

1 PARCEL NO. 3-181-13

2 RECORDING REQUESTED BY:

3 GARY D. FAIRMAN, ESQ.
4 A Professional Corporation
5 P.O. Box 5
6 Ely, Nevada 89301

7 DEED OF TRUST

8 THIS DEED OF TRUST, made this 25 day of JANUARY,
9 2008, by and between NORTHERN NIGHTS, INC., a Nevada Corporation,
10 as Trustor, and FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada
11 corporation, as Trustee, and WALTER GIDDINGS, a married man, as
12 Beneficiary. (It is distinctly understood that the words "Trustor"
13 and "Beneficiary" and the word "his" referring to the Trustor or
14 Beneficiary, as herein used, are intended to and do include the
15 masculine, feminine and neuter genders and the singular and plural
16 numbers, as indicated by the context.)

17 W I T N E S S E T H:

18 That said Trustor hereby grants, conveys and confirms
19 unto said Trustee in trust with power of sale, the following
20 described real property situate in the County of Lincoln, State of
21 Nevada, to-wit:

22 All that certain real property situate in the County of
23 Lincoln, State of Nevada, more particularly described as
24 follows:

25 Lot Twelve (12), in Block Nine (9), in the
26 City of Caliente, Lincoln County, Nevada,
27 having an APN of 03-181-13 and being
28 commonly known as 135 Clover Street,
29 Caliente, Nevada.

30 TOGETHER WITH all and singular the tenements,
31 hereditaments and appurtenances thereunto belonging or anywise
32 appertaining, and the reversion and reversions, remainder and
33 remainders, rents, issues and profits thereof, and also all the
34 estate, right, title and interest, homestead or other claim or
35 demand, as well in law as in equity, which the Trustor now has or
36 may hereafter acquire, or, in or to the said premises or any part
37 thereof, with the appurtenances.

38 As additional security, Trustor hereby assigns all rents
39 from such property and gives to and confers upon Beneficiary the
40 right, power and authority, during the continuance of these Trusts,
41 to collect the rents, issues, and profits of said property,
42 reserving unto Trustor the right, prior to any default by Trustor
43 in payment of any indebtedness secured hereby or in performance of
44 any agreement hereunder, to collect and retain such rents, issues,
45 and profits as they become due and payable.

46 Upon any such default, Beneficiary may at any time
47 without notice, either in person, by agent, or by a receiver to be
48 appointed by a court, and without regard to the adequacy of any
49 security for the indebtedness hereby secured, enter upon and take
50 possession of said property or any part thereof, in his own name
51 for or otherwise collect such rents, issues, and profits, including
52 those past due and unpaid, and apply the same, less costs and

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expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

In the event all or any part of the property secured by this Deed of Trust be sold, conveyed, transferred, or exchanged, then the Note of even date secured hereby shall become immediately due and payable at the option of the holder of said Note.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trusts hereinafter expressed:

As security for the payment of THIRTY FIVE THOUSAND DOLLARS (\$35,000.00) in lawful money of the United States of America, with interest thereon in like money and with expenses and counsel fees according to the terms of the Promissory Note or Notes for said sum executed and delivered by the Trustor to the Beneficiary; such additional amounts as may be hereafter loaned by the Beneficiary or his successor to the Trustor or any of them, or any successor in interest of the Trustor, with interest thereon, and any other indebtedness or obligation of the Trustor or any of them, and any present or future demands of any kind or nature which the Beneficiary, or his successor, may have against the Trustor or any of them, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in said note or notes contained.

Trustor grants to Beneficiary the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which Beneficiary may claim this Deed of Trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above-described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: The Trustor promises to properly care for and keep the property herein described in first-class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and improvements or of any premises. If the above-described property is farm land, Trustor agrees to farm, cultivate and irrigate said premises in a proper, approved and husbandmanlike manner.

1 THIRD: The following covenants, Nos. 1, 2 (\$35,000.00
2 amount of insurance), 3, 4 (interest 5% per annum), 5, 6, 7
(counsel fees 15%) and 8 of NRS 107.030, are hereby adopted and
made a part of this Deed of Trust.

3 FOURTH: Beneficiary may, from time to time, as provided
4 by statute, or by a writing, signed and acknowledged by him and
5 recorded in the office of the County Recorder of the County in
6 which said land or such part thereof as is then affected by this
7 Deed of Trust is situated, appoint another Trustee in place and
8 stead of Trustee herein named, and thereupon, the Trustee herein
named shall be discharged and Trustee so appointed shall be
substituted as Trustee hereunder with the same effect as if
originally named Trustee herein.

9 FIFTH: Trustor agrees to pay any deficiency arising from
10 any cause after application of the proceeds of the sale held in
accordance with the provisions of the covenants hereinabove adopted
by reference.

11 SIXTH: The rights and remedies hereby granted shall not
12 exclude any other rights or remedies granted by law, and all rights
and remedies granted hereunder or permitted by law shall be
13 concurrent and cumulative. A violation of any of the covenants
herein expressly set forth shall have the same effect as the
violation of any covenant herein adopted by reference.

14 SEVENTH: In the event of any tax or assessment on the
15 interest under this Deed of Trust it will be deemed that such taxes
or assessments are upon the interest of the Trustor, who agrees to
16 pay such taxes or assessments although the same may be assessed
against the Beneficiary or Trustee.

17 EIGHTH: All the provisions of this instrument shall
18 inure to, apply, and bind the legal representatives, successors and
assigns of each party hereto respectively.

19 NINTH: In the event of a default in the performance or
20 payment under this Deed of Trust or the security for which this
Deed of Trust has been executed, any notice given under Section
21 107.080 NRS shall be give by registered letter to the Trustor(s) at
the address herein, Box 704, Caliente, Nevada 89008 and such
22 notice shall be binding upon the Trustor(s), Assignee(s), or
Grantee(s) from the Trustor(s).

23 TENTH: It is expressly agreed that the trusts created
24 hereby are irrevocable by the Trustor.

25 IN WITNESS WHEREOF, the said Trustor has executed these
presents the day and year first above written.

26
27 NORTHERN NIGHTS, INC., a Nevada
Corporation

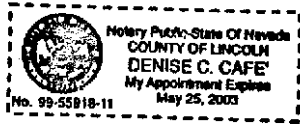
28
29 By: *[Signature]* SEC

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1 STATE OF Nevada)
2 COUNTY OF Lincoln) ss.

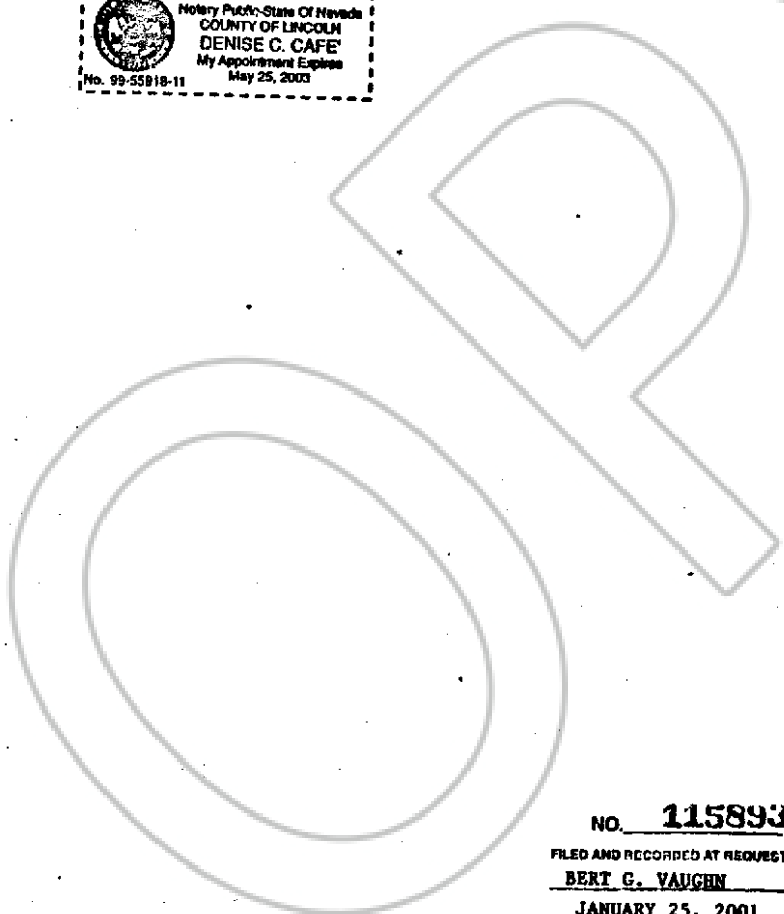
3 On November 29, 2000, personally appeared
4 before me, a Notary Public, NORTHERN NIGHTS, INC., a Nevada
5 Corporation, by Bert G. Vaughn, personally known or
6 proved to me to be the person whose name is subscribed to the above
7 instrument who acknowledged that he executed the instrument.

Denise C. Cafe'
NOTARY PUBLIC



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NO. 115893
FILED AND RECORDED AT REQUEST OF
BERT G. VAUGHN
JANUARY 25, 2001
AT 47 MINUTES PAST 11 O'CLOCK
AM IN ROOM 153 OF OFFICIAL
RECORDOR FASH 87 LINCOLN
COUNTY, NEVADA.
LESLIE BOUCHER
COUNTY RECORDER
BY Denise Seewers DEPUTY