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REQUESTED BY
Peelle Mgmt Corp
IN OFFICIAL RECORDS OF
DOUGLAS CO., NV

2004 JUN 22 AM 10:56

WERNER CHRISTEN
RECORDER

\$16⁰⁰ PAID *KJ* DEPUTY

APN NUMBER: 1221-06-001-004

TITLE OF DOCUMENT:
ASSIGNMENT OF DEED OF TRUST

RECORDING REQUESTED BY:
PEELLE MANAGEMENT CORPORATION

RETURN TO:
SEE ATTACHED
When Recorded, Return to:
PEELLE ASSIGNMENT DIVISION
P.O. BOX 30014
RENO, NV 89520-3014
JOB # 90840

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.

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When Recorded, Return to:
PEELLE ASSIGNMENT DIVISION
P.O. BOX 30014
RENO, NV 89520-3014
JOB # 90840

MIN #1002696-0008936898-0
MALS #1-888-674-6377

ASSIGNMENT OF DEED OF TRUST

Loan Number:
1144838

27-005

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 6311 Ridgewood Rd, Suite W400, Jackson, MS 39211, does hereby grant, sell, assign, transfer and convey unto _____, a corporation organized and existing under the laws of the United States (herein "Assignee"), whose address is

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
organized and existing under the laws of Delaware
PO Box 2026, Flint, MI 48501-2026

8936898
4791

all beneficial interest under a certain Deed of Trust, dated October 30, 2003, made and executed by Charles D. Austin & Denise N. Lowrance, to Marquis Title Trustee, and given to secure payment of \$251,600.00 which Deed of Trust is of record in Book, Volume, or Liber No. 1103, at page 01435 (or as No. 0595863) of the Chancery Clerk's Records of Douglas County, State of Nevada, together with the note(s) and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Deed of Trust

TO HAVE AND TO HOLD, the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Deed of Trust.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Deed of Trust on November 6, 2003.

CIMARRON MORTGAGE COMPANY
d/b/a The Mortgage Warehouse

BY: Patricia C. McMullan
Patricia C. McMullan
Senior Vice President

SEAL

Seal

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within-named Patricia C. McMullan, who acknowledged to me that she is Senior Vice President of CIMARRON MORTGAGE COMPANY, a Mississippi corporation, d/b/a The Mortgage Warehouse, and that she signed and delivered the above and foregoing instrument acting for and on behalf of said corporation, after having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 06 day of November, 2003.

My Commission Expires:
June 5, 2005

SEAL

Charise H. Mullin
Notary Public - Charise H. Mullin

This Instrument Prepared By: Amy Robertson, Cimarron Mortgage Company, address: P. O. Box 12830, Jackson, MS 39236-2830, tel. no: 601-899-1500

Multistate/4/DTGeneric

0616774

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- (I) "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.
- (J) "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.
- (K) "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, wire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" means those items that are described in Section 3.
- (M) "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.
- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (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 and/or this Security Instrument.

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 and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **County** of **Douglas** [Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOT 3, AS SHOWN ON THE OFFICIAL MAP OF FISH SPRINGS ESTATES, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON AUGUST 30, 1973, IN BOOK 873, PAGE 1006, AS DOCUMENTS NO. 68451.

PARCEL:1221-06-001-004

which currently has the address of

Gardnerville, Nevada [City]

2030 FISH SPRINGS RD [Street]

89410 ("Property Address"): [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. 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."