

## CORRECTED DEED OF TRUST

1. TH DEED OF TRUST, made this First Day of July, 2000  
 2. by and between Clayton Nicholes and Melodie Nicholes  
 3. as Grant, and Security Title Company as Trustee, and The  
 4. Rasmusse Trust, P.O. Box 112, Eureka, Nevada, 89316,  
 5. Beneficiary.

6.

7. W I T N E S S E T H :

8. That Graor hereby Grants, transfers and assigns to the  
 9. Trustee Trust, with Power of sale, all the following  
 10. describ real property situate in the County of Eureka,  
 11. State oNevada, more particularly described as follows,  
 12. To-wit:

13. ParceA of Lot 3 of Parcel F as shown on that Certain  
 14. ParceMap for E.A.Rasmussen and L.C. Rasmussen, Recorded  
 15. in thOfficial Records of Eureka County, State of Nevada  
 16. on 6 nuary, 1988, File #115449, a portion of the Large  
 17. Divisn Map of the E. 1/2s. 17, T. 20N., R. 53E., M.D.B.&M..  
 18. APN#0-393-17.

19. The purpe of this Deed is to void and correct the description  
 20. shown oreed of Trust; recorded May 24, 2000 inBook 334,  
 21. Page 37074; File #174512. APN 007-393-17. The above  
 22. descriptn is the correct one.

23.

24. EXCEPTING THEREFROM, all oil and gas in and under  
 25. land, served by the United States of America in Patent,  
 26. record April 15, 1966, in Book 10, Page 331, Official  
 27. record Eureka County, Nevada, and all minerals by the  
 28. Rasmusn Trust.

29. TOGETHER with all buildings and improvements  
 30. thereonnd tenements, thereunto belonging or in anywise  
 31. appertning, and the reversion and reversions, remainder  
 32. and reunders, rents, issues and profits thereof.

33.

34. TO HAVE AND TO HOLD the same unto said Trustee and  
 35. its suessors, in trust, to secure the performance of the  
 36. followg obligations, and payment of the following debts:

37. (1)

34. ONE: Payment of an indebtedness evidenced by a  
35. certain promissory Note dated May One, 2000 in the  
36. principal amount of \$24,000.00 with interest thereon,  
37. expense attorney fees and other payments therein provided,  
38. execute and delivered by the Grantor payable to the  
39. Beneficiary or order, and any and all extensions or renewals  
40. thereof

41. TWO: Payment of such additional amounts as may be  
42. hereafter loaned by the Beneficiary to the Grantor or any  
43. success in interest of the Grantor, with interest thereon,  
44. expense and attorney fees, and any other indebtedness or  
45. obligation of the Grantor to the Beneficiary.

46. THREE: Payment of all other sums with interest  
47. thereon coming due or payable under the provisions hereof  
48. to either Trustee or Beneficiary.

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

55. To protect the security of the Deed of Trust, it is  
56. agreed follows:

57. 1. The Beneficiary has the right to record notice  
58. that the Deed of Trust is security for additional amounts  
59. and obligations not specifically mentioned herein but which  
60. constitute indebtedness or obligations of the Grantor for  
61. which the Beneficiary may claim this Deed of Trust as  
62. Security

63. 2. The Grantor shall keep the property herein  
64. described in good condition, order and repair; shall not  
65. remove, demolish, neglect, or damage any buildings, fixtures,  
66. improvements or landscaping thereon or hereafter placed or  
67. constructed thereon; shall not commit or permit any waste or

68. (2)

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69. deterioration of the land, buildings, and improvements; and  
70. shall not do nor permit to be done anything which shall  
71. impair, lessen, diminish or deplete the security hereby  
72. given.

73. 3. The following covenants, Nos. 1; (value)\$  
74. 2; 3; 4; 5; 6; 7; (reasonable)  
75. 8; and 9; or N.R.S. 107.030 are hereby adopted and made  
76. a part of this Deed of Trust. In connection with Covenant  
77. No. 6, shall be deemed to include and apply to all  
78. conditions, covenants and agreements contained herein in  
79. addition to those adopted by reference, and to any and all  
80. default or deficiencies in performance of this Deed of  
81. Trust.

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

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

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

95. 7. If default be made in the performance or payment  
96. of the obligation, note or debt secured hereby or in the  
97. performance of any of the terms, conditions and covenants of  
98. this Deed of Trust, or the payment of any sum or obligation  
99. to be paid hereunder, or upon the occurrence of any act or  
100. event of default hereunder, and such default is not cured  
101. within thirty-five (35) days after written notice of default  
102. and of election to sell said property given in the manner

103. (3)

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104. provide by N.R.S 107.080 as in effect on the date of this  
105. Deed of trust, Beneficiary may declare all notes, debts and  
106. sums secured hereby or payable hereunder immediately due and  
107. payable although the date of maturity has not yet arrived.

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

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

117. 10. The rights and remedies herein granted shall  
118. not exclude any other rights or remedies granted by law, and  
119. all rights or remedies granted hereunder or permitted by law  
120. shall be concurrent and cumulative.

121. 11. All the provisions of this instrument shall  
122. insure and bind the heirs, legal representatives,  
123. successors and assigns of each party hereto respectively  
124. as the context permits. All obligations of each Grantor  
125. hereunder shall be joint and several. The word "Grantor"  
126. and any reference thereto shall include the masculine,  
127. feminine and neuter genders and the singular and plural,  
128. as indicated by the context and number of parties hereto.

129. 12. Any notice given to Grantor under section  
130. 107.080 of N.R.S. in connection with this Deed of Trust shall  
131. be given by registered or certified letter to the Grantor  
132. addressed to the address set forth near the signatures on  
133. this Deed of Trust, or at such substitute address as Grantor  
134. may direct in writing to Beneficiary and such notice shall be  
135. binding upon the Grantor and all assignees for grantees of  
136. the Grantor.

137.

138.

139. 13. It is expressly agreed that the trusts created  
140. hereby e irrevocable by the Grantor.

141. IN WITNESS WHEREOF; the Grantor has executed these  
142. presentthe day and year first above written.

143.

144. GRANTOR

BENEFICIARY

145.

146. X Clayton Nicholas

147. Clayton Nicholas

148.

149.

150. X Melodie Nicholas

151. Melodie Nicholas

152.

153. ADDRESS

154. P. O. Box 410,

155. Eureka, Nevada

156. 89316

157.

158. NOTARY:

159.

160. July 8, 2000

161. Gladys Goicoechea

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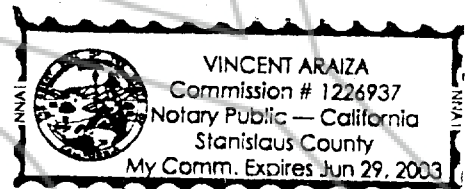
Rasmussen Trust

by Earl A. Rasmussen T.T.E.E.

Lavernia Rasmussen

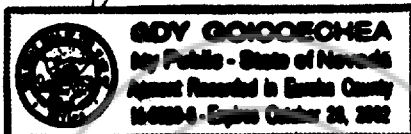
Rasmussen Trust

by Lavernia C. Rasmussen T.T.E.E.



8/31/00

Clayton Nicholas



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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
Earl Rasmussen  
00 SEP -5 AM 10:19

EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES 11.00

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(5) - and last -

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