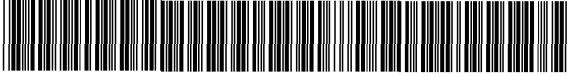




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JAN 07 2015 16:46 P 3

Fee amount: 22.00
FB: 66-32944
COMP: MB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
01/07/2015 16:46:08.00



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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 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 November 15, 2005, 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. 2005160629, and;

WHEREAS, on or about November 15, 2005, 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. 2005160630, 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 November 15, 2005, (the "Note"), in the original principal sum of \$540,000.00, including all renewals, extensions, modifications, refinancing and substitutions for the Note, and;

WHEREAS, pursuant 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 January 18, 2013 at Instrument No. 2013006346, the parties modified 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 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, 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 Lender, its successors and/or assigns, shall constitute a default under the Deed of Trust and Assignment;

WHEREAS, the parties desire to further amend the Deed of Trust and Assignment to define the term "Note" set forth therein to mean, 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.

AS TRUSTOR AND GRANTOR:

AS TRUSTEE, BENEFICIARY AND LENDER:

TRANQUILITY REALTY, L.L.C.,
a Nebraska limited liability company

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

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

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, Manager of Tranquility Realty, L.L.C., a Nebraska limited liability company, on behalf of the company.

[Signature]
Notary Public

STATE OF SOUTH DAKOTA)
) cc.
COUNTY OF Minnakaha)



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, on behalf of the bank.

[Signature]
Notary Public
My commission expires May 22, 2020

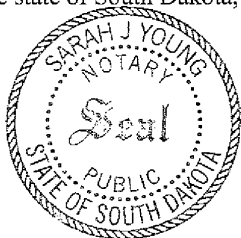


Exhibit A

Tract A: 66-32944

LOT 2, IN RIDGEVIEW REPLAT 4, AN ADDITION TO THE CITY OF OMAHA, IN DOUGLAS COUNTY, NEBRASKA.

Tract B: 66-32931

LOT 11, IN RIDGEVIEW, AN ADDITION TO THE CITY OF OMAHA, IN DOUGLAS COUNTY, NEBRASKA