

121817
DEED OF TRUST

1 THIS DEED OF TRUST, made this 20th day of September 1988
2 by and between CLYDE L. ORAM, A SINGLE MAN
3 as Grantor, and Frontier Title Company as Trustee, and EARL A.
4 RASMUSSEN & LAVERNIA C. RASMUSSEN, his wife, as
5 joint tenants with right of survivorship and not as tenants in
6 common, of P.O. Box 112, Eureka, Nevada, 89316; Beneficiary.

7
8 W I T N E S S E T H :

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

13 All that certain real property situate in the
14 County of Eureka, State of Nevada, more
15 particularly described as follows:
16 Lot 2, of Parcel H., as shown on that certain Large Division Map
17 of the E. 1/2 S. 17, T. 20 N. R. 53 E., M.D.B.M., as Filed on September
18 18, 1981, by Earl A. Rasmussen, in the Official Records of Eureka
19 County, as File Number 81925.

20 EXCEPTING THEREFROM all the oil and gas in an
21 under said land, reserved by the United States
22 of America in Patent, recorded April 15, 1966,
23 in Book 10, Page 331, Official Records, Eureka
24 County, Nevada. Together with all buildings and
25 improvements thereon.

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

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

BOOK 185 PAGE 066

See BK. 205, Pg. 078
for Assignment

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

4 ONE: Payment of an indebtedness evidenced by a certain
5 Promissory Note dated 20 September, 1988, in the principal
6 amount of \$12,000.00, with interest thereon, expenses,
7 attorney fees and other payments therein provided, executed and
8 delivered by the Grantor payable to the Beneficiary or order and
9 any and all extensions or renewals thereof.

10 TWO: Payment of such additional amounts as may be hereafter
11 loaned by the Beneficiary to the Grantor, with interest thereon,
12 expenses and attorney fees, and any other indebtedness or obli-
13 gation of the Grantor to the beneficiary.

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

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

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

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

29 2. The grantor shall keep the property herein described
30 in good condition, order and repair; shall not remove, demolish,
31 neglect, or damage any buildings, fixtures, improvements or land-
32 scaping thereon or hereafter placed or constructed thereon, shall
33 not commit or permit any waste or deterioration of the land,
34 buildings, and improvements; and shall not do nor to be done any-
35 thing which shall impair, lessen, diminish or deplete the security
36 hereby given.

1 3. The following covenants, Nos. 1; at (),
2 3; 4(); 5; 6; 7 (reasonable); 8; and 9 or 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

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

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

11. All the provisions of this instrument shall insure to 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 "Grantor" 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 parties hereto.

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

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

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

GRANTOR:

Clyde S. Gram

5067 West 5200 South

Rexburg, Idaho. 83440

NOTARY

Carolyn M. Olsen
3rd October 1988

BENEFICIARY:

Earl A. Rasmussen
Lavernia C. Rasmussen

Lavernia C. Rasmussen



CAROLYN M. OLSEN
Notary Public - State of Nevada
EUREKA COUNTY Nevada
Appointment Expires Feb. 11, 1991

RECORDED AT THE REQUEST OF
BOOK 185 PAGE 066
Earl Rasmussen
88 OCT -5 P352

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.N. REBALT ALI. RECORDER
FILE NO. 121817
FEL 590

BOOK 185 PAGE 070