

DEED OF TRUST

\* \* \*

THIS DEED OF TRUST, made this 16TH day of AUGUST  
19 88, by and between JOHN L. AND DONNA B. PRUTSMAN  
 as Grantor, and Frontier Title Company as Trustee, and  
EARL A. AND LAVERNIA C. RASMUSSEN, his wife, as  
 joint tenants with right of survivorship and not as tenants in  
 common, of (address) P.O. BOX 112, EUREKA, NEVADA 89316,  
 Beneficiary.

W I T N E S S E T H :

That Grantor hereby grants, transfers and assigns to  
 the Trustee in trust, with power of sale, all of the following  
 described real property situate in the County of Eureka, State  
 of Nevada, more particularly described as follows, to-wit:

All that certain real property situate in the  
 County of Eureka, State of Nevada, more  
 particularly described as follows:

LOT 2 OF LOT 2 OF PARCEL A AS SHOWN ON PARCEL MAP FILED  
BY RONALD AND EVELYN NAILLON, OCTOBER 21, 1985 AS FILED  
#100554 OF OFFICIAL RECORDS OF EUREKA

EXCEPTING THEREFROM, all the oil and gas in an under  
 said land, reserved by the United States of America in Patent,  
 recorded April 15, 1966, in Book 10, Page 331, official Records,  
 Eureka County, Nevada. Together with all buildings and improve-  
 ments thereon.

TOGETHER with the tenements, hereditaments, and  
 appurtenances thereunto belonging or in anywise appertaining,  
 and the reversion and reversions, remainder and remainders,  
 rents, issues and profits thereof.

See Bk 205, Pg. 078 for Ass's jointment  
 See Bk 221, Pg. 488 for Fred's Trustee  
 & Acconingone

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

4 ONE: Payment of an inbedtedness evidenced by a certain  
5 Promissory Note dated August 16, 1988, in the principal  
6 amount of \$ 16,500.00, with the interest thereon, expenses,  
7 attorney fees and other payments therein provided, executed and  
8 delivered by the Grantor payable to the beneficiary or order  
9 and any and all extensions or renewals thereof.

10 TWO: Payment of such additional amounts as may be here-  
11 after loaned by the Beneficiary to the Grantor or any successor  
12 in interest of the Grantor, with interest thereon, expenses and  
13 attorney fees, and any other indebtedness or obligation of the  
14 Grantor to the Beneficiary.

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

18 FOUR: Payment, performance and discharge of each and  
19 every obligation, covenant, promise and agreement of Grantor  
20 herein or in said ote contained and of all renewals, extensions,  
21 revisions and amendments of the above described notes and any  
22 other indebtedness or obligation secured hereby.

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

25 1. The Beneficiary has the right to record notice that  
26 this Deed of Trust is scurity for additional amounts and obliga-  
27 tions not specifically mentioned herein but which constitute  
28 indebtedness or obligations of the Grantor for which the  
Beneficiary may claim this Deed of Trust as Security.

2. The Grantor shall keep the property herein described  
in good condition, order and repair; shall not remove, demolish,  
neglect, or damage any buildings, fixtures, improvements or  
landscaping thereon or hereafter palced or constructed thereon;  
shall not commit or permit any waste or deterioration of the  
land, buildings, and improvements; and shall not do nor to be  
done anything which shall impair, lessen, diminish or deplete  
the security hereby given.

1 3. The following covenants, Nos. 1; at ( N/A ) :  
2 3; 4( ); 5; 6; 7 ( reasonable); 8; and 9 of N.R.S.  
3 107.030 are hereby adopted and made a part of this Deed of Trust.  
4 In connection with Covenant No. 6, it shall be deemed to include  
5 and apply to all conditions, covenants and agreements contained  
6 herein in addition to those adopted by reference, and to any and  
7 all defaults of deficiencies in performance of this Deed of Trust.

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

10 5. The beneficiary and any persons authorized by the  
11 Beneficiary shall have the right to enter upon and inspect the  
12 premises at all reasonable times.

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

21 7. If default be made in the performance or payment  
22 of the obligation, note or debt secured hereby or in the per-  
23 formance of any of the terms, conditions and covenants of this  
24 Deed of Trust, or the payment of any sum or obligation to be  
25 paid hereunder, or upon the occurrence of any act or event of  
26 default hereunder, and such default is not cured within thirty-  
27 five (35) days after written notice of default and of election  
28 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 yet arrived.

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

9. The commencement of any proceeding under the  
Bankruptcy or Insolvency laws by or against the Grantor or the  
maker of the note secured hereby; or the appointment of receiver  
for any of the assets of the Grantor hereof or the maker of the

1 Note secured hereby of a general assignment for the benefit of  
2 creditors, shall constitute a default under this Deed of Trust.

3 10. The rights and remedies herein granted shall not  
4 exclude any other rights or remedies granted by law, and all  
5 rights or remedies granted hereunder of permitted by law shall  
6 be concurrent and cumulative.

7 11. All the provisions of this instrument shall insure  
8 to and bind the heirs, legal representatives, successors and  
9 assigns of each party hereto respectively as the context permits.  
10 All obligations of each Grantor hereunder shall be joint and  
11 several. The word "Grantor" and any reference thereto shall  
12 include the masculine, feminine and neuter genders and the  
13 singular and plural, as indicated by the context and number of  
14 parties hereto.

15 12. Any notice given to Grantor under Section 107.080  
16 of N.R.S in connection with this Deed of Trust shall be given by  
17 registered or certified letter to the Grantor addressed to the  
18 address set forth near the signatures on this Deed of Trust, or  
19 at such substitute address as Grantor may direct in writing to  
20 Beneficiary and such notice shall be binding upon the Grantor  
21 and all assignees or grantees of the grantor.

22 13. It is expressly agreed that the trusts created  
23 hereby are irrevocable by the Grantor.

24 IN WITNESS WHEREOF: The Grantor has executed these  
25 presents the day and year first above written.

26 GRANTOR:

27 *John L. Putter*  
28 *Dorothy B. Putter*  
P.O. BOX 253  
EUREKA, NEVADA 89316

BENEFICIARY:

*Carl A. Kasmussen*  
*Dorothy C. Kasmussen*  
P.O. BOX 112  
EUREKA, NEVADA 89316

NOTARY

121705  
OFFICIAL RECORDS  
EUREKA, NEVADA  
FEB 21 1988

RECORDED AT THE REQUEST OF  
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