

1 TH DEED OF TRUST, made this first day of June, 2001
2 by and betwe James W. Schweble, PO Box 345, Eureka NV 89316
3 as Grantor, d Frontier Title Company as Trustee, and The
4 Rasmussen Tru, PO Box 112, Eureka, NV 89316,
5
6 of Eureka NV; Beneficiary.

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

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

13 Parcel As shown on Parcel Map, File #117990, for E.A. and L.C.
14 Rasmussen Parcelling of Lot 1, of Parcel F of Large Division Map
E. ½ Sec 17, T. 20 N., R. 53 E., M.D.B.&M. Eureka County, NV.
Accessors parcel #07-393-05

15
16
17
18
19
20 REPTING THEREFROM all the oil and gas in an
21 over said land, reserved by the United States
22 of America in Patent, recorded April 15, 1966,
23 in Book 10, Page 331, official Records, Eureka
24 Cnty, Nevada; and all minerals by the Rasmussen
25 Trust.
26 Together with all buildings thereon
27 TOGETHER with the tenements, hereditaments, and
28 improvements thereunto belonging or in anywise
acertaining, and the reversion and reversions,
remainder and remainders, rents, issues and
profits thereof.

THAVE 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:

TWO: Payment of such additional amounts as may be hereafter loan 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.

FOUR Payment, performance and discharge of each and every obligation, covenant, 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.

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

BOOK 342 PAGE 016

1 demolish, neglect, or damage any buildings, fixtures, improvements
2 or landscaping hereon 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 (11 1/2 %); 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 note 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/or plural, as indicated by the context and number of
2 parties here.

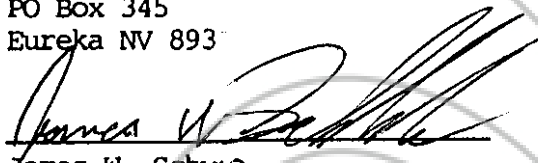
3 1 Any notice given to Grantor under Section 107.080
4 of N.R.S. in connection with this Deed of Trust shall be given by
5 registered or certified letter to the Grantor addressed to the
6 address set forth near the signatures on this Deed of Trust, or
7 at such substitute address as Grantor may direct in writing to
8 Beneficiary and such notice shall be binding upon the Grantor and
9 all assignee or grantees of the Grantor.

10 1 It is expressly agreed that the trusts created
11 hereby are irrevocable by the Grantor.

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

14
15 GRANTOR:

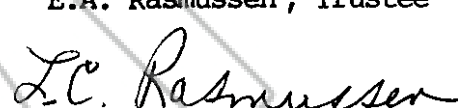
16 James W. Schwab
17 PO Box 345
18 Eureka NV 89316

19 
James W. Schwab

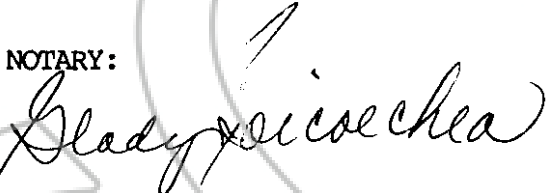
BENEFICIARY:

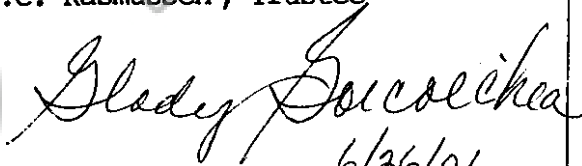
The Rasmussen Trust; Trustee's
E.A. Rasmussen and L.C. Rasmussen
PO Box 112
Eureka NV 89316

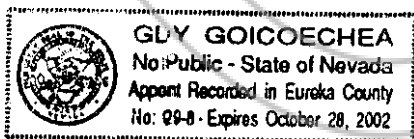

E.A. Rasmussen, Trustee


L.C. Rasmussen, Trustee

20
21 NOTARY:

22 
23 Gladys Goicoechea


6/26/01



BOOK 342 PAGE 015
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Rasmussen Trust
01 JUN 26 PM 3: 50

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES \$ 12⁰⁰

176684

COPY

BOOK 342 PAGE 20