

WHEN RECORDED MAIL TO:  
Earl Rasmussen  
P.O. Box 112  
Eureka, NV 89316

DEED OF TRUST

THIS DEED OF TRUST, made this Fifteenth day of April, 1998

by and between HULL HAY COMPANY, Inc., a Nevada Corporation

**STEWART TITLE OF NORTHEASTERN NEVADA DBA**

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 :

7 That Grantor hereby grants, transfers and assigns to the Trustee  
8 in Trust, with power of sale, all the following described real  
9 property situate in the County of Eureka, State of Nevada, more  
10 particularly described as follows, to-wit:

11 Lot 2 as shown on that Certain Parcel Map for  
12 Earl Rasmussen filed in the office of the County  
13 Recorder of Eureka County, State of Nevada, on  
14 October 8, 1981, as file No. 82267, being a portion  
15 of the Large Division Map of the  
16 Large Division Map of the E. Section 17, Township 20  
17 North, Range 53 E., M.D.B&M..

CS

18 EXCEPTING THEREFROM all and gas in and under said  
19 land, reserved by the United States of America in Patent,  
20 recorded April 15, 1966, in Book 10, Page 331, Official records,  
21 Eureka County, Nevada, and all minerals by the Rasmussen Trust.

22 TOGETHER with all buildings and improvements thereon  
23 and tenements, thereunto belonging or in anywise appertaining,  
24 and the reversion and reversions, remainder and remainders, rents,  
25 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 April Fifteenth 1998 in the principal  
 3 amount of \$31,500.00 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 (118 ); 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

include the masculine, feminine and neuter genders and the several. The word "Grantor" and any reference thereto shall

All obligations of each Grantor hereunder shall be joint and assigns of each party hereto respectively as the context permits.

to and bind the heirs, legal representatives, successors and 11. All the provisions of this instrument shall insure

concurrent and cumulative.

rights or remedies granted hereunder of permitted by law shall be exclude any other rights or remedies granted by law, and all

10. The rights and remedies herein granted shall not creditors, shall constitute a default under this Deed of Trust.

Note secured hereby of a general assignment for the benefit of for any of the assets of the Grantor hereof or the maker of the

maker of the note secured hereby; or the appointment of receiver Bankruptcy or Insolvency laws by or against the Grantor or the

9. The commencement of any proceeding under the is made a part hereof as if fully herein set out.

8. The Promissory Note secured by this Deed of Trust yet arrived.

immediately due and payable although the date of maturity has not all notes, debts and sums secured hereby or payable hereunder

effect on the date of this Deed of Trust, Beneficiary may declare 6 properly given in the manner provided by N.R.S. 107.080 as in

5 days after written notice of default and of election to sell said hereunder, and such default is not cured with in thirty-five (35)

under, or upon the occurrence of any act or event of default Trust, or the payment of any sum or obligation to be paid here- of any of the terms, conditions and covenants of this Deed of

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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.

15 GRANTOR:

17 Hull Hay Company, Inc.  
18 a Nevada Corporation

19 William R. Hull, President

BENEFICIARY:

21 Rasmussen Trust  
22 P. O. Box 112, Eureka, NV.  
23 89316

24 Earl A. Rasmussen, Trustee

25 Laveria C. Rasmussen,  
26 Trustee

27 P. O. Box 122  
28 Eureka, Nevada  
29 89316

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In individual capacity:

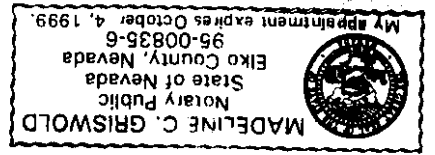
STATE OF NEVADA

COUNTY OF ELKO

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This instrument was acknowledged before me on April 21, 1998, by William R. Hull

[name(s)]



Notary Public

ATTACHED TO DEED OF TRUST BETWEEN HULL HAY COMPANY AND RASMUSSEN TRUST

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
Newport Hill  
98 APR 23 PM 12:53  
ELKO COUNTY NEVADA  
MIN. REQUALIFI. RECORDERS  
FILE NO.  
FEES 12.00

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