

APN # 1318-10-417-040

Escrow # 240980A -004-CD

Recording Requested By:  
First Centennial Title Company  
1450 Ridgeview Dr. #100  
Reno, NV 89509

When Recorded Return to:  
Dryden First Mortgage Fund  
1202 Grant Ave Suite B-1  
Novato, CA 94945

DOUGLAS COUNTY, NV

**2019-925293**

Rec:\$35.00

\$35.00

Pgs=5

01/31/2019 03:09 PM

FIRST CENTENNIAL - RENO (MAIN OFFICE)

KAREN ELLISON, RECORDER

SPACE ABOVE FOR RECORDERS USE

**Revolving Loan Modification**

(Title of Document)

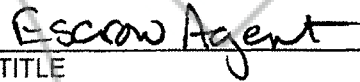
**Please complete Affirmation Statement below:**

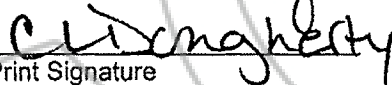
I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

**-OR-**

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law: (state specific law).

  
SIGNATURE

  
TITLE

  
Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

**This cover page must be typed or printed in black ink.**

(Additional recording fee applies)

SPACE BELOW FOR RECORDER

## Revolving Loan Modification Agreement

### NOTE MODIFICATION AGREEMENT

This Modification Agreement ("Modification Agreement"), dated **January 14, 2019** effective between **Jason Kristal, an unmarried man** ("Borrowers"), **Dryden First Mortgage Fund, LLC, CFL License Number 60 52688, a California limited liability company** ("Lender"), amends and supplements the Note and all ADDENDUMS (the "Note") made by the Borrowers, dated **November 15, 2018**, in the original principal sum of **Five Hundred Thousand Dollars (\$500,000.00)**, and which is secured by a Deed of Trust (the "Security Instruments"), recorded on **November 29, 2018**, as **Document Number 2018-923019** of the Records of **Douglas** County in the State of **NEVADA**. The Security Instrument, was given as security for the performance of the Note, and encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Properties"). The Real Properties are located at **611 Jerry Drive, Zephyr Cove, NV 89448**, and are legally described in Exhibit A, attached hereto and incorporated by reference.

The Borrowers have requested that Lender increase the principal amount of the loan. The Lender has agreed to Borrowers' request, which is evidenced by the terms and conditions contained in this Modification Agreement. In consideration of the agreements made in this Modification Agreement, and other good and valuable consideration, which the parties agree they have received, the Borrowers and Lender agree to modify the terms of the Note as follows.

**Borrowers and Lender in accordance** this Modification Agreement, modify the Note as follows:

1. Lender shall fund additional principal of **Two Hundred Thousand Dollars (\$200,000.00)**. Such additional funding shall bear interest as of the date it is made available to Borrower at the interest rate shown in the Note.
2. In consideration of the providing additional funding and extending the Term of the Note, upon the funding date, Borrower shall pay to Dryden Capital, Inc. whose address is 1202 Grant Avenue, Suite B-1, Novato, CA 94945, an Additional Funding Fee equal to 1.00% of the Additional Funding Amount, or \$2,000.00.
3. **Release of Lender.** In consideration of the above forbearance of the Loan, Borrower hereby releases Lender and any past or future assignee or payee of the Loan, and each of their officers, directors, agents and representatives, from any and all liability, demands, causes of action, accountings or claims of any nature arising out of the advertising, negotiation, disclosure, underwriting, processing, making, settlement, servicing or any other aspects of the relationship between the parties concerning the Loan, known or unknown, suspected or unsuspected, arising since the Loan was applied for to the present, including claims under the Truth-in-Lending Act, Real Estate Settlement Procedures Act, State Real Estate Law and all state and federal statutory, regulatory or case law, but excluding obligations created in this agreement and the on-going obligations under the Loan. Borrower acknowledge that such release includes a waiver of the right to make claims based upon the discovery of new facts and circumstances, and in that light, waives the application of any state or federal laws providing for relief from general releases, including California Civil Code Section 1542 which provides:  
"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE. WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR SETTLEMENT WITH THE DEBTOR."
4. **Borrower's Acknowledgments.** Borrower acknowledges and represents to Lender, in order to induce

**Revolving Loan Modification Agreement**

Lender to enter into this agreement, that each of the following is completely true and correct:

- (a) Borrower has been encouraged to consult his/her legal, tax and financial advisors before entering into this agreement;
- (b) Borrower has read and understood this agreement in its entirety;
- (c) Borrower is giving up his/her rights to ever make a claim against Lender about any aspect of the Loan to date or his/her relationship with Lender about the Loan to date;
- (d) Borrower is not under any pressure from any source to modify, modification is voluntary;
- (e) Borrower acknowledges the services of Dryden Capital, Inc. as the real estate broker than arranged this Agreement; and,
- (e) Lender and its representatives are not Borrower's advisors in this modification.

5. No Admission. Nothing contained in this agreement shall be construed as an admission by any party to this agreement of the validity of the claims of the other party to this agreement. The parties hereto specifically disclaim any liability to each other.

6. Entire Agreement. This agreement contains the entire understanding between the parties about the claim and the modification of the Loan. No express or implied warranties, covenants or representations have been made concerning the subject matter of this agreement unless expressly stated herein. Any prior written or oral negotiations not contained in this agreement are of no force or effect whatsoever.

7. Miscellaneous. This Agreement shall be construed as if prepared by all parties even though one party prepared it. This agreement may be executed in one or more counterparts or signature pages, each of which shall be deemed an original and which together shall constitute one instrument. No amendment, modification or waiver of any provision of this agreement shall be effective unless in writing and signed by all parties. Upon signature by all parties, this agreement is binding upon the parties, their successors, heirs and assigns.

Revolving Loan Modification Agreement  
IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS MODIFICATION

Jason Kristal 1/31/19  
Borrower Jason Kristal Date Borrower Date

Dryden First Mortgage Fund, LLC  
a California limited liability company

David Nesevala 1/14/19  
Lender David Nesevala, Manager Date Lender Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Marin

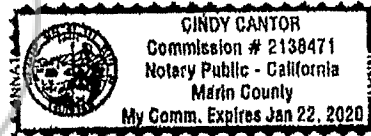
On Jan. 14, 2019 before me, Cindy Cantor, a

Notary Public, personally appeared David Nesevala, 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.

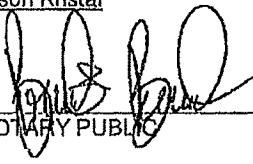
Signature: [Signature]



STATE OF NEVADA            )  
  ) SS  
COUNTY OF WASHOE        )

This instrument was acknowledged before me on January 31, 2019

by Jason Kristal

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



*\*See Attached Note modification agreement*