



Fee amount: 22.00 FB: 0C-43919 COMP: MB

Received - DIANE L. BATTIATO

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----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 Tranquility Realty, L.L.C., 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, on August 25, 2004 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, on August 25, 2004 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 that certain Modification of Deed of Trust and Assignment of Rents dated January 11, 2013 and recorded in the Office of the Register of Deeds of Douglas County, Nebraska on February 27, 2014 at Instrument No. 2013019602, the parties amended the Deed of Trust and Assignment to provide that the Deed of Trust and Assignment secure payment of any and all indebtedness and performance of any and all obligations owing from one or more of Tranquility Realty, L.L.C., 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 to further provide that a default in payment of any indebtedness or in performance of any obligation owing from one or more of Tranquility Realty, L.L.C., 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, constitutes a default under the Deed of Trust and Assignment, 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 thereby, 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 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. 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."

3. 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.

LENDER:
GREAT WESTERN BANK, a bank chartered under the laws of the State of South Dakota
By:
President of Great Western Bank
ath-
ged before me this H day of December, 2014, Realty, L.L., a Nebraska limited liability
ury Public  A GENERAL NOTARY - State of Nebraska
MELINA ARROYO My Comm Exp. April 12, 2016
ged before me this 5th day of December 2014, title) Senior Vice Hesident of Great of the state of South Dakota, on behalf of the A. Holling ry Public Communication was also with the state of the way and the state of the state of South Dakota, on behalf of the state of South Dakota, on behalf of the state of South Dakota, on behalf of the state of South Dakota, and the state of South Dakota, and the state of South Dakota, and the state of South Dakota, on behalf of the state of Sout

## 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.