

THIS DEED OF TRUST, made this first day of September, 1994

by and between Joe H. Ferguson and Grellyn M. Ferguson

as Grantor, and Frontier Title Company as Trustee, and

the Rasmussen Trust, P. O. Box 112 Eureka, Nevada 89316

Beneficiary.

W I T N E S S E T H :

That Grantor hereby grants, transfers and assigns to

the Trustee in trust, with power of sale, all of the following

described real property situate in the County of Eureka, State of

Nevada, more particularly described as follows, to-wit:

Parcel C., Lot 2, Parcel F., as shown on that certain Parcel Map for E.A. & L.C. Rasmussen, dated 24 November, 1987, filed in the Official Records of Eureka County as Document #114556, a portion of the Large Division Map of the E.S. 17, T.20N., R.53E., Mdkm. Assessors Parcel Map #07-393-11.

EXCEPTING THEREFROM all the oil and gas in an 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, and all minerals by the Rasmussen Trust. 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.

TO HAVE AND TO HOLD the same unto said Trustee and its

successors, in trust, to secure the performance of the following

obligations, and payment of the following debts:

1 ONE: Payment of an indebtedness evidenced by a certain
 2 Promissory Note dated 1 September 1993, in the principal
 3 amount of \$12,551.00 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,

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; 4 (13.5%); 5; 6; 7 (reasonable); 8; and 9 or N.R.S.
8 107.030 are hereby adopted and made a part of this Deed of Trust.
9 In connection with Covenant No. 6, it shall be deemed to include
10 and apply to all conditions, covenants and agreements contained
11 herein in addition to those adopted by reference, and to any and
12 all defaults of deficiencies in performance of this Deed of Trust.
13 4. All payments secured hereby shall be paid in lawful
14 money of the United States of America.
15 5. The Beneficiary and any persons authorized by the
16 Beneficiary shall have the right to enter upon and inspect the
17 premises at all reasonable times.
18 6. In case of condemnation of the property subject
19 hereto, or any part thereof, by paramount authority, all of any
20 condemnation award to which the grantor shall be entitled less
21 costs and expenses of litigation, is hereby assigned by the
22 grantor to the Beneficiary, who is hereby authorized to receive
23 and receipt for the same and apply such proceeds as received,
24 toward the payment of the indebtedness hereby secured, whether
25 due or not.
26 7. If default be made in the performance or payment of
27 the obligation, note or debt secured hereby or in the performance
28

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 of 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

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.

15 GRANTOR:

16 Joe H. Ferguson
17 Joe H. Ferguson
18 Gerilyn M. Ferguson

BENEFICIARY:

19 Earl A. Rasmussen
20 The Rasmussen Trust
21 Lavernia C. Rasmussen

19 ADDRESS:

20 P. O. Box 789

20 P. O. Box 112 Eureka, Nevada

22 NOTARY SEAL:

23 GLADY GOICOECHEA
24 Notary Public - State of Nevada
25 Appointment Recorded in Eureka County
26 MY APPOINTMENT EXPIRES OCT. 28, 1994
27 Gladys Goicoechea

28 BOOK 271 PAGE 227
29 OFFICIAL RECORDS
30 RECORDED AT THE REQUEST OF
31 Earl Rasmussen
32 JUL 14 AM 11:27
33 EUREKA COUNTY, NEVADA
34 M.M. REBALZATI, RECORDER
35 FILE NO. 153645
36 FEES \$110⁰⁰

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