

(The undersigned certifies that this document does not include any personal information as referenced in NRS Section 239.030.)

Assessor's Parcel Number(s): 1320 - 29 - 401 - 010



**When Recorded Mail to:**

CRE Venture 2011-1, LLC  
2650 Broadway, 6th Floor  
Santa Monica, CA 90404  
Attention: Director of Legal

**Mail all real property tax notices to:**

Saletti's of Minden, LLC  
1623 Hwy 395  
Minden NV 89423  
Attention: Managing Member

**MODIFICATION TO DEED OF TRUST**

THIS MODIFICATION TO DEED OF TRUST ("**Modification**"), executed at Las Vegas, Nevada, as of the 13 day of March, 2014, by the undersigned Trustor and Beneficiary, respectively.

**WITNESSETH, THAT:**

A. Saletti's of Minden, LLC, a Nevada limited-liability company ("**Trustor**"), is named as trustor under that certain Deed of Trust, dated August 1, 2007, recorded on August 1, 2007, as Document No. 0706776 of the official records of the Douglas County, Nevada, Recorder (the "**Deed of Trust**"), executed in favor of Carson River Community Bank ("**Failed Bank**"). The Failed Bank was closed by its regulator, and the Federal Deposit Insurance Corporation (the "**FDIC**") was appointed to be the "Receiver" for the Failed Bank. The FDIC then assigned all right, title and interest in and to the Deed of Trust and the obligations secured thereby to CRE Venture 2011-1, LLC, a Delaware limited liability company ("**Beneficiary**"), under the terms of an Assignment of Real Estate Deed of Trust recorded September 8, 2011 in the official records of Douglas County, Nevada. The Deed of Trust encumbers the real property described in Exhibit "A" attached hereto.

B. The Deed of Trust secures the Trustor's obligations under the terms of a Promissory Note, dated August 1, 2007, in the original principal amount of \$1,170,000.00,



executed by Clarence J. Saletti, III and Faith R. Saletti (together, and each, jointly and severally, "**Borrowers**") in favor of Failed Bank, as modified by Change in Terms Agreements dated December 19, 2008, August 29, 2008 and March 10, 2009, as further modified by a Loan Modification Agreement dated September 15, 2011 by and between Beneficiary and Borrowers (together, the "**Note**"). The loan evidenced by the Note and is governed by the terms of a Business Loan Agreement, dated March 10, 2009, executed by Borrowers and Failed Bank ("**Loan Agreement**"). The Deed of Trust, the Note the Loan Agreement and all other documents that govern and evidence the Loan are collectively referred to herein as the "**Loan Documents.**"

C. Borrowers and Trustor have asked Beneficiary to modify the terms of the Deed of Trust, the Note, the Loan Agreement and the other Loan Documents, as set more fully set forth below.

### AGREEMENT

Now therefore, for valuable consideration, the parties agree as follows:

1. The terms of the Deed of Trust are hereby modified as follows:
  - A. In addition to securing the Borrowers' performance of their obligations under the Note, the Deed of Trust shall also secure the Borrowers' performance of their obligations under the terms of that certain Credit Agreement and Disclosure, dated August 1, 2007, by and between Borrowers and Failed Bank (the "**Credit Agreement**"), in the amount of \$250,000.00. Borrowers acknowledge that the FDIC has assigned to Beneficiary all right, title and interest in and to the Credit Agreement.
  - B. In all other respects, the Deed of Trust remains in full force and effect.
  - C. Borrowers shall pay for all recording fees, title insurance fees and other fees incurred by Beneficiary in connection with this Modification.
  - D. Any default under the terms of the Credit Agreement shall be a default under the terms of the Note, and any default under the terms of the Note shall be default under the terms of the Credit Agreement.
2. Beneficiary hereby reaffirms all representations and warranties set forth in the Deed of Trust, the Loan Agreement, the Note, the Credit Agreement and all other documents that govern and/or evidence the Loan.
3. Any default under, or failure to comply with, any of the terms of the Loan Documents, as modified by the Modification Agreement, executed by Trustor and/or Borrowers and Beneficiary, of even date herewith, shall be an Event of Default as defined in the Deed of Trust.

**[Signature page to follow.]**



IN WITNESS WHEREOF, the undersigned parties have executed these presents.

**“TRUSTORS”**

Saletti’s of Minden, LLC, a Nevada limited-liability company

By: *Clarence J. Saletti, III*  
Clarence J. Saletti, III, Managing Member

By: *Faith R. Saletti*  
Faith R. Saletti, Managing Member

**“BENEFICIARY”**

CRE Venture 2011-1, LLC

By: ColFin 2011 CRE Funding, LLC

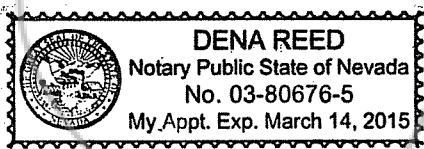
Its Manager

By: *Signed in Counterpart*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEVADA        }  
                                      } ss  
COUNTY OF CLARK     }

This instrument was acknowledged before me on <sup>April</sup> ~~March~~ 10, 2014, by Clarence J. Saletti, III, as Managing Member of Saletti’s of Minden, LLC, a Nevada limited-liability company.

*Dena Reed*  
NOTARY PUBLIC



[Signature page continues.]



IN WITNESS WHEREOF, the undersigned parties have executed these presents.

**"TRUSTORS"**

Saletti's of Minden, LLC, a Nevada limited-liability company

By: *Clarence J. Saletti, III*  
Clarence J. Saletti, III, Managing Member

By: *Faith R. Saletti*  
Faith R. Saletti, Managing Member

**"BENEFICIARY"**

CRE Venture 2011-1, LLC

By: ColFin 2011 CRE Funding, LLC

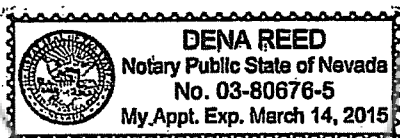
Its Manager

By: *Thomas F. Harrison*  
Name: Thomas F. Harrison  
Title: Authorized Signatory

STATE OF NEVADA        }  
                                      } ss  
COUNTY OF CLARK     }

This instrument was acknowledged before me on <sup>April</sup> ~~March~~ <sup>10</sup>, 2014, by Clarence J. Saletti, III, as Managing Member of Saletti's of Minden, LLC, a Nevada limited-liability company.

*Dena Reed*  
NOTARY PUBLIC



[Signature page continues.]



### ACKNOWLEDGMENT

State of California  
County of Los Angeles )

On May 22, 2014 before me, Amy Marie Steiner, Notary Public  
(insert name and title of the officer)

personally appeared Thomas F. Harrison  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Amy Steiner*

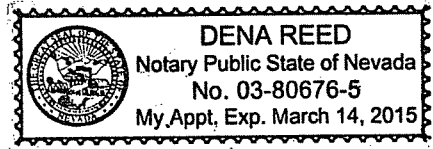


(Seal)



STATE OF NEVADA }  
                  Douglas } ss  
COUNTY OF ~~CLARK~~ }

This instrument was acknowledged before me on <sup>April</sup> ~~March~~ 29, 2014, by Faith R. Saletti, as Managing Member of Saletti's of Minden, LLC, a Nevada limited-liability company.



*Dena Reed*  
\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA }  
                                  } ss  
COUNTY OF CLARK }

This instrument was acknowledged before me on February \_\_, 2014, by \_\_\_\_\_ as \_\_\_\_\_ of ColFin 2011 CRE Funding, LLC, as Manager of CRE Venture 2011-1, LLC, a Delaware limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC



## EXHIBIT "A" LEGAL DESCRIPTION

File No.: 01415-9661

A rectangular piece of parcel of land situate, lying and being in the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B.&M., adjacent to the Northern side of Railroad Avenue (U.S. 395) in the Town of Minden, Douglas County, Nevada, more particularly described as follows:

Beginning at the point of intersection of the Western Boundary of Seventh Street extended Northerly and the Northern Boundary of Railroad Avenue (U.S. 395) in said Town of Minden, thence North 63°25' West along said Northern Boundary a distance of 159 feet to a point; thence North 26°35' East a distance of 120 feet to a point; thence South 63°25' East a distance of 159 feet to a point; thence South 26°35' West a distance of 120 feet to the Point of Beginning.

Except therefrom that portion of a parcel of said land conveyed to the County of Douglas in Deed recorded May 7, 1982 in Book 582, Page 342, Document No. 67574 of Official Records of Douglas County, Nevada.

Together with a non-exclusive easement for roadway and incidental purposes over, under and across the West 13 feet of that portion of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B.&M., as set forth in Easement Deed recorded January 5, 1984 in Book 184, Page 149, Document No. 93839 of Official Records of Douglas County, Nevada.

APN: 1320-29-401-010

The above description was obtained from Document No. 734564.