

176536**DEED OF TRUST AND ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, is made and entered into this 4th day of June, 2001, between JIM D. PERKINS and BREJA L. PERKINS, husband and wife, (hereinafter called Trustors); Ross P. Eardley, Trustee; and IVAN L. SMART (hereinafter called the Beneficiary).

WITNESSETH:

THAT WHEREAS, the Trustors hereby grant, transfer and assign to the Trustee in trust, with power of sale, the lot stated in the State of Nevada, County of Eureka, as follows:

Parcels G1-2 (ASSESSORS PARCEL NUMBER # 07-392-08), as shown on that certain Parcel Map for CHEYENNLAND AND LIVESTOCK, INC., filed in the office of the County Recorder of Eureka County, State of Nevada, on August 2, 1999, as File No. 172492, being a portion of the E1/2 of Secti 17, TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B.&M.

EXCEPTING THEREFROM all of the oil and gas lying in and under said land as reserved by the U.S. Government, a one half of the mineral rights reserved by EARL A. RASMUSSEN and LAVERN C. RASMUSSEN, as Co-Trustees of the RASMUSSEN TRUST, et al in deeds recorded July 11, 1996, in Book 297, Pages 482,485,490,494,498 and 502, Official Records, Eureka County, Nevada.

TO HAVE AND TO HOLD by the Trustee, and its successors, in trust, to secure the payment of the following obligations and debts;

ONE) Payment of the indebtedness evidenced by the Promissory Note of this same date in the principal amount of \$300, with the interest thereon, plus attorney fees and any other expenses related to payment defaults caused by the Trustors and payable to the Beneficiary or Trustee, and all extensions thereof.

TWO) Payment of either sums with interest thereon which become due and payable under the provisions hereof either Trustee or Beneficiary.

THREE) Payment, performance and discharge of each and every obligation, covenant, promise and agreement of Trustors herein or in the said note and any other indebtedness or obligation secured hereby.

The following agreements are made to protect the security of the Deed of Trust:

1) The Beneficiary has the right to record that this Deed of Trust as security for amounts which constitute indebtedness or obligation to the Trustors for which the Beneficiary may claim this Deed of Trust as security.

2) The Trustors shall keep the property in good condition, order and repair; shall not commit or permit any waste or deterioration of the land or improvements; and shall do nothing which will impair, lessen, diminish or deplete the security hereby given.

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3) The following covenants of the Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust: One; Two (\$4,000); Three; Four (10%); Five; Six; Seven (reasonable); Eight and ~~Nine~~

4) If default occurs the performance or payment of this Deed of Trust, or if there is a failure to pay any installment of tax or assessment before it becomes delinquent, the Beneficiary may, without waiving any such default, require the Trustors to pay the Beneficiary a sum equal to the due taxes and assessments.

5) In the event of default of payment of any debt secured hereby or in the performance or payment of this Deed of Trust or any obligation hereunder, or upon the occurrence of any event of default hereunder, a Notice of Default will be mailed to the Trustors and recorded. If such default is not cured within days, the Beneficiary may declare all sums secured hereby immediately due and payable and the foreclosure will proceed in accordance with the laws of the State of Nevada with all costs of this action the sole responsibility of the Trustors.


6) The Promissory Note secured by this Deed of Trust is made a part hereof as if fully herein set. All payments shall be in lawful money of the United States of America.

7) All of the provisions of this instrument shall inure to, and bind the heirs, legal representatives, successors and assigns of each party hereto. All obligations of Trustors hereunder shall be joint and several.

8) In the event Trustors shall sell, convey or alienate said property, or any part thereof, without the prior written consent of the Beneficiary, the balance of the note shall become immediately due and payable.

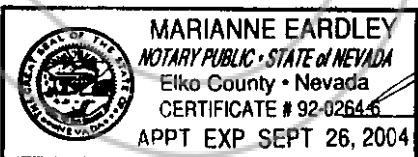
9) The Trustors expressly agree that the trust created hereby is irrevocable.

IN WITNESS WHEREOF the Trustors have hereunto signed their agreement.


JIM D. PERKINS


BRENDA L. PERKINS

STATE OF NEVADA)
COUNTY OF Elko)




NOTARY PUBLIC

On this 4th day of June, 2001, personally appeared before me, a Notary Public, JIM D. PERKINS and BRENDA L. PERKINS, known or proved to me to be said person, who acknowledged that they executed the foregoing Deed of Trust and Assignment of Rents

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Ros P. Cardley
01 JUN 13 PM 2:08

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES \$9.00

176536

COPY

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