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Received - DIANE L. BATTIATO

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MODIFICATION OF ASSIGNMENT OF LEASES AND RENTS

THIS MODIFICATION OF ASSIGNMENT OF LEASES AND RENTS ("Modification") is made and entered into this /// day of January, 2013, by and between Fantasy's, Inc., a Nebraska corporation ("Borrower"), 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 September 28, 2006, Borrower executed and delivered unto Lender an Assignment of Leases and Rents (the "Assignment") 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 Assignment was recorded in the office of the Register of Deeds of Douglas County, Nebraska, as Instrument No. 2006114364, and;

WHEREAS, the Assignment was originally given to secure, among other obligations, payment of all indebtedness and performance of all obligations of Borrower to Lender, whether then owned or thereafter arising, which recite that they are secured by the Assignment, and;

WHEREAS, pursuant to various modifications and amendments of the Assignment, including that certain Forbearance Agreement and First Global Amendment (TOB Loans) dated September 30, 2011, as amended by that certain First Amendment to Forbearance Agreement and Second Global Amendment dated January //, 2013 (the "Forbearance Agreement"), the parties wish to amend the Assignment to reflect the parties' agreement as set forth in the Forbearance Agreement that the Assignment shall secure payment of any and all indebtedness and performance of any and all obligations owing from Borrower to Lender, its successors and/or assigns, including those arising under the Forbearance Agreement, and;

WHEREAS, the parties wish to further amend the Assignment to reflect the parties' agreement as set forth in the Forbearance Agreement that a default by Borrower in payment of any indebtedness, or in performance of any obligation, owing from Borrower to Lender, its successors and/or assigns, including those arising under the Forbearance Agreement, shall constitute a default under the Assignment;

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

- 1. Section 2(c) of the Assignment is hereby amended and shall provide as follows:
 - payment of any and all indebtedness and performance of any and all obligations now or hereafter owing from Borrower to Lender, under any agreement between Borrower and Lender, whether related or unrelated to the purpose of the Note, as the same may be amended extended, renewed or modified from time to time."

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2. Section 6(a) of the Assignment is hereby deleted in its entirety and in its place is inserted the following provision:

"(a) DEFINITION.

"Default" shall mean a default in the payment of any indebtedness or performance of any obligation owing from Borrower to Lender, its successors and/or assigns, under any agreement between Borrower and Lender, whether related or unrelated to the purpose of the Note, or a default by Borrower under any of the Leases, after giving effect to any applicable express curative provision(s)."

3. Except as specifically modified herein, the 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: Jy July
	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)
	STATE OF NEBRASKA) A GENERAL NOTARY-State of Nebrasks CC. ANN ROBINO
	COUNTY OF DOUGLAS) My Comm. Exp. June 21, 2015
	•
	The foregoing instrument was acknowledged before me this that day of January, 2013, by
	John T. Spaustat, President of Fantasy's, Inc., a Nebraska corporation, on behalf of the company.
	(m. Rolo
	Notary Public
	STATE OF South Datos)
	COUNTY OF Minerala) cc.
	The foregoing instrument was acknowledged before me this \(\frac{1}{2}\) day of January, 2013, by

The foregoing instrument was acknowledged before me this \(\frac{1}{2} \) day of January, 2013, by Gerald E. Kruger, Senior Vice President 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.

Notary Public

Exhibit A

The land referred to is situated in the State of Nebraska, County of Douglas and is described as follows:

Lot 6, Southwestern Plaza, a Subdivision in Douglas County, Nebraska.