130644

DEED OF TRUST

THIS DEED OF TRUST, made this 121h day of October by and between Carson B. Stinnett and Francine E. Stinnett habenly AS GRANTOR, and Frontier Title Company as Trustee, and THE RASMUSSEN TRUST, of P.O. Box 112, Eureka, Nevada, 89316, Beneficiary.

WITNESSETH:

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

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

11

12

13

14

15

16

17

19

20

22

23

26

27

Lot 3 of Parcel D as shown on that certain Parcel man for Earl Rasmussen, filed in the Official Records of Eureka County as Document Number 82267 on October 8, 1981; a portion of the Large Division Map of The E,1/2 S17, T.20 N., R.53 E. M.D.B.AM..

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 improvements. 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.

(1)

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:

ONE; Payment of an indebtedness evidenced by a certain Promissory Note dated October 12, 1989 , in the principal amount of \$34,000.00 ____, with interest thereon, expences, attorney fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary or order and any and all extensions or renewals thereof.

TWO: Payment of such additional amounts as may be hereaft loaned by the Beneficiary to the Grantor, with interest thereon, expenses and attorney fees, and any other indebtedness or obligation of the Grantor to the beneficiary.

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

12

16

17

18

22

FOUR: Payment, performance and discharge of each and every obligation, convenant, promise and agreement of Grantor herein or in said note contained and of all renewals, extensions, revisions and amendments of the above described notes 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 herin but which constitute indebtedness or obligations of the Grantor for which the Beneficiaty 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 placed 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.

10

11

12

15

16

17

19

20

21

22

23

26

27

7. If default be made in the performance or payment of the obligation, note or debt secured hereby or in the performance of any of the terms, conditions and convenants of this Deed of Trust, or the payment of any sum or obligation to be paid 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 yet arrived.

toward the payment of the indebtedness hereby secured, whether

- 8. The Promissary 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

(3

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. "Il obligations of each Grantor hereunder shall be joint and several. The word "Grantor" and any reference thereto shall in lude 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 Deead 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.

 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.

20

23 24

11

12

13

15

16

17

21 GRANTOR: 22 A GREGOR B. Stephentt

padress: 2010 W. Mary

NOTARY

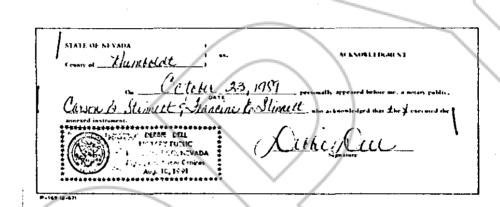
26 27 28 BENEFICIARY;

THE RISHUSSEN TRUST by

Earl A. Rasmussen

Lavernia C. Rasmussen

P.O. BOX 112 EUREKA, NEVADA 89316



RECORDED AT THE REQUEST OF

RITE 205 PARTS \$42

Earl Rasmusea

TO NOV 13 A9 TO 1

DETECTAL RECORDS
EURT X COUNTY NEMED HE RESERVED FEET 9 00
130644

BOOK 2 0 5 PAGE 5 4 6