

DEED OF TRUST

* * *

THIS DEED OF TRUST, made this 20th day of June, 1993,

by and between Donald H. Lee and Nathalia Lee, 532, Eureka Nevada 89316,

AS GRANTOR, and Frontier Title Company as Trustee, and THE

RASMUSSEN TRUST, of P.O. Box 112, Eureka, Nevada, 89316, as

Beneficiary.

W I T N E S S E T H :

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:

Lots A. and B., as shown on that certain Parcel Map for A. L. Gridley and A.

L. Falen, filed May 28, 1988, recorded in the Official Records of Eureka County,

Nevada, as file #118656, a portion of lot 3 of Parcel C of the Large Division Map

of the E. & S. 17, T. 20N., R. 53E., M.D.B. & M. Assessors Parcel #07-397-02.

EXCEPTING THEREFROM, all the oil and gas in and under

said land, reserved by the United State of America in Patent,

recorded April 15, 1966, in Book 10, Page 331, Official Records,

Eureka County, Nevada. Together with all buildings and improve-

ments thereon.

TOGETHER with the tenements, hereditaments, and appurtenan-

ces therunto 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
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 ~~20 June 1993~~ in
6 the principal amount of \$24,000.00, 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
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27 Less costs and expenses of litigation, is hereby assigned
 26 any condemnation award to which the Grantor shall be entitled
 25 hereto, or any part thereof, by paramount authorized, all of
 24 6. In case of condemnation of the property subject

23 the premises at all reasonable times.
 22 by the Beneficiary shall have the right to enter upon and inspect

21 5. The Beneficiary and any persons authorized
 20 in lawful money of the United States of America.

19 4. All payments secured hereby shall be paid
 18 of this Deed of Trust.

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

11 3. The following covenants, Nos. 1; at ():
 10 the security hereby given.

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

3 2. The Grantor shall keep the property herein
 2 the Beneficiary may claim this Deed of Trust as Security.

1 constitute indebtedness or obligations of the Grantor for which

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.

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10. The and 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. All obligations of each grantor hereunder shall be

joint and several. The "Grantor" and any reference thereto

shall include 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 the

Deed 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.

13. It is expressly agreed that the trusts created

hereby are irrevocable by the Grantor.

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

GRANTOR:

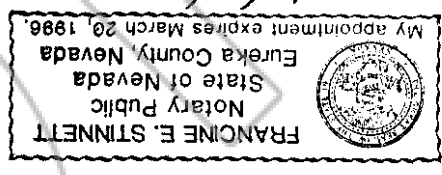
Donald H. Lee
Donald H. Lee

Nathella Lee
Nathella Lee

address:

P. O. Box 532,
Eureka, Nevada, 89316

NOTARY: *Francine E. Stinnett*



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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Earl Rasmussen
93 JUN 22 AM 11:36

EUREKA COUNTY, NEVADA
M. N. REBALZATI, RECORDER
FILE NO. 145754
FEE \$10.00

(6) - and last-

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