

DEED OF TRUST

1 THIS DEED OF TRUST, made this 22nd day of May, 1992  
2 by and between Kevin M. Puls, an unmarried person  
3 as Grantor, and Frontier Title Company as Trustee, and The  
4 Rasmussen Trust, ~~his wife, as~~  
5 ~~joint tenants with right of survivorship and not as tenants in~~  
6 ~~common~~, of P. O. Box 112 Eureka, NV. 89316; Beneficiary.

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 Lot 2 of Parcel G as shown on that certain Parcel Map  
14 for Earl Rasmussen, filed in the Official Records of  
15 Eureka County, Nevada on October 1, 1984, as Document  
16 Number 96029. A portion of the Large Division Map of  
the E.  $\frac{1}{2}$  S. 17, T. 20 N., R. 53 E., M.D.B. & M..  
Assessors Parcel Number 7-392-2.

17 Includes: Two eight foot wide house trailers and two  
18 Devils Gate Water Users Association memberships,  
Certificate Numbers 3 and 4.

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

23 TOGETHER with the tenements, hereditaments, and  
24 appurtenances thereunto belonging or in anywise  
25 appertaining, and the reversion and reversions,  
remainder and remainders, rents, issues and  
profits thereof.

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

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1 ONE: Payment of an indebtedness evidenced by a certain  
2 Promissory Note dated May 22, 1992, in the principal  
3 amount of \$38,400.00 with the interest thereon, expenses,  
4 attorney fees and other payments therein provided, executed and  
5 delivered by the Grantor payable to the Beneficiary or order, and  
6 any and all extensions or renewals thereof.

7 TWO: Payment of such additional amounts as may be  
8 hereafter loaned by the Beneficiary to the Grantor or any  
9 successor in interest of the Grantor, with interest thereon,  
10 expenses and attorney fees, and any other indebtedness or  
11 obligation of the Grantor to the Beneficiary.

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

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

20 To protect the security of this Deed of Trust, it is  
21 agreed as follows:

22 1. The Beneficiary has the right to record notice that  
23 this Deed of Trust is security for additional amounts and obliga-  
24 tions not specifically mentioned herein but which constitute  
25 indebtedness or obligations of the Grantor for which the  
26 Beneficiary may claim this deed of Trust as Security.

27 2. The Grantor shall keep the property herein  
28 described in good condition, order and repair; shall not remove,

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1 demolish, neglect, or damage any buildings, fixtures, improvements  
2 or landscaping thereon or hereafter placed or constructed thereon;  
3 shall not commit or permit any waste or deterioration of the land,  
4 buildings, and improvements; and shall not do nor permit to be  
5 done anything which shall impair, lessen, diminish or deplete  
6 the security hereby given.

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

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

16 5. The Beneficiary and any persons authorized by the  
17 Beneficiary shall have the right to enter upon and inspect the  
18 premises at all reasonable times.

19 6. In case of condemnation of the property subject  
20 hereto, or any part thereof, by paramount authority, all of any  
21 condemnation award to which the Grantor shall be entitled less  
22 costs and expenses of litigation, is hereby assigned by the  
23 Grantor to the Beneficiary, who is hereby authorized to receive  
24 and receipt for the same and apply such proceeds as received,  
25 toward the payment of the indebtedness hereby secured, whether  
26 due or not.

27 7. If default be made in the performance or payment of  
28 the obligation, note or debt secured hereby or in the performance

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

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

13 9. The commencement of any proceeding under the  
14 Bankruptcy or Insolvency laws by or against the Grantor or the  
15 maker of the note secured hereby; or the appointment of receiver  
16 for any of the assets of the Grantor hereof or the maker of the  
17 Note secured hereby of a general assignment for the benefit of  
18 creditors, shall constitute a default under this Deed of Trust.

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

23 11. All the provisions of this instrument shall insure  
24 to and bind the heirs, legal representatives, successors and  
25 assigns of each party hereto respectively as the context permits.  
26 All obligations of each Grantor hereunder shall be joint and  
27 several. The word "Grantor" and any reference thereto shall  
28 include the masculine, feminine and neuter genders and the

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1 singular and plural, as indicated by the context and number of  
2 parties hereto.

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

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

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

14  
15 GRANTOR:

16 Kevin M. Puls  
17 Kevin M. Puls

BENEFICIARY:

18 Earl A. Rasmussen  
19 Earl A. Rasmussen for  
20 The Rasmussen Trust

21 ADDRESS:

22 380 EL CENTRAL  
23 EUREKA, NEVADA  
24 Box 429 89316

25 NOTARY SEAL:

26 Subscribed & Sworn to  
27 me this 31st day of  
28 June 1992.



29 **GLADY GOICOECHEA**  
30 Notary Public - State of Nevada  
31 Appointment Recorded in Eureka County  
32 MY APPOINTMENT EXPIRES OCT. 28, 1994

ADDRESS:

21 P. O. Box 112  
22 Eureka, Nevada 89316

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24 OFFICIAL RECORDS  
25 RECORDED AT THE REQUEST OF

26 Earl Rasmussen  
27 '92 JUN -4 P12:03

EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEE \$ 9.00

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(5) - and last

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