

130825

DEED OF TRUST

...

THIS DEED OF TRUST, made this 4th day of October, 1989, by and between James Wellhouser and Betty J. Wellhouser his wife, 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 situated 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: PARCEL C of LOT 4 of PARCEL D, as shown on that certain Parcel Map for William and Lynn Salles, Recorded in the Official Records of Eureka County, 11 April 1988 as Document Number 117612; a portion of the Large Division Map of the E. 1/2 S.17, T. 20 N., R. 53 E., M. D. B. & M., Assessor's Parcel Number 07-394-07 (C).

EXCEPTING THEREFROM, all the oil and gas in and 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, including water rights and appurtenances.

(1)

Handwritten notes on the left margin, including a large 'C' and some illegible text.

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 4 October 1989, in the principal
6 amount of \$12,700.00, with interest thereon, expences,
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.

1. 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 land-
scaping 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 any-
thing which shall impair, lessen, diminish or deplete the security
hereby given.

(2)

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1 3. The following covenants, Nos. 1; at ()
2 3; 4 (12.4); 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

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 *James Wellhouser*
28 *Betty Wellhouser*
Betty Wellhouser
address:

BENEFICIARY:

THE RASMUSSEN TRUST by
Earl A. Rasmussen
Earl A. Rasmussen

Lavernia C. Rasmussen
Lavernia C. Rasmussen

29 P. O. BOX



30 **CAROLYN BAILEY**
Notary Public - State of Nevada
Eureka County, Nevada
My appointment expires Oct 20, 1992

31 P. O. BOX 112
32 EUREKA, NEVADA 89316

33 NOTARY

34 On November 24, 1989, personally appeared
35 James Wellhouser and Betty Wellhouser, known
36 to me to be the persons whose names sub-
scribed to the within instrument and acknow-
ledged that they freely executed the same.

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Carolyn Bailey
Notary Public

COPY

134825

RECORDED AT THE REQUEST OF

BOOK 206 PAGE 197

BY DEC -8 P359

OFFICIAL RECORDS
CLERK: COUNTY CLERK
M.H. REBALEATI RECORDER
FILE NO 1985 900

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