

176558

## DEED OF TRUST

18 June

THIS DEED OF TRUST, made this 14 day of May, 2001by and between Tammy L. Rugne and Robert Rugne, Eureka NV

as Grantor, a Frontier Title Company as Trustee, and The

Rasmussen Trust PO Box 112 Eureka NV 89316,of Eureka NV; Beneficiary.

## W I T N E S S E T H :

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

Parcel A, 1/4, as shown on that certain Parcel Map for E.A. and L.C. Rasmussen, recorded January 6, 1988, in the Official Records of Eureka County, Nevada File #115500, a portion of Parcel B of the Large Division M of the E. 1/2 Section 17, T. 20 N., R. 53 E., M.D.B. & M. Accessors parcel # 07-395-01

EXCEPTING THEREFROM all the oil 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 thereon TOGETHER with the tenements, hereditaments, and appurtenances 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 unto said Trustee and its successors, trust, to secure the performance of the following obligations, and payment of the following debts:

1 ONE: Payment of an indebtedness evidenced by a certain  
2 Promissory Note dated May 14, 2001 in the principal  
3 amount of \$21,700 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 so 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; 2 (value \_\_\_\_\_);  
8 3; 4 (11 1/2%); 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 or 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. In default of performance or payment of  
28 the obligation, 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 if 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 debt 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 or permitted by law shall be  
22 concurrent and cumulative.

23           11. All the provisions of this instrument shall inure  
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 ural, as indicated by the context and number of  
2 parties heret

3 12 Any notice given to Grantor under Section 107.080  
4 of N.R.S. in nnection with this Deed of Trust shall be given by  
5 registered orertified letter to the Grantor addressed to the  
6 address set fth near the signatures on this Deed of Trust, or  
7 at such substute address as Grantor may direct in writing to  
8 Beneficiary a such notice shall be binding upon the Grantor and  
9 all assigneesr grantees of the Grantor.

10 13 It is expressly agreed that the trusts created  
11 hereby are irvocable by the Grantor.

12 INETNESS WHEREOF; The Grantor has executed these  
13 presents the y and year first above written.

14  
15 GRANTOR:

16 Tammy L. Rugne  
17 Robert Rugne

18 Eureka NV 89316

19 Tammy L. Rugne  
20 Tammy L. Rugne

21 Robert Rugne  
22 Robert Rugne

BENEFICIARY:

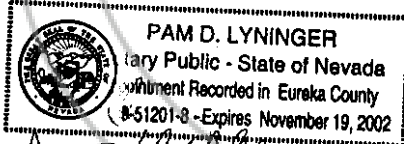
The Rasmussen Trust  
E.A. Rasmussen, Trustee  
L.C. Rasmussen, Trustee  
PO Box 112

Eureka NV 89316

E.A. Rasmussen  
E.A. Rasmussen

L.C. Rasmussen  
L.C. Rasmussen

23 NOTARY:



24 Pam D. Lyninger

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
Rasmussen Trust  
01 JUN 19 AM 11:08

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

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