163201

DEED OF TRUST

THIS DEED OF TRUST, made this 7th day of March, 1996 by and between Donald D. Roahrig and Denise R. Roahrig 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:

Parcel D of Lot 3 of Parcel F as shown on that certain Parcel Map for E. A. and L.C.Rasmussen Recorded in the Official Records of Eureka County, Nevada on 6 January 1988 asDocument Number 115499, a portion of the Large Division Map of the E½S.17, T.20N., R.53E., M.D.B.&M.. Assessors Parcel Number 07-393-20.

EXCEPTING THEREFROM all and gas in and 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 and tenements,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 untosaid Trustee and its successors, in trust, to secure the performance of the following obligations, and payment of the following debts:

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ONE: Payment of an indebtedness evidenced by a certain Promissory Note dated 7 March 1996 in the principal amount of $15,100.00 with the interest tnereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary or order, and any and all extensions or renewals thereof.

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

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

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

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

1. The Beneficiary has the right to record notice that this Deed of Trust is security for additional amcunts and obligations not specifically mentioneu herein but which constitue indebtedness or obligations of the Grantor for which the Beneficiary may claim this deed of Trust as Security.

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

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

3. The following convenants, Nos. 1; @(value ____________); 3; 4(.11½); 5; 6; 7 (reasonable); 8: and 9 or N.R.S. 107.030 are hereby adopted and made a part of this Deed of Trust. In connection with Convenant No. 6, it shall be deemed to include and apply to all conditions, convenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults of deficiencies in performance of this Deed of Trust.

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

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

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

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

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

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

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

10. The rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder of permited by law shall be concurrent and cumulative.

11. All the provisions of this instrument whall 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 word "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 this 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.

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

GRANTOR:	BENEFICIARY:
Donald Roahrig Don Roa Donald D. Roahrig	Earl A. Rasmussen Earl A. Rasmussen
Denise R. Roahrig Denise R. Roahrig	Lavernia C. Rasmussen Lavernia C. Rasmussen

ADDRESS:
P. O. Box 224,
Mina, Nevada
89422

STATE OF NEVADA)
: ss.
County of MINERAL)

On APRIL 3, 1996 personally appeared before me, a notary Public,
DONALD D. ROAHRIG
DENISE R. ROAHRIG

who acknowledged that They executed the above instrument.

Debbie Martinez
Notary Public

DEBBIE MARTINEZ
Notary Public - State of Nevada
Appointment Recorded in Mineral County
MY APPOINTMENT EXPIRES FEB. 5, 1997

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$15,100.00 7March 1996

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, Donald D. Roahrig and Denise R. Roahrig, promise to pay to the order of Earl A. Rasmussen and Lavernia C. Rasmussen as Co-Trustees for The Rasmussen Trust at Eureka, Nevada, or wherever payment may be demanded by the holders of this note, the principal sum of Fifteen Thousand one Hundred Dollars ($15,100.00), with interest thereon, at the rate of (11½) Eleven and one-half per annum, from 7 March 1996 until paid, both interest and principal payable as follows:

$(150.00) one hundred fifty dollars, including interest, on or before 7 April 1996, and a like amount of $150.00 one hundred fifty dollars, including interest, on or before the seventh, of each and every month thereafter until the principal balance and all accrued interest is paid in full. Each payment shall be applied first to the accrued interest and the balance to principal as of the date of payment. Interest shall accrue only on the unpaid principal balance of this note remaining from time to time. All payments shall be in lawful money of the United States of America.

At the option of the holder of this Note, The entire balance shall mature and become payable in full, without notice, upon the sale or transfer of the security herefor. This note and the Deed of Trust securing it, are not assumable without written authorization of the Beneficiary thereof.

The makers shall have the right to pay all or any portion of this note at any time without panalty. provided, however, any additional payments shall not be cumulative payments, but the makers shall in all events pay each monthly installment

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as it comes due until the Note is paid in full.

The makers, comakers, endorsers, guarantors and sureties, jointly and severally, waive presentment, protest and notice of dishonor, and waive diligence in collecting, and agree that this Note may be renewed or extended from time to time, and that any security herefor may be released or discharged partially or in full and that additional comakers, guarantors, and sureties may become parties hereto, without notice to or the consent of any of them, and without affecting their liability hereon.

If any default or deficiency be made in the payment of this Note, or any portion or installment hereof; or in the performance of the Deed of Trust, security agreement or other agreements, documents or instruments, or other lien or encumbrance which secures the payment of this Note; or in the payment and performance of any other Deed of Trust, mortgage security agreement or other lien or encumbrance or the note or debt secured thereby which security affects all or any portion of the property which secures payment of this Note: and such default or deficiency is not cured and made good within thirty-five (35) days in the manner and after the notice specified in N.R.S. 107.080, as in effect on the date of this Note, then, at the option of the Holder of this Note, the entire unpaid principal balance of hereof together with all accrued interest and other sums payable hereunder and under the terms of the security herefor shall become immediately due and payable in full, although the time of maturity expressed in this Note shall not have arrived.

It is agreed that at the election of the holder of this Note the same shall mature and become immediately payable in full

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together with all other sums payable hereunder and under the security herefor, although the time of maturity of this Note has not arrived, without notice, upon the happening of any one or more of the following events:

1. The commencement of any proceeding under the Bankruptcy or Insolvency laws by or against any of the makers of this Note.

2. The appointment of a receiver or conservator for any of the assets or property of any of the makers hereof.

3. Any assignment for the benefit of creditors made by any of the makers hereof.

The makers further agree to pay all costs, charges and expenses, including reasonable attorney fees, incurred by the holder of this Note, incident to the collection hereof, or any portion, in the event of default or deficiency in the payment of this Note, or any portion hereof, or in the performance of the Deed of Trust or other security which secures it.

A Deed of Trust of even date herewith secures the payment of this Note

Donald D Roahrig

Donald D Roahrig

Denise R. Roahrig

Denise R. Roahrig

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Earl Rasmussen
96 MAY 28 AM 9:14
EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 15.00
163201

(3) - and Last-

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