

DEED OF TRUST

THIS DEED OF TRUST, made this 1st day of October, 2001 by  
and between Donr Iler, PO Box 114, Eureka, NV 89316 as Grantor  
and Security Tie Company as Trustee and The Rasmussen Trust  
PO Box 112, Eureka Nevada 89316, Beneficiary.

W I T N E S S E T H :

That Grantor hereby Grants, transfers, and assigns to the  
Trustee in Trust, with Power of Sale, all the following  
described real property situated in the County of Eureka,  
State of Nevada more particularly described as follows,

To-Wit:

Parcel C of lot 2 of Parcel B of L.D.M. of E.  $\frac{1}{2}$ , S. 17,  
T. 20N, R. 53, M.D.B., +M.. as shown on that certain  
parcel map corded in the office of Eureka County  
Recorder, January 17, 1989, by E.A. and L.C. Rasmussen.

APN # 7-395-11

EXCEPTING THEREFROM, all oil and gas, in and under 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, and improvements thereon and  
tenements thereto belonging or in anywise appertaining and  
the reversion or reversions, remainder and remainders, rents,  
issues and profits thereof.

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35. TO HAVE AND TO HOLD the same unto said Trustee, and its  
36. successors, in trust, to secure the performance of the follow-  
37. ing obligations and payment of the following debts:

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39. ONE: Paymt of an indebtedness evidenced by a certain  
40. Promissory Note dated October 1, 2001, in the principal  
41. amount of \$19,300 with interest thereon, expenses, attorney  
42. fees and other payments therein provided, executed and deliv-  
43. ered by the Grantor, payable to the Beneficiary or order and  
44. any and all extensions or renewals thereof.

45.

46. TWO: Paymt of such additional amounts as may be here-  
47. after loaned by the Beneficiary to the Grantor or any success-  
48. or in interest to the Grantor, with interest thereon, expenses  
49. and attorney fees and any other indebtedness or obligation of  
50. the Grantor to the Beneficiary.

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52. THREE: Paymt of all other sums with interest thereon be-  
53. coming due, or payable under the provisions hereof to either  
54. Trustee or Beneficiary.

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56. FOUR: Paymt, performance and discharge of each and every  
57. obligation, covenant, promise and agreement of Grantor herein  
58. or in said note contained and of all renewals, extensions, rev-  
59. isions and amendments of the above described notes and any other  
60. indebtedness or obligation secured hereby.

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62. To protect the security of the Deed of Trust, it is agreed  
63. as follows:

64. 1. The beneficiary has the right to record notice that  
65. this Deed of Trust is security for additional amounts and obli-  
66. gations not specifically mentioned herein but which constitutes  
67. indebtedness or obligations of the Grantor for which the Bene-  
68. ficiary may claim this Deed of Trust as Security.

69. 2. The Grantor shall keep the property herein described

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71. in good condition, order and repair; shall not remove, demolish  
72. neglect, or damage, any buildings, fixtures, improvements or  
73. landscaping thereon or hereafter placed or constructed thereon;  
74. shall not commit or permit, any waste or deterioration of the  
75. land, buildings and improvements; and shall not do nor permit  
76. to be done, anything which shall impair, lessen, diminish or  
77. deplete the security hereby given.

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

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

88. 5. The beneficiary and any persons authorized by the  
89. Beneficiary shall have the right to enter upon and inspect the  
90. premises at all reasonable times.

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

98. 7. If default be made, in the performance, or payment of  
99. the obligation, note or debt secured hereby or in the performance  
100. any of the terms, conditions and covenants of this Deed of Trust,  
101. or the payment of any sum or obligation to be paid hereunder or  
102. upon the occurrence of any act, or event of default hereunder  
103. and such default is not cured within thirty-five (35) days  
104. after written notice of default and of election to sell said  
105. property given in the manner provided by N.R.S. 107.080 as in  
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107. effect on the de of this Deed of Trust, Beneficiary may declare  
108. all notes, debt and sums secured hereby, or payable hereunder  
109. immediately due and payable although the date of maturity has  
110. not yet arrived

111. 8. The Omissory Note secured by this Deed of Trust is  
112. made a part here as if fully herein set out.

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

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

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

130. 12. Any notice given to Grantor under section 107-080 of  
131. N.R.S. in connection with this Deed of Trust shall be given by  
132. registered or certified letter to the Grantor addressed to the  
133. address set forth near the signatures on this Deed of Trust, or  
134. at such substitute address as Grantor may direct in writing to  
135. Beneficiary and such notice shall be binding upon the Grantor  
136. and all assignees for grantees or the Grantor.

137. 13. It is expressly agreed that the trusts created hereby  
138. are irrevocable by the Grantor.

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143. IN WITNESS WHEREOF: The Grantor has executed these present the  
144. and year first above written.

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146. GRANTOR:

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157. ADDRESS:

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163. NOTARY:

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BENEFICIARY:

Earl A. Rasmussen

The Rasmussen Trust

by Earl A. Rasmussen, Trustee.

Lavernia C. Rasmussen

The Rasmussen Trust

by Lavernia C. Rasmussen Trustee.

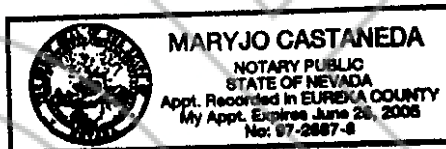
PO Box 114

Eureka, Nevada 89316

NOTARY:

State of Nevada  
County of Eureka  
Nov. 5, 2006

Maryjo Castaneda



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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
Earl A. Rasmussen  
01 NOV -5 PM 3:44

EUREKA COUNTY NEVADA  
M.H. REBALEATI, RECORDER  
FILE NO. FEES \$18.00

177159

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