



MISC 2015001531



JAN 07 2015 16:46 P 3

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

THIS MODIFICATION OF DEED OF TRUST ("Modification") is made and entered into this 29th day of December, 2014, by and between Fantasy's, Inc., a Nebraska corporation ("Trustor") 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 May 15, 2005, 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, as Instrument No. 2007007547, and;

WHEREAS, the Deed of Trust was originally given to secure, among other obligations, the indebtedness of Trustor under a certain promissory note dated March 31, 2004, (the "Note"), in the original principal sum of \$500,000.00, including all renewals, extensions, modifications, refinancing and substitutions for the Note, and;

WHEREAS, pursuant to that certain Modification of Deed of Trust dated January 11, 2013 and recorded in the Office of the Register of Deeds of Douglas County, Nebraska on January 18, 2013, at Instrument No. 2013006351, the parties amended the Deed of Trust to provide that the Deed of Trust secures payment of any and all indebtedness and performance of any and all obligations owing from one or more of Fantasy's, Inc., a Nebraska corporation, Trustor, 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, owing to Lender, and to further provide that a default by Fantasy's, Inc., a Nebraska corporation, Trustor, 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 in payment of any indebtedness, or in performance of any obligation, owing from one or more of the foregoing parties to Lender, and;

WHEREAS, the parties desire to further amend the Deed of Trust to define the term "Note" set forth therein to include, without limitation to any other Indebtedness secured thereby, that certain promissory note dated December 29, 2014 in the original principal amount of \$20,082,659.17 given by Trustor 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 Trustor 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 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."

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

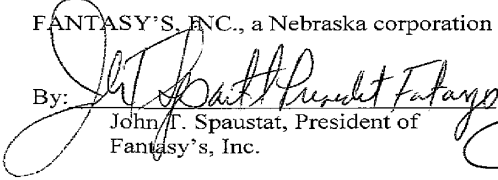
IN WITNESS WHEREOF, the parties have executed this Modification as of the day and date first written above.

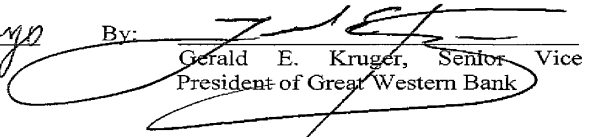
AS TRUSTOR:

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

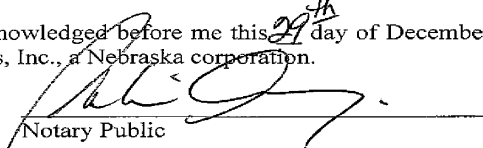
By: 
John T. Spaustat, President of Fantasy's, Inc.

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

STATE OF NEBRASKA)
) cc.
COUNTY OF DOUGLAS)

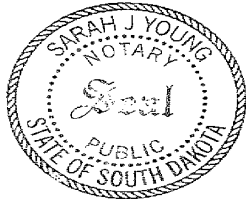
The foregoing instrument was acknowledged before me this 29th day of December, 2014, by John T. Spaustat, President of Fantasy's, Inc., a Nebraska corporation.




Notary Public

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

The foregoing instrument was acknowledged before me this 5th day of ~~December, 2014,~~ January, 2015 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.



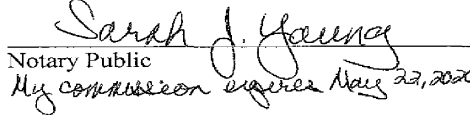

Notary Public
My commission expires May 22, 2020

Exhibit A

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