



MISC 2015001522



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 Register of Deeds, Douglas County, NE
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MODIFICATION OF DEED OF TRUST AND ASSIGNMENT OF LEASES AND RENTS

THIS MODIFICATION OF DEED OF TRUST AND ASSIGNMENT OF LEASES AND RENTS ("Modification") is made and entered into this 29th day of December, 2014, by and between Fantasy's, Inc., a Nebraska corporation ("Fantasy's") and Great Western Bank, a bank chartered under the laws of the state of South Dakota, successor in interest to the loans of TierOne Bank, a federally chartered savings bank, by acquisition of assets from the FDIC as Receiver of TierOne Bank, which was closed by the Office of Thrift Supervision on June 4, 2010, together with its successors and/or assigns ("Lender").

WITNESSETH

WHEREAS, on or about February 13, 2008, Fantasy's executed and delivered unto Lender a Construction Security Agreement/Deed of Trust with Assignments of Leases and Rents and Security Agreement (the "Deed of Trust") upon certain real property and improvements thereon legally described on the attached Exhibit A, which is incorporated herein by this reference (the "Real Property"), which Deed of Trust was recorded in the office of the Register of Deeds of Douglas County, Nebraska on February 15, 2008 as Instrument No. 2008014814.

WHEREAS, on or about February 13, 2008, Fantasy's executed and delivered unto Lender an Assignment of Leases and Rents (the "Assignment") upon the Real Property, which Assignment was recorded in the office of the Register of Deeds of Douglas County, Nebraska, on February 15, 2008 as Instrument No. 2008014815, and;

WHEREAS, the Deed of Trust and Assignment were originally given to secure, among other obligations, payment of all indebtedness and performance of all obligations of Fantasy's to Lender, whether then owned or thereafter arising, which recite that they are secured by the Deed of Trust or Assignment, as applicable, and;

WHEREAS, the parties desire to amend the Deed of Trust and Assignment to provide that the Deed of Trust and Assignment secure any and all obligations of any one or more of Fantasy's or Tranquility Realty, L.L.C., a Nebraska limited liability company ("Tranquility") to Lender, including but not limited to that certain promissory note dated December 29, 2014 in the original principal amount of \$20,082,659.17 given by Fantasy's, Inc. and Tranquility to Lender, together with that certain promissory note dated December 29, 2014 in the original principal amount of \$900,000.00 given Fantasy's and Tranquility to Lender;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Deed of Trust is hereby modified in part to provide that it shall secure any and all indebtedness owed to Lender from any one or more of Fantasy's or Tranquility, including, without limitation, (a) that certain promissory note dated December 29, 2014 in the original principal amount of \$20,082,659.17 given by Fantasy's and Tranquility to Lender, including all renewals, extensions, modifications, refinancing and substitutions thereof, together with (b) that certain promissory note dated December 29, 2014 in the original principal amount

of \$900,000.00 given by Fantasy's and Tranquility to Lender, including all renewals, extensions, modifications, refinancing and substitutions thereof.

2. The Deed of Trust is further modified in part to remove any references contained therein to a maturity date of the Deed of Trust or any promissory note secured thereby.

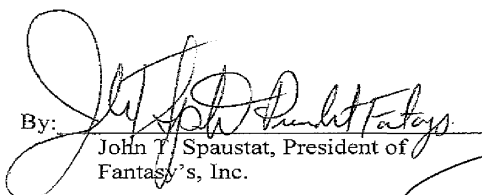
3. The Assignment is hereby modified in part to provide that it shall secure any and all indebtedness owed to Lender from any one or more of Fantasy's or Tranquility, including, without limitation, (a) that certain promissory note dated December 29, 2014 in the original principal amount of \$20,082,659.17 given by Fantasy's and Tranquility to Lender, including all renewals, extensions, modifications, refinancing and substitutions thereof, together with (b) that certain promissory note dated December 29, 2014 in the original principal amount of \$900,000.00 given Fantasy's and Tranquility to Lender, including all renewals, extensions, modifications, refinancing and substitutions thereof.

4. Except as specifically modified herein, the Deed of Trust and Assignment shall remain in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have executed this Modification as of the day and date first written above.

AS BORROWER:

FANTASY'S, INC., a Nebraska corporation

By: 
John T. Spaustat, President of
Fantasy's, Inc.

AS LENDER:

GREAT WESTERN BANK, a bank chartered under the laws of the State of South Dakota, successor in interest to the loans of TierOne Bank, a federally chartered savings bank, by acquisition of assets from the FDIC as Receiver of TierOne Bank, which was closed by the Office of Thrift Supervision on June 4, 2010

By: 
Gerald E. Kruger, Senior Vice
President of Great Western Bank

STATE OF NEBRASKA)
) cc.
COUNTY OF DOUGLAS)

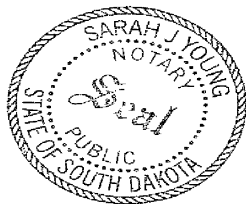
The foregoing instrument was acknowledged before me this 27th day of December 2014, by John T. Spaustat, President of Fantasy's, Inc., a Nebraska corporation, on behalf of the company.

STATE OF South Dakota)
) cc.
COUNTY OF Minnehaha)

Notary Public



2015 The foregoing instrument was acknowledged before me this 5 day of January, 2014, by (name) Gerald E. Kruger, (title) SVP of Great Western Bank, a bank chartered under the laws of the state of South Dakota, successor in interest to the loans of TierOne Bank, a federally chartered savings bank, by acquisition of assets from the FDIC as Receiver of TierOne Bank, which was closed by the Office of Thrift Supervision on June 4, 2010, on behalf of the bank.



Sarah J. Young
Notary Public
My commission expires May 22, 2020

Exhibit A

Lot 1, the Shoppes at Loreto, an Addition to the City of Omaha, Douglas County, Nebraska.

Formerly known as:

Lot 1, except that part deeded to the State of Nebraska, and all of Lots 2 and 3, Block 2, Maplevue, an Addition to the City of Omaha, in Douglas County, Nebraska.