

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. 1/4 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 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 ntes, 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 signatures on the  
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.

1 IN WITNESS WHEREOF: The Grantor has executed  
2 these presents the day and year first above written.  
3  
4

5 GRANTOR:  
6 ROBERTA A. STROUD

7 *Roberta A. Stroud*  
8 Roberta A. Stroud

BENEFICIARY:  
THE RASMUSSEN TRUST by

*Earl Rasmussen*  
Earl A. Rasmussen  
*Lavernia C. Rasmussen*  
Lavernia C. Rasmussen

9 address:

10 P. O. Box 808

11 Eureka, Nevada 89316

P.O. BOX 112

EUREKA, NEVADA 89316

12  
13  
14 NOTARY:

15 *Gladys Goicoechea*



BOOK 224 PAGE 75  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Earl Rasmussen*  
'91 JUL 16 P3:59

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

137277

20  
21  
22  
23  
24  
25  
26  
27 (6) - and last-

28 BOOK 224 PAGE 80