required to be insured hereunder; in particular, such insurance may not provide coverage for personal effects, adjacent structures, medical expenses or personal liability; additionally, such coverage may not insure the Improvements in an amount equal to the unpaid balance due under this Loan and, consequently, in the event of loss or damage the insurance may not pay the full amount of the unpaid balance of the Loan;

(b) The cost of this insurance may be higher than if Borrower satisfied its obligation hereunder and acquired such insurance; Lender is being required to obtain such insurance due to Borrower's default and, consequently, Borrower acknowledges and agrees that Lender has no duty to obtain insurance which the Borrower could obtain, which is the least expensive, or which has a competitive marketplace premium or any other particular quality;

(c) Lender or its affiliates may be reimbursed for expenses and/or profit from taking action to cure Borrower's default to provide and maintain such insurance;

(d) Borrower's execution of this Security Instrument authorizes Lender to provide to third parties any information necessary to obtain and monitor such insurance; and

(e) Borrower may, as stated above, at any time, including after Lender has obtained Property Insurance, obtain such insurance through the agent or insurance carrier of Borrower's choice; if Borrower obtains and provides Lender with sufficient evidence of insurance coverage, the insurance coverage obtained by Lender will be cancelled and Lender will obtain the refund of the premium, if any, due to the cancellation of such insurance obtained by Lender and apply such refund to the unpaid balance of the Note.

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. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds shall be applied to repair or restoration of the Improvements, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect the Improvements to ensure the repair or restoration work has been completed to Lender's satisfaction. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, as determined in Lender's sole discretion, reasonably exercised, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Borrower expressly hereby agrees that Lender may file, negotiate and settle any available insurance claim and related matters. In any event, if Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim,

then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 20 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Improvements. Lender may use the insurance proceeds either to repair or restore the Improvements or to pay amounts unpaid under the Note and this Security Instrument, whether or not then due.

6. Preservation, Maintenance and Protection of the Improvements; Inspections. Borrower shall not destroy, damage or impair the Improvements, allow such to deteriorate or commit waste thereon. Whether or not Borrower is residing on the Property, Borrower shall maintain the Improvements in good order to prevent such from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Improvements if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring such only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property, including an inspection of the interior of the Improvements, in which case Lender shall give Borrower notice prior to such inspection.

7. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or Lender's rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest therein and rights under this Security Instrument, including protecting and/or assessing the value of the Property and Improvements, and securing and/or repairing the Property and Improvements. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 7, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 7.

Any amounts disbursed by Lender under this Section 7 shall become additional debt of Borrower

secured by this Security Instrument and the Security Agreement. These amounts may bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment, unless regulated by Applicable Law otherwise.

8. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender. If the Improvements are damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Improvements, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds in the same manner as set forth in Section 5 above relating to proceeds of property insurance.

In the event of a total or partial taking, total or partial destruction, or total or partial loss in value of the Property or Improvements, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 15 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to repair or restoration of the Property or Improvements or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property or Improvements shall be applied in the order provided for in Section 2.

9. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note, a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note and this Security Instrument. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchase agreement.

Neither Borrower, Lender, successor holder of this Security Instrument, nor any Loan Servicer, may commence, join, or be joined to any judicial action (as either an individual litigant or the member of

a class) that relates to the Note or this Security Instrument or which arises from the other party's actions pursuant to the Note or this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, the Note or this Security Instrument, until such party has notified the other party (with such notice given in compliance with the requirements of Section 9 of the Note) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The Notice of Default (defined in Section 8(D) of the Note) and notice of acceleration given to Borrower pursuant to Section 8 of the Note shall be deemed to satisfy the notice provisions of this Section 9.

10. Hazardous Substances. As used in this Section 10: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property or Improvements. Borrower shall not do, nor allow anyone else to do, anything affecting the Property or Improvements (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property or the Improvements. The preceding two sentences shall not apply to the presence, use, or storage on the Property or Improvements of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property or Improvements, including, but not limited to, hazardous substances in consumer products.

Borrower shall promptly give Note Holder written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or Improvements and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property or Improvements. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property or Improvements is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

11. Notice of Default and Right to Cure Default; Acceleration; Right to Reinstate After
DEED OF TRUST-TITLE SURRO OR MOD-NV/nvmorts417
New 5/19/2008

002491680-00010
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Acceleration. The Borrower has certain rights with respect to curing defaults under the Note (including the Security Agreement) or this Security Instrument, as well as the right to reinstate the Loan upon compliance with certain conditions. Such rights, when they are applicable and how the Borrower may exercise them, are set forth in Section 8 of the Note, all of which terms and provisions are incorporated herein as if fully set forth herein.

12. **Lender Remedies Under This Security Instrument.** If the default under the Note or this Security Instrument is not cured within the period specified in the Notice of Default and Right to Cure Default, or if a Notice of Default and Right to Cure Default is not required to be sent by Lender, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand, except as may be required by Applicable Law, and may invoke the power of sale and any other remedies permitted by Applicable Law.

If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 12, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lenders' election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the 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 time 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 any order Trustee determines. 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 its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property 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: (1) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (2) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

13. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.



14. **Substitute Trustee.** Lender at its 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 Trustee herein and by Applicable Law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

[Signature] (Seal)
- Borrower

[Signature] (Seal)
- Borrower

_____[Space Below This Line For Acknowledgment]_____

STATE OF NEVADA

COUNTY OF Carson City

On 9/4/08, before me, a Notary Public, personally appeared Randy S Peck and Kristin A Peck known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he (she or they) executed it.

(Seal)

[Signature]

Signature of Notary Public

Karen Bice
Name of Notary Public

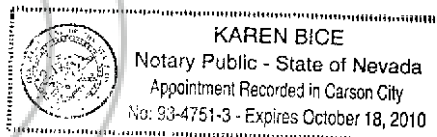


EXHIBIT "A"
Legal Description

Parcel F as shown on that certain Parcel Map for GARY and JONILYNN HALL filed in the Office of the County Recorder of Eureka County, State of Nevada, on August 19, 1988, as File No. 120755, being a portion of Parcel "D" of Parcel Map, Document No. 118810, E1/2 Section 17, TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B.&M.

EXCEPTING THEREFROM all the oil and gas lying in and under said land as reserved by the U.S.A., in Patent recorded April 15, 1966, in Book 10, Page 331, Official Records, Eureka County, Nevada.

EXCEPTING THEREFROM an undivided one-half interest in and to all of their right, title and interest in the mineral rights lying in and under said land as reserved by EARL A. RASMUSSEN and LAVERNIA C. RASMUSSEN, as Co-Trustees of the RASMUSSEN TRUST, et al in deeds recorded March 26, 1996, in Book 294 and Pages 266 and 274, and recorded July 11, 1996, in Book 297, Pages 482, 485, 490, 494, 498 and 502, Official Records, Eureka County, Nevada

APN: 007-396-25

Order Number: 00168677



365941

Record & Return by ☐ Mail ☐ Pickup to:

CMH Homes, Inc.

5000 Clayton Road

Maryville, Tennessee 37804

This Instrument Prepared By:

MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT

This Rider is made this 4th day of Sept., 2008 and is incorporated into and amends and supplements the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Buyer/Borrower") to secure Buyer/Borrower's payments and obligations under that certain manufactured home retail installment contract and disclosure statement or manufactured home promissory note, security agreement and disclosure statement with CMH HOMES, INC. ("Seller"), VANDERBILT MORTGAGE AND FINANCE, INC. ("Assignee") (and each severally and jointly the "Seller" herein, regardless of how denominated in the Security Instrument), and the Buyer/Borrower (the "Contract") of the same date as the Contract, and being secured by the real property described in the Security Instrument ("Property").

Buyer/Borrower agrees that the Security Instrument is amended and supplemented as follows:

1. Rider Controlling. IF THERE IS A CONFLICT BETWEEN THE PROVISIONS OF THIS RIDER AND THOSE IN THE SECURITY INSTRUMENT, THE PROVISIONS IN THIS RIDER SHALL CONTROL. SUCH CONFLICTING PROVISIONS IN THE SECURITY INSTRUMENT SHALL BE DEEMED INEFFECTIVE OR MODIFIED AS NECESSARY TO MAKE SUCH CONFLICTING PROVISIONS CONSISTENT WITH THE PROVISIONS OF THIS RIDER.

2. Treatment of Manufactured Home. The Buyer/Borrower agrees (as marked and initialed by Buyer/Borrower) that the following described Manufactured Home, which is or will be sited on the Property, will have the following character:

(a) Manufactured Home Is and Remains Personal Property. ☐ (Buyer/Borrower Initials): _____

If this Section 2(a) is marked and initialed, the Manufactured Home shall retain its character as personal property and shall not become or be considered to be part of the Property, and shall be regulated by the provisions of the Contract pursuant to which Buyer/Borrower has granted Seller a personal property security interest in the Manufactured Home.

(b) Manufactured Home Is Real Property. ☒ (Buyer/Borrower Initials): RP CP

If this Section 2(b) is marked and initialed, the Manufactured Home shall be considered an improvement to the Property and thereby become a part of the Property. The term "Property" herein and in the Security Instrument shall be inclusive of the Manufactured Home.

Page 1
MH Rider to Various Forms of Mtg/DT's - Univ (type2-All) MHRSI353

Revised 11/27/2006 002491680-00010



0212437

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(Description of Manufactured Home)

Make: CMH

Year: 2008

Model: FRIESIDE

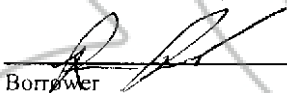
Serial Number(s): RSQ (the "Manufactured Home" herein)

3. Covenants and Agreements of Borrower as to Manufactured Home. If Section 2(a) has been marked and initialed, the Buyer/Borrower covenants and confirms that the Manufactured Home is and shall remain personal property, separate and severable from the Property, and Buyer/Borrower agrees not to take any action, or fail to take any action, the consequence of which would be to change the status of the Manufactured Home from personal property, provided that the Buyer/Borrower may treat the Manufactured Home as real property for ad valorem and similar tax purposes if such treatment is permissible under state law notwithstanding that the Manufactured Home is personal property otherwise and such tax treatment does not otherwise affect or negate the treatment of the Manufactured Home as personal property.

Buyer/Borrower agrees that Seller shall have the following rights and remedies in the event Seller commences proceedings for the foreclosure and sale of the Property: (a) After Seller repossesses or recovers the Manufactured Home, Seller may sell the Manufactured Home and apply the net sale proceeds (after having deducted the fees and costs permitted under the Contract and applicable law) toward any remaining amount Buyer/Borrower owes under the Contract. (b) In the event of any foreclosure sale of the Property, the Manufactured Home may, at Seller's election, be sold with the Property as a whole or sold separately. It shall not be necessary to have the Manufactured Home present at the place of sale of the Property. (c) Seller may exercise its rights and remedies relative to the Manufactured Home and Property in such order or manner as Seller may elect.

4. Borrower Covenants and Agreements When Manufactured Home Converted to Real Property. If Section 2(b) has been marked and initialed, Buyer/Borrower covenants and agrees that the Manufactured Home is or will be an improvement to the Property, and thus be or become a part of the Property. Additionally, Buyer/Borrower agrees and covenants (to the extent such is not now the case): to affix, and keep so affixed, the Manufactured Home to a permanent foundation; to comply with all applicable law otherwise relating to the affixation of the Manufactured Home; to remove the wheels, axles, tow bar and hitch, as may be applicable; that the Manufactured Home's being affixed to the Property does not and will not violate any zoning laws or restrictive covenants relating to the Property; to surrender the certificate of title to the Manufactured Home, if required by Seller and permitted by applicable law, to obtain any and all requisite governmental approvals and documentation necessary for the Manufactured Home to be treated as real property under applicable law and to comply with Seller's reasonable requests in connection therewith; and not to take such action or refrain from taking such action, the consequence of which would be to change the status of the Manufactured Home from real property status to personal property status under applicable law.

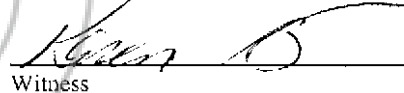
By signing below, Buyer/Borrower accepts and agrees to the terms and covenants contained in this Rider.

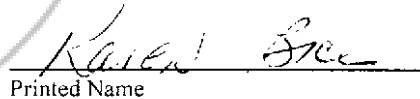
 (Seal)
Borrower

RANDY S PEEK
Printed Name

 (Seal)
Borrower

KRISTIN A PEEK
Printed Name

 (Seal)
Witness

 (Seal)
Printed Name

Witness

Printed Name