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RECORDER'S COVER PAGE

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-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----
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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 11th day of January, 2013, by and between Tranquility Realty, LLC, a Nebraska limited liability company ("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 12, 2004, Trustor executed and delivered unto Trustee and Beneficiary a Construction 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. 2004113166, and;

WHEREAS, on or about August 12, 2004, Grantor executed and delivered unto Lender an 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, as Instrument No. 2004113167, and;

WHEREAS, the Deed of Trust and Assignment were originally given to secure, among other obligations, the indebtedness of Trustor and Grantor under a certain promissory note dated August 12, 2004, (the "Note"), in the original principal sum of \$2,072,000.00, including all renewals, extensions, modifications, refinancing and substitutions for the Note, and;

WHEREAS, pursuant to various modifications and amendments of the Note, including that certain Forbearance Agreement and First Global Amendment (GWB Loans) dated September 30, 2011, as amended by that certain First Amendment to Forbearance Agreement and Second Global Amendment dated January 11th, 2013 (the "Forbearance Agreement"), the parties wish to amend the Deed of Trust and Assignment to reflect the parties' agreement as set forth in the Forbearance Agreement that the Deed of Trust and Assignment shall secure payment of any and all indebtedness and performance of any and all obligations owing from one or more of Tranquility Realty, LLC, a Nebraska limited liability company, Trustor, Grantor, Fantasy's, Inc., a Nebraska corporation, West Maple Fantasy's, LLC, a Nebraska limited liability company, or John T. Spaustat, an individual, to Lender, its successors and/or assigns, including those arising under the Forbearance Agreement, and;

WHEREAS, the parties wish to further amend the Deed of Trust and Assignment to reflect the parties' agreement as set forth in the Forbearance Agreement that a default in payment of any indebtedness or in performance of any obligation owing from one or more of Tranquility Realty, LLC, a Nebraska limited liability company, Trustor, Grantor, Fantasy's, Inc., a Nebraska corporation, West Maple Fantasy's, LLC, a Nebraska limited liability company, or John T. Spaustat, an individual, to Great Western Bank, its successors and/or assigns, including those arising under the Forbearance Agreement, shall constitute a default under the Deed of Trust and Assignment;

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

1. The Maximum Lien provision of the Deed of Trust is hereby deleted in its entirety.

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

3. The Cross-Collateralization provision of the Deed of Trust is hereby deleted and in its place the following provision is inserted:

Cross-Collateralization: In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

4. The following paragraph is hereby added under the EVENTS OF DEFAULT section of the Deed of Trust:

Borrower Default: Borrower fails to comply with or to perform any term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

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

6. The Cross-Collateralization provision of the Assignment is hereby deleted and in its place the following provision is inserted:

Cross-Collateralization: In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

7. The following paragraph is hereby added under the EVENTS OF DEFAULT section of the Assignment:

Borrower Default: Borrower fails to comply with or to perform any term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

8. 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:

TRANQUILITY REALTY LLC, a Nebraska limited liability company

By: [Signature]
John T. Spaustat, Manager of Tranquility Realty, LLC.

AS TRUSTEE, BENEFICIARY AND LENDER:

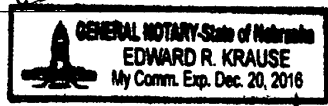
GREAT WESTERN BANK, a bank chartered under the laws of the State of South Dakota

By: [Signature]
Name: Betty L. Kampschnieder
Title: Administration Officer

STATE OF NEBRASKA)
SARPY) cc.
COUNTY OF ~~DOUGLAS~~)

The foregoing instrument was acknowledged before me this 8th day of February, 2013, by John T. Spaustat, Manager of Tranquility Realty, LLC, a Nebraska limited liability company, on behalf of the company.

[Signature]
Notary Public



STATE OF Nebraska)
COUNTY OF Sarpy) cc.
Douglas)

The foregoing instrument was acknowledged before me this 11th day of February, 2013, by (name) Betty L. Kampschnieder (title) Administration Officer of Great Western Bank, a bank chartered under the laws of the state of South Dakota, on behalf of the bank.

[Signature]
Notary Public

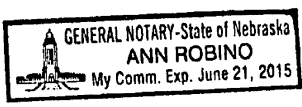


Exhibit A

Lot 1, Whispering Ridge Replat Three, an Addition to the City of Omaha, Douglas County, Nebraska

Formerly known as:

Lot 1 and the West 10 feet of Lot 2, in WHISPERING RIDGE REPLAT TWO, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Together with easement rights appurtenant thereto as established by ECR Declaration dated December 8, 2003 and recorded December 19, 2003, as Instrument No. 2003245123 of the Records of Douglas County, Nebraska.