



MISC 2011087784



OCT 17 2011 11:04 P 4

F *Misc 4/2*  
 FEE 21.00 FB MC-116595 *M*  
 B/KP \_\_\_\_\_ C/O \_\_\_\_\_ COMP dw  
 DEF \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 10/17/2011 11:04:24.01



2011087784

**FIRST AMENDMENT TO DEED OF TRUST**

THIS FIRST AMENDMENT TO DEED OF TRUST (this "First Amendment") is made this 30<sup>th</sup> day of September, 2011 (the "Effective Date") among GREAT WESTERN BANK, a bank chartered under the laws of the State of South Dakota ("Trustee", "Lender" and "Beneficiary"), and FANTASY'S, INC., a Nebraska corporation ("Trustor"), with respect to that certain Deed of Trust (as the same may be amended, restated, modified or supplemented from time to time, the "Deed of Trust") dated August 2, 2000, executed by Trustor to Trustee for the benefit of Beneficiary, which Deed of Trust was recorded August 9, 2000 at Mortgage Book 6132, Page 633 with the Douglas County, Nebraska Register of Deeds with respect to that certain real estate located in Douglas County, Nebraska, more particularly described in Exhibit A attached hereto and incorporated by reference herein.

**WITNESSETH:**

1. All terms used herein, unless specifically modified by this First Amendment, shall have the same meaning as ascribed to them in the Deed of Trust. Where the terms of this First Amendment may conflict with the terms of the Deed of Trust, this First Amendment shall control.

2. Beneficiary and Trustor hereby agree that this First Amendment is given in consideration of Beneficiary entering into that certain Forbearance Agreement and First Global Amendment (GWB Loans) dated on even date herewith among Trustor, Tranquility Realty, LLC, a Nebraska limited liability company, West Maple Fantasy's, LLC, a Nebraska limited liability company, and Beneficiary, and other good and valuable consideration, the receipt of which is hereby acknowledged.

3. Beneficiary and Trustor acknowledge and agree that the definition of the term "Indebtedness" in the Deed of Trust did and will continue to specifically include all indebtedness and obligations due pursuant to that certain Commercial Guaranty (the "Guaranty") dated December 19, 2000, executed by Trustor in favor of Beneficiary. Pursuant to the Guaranty, Trustor acknowledges and agrees it guaranteed and continues to guarantee the payment of all "Indebtedness" (as defined in the Guaranty) whether existing or incurred in the future that is due from West Maple Fantasy's, LLC, a Nebraska limited liability company, to Beneficiary and all such Indebtedness was and remains secured under the terms of the Deed of Trust.

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

5. This First Amendment shall be binding on the successors and assigns of the parties hereto.

After recording, return to:  
 Jason Benson  
 McGrath North Mullin & Kratz, PC LLO  
 1601 Dodge Street, Suite 3700  
 Omaha, NE 68102

593634

6. This First Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute but one and the same agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first written above.

GREAT WESTERN BANK

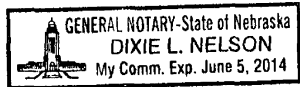
FANTASY'S, INC.

By: Michael Phelps  
Title: Vice President

By: [Signature]  
Title: President

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

The foregoing First Amendment to Deed of Trust was acknowledged before me on Oct 13, 2011, by Michael Phelps, Vice President of Great Western Bank, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said Great Western Bank.



[Signature]  
Notary Public

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

The foregoing First Amendment to Deed of Trust was acknowledged before me on Oct 12, 2011, by John T Spitzer, Pres. Deut of Fantasy's, Inc., and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said Fantasy's, Inc.

[Signature]  
Notary Public

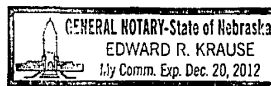


EXHIBIT A

LOTS 3 & 4, HILLSBOROUGH PLAZA, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA.