



MISC 2013009976



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Received - DIANE L. BATTIATO
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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 ASSIGNMENT OF LEASES AND RENTS

THIS MODIFICATION OF ASSIGNMENT OF LEASES AND RENTS ("Modification") is made and entered into this 11th 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 11, 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:

"(c) 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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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.