



MISC 2015001530



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Fee amount: 22.00
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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
01/07/2015 16:46:08.00



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Return to: ARB, Walentine, O'Toole, McQuillan & Gordon, L.L.P., 11240 Davenport Street, P.O. Box 540125, Omaha, NE 68154-0125

MODIFICATION OF DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS MODIFICATION OF DEED OF TRUST AND ASSIGNMENT OF RENTS ("Modification") is made and entered into this 29th day of December, 2014, by and between Fantasy's, Inc., a Nebraska corporation ("Trustor" or "Grantor"), and Great Western Bank, a bank chartered under the laws of the state of South Dakota ("Trustee" or "Beneficiary" or "Lender").

WITNESSETH

WHEREAS, on or about August 2, 2000, Trustor executed and delivered unto Trustee and Beneficiary a Deed of Trust (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 August 9, 2000 at Book 6132, Page 633, and;

WHEREAS, on or about August 2, 2000, Grantor executed and delivered unto Lender, a Assignment of Rents (the "Assignment") upon the Real Property, which Assignment was recorded in the office of the Register of Deeds of Douglas County, Nebraska, on August 9, 2000 at Book 1347, Page 360, and;

WHEREAS, the Deed of Trust and Assignment were originally given to secure all obligations, debts and liabilities, whether then existing or thereafter arising, plus interest thereon, of West Maple Fantasy's, LLC, a Nebraska limited liability company, as Borrower, owing to Lender and;

WHEREAS, the parties desire to further amend the Deed of Trust and Assignment to provide that the Deed of Trust and Assignment shall secure payment of any and all indebtedness and performance of any and all obligations owing from any one or more of Fantasy's, Inc., a Nebraska corporation, Trustor, Grantor, Tranquility Realty, L.L.C., a Nebraska limited liability company, West Maple Fantasy's, LLC, a Nebraska limited liability company, or John T. Spaustat, an individual, to Lender, its successors and/or assigns, and;

WHEREAS, the parties desire to further amend the Deed of Trust and Assignment to define the term "Note" set forth therein to include, without limitation to any other indebtedness secured by the Deed of Trust and Assignment, 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 Realty, L.L.C. to Lender, together with that certain promissory note dated December 29, 2014 in the original principal amount of \$900,000.00 given by Fantasy's, Inc. and Tranquility Realty, L.L.C. 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 amended to define "Borrower" as any one or more of Fantasy's, Inc., a Nebraska corporation, Tranquility Realty, L.L.C., a Nebraska limited liability company, West Maple Fantasy's, LLC, a Nebraska limited liability company, or John T. Spaustat, an individual.

2. The definition of "Note" in the Deed of Trust is hereby amended in its entirety as follows:

"The word "Note" means (a) the promissory note dated December 29, 2014 in the original principal amount of \$20,082,659.17 from Fantasy's, Inc. and Tranquility Realty, L.L.C. to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement, and (b) the promissory note dated December 29, 2014 in the original principal amount of \$900,000.00 from Fantasy's, Inc. and Tranquility Realty, L.L.C. to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement."

3. The Assignment is hereby amended to define "Borrower" as any one or more of Fantasy's, Inc., a Nebraska corporation, Tranquility Realty, L.L.C., a Nebraska limited liability company, West Maple Fantasy's, LLC, a Nebraska limited liability company, or John T. Spaustat, an individual.

4. The definition of "Note" in the Assignment is hereby amended in its entirety as follows:

"The word "Note" means (a) the promissory note dated December 29, 2014 in the original principal amount of \$20,082,659.17 from Fantasy's, Inc. and Tranquility Realty, L.L.C. to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement, and (b) the promissory note dated December 29, 2014 in the original principal amount of \$900,000.00 from Fantasy's, Inc. and Tranquility Realty, L.L.C. to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement."

5. 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 TRUSTOR AND GRANTOR:

AS TRUSTEE, BENEFICIARY AND LENDER:

FANTASY'S, INC., a Nebraska corporation

GREAT WESTERN BANK, a bank chartered under the laws of the State of South Dakota

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

By: [Signature]
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 29th day of December, 2014, by John T. Spaustat, President of Fantasy's, Inc., a Nebraska corporation, on behalf of the company.



[Signature]
Notary Public

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

The foregoing instrument was acknowledged before me this 5th day of January, 2015 ~~December, 2014~~, by Gerald E. Kruger, Senior Vice President of Great Western Bank, a bank chartered under the laws of the state of South Dakota on behalf of the bank.



[Signature]
Notary Public
My Commission Expires May 20, 2020

Exhibit A

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