

1. THIS DEED OF TRUST, made this 1st day of November, 2001
 2. by and beten Eric J. Pastorino and Philip Y. Wilson Box 56,
 Eureka Nevada 89316

3. as Grantor and Security Title Company as Trustee, and The
 4. Rasmussen Trust, P.O. Box 112, Eureka, Nevada, 89316,
 5. Beneficial

6.

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

8. That Grant hereby Grants, transfers and assigns to the
 9. Trustee in trust, with Power of sale, all the following
 10. described real property situate in the County of Eureka,
 11. State of Nevada, more particularly described as follows,
 12. To-wit:

13. Lot 4 of parcel G of the East half of Sec. 17, T.20 N., R.53
 E. M. D. B. . As shown on that certain Parcel Map recorded in
 the office of the Eureka County Recorder October 1, 1984 as file
 number 9602 A.P.N. 07-392-03.

14.

15.

16.

17.

18.

19.

20. ACCEPTING THEREFROM, all oil and gas in and under
 21. land, reserved by the United States of America in Patent,
 22. recorded April 15, 1966, in Book 10, Page 331, Official
 23. records, Eureka County, Nevada, and all minerals by the
 24. Rasmussen Trust.

25. TOGETHER with all buildings and improvements
 26. thereon and tenements, thereunto belonging or in anywise
 27. appertaining, and the reversion and reversions, remainder
 28. and remainders, rents, issues and profits thereof.

29.

30.) HAVE AND TO HOLD the same unto said Trustee and
31. its successors, in trust, to secure the performance of the
32. following obligations, and payment of the following debts:

33. (1)

34. ONE: Payment of an indebtedness evidenced by a
35. certain promissory Note dated November 1 2001 in the
36. principal amount of \$37,500.00 with interest thereon, at the
rate of 11.5 per annum beginning November 1, 2001,

37. expenses, attorney fees and other payments therein provided,
38. executed and delivered by the Grantor payable to the
39. Beneficiary or order, and any and all extensions or renewals
40. thereof.

41. TWO: Payment of such additional amounts as may be
42. hereafter loaned by the Beneficiary to the Grantor or any
43. successor in interest of the Grantor, with interest thereon,
44. expenses and attorney fees, and any other indebtedness or
45. obligation of the Grantor to the Beneficiary.

46. THREE: Payment of all other sums with interest
47. thereon coming due or payable under the provisions hereof
48. to either Trustee or Beneficiary.

49. FOUR: Payment, performance and discharge of each
50. and every obligation, covenant, promise and agreement of
51. Grantor herein or in said note contained and of all renewals,
52. extensions, revisions and amendments of the above described
53. notes and any other indebtedness or obligation secured
54. hereby.

55. To protect the security of the Deed of Trust, it is
56. agreed as follows:

57. The Beneficiary has the right to record notice
58. that this Deed of Trust is security for additional amounts
59. and obligations not specifically mentioned herein but which
60. constitute indebtedness or obligations of the Grantor for
61. which the beneficiary may claim this Deed of Trust as
62. Security

63. The Grantor shall keep the property herein

BOOK 348 PAGE 141

64. describe in good condition, order and repair; shall not
65. remove, abolish, neglect, or damage any buildings, fixtures,
66. improvements or landscaping thereon or hereafter placed or
67. constructed thereon; shall not commit or permit any waste or

68. (2)

69. deterioration of the land, buildings, and improvements; and
70. shall not do nor permit to be done anything which shall
71. impair, lessen, diminish or deplete the security hereby
72. given.

73. The following covenants, Nos. 1; (value) \$
74. 2; 3; 4; 5; 6; 7; (reasonable)
75. 8; and 9; or N.R.S. 107.030 are hereby adopted and made
76. a part of this Deed of Trust. In connection with Covenant
77. No. 6, it shall be deemed to include and apply to all
78. conditions, covenants and agreements contained herein in
79. addition to those adopted by reference, and to any and all
80. defaults or deficiencies in performance of this Deed of
81. Trust.

82. All payments secured hereby shall be paid in
83. lawful money of the United States of America.

84. The Beneficiary and any persons authorized
85. by the Beneficiary shall have the right to enter upon and
86. inspect the premises at all reasonable times.

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

95. If default be made in the performance or payment
96. of the obligation, note or debt secured hereby or in the
97. performance of any of the terms, conditions and covenants of
98. this Deed of Trust, or the payment of any sum or obligation

99. to be paid hereunder, or upon the occurrence of any act or
100. event of default hereunder, and such default is not cured
101. within thirty-five (35) days after written notice of default
102. and of action to sell said property given in the manner

103. (3)

104. provided by N.R.S 107.080 as in effect on the date of this
105. Deed of Trust, Beneficiary may declare all notes, debts and
106. sums secured hereby or payable hereunder immediately due and
107. payable though the date of maturity has not yet arrived.

108. The Promissory Note secured by this Deed of
109. Trust is a part hereof as if fully herein set out.

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

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

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

129. Any notice given to Grantor under section
130. 107.080 N.R.S. in connection with this Deed of Trust shall
131. be given by registered or certified letter to the Grantor
132. addressed to the address set forth near the signatures on
133. this Deed of Trust, or at such substitute address as Grantor

134. may dire in writing to Beneficiary and such notice shall be
135. binding on the Grantor and all assignees for grantees of
136. the Granr.

137.

138. (4)

139. 3. It is expressly agreed that the trusts created
140. hereby a irrevocable by the Grantor.

141. IN WITNESS WHEREOF; the Grantor has executed these
142. presentsne day and year first above written.

143.

144. GRANTOR

BENEFICIARY

145.

146. Eric J. storino
147. Eric J. storino

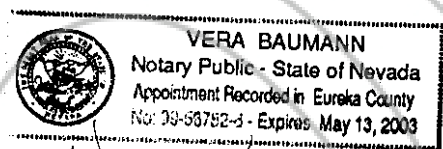
Earl A. Rasmussen
Rasmussen Trust
by Earl A. Rasmussen T.T.E.E.

149.
150. Philip Y Wilson
151. Philip Y Wilson

Lavernia C. Rasmussen
Rasmussen Trust
by Lavernia C. Rasmussen T.T.E.E.

153. ADDRESS:
154. Box 56
155. Eureka, vada 89316

159. NOTARY:



Vera Baumann

BOOK 348 PAGE 140
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Rasmussen Trust
02 JUL -3 AM 11:32

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 18⁰⁰

178252

BOOK 348 PAGE 144