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SUBMITTED VALENTINE O'TOOLE MCQUILLAN

FILED SARPY CO. NE.
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Sheryl J. Doubling
REGISTER OF DEEDS


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Return to: ARB, Valentine, 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 LEASES AND RENTS

THIS MODIFICATION OF DEED OF TRUST AND ASSIGNMENT OF LEASES AND RENTS ("Modification") is made and entered into this 29th day of December, 2014, by and between Fantasy's, Inc., a Nebraska corporation ("Fantasy's"), 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, Fantasy's executed and delivered unto Lender a Deed of Trust and Security Agreement (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 Sarpy County, Nebraska on October 4, 2006 as Instrument No. 2006-34377, and;

WHEREAS, on or about September 28, 2006, Fantasy's executed and delivered unto Lender an Assignment of Leases and Rents (the "Assignment") upon the Real Property, which Assignment was recorded in the office of the Register of Deeds of Sarpy County, Nebraska, on October 4, 2006 as Instrument No. 2006-34378, and;

WHEREAS, the Deed of Trust and Assignment were originally given to secure, among other obligations, payment of all indebtedness and performance of all obligations of Fantasy's to Lender, whether then owned or thereafter arising, which recite that they are secured by the Deed of Trust or Assignment, as applicable, and;

WHEREAS, the parties desire to amend the Deed of Trust and Assignment to provide that the Deed of Trust and Assignment secure any and all obligations of any one or more of Fantasy's or Tranquility Realty, L.L.C., a Nebraska limited liability company ("Tranquility") to Lender, including but not limited to 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 to Lender, together with that certain promissory note dated December 29, 2014 in the original principal amount of \$900,000.00 given Fantasy's and Tranquility 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 Deed of Trust is hereby modified in part to provide that it shall secure any and all indebtedness owed to Lender from any one or more of Fantasy's or Tranquility, including, without limitation, (a) that certain promissory note dated December 29, 2014 in the original principal amount of \$20,082,659.17 given by Fantasy's and Tranquility to Lender, including all renewals, extensions, modifications, refinancing and substitutions thereof, together with (b) that certain promissory note dated December 29, 2014 in the original principal amount

of \$900,000.00 given by Fantasy's and Tranquility to Lender, including all renewals, extensions, modifications, refinancing and substitutions thereof.

2. The Deed of Trust is further modified in part to remove any references contained therein to a maturity date of the Deed of Trust or any promissory note secured thereby.

3. Section 36(b) of the Deed of Trust is hereby deleted.

4. The Assignment is hereby modified in part to provide that it shall secure any and all indebtedness owed to Lender from any one or more of Fantasy's or Tranquility, including, without limitation, (a) that certain promissory note dated December 29, 2014 in the original principal amount of \$20,082,659.17 given by Fantasy's and Tranquility to Lender, including all renewals, extensions, modifications, refinancing and substitutions thereof, together with (b) that certain promissory note dated December 29, 2014 in the original principal amount of \$900,000.00 given Fantasy's and Tranquility to Lender, including all renewals, extensions, modifications, refinancing and substitutions thereof.

5. 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 BORROWER:

FANTASY'S, INC., a Nebraska corporation

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: [Signature]
John T. Spaustat, President of
Fantasy's, Inc.

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

STATE OF NEBRASKA)
) cc.
COUNTY OF DOUGLAS)

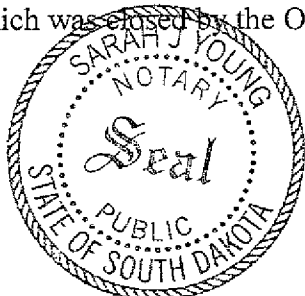
The foregoing instrument was acknowledged before me this 29th day of December, 2014, by John T. Spaustat, President of Fantasy's, Inc., a Nebraska corporation, on behalf of the company.

[Signature]
Notary Public

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



The foregoing instrument was acknowledged before me this 5 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, 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.



[Signature]
Notary Public
My commission expires May 22, 2016

Exhibit A

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

Lot 1, Millard Park Replat 4, a Subdivision in Sarpy County, Nebraska