

137277

1 DEED OF TRUST

2 * * *

3 THIS DEED OF TRUST, made this first day of July, 1991,
4 by and between Roberta A. Stroud, P. O. Box 808, Eureka, Nevada 89316,
5 AS GRANTOR, and Frontier Title Company as Trustee, and THE
6 RASMUSSEN TRUST, of P.O. Box 112, Eureka, Nevada, 89316, as
7 Beneficiary.

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

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

13 TO WIT:

14 Parcel A, lot 4, as shown on that certain Parcel Map for E.A. and L.C.

15 Rasmussen, Recorded January 6, 1988, in the Official Records of Eureka

16 County, Nevada, as File Number 115500, a portion of Parcel B of the

17 Large Division Map of the E. 1/2 S. 17, T.20N., R.53E., M.D.B.&M..

18 Assessors parcel # 07-395-01.

19
20 EXCEPTING THEREFROM, all the oil and gas in and under
21 said land, reserved by the United State of America in Patent,
22 recorded April 15, 1966, in Book 10, Page 331, Official Records,
23 Eureka County, Nevada. Together with all buildings and improve-
24 ments thereon.

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

BOOK 224 PAGE 075

(1)

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

4 ONE: Payment of an indebtedness evidenced by a
5 certain Promissory Note dated July 1, 1991, in
6 the principal amount of \$11,500.00, with interest
7 thereon, expenses, attorney fees and other payments therein
8 provided, executed and delivered by the Grantor payable to
9 the Beneficiary or order and any and all extensions or renewals
10 thereof.

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

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

18 FOUR: Payment, performance and discharge of each
19 and every obligation, covenant, promise and agreement of Grantor
20 herein or in said note 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,
24 it is agreed as follows:

25 1. The Beneficiary has the right to record notice
26 that this Deed of Trust is security for additional amounts
27 and obligations not specifically mentioned herein but which
28

1 constitute indebtedness or obligations of the Grantor for which
2 the Beneficiary may claim this Deed of Trust as Security.

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

11 3. The following covenants, Nos. 1; at (.13 &):
12 2; 3; 4; 5; 6; 7 (reasonable); 8; and 9 or N.R.S.
13 107.030 are hereby adopted and made a part of this Deed of
14 Trust. In connection with Covenant No. 6, it shall be deemed
15 to include and apply to all conditions, covenants and agreements
16 contained herein in addition to those adopted by reference,
17 and to any and all defaults of deficiencies in performance
18 of this Deed of Trust.

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

21 5. The Beneficiary and any persons authorized
22 by the Beneficiary shall have the right to enter upon and inspect
23 the premises at all reasonable times.

24 6. In case of condemnation of the property subject
25 hereto, or any part thereof, by paramount authority, all of
26 any condemnation award to which the Grantor shall be entitled
27 less costs and expenses of litigation, is hereby assigned

28

1 by the Grantor to the Beneficiary, who is hereby authorized
2 to receive and receipt for the same and apply such proceeds
3 as received, toward the payment of the indebtedness hereby
4 secured, whether due or not.

5 7. If default be made in the performance or pay-
6 ment of the obligation, note or debt secured hereby or in the
7 performance of any of the terms, conditions and covenants of
8 this Deed of Trust, or the payment of any sum or obligation
9 to the paid hereunder, or upon the occurrence of any act or
10 event of default hereunder, and such default is not cured within
11 thirty-five (35) days after written notice of default and of
12 election to sell said property given in the manner provided
13 by N.R.S. 107.080 as in effect on the date of this Deed of
14 Trust, Beneficiary may declare all notes, debts and sums secured
15 hereby or payable hereunder immediately due and payable although
16 the date of maturity has not yet arrived.

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

19 9. The commencement of any proceeding under
20 the Bankruptcy or Insolvency laws by or against the Grantor
21 or the maker of the note secured hereby; or the appointment
22 of receiver for any of the assets of the Grantor hereof or
23 the maker of the Note secured hereby of a general assignment
24 for the benefit of creditors, shall constitute a default under
25 this Deed of Trust. The obligation for which this Deed of
26 Trust is security may NOT be assumed by another person or entity
27 without express written approval of the Beneficiary hereof.

28

(4) BOOK 224 PAGE 078

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

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

13 12. Any notice given to Grantor under Section
14 107.080 of N.R.S. in connection with this Deed of trust shall
15 be given by registered or certified letter to the Grantor
16 addressed to the address set forth near the signitures on thei
17 Deed of Trust, or at such substitute address as Grantor may
18 direct in writing to Beneficiary and such notice shall be
19 binding upon the Grantor and all assignees or grantees of the
20 Grantor.

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

23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

GRANTOR:
ROBERTA A. STROUD
x Roberta A. Stroud
Roberta A. Stroud

BENEFICIARY:
THE RASMUSSEN TRUST by
Earl Rasmussen
Earl A. Rasmussen
Lavernia C. Rasmussen
Lavernia C. Rasmussen

address:
P. O. Box 808
Eureka, Nevada 89316

P.O. BOX 112
EUREKA, NEVADA 89316

NOTARY:
Glady Goicoechea



BOOK 224 PAGE 75
OFFICIAL RECORDS
RECORDED IN THE OFFICE OF
Earl Rasmussen
'91 JUL 16 P359

EUREKA COUNTY, NEVADA
M.N. RE-SALE/EXT. RECORDS
FILE NO. FEE \$ 10.00

137277

(6) - and last-

BOOK 224 PAGE 80