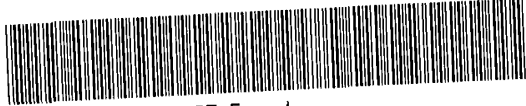




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 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
10/17/2011 11:05:01.42



2011087786

**FIRST AMENDMENT TO ASSIGNMENT OF RENTS**

THIS FIRST AMENDMENT TO ASSIGNMENT OF RENTS (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 ("Lender"), and FANTASY'S, INC., a Nebraska corporation ("Grantor"), with respect to that certain Assignment of Rents (as the same may be amended, restated, modified or supplemented from time to time, the "Assignment of Rents") dated August 2, 2000, executed by Grantor for the benefit of Lender, which Assignment of Rents was recorded August 9, 2000 at Misc. Book 1347, Page 360 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 Assignment of Rents. Where the terms of this First Amendment may conflict with the terms of the Assignment of Rents, this First Amendment shall control.

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

3. Lender and Grantor acknowledge and agree that the definition of the term "Indebtedness" in the Assignment of Rents 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 Grantor in favor of Lender. Pursuant to the Guaranty, Grantor 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 Lender and all such Indebtedness was and remains secured under the terms of the Assignment of Rents.

4. Except as specifically amended herein, the Assignment of Rents 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: *John Spitzer Fabry*  
Title: *President*

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing First Amendment to Assignment of Rents 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.



*Dixie L. Nelson*  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing First Amendment to Assignment of Rents was acknowledged before me on *Oct. 12*, 2011, by *John Spitzer*, *President* 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.

*Edward R. Krause*  
Notary Public



EXHIBIT A

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