

DEED OF TRUST

THIS DEED OF TRUST, made this 2nd day of January, 1996  
by and between Aurelio Gonzales and Maria del Carmen Perez  
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 the following described real  
property situate in the County of Eureka, State of Nevada, more  
particularly described as follows, to-wit:

Lot 3 of Lot 2 of Parcel A, a portion of the Large  
Division Map of E 1/2 S. 17, T. 20 N., R. 53 E., M. D. B. & M.,  
as shown on that certain parcel map for Ronald and  
Evelyn Nallon, recorded in the Official Records of  
Eureka County, Nevada as Document Number 100554.  
Assessors parcel Number 07-396-19

EXCEPTING THEREFROM all and gas in and under said  
land, reserved by the United States of America in Patent,

21 recorded April 15, 1966, in Book 10, Page 331, Official records,

22 Eureka County, Nevada, and all minerals by the Rasmussen Trust.

23 TOGETHER with all buildings and improvements thereon

24 and tenements, thereunto belonging or in anywise 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:

BOOK 292 PAGE 013

1 ONE: Payment of an indebtedness evidenced by a certain

2 Promissory Note dated 2January 1996 in the principal

3 amount of \$10,000.00 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; @Value )  
 8 3; 4 (11.5); 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 of 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

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 it 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.

BENEFICIARY:

Rasmussen Trust

*Earl A. Rasmussen*  
Earl A. Rasmussen Trustee

*Laveria C. Rasmussen*  
Laveria C. Rasmussen Trustee

GRANTOR:

*Aurelio Gonzalez*  
Aurelio Gonzalez

*Maria del Carmen Perez*  
Maria del Carmen Perez

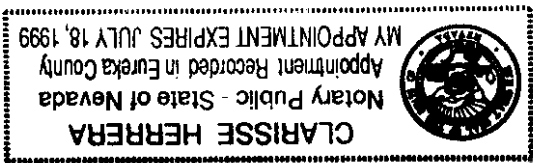
Address:

P.O. Box 785

Eureka NV 89316

Notary:

*Laveria C. Rasmussen*  
Laveria C. Rasmussen  
January 6, 1996



BOOK 292 PAGE 013  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
Rasmussen Trust  
96 JAN - 9 PM 3:34  
EUREKA COUNTY, NEVADA  
M.M. REBALEATI, RECORDER  
FILE NO. 160682  
FEES \$11.00

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