

Official RecordRecording requested By
LAVERNIA RASMUSSEN

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$16.00

Page 1 of 3

RPTT:

Recorded By: FS

Book- 0472 Page- 0318



0211845

DEED OF TRUST

THIS DEED OF TRUST, made this First (1) day of April, 2008, by and between Walter B. Gill, Jr. as Grantor and Lavernia C. Rasmussen, P.O. Box 112, Eureka NV 89316, Beneficiary.

WITNESSETH:

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

AP#07-393-14 and AP# 07-393-15

Parcel F and G as shown on that certain Parcel Map for L.C. Rasmussen, filed in the office of the County Recorder of Eureka County, State of Nevada, on February 18, 1989, as File #126446, being a portion of Parcel D of Parcel Map, Document #114556. E. ½ S., 17, T. 20 N, R 53 E, MDB&M.

EXCEPTING THEREFORM, 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 and Official Records Eureka County, Nevada and all mineral by The Rasmussen Trust.

TOGETHER WITH all buildings and improvements thereon and tenements thereunto belonging or in anyway pertaining to and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE and to hold the same unto said Trustees and its successors, in trust, to secure the performance of the following obligations and payments of the following debts:

One: Payment of an indebtedness evidenced by a certain Promissory Note dated April 1, 2008, in the principal amount of \$52,000.00, with interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor, payable to the Beneficiary or order and any and all extensions or renewals thereof.

Two: Payment of such additional amounts as may be hereafter loaned 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.

Three: Payment of all other sums with interest thereon becoming due, or payable under the provisions hereof, to either Trustee or 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 obligations secured hereby.

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

Six: In case of condemnation of the property subject hereto or any part thereof, by paramount authority, all of any condemnation award to which the Grantor shall be entitled, less costs and expenses of litigations, is here by assigned by the Grantor to the Beneficiary who is hereby authorized to receive and to receipt for the same and apply such proceeds as received and to receipt for the same and apply such proceeds as received toward payment of the indebtedness hereby secured, whether due or not.

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

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

Nine: The commencement of any proceeding under the Bankruptcy or Insolvency Laws by or against the Grantor or the maker of the Note secured hereby or the appointment of receiver for any of the assets of the Grantor hereof or the maker of the Note secured by a general assignment for the benefit of creditors, shall constitute a default under this Deed of Trust.

Ten: The rights and remedies herein granted shall not exclude any other rights or remedies granted by law and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

Eleven: All the provisions of this instrument shall insure to and bind the heirs, legal representatives, successors and assigns of each party hereto respectively as the context permits all obligations of each Grantor hereunder shall be joint and several. The Word: Grantor" and any reference thereto shall include the masculine, feminine and neuter genders and the singular and plural, as indicated by the context and number of parties hereto.

Twelve: Any notice given to Grantor under section 107-080 of N.R.S. in connection with this Deed of Trust shall be given by registered or certified letter to the Grantor addressed to the address set forth near the signatures on this Deed of Trust or at such substitute address as Grantor may direct in writing to Beneficiary and such notice shall be binding upon the Grantor and all assignees for Grantees or the Grantor

Thirteen: It is expressly agreed that the trusts created hereby are irrevocable by the Grantor.

IN WITNESS WHEREOF: The Grantor has executed this day and year firs above written:

GRANTOR

Walter B. Gill, Jr.
Walter B. Gill, Jr.
P.O. Box 833
Eureka, NV 89316

BENEFICIARY:

Lavernia C. Rasmussen
Lavernia C. Rasmussen, TTEE
P.O. Box 112
Eureka, NV 8931

NOTARY:



Jackie J. Berg



0211845

Book: 472 05/12/2008
Page: 320 Page: 3 of 3