

DEED OF TRUST

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

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6.

W I T N E S S E T H :

7. That Grantor hereby Grants, transfers, and assigns to the
8 Trustee in Tru, with Powe of Sale, all the following
9 described real operty situated in the County of Eureka,
10 State of Nevada more particularly described as follows,

11. To-Wit:

12. Parcel C ofot 2 of Parcel B of L.D.M. of E. 1/2, S. 17,
13. T. 20N, R. 53, M.D.B., +M.. as shown on that certain
14. parcel map corded in the office of Eureka County
15. Recorder, Juary 17, 1989, by E.A. and L.C. Rasmussen.

16. *APN # 7-395-11*

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26. EXCEPTING THE FROM, all oil and gas, in and under land,
27. reserved by the United States of America, in Patent, recorded
28. April 15, 1966, in Book 10, Page 331, Official Records, Eureka
29. County, Nevada, and all minerals by The Rasmussen Trust.

30. TOGETHER with all buildings, and improvements thereon and
31. tenements thereto belonging or in anywise appertaining and
32. the reversion a reversions, remainder and remainders, rents,
33. issues and profs thereof.

34. (1)

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:

38

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.

51.

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.

55.

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.

61.

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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(2)

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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 ls 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 t Grantor hereof or the maker of the Note secured
117. hereby of a genal 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 right 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 e provisions of this instrument shall insure
124. to and bind theirs, 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 wo "Grantor" and any reference thereto shall include
128. the masculine, minine and neuter genders and the singular and
129. plural, as indited by the context and number of parties hereto.

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

137. 13. It i expressly agreed that the trusts created hereby
138. are irrevocable, the Grantor.

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

146. GRANTOR:

147. *Donna J. [Signature]*
148. _____
149. _____
150. _____
151. _____
152. _____
153. _____
154. _____
155. _____
156. _____

BENEFICIARY:

Earl A. Rasmussen

The Rasmussen Trust
by Earl A. Rasmussen, Trustee.

Lavernia C. Rasmussen

The Rasmussen Trust
by Lavernia C. Rasmussen Trustee.

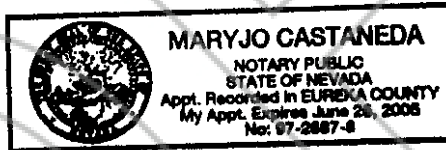
157. ADDRESS:

158. PO Box 114

161. Eureka, Nevada 89316

163. NOTARY:

164. *State of Nevada*
165. *County of Eureka*
166. *Nov. 5, 2000*
168. *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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(5) - and last-