

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 WITNESSETH:

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

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

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

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

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

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

38 AND THIS INDENTURE FURTHER WITNESSETH:

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

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

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THIRD: The following covenants, Nos. 1, 2 (\$35,000.00 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.

FOURTH: Beneficiary may, from time to time, as provided by statute, or by a writing, signed and acknowledged by him and recorded in the office of the County Recorder of the County in which said land or such part thereof as is then affected by this Deed of Trust is situated, appoint another Trustee in place and 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.

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

SIXTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be 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.

SEVENTH: In the event of any tax or assessment on the 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 pay such taxes or assessments although the same may be assessed against the Beneficiary or Trustee.

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

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

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

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

NORTHERN NIGHTS, INC., a Nevada Corporation

By: *[Signature]* SEC

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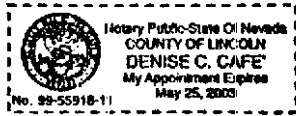
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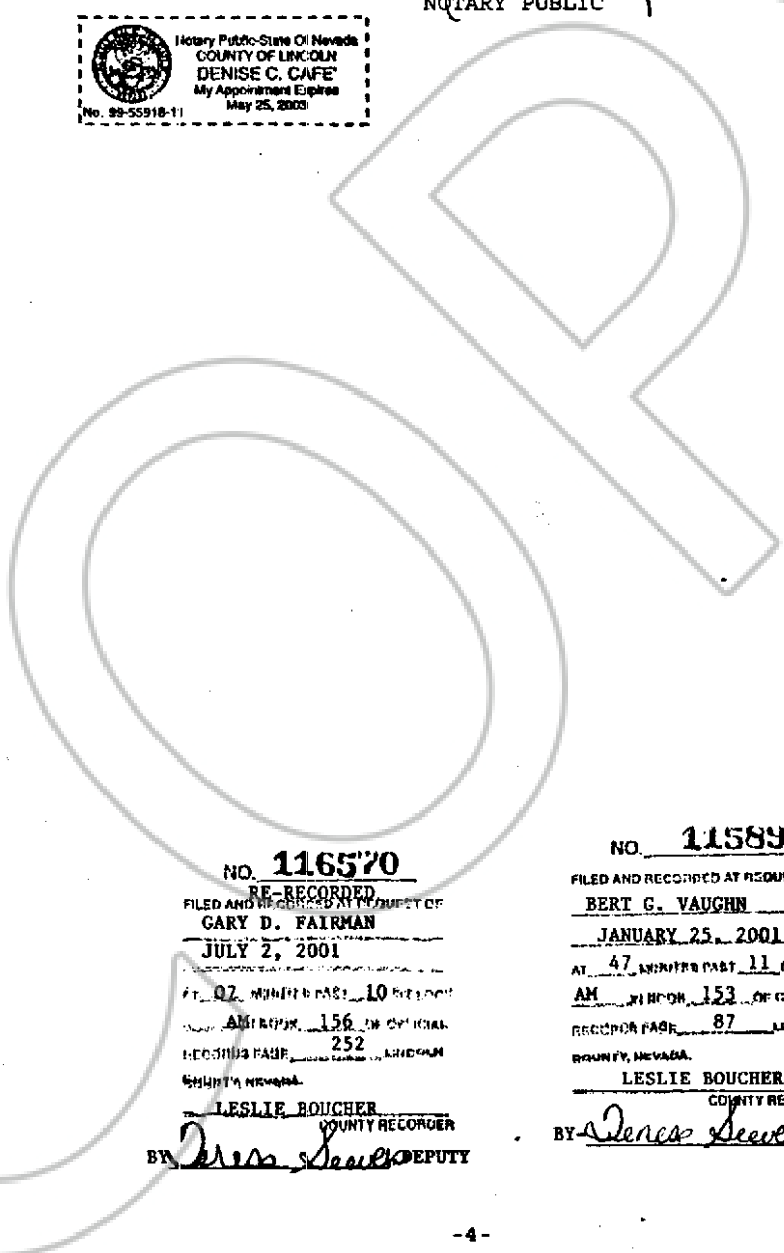
STATE OF Nevada)
COUNTY OF Lincoln) ss.

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

Denise C. Cafe
NOTARY PUBLIC



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NO. 116570
RE-RECORDED
FILED AND RECORDED AT THE REQUEST OF
GARY D. FAIRMAN
JULY 2, 2001
AT 02 MINUTES PAST 10 O'CLOCK
AM IN ROOM 153 OF OFFICIAL
RECORDS FASE 252 LINCOLN
COUNTY, NEVADA.
LESLIE BOUCHER
COUNTY RECORDER
BY Denise Seavers DEPUTY

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
RECORDS FASE 87 LINCOLN
COUNTY, NEVADA.
LESLIE BOUCHER
COUNTY RECORDER
BY Denise Seavers DEPUTY