

180727

DEED OF TRUST

1. THIS DEED OTRUST, made this 12th day of Dec. 2002 by
2 and between Ken L. Barney and Anna Bruggman as Grantors
3 and Security Tie Company as Trustee and The Rasmussen Trust
4 PO Box 112, Euka Nevada 89316, Beneficiary.

5.
6. W I T N E S S E T H :

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

11. To-Wit:

12. Parcel C of Lc3, as shown on that certain Parcel Map for E.A.
13. & L. C. Rasmusn, filed in the office of the county recorder
14. of Eureka Coun Nevada 01/06/1988, as file number 115499, a
15. portion of thearge Division Map of the E. $\frac{1}{2}$ S. 17, T. 20 N., R. 53 E.,
M.D.B.&M. Assesor Parcel number 07-393-19.

16. Included are t mobile homes, one Fleetwood, model FLBBD, I.D.
17. #40247 and one amarack model FKS, I.D. #FKS257.

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19.
20.
21.
22.
23.
24.
25.
26. EXCEPTING TREFROM, all oil and gas, in and under land,
27. reserved by thUnited 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 buildngs, and improvements thereon and
31. tenements thereto belonging or in anywise appertaining and
32. the reversion d reversions, remainder and remainders, rents,
33. issues and prots thereof.

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

38.
39. ONE: Paynt of an indebtedness evidenced by a certain
40. Promissory Note dated 12 December, 2002 in the principal
41. amount of \$28,000.00 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: Paynt of such additional amounts as may be here-
47. after loaned to the Beneficiary to the Grantor or any success-
48. or in interest of 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: Paynt of all other sums with interest thereon be-
53. coming due, payable under the provisions hereof to either
54. Trustee or Beneficiary.

55.
56. FOUR: Paynt, 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 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 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

71. in good condion, order and repair; shall not remove, demolish
72. neglect, or dage, any buildings, fixtures, improvements or
73. landscaping t'reon or hereafter placed or constructed thereon;
74. shall not comt, or permit, any waste or deterioration of the
75. land, buildin and improvements; and shall not do nor permit
76. to be done, athing which shall impair, lessen, iminish or
77. deplete the surity hereby given.

78. 3. Thfollowing covenants, Numbers 1; (value) \$ 2;
79. 3; 4; 5; 6; 7; (reasonable) 8; and 9; or N.R.S.
80. 107.030 are heby adopted and made a part of this Deed of Trust.
81. In connectionith Covenant No. 6, it shall be deemed to include
82. and apply to l conditions, covenants and agreements contained
83. herein, in adtion to those adopted by reference, and to any
84. and all defaus, or deficiencies, in performance of this Deed
85. of Trust

86. 4. Alpayments secured hereby shall be paid in lawful
87. money of the lted States of America.

88. 5. ThBeneficiary and any persons authorized by the
89. Beneficiary sll have the right to enter upon and inspect the
90. premises at a reasonable times.

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

98. 7. Ifefault be made, in the performance, or payment of
99.. the obligatio note or debt secured hereby or in the performance
100. any of the tes, conditions and covenants of this Deed of Trust,
101. or the payoenof any sum or obligation to be paid hereunder or
102. upon the occunce of any act, or event of default hereunder
103. and such defat is not cured within thirty-five (35) days
104. after writtentionice of default and of election to sell said
105. property giveln the manner provided by N.R.S. 107.080 as in

106.

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107. effect on the te of this Deed of Trust, Beneficiary may declare
108. all notes, deb and sums secured hereby, or payable hereunder
109. immediately duand payable although the date of maturity has
110. not yet arrive

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

113. 9. Theommencement of any proceeding under the Bankruptcy
114. or Insolvency ws by or against the Grantor or the maker of the
115. note secured heby; or the appointment of receiver for any of
116. the assets of e Grantor hereof or the maker of the Note secured
117. hereby of a gexal asignment for the benefit of creditors, shall
118. constitute a dault under this Deed of Trust.

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

123. 11. Allne provisions of this instrument shall insure
124. to and bind thneirs, legal representatives, successors and
125. assigns of eacparty hereto respectively as the context permits.
126. All obligationof each Grantor hereunder shall be joint and
127. several. The wd "Grantor" and any reference thereto shall include
128. the masculine, eminine and neuter genders and the singular and
129. plural, as indated by the context and number of parties hereto.

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

137. 13. It expressly agreed that the trusts created hereby
138. are irrevocablby the Grantor.

139.

140.

141.

142.

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

146. GRANTOR:

147. Kevin L. Barn
148. Kevin L. Barn
149. Kevin L. Barn
150. Kevin L. Barn
151. Kevin L. Barn
152. Kevin L. Barn
153. Kevin L. Barn
154. Kevin L. Barn
155. Kevin L. Barn
156. Kevin L. Barn

BENEFICIARY:

Earl A. Rasmussen
The Rasmussen Trust
by Earl A. Rasmussen, Trustee.

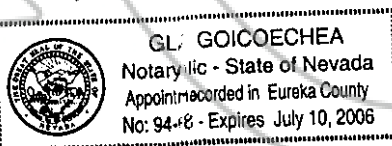
Anna Bruggman
Anna Bruggman

Lavernia C. Rasmussen
The Rasmussen Trust
by Lavernia C. Rasmussen Trustee.

ADDRESS:

Eureka, Nevada 89316

NOTARY:



BOOK 357 PAGE 246
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Earl Rasmussen
03 JAN 14 AM 10:11
CLERK OF COUNTY, NEVADA
RECORDS & DEEDS
FILE NO. FEES 18.00

(5) - and last 180727