



MISC 2008110680



NOV 17 2008 11:17 P 4

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misc 2700 01-60000

FEE 22 FB see attached

BKP 34-167270 COMP A

DEL _____ SCAN _____ FV _____

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When recorded return to:
 TierOne Bank
 Attn: Commercial Loan Operations/Jessie Yant
 1235 "N" Street
 Lincoln, NE 68508

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 11/17/2008 11:17:05.65

 2008110680

SECOND LOAN MODIFICATION AGREEMENT

Loan No. 0144007753

THIS AGREEMENT, made and entered into this 7th day of November, 2008, by and between Fantasy's, Inc., a Nebraska corporation (collectively "Borrower") and TierOne Bank, a federal savings bank ("Lender").

WHEREAS, Borrower is indebted to Lender upon that certain Commercial Line of Credit Agreement and Note dated May 2, 2008 (herein "Note") in favor of Lender in the original principal amount of Four Hundred Thousand and No/100 Dollars (\$400,000.00) and is secured, among other things, by that Commercial Security Agreement of Borrower dated May 2, 2008 ("Commercial Security Agreement") and by that Real Estate Deed of Trust with Future Advance Clause/Deed of Trust which was recorded February 2, 2007, as Instrument Number 2007013306, in the Recorder's Office of Douglas County, Nebraska (as to Parcel A), and by that Real Estate Deed of Trust with Future Advance Clause/Deed of Trust which was recorded on February 2, 2007, as Instrument Number ~~200713314~~, in the Recorder's Office of Douglas County, Nebraska (as to Parcel B), and by that Real Estate Deed of Trust with Future Advance Clause/Deed of Trust which was recorded February 2, 2007, as Instrument Number 2007013305, in the Recorder's Office of Douglas County, Nebraska (as to Parcel C), and by that Real Estate Deed of Trust with Future Advance Clause/Deed of Trust which was recorded on February 2, 2007, as Instrument Number 2007-03377, in the Recorder's Office of Sarpy County, Nebraska (as to Parcel D), and by that Real Estate Deed of Trust with Future Advance Clause/Deed of Trust which was recorded on February 2, 2007, as Instrument Number 2007-03378, in the Recorder's Office of Sarpy County, Nebraska (as to Parcel E) (collectively, the "Deeds of Trust") encumbering the real property described as follows (the "Property"):

* *2007013314*
so (See Exhibit "A" attached hereto and incorporated herein)

WHEREAS, the Note, Security Agreement, the Deeds of Trust, and all other documents executed in connection with the foregoing loan are collectively referred to herein as the "Existing Loan Documents".

WHEREAS, Borrower and Lender have agreed to modify certain terms of the Existing Loan Documents, as set forth below.

AGREEMENT

For good and valuable consideration, Borrower and Lender do hereby agree as follows:

1. For informational purposes, it is agreed the unpaid principal balance of the Note is \$392,485.51 and the accrued interest is \$1,875.31 as of November 7, 2008.
2. Borrower shall execute that certain replacement Commercial Line of Credit Agreement and Note dated November 7, 2008 in the amount of \$675,000.00 (herein "Replacement Note"), which is a refinancing of and substitution for the Note dated May 2, 2008, and all other documents as required by Lender.
3. The Deeds of Trust are hereby modified as follows:
 - a. The total principal amount of the Secured Debt (as defined in this Deed of Trust) Secured by this Deed of Trust at any one time shall not exceed \$675,000.00.
4. All of the terms and provisions of the Replacement Note, Commercial Security Agreement, the Deeds of Trust and Existing Loan Documents evidencing or securing the foregoing indebtedness, as modified herein, are hereby ratified and shall remain in full force and effect. By execution hereof, Borrower and Lender concur with all provisions contained in this Agreement.

35 797435

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A CREDIT AGREEMENT MUST BE IN WRITING TO BE ENFORCEABLE UNDER NEBRASKA LAW. TO PROTECT YOU AND US FROM ANY MISUNDERSTANDINGS OR DISAPPOINTMENTS, ANY CONTRACT, PROMISE, UNDERTAKING, OR OFFER TO FOREBEAR REPAYMENT OF MONEY OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION IN CONNECTION WITH THIS LOAN OF MONEY OR GRANT OR EXTENSION OF CREDIT, OR ANY AMENDMENT OF, CANCELLATION OF, WAIVER OF, OR SUBSTITUTION FOR ANY OR ALL OF THE TERMS OR PROVISIONS OF ANY INSTRUMENT OR DOCUMENT EXECUTED IN CONNECTION WITH THIS LOAN OF MONEY OR GRANT OR EXTENSION OF CREDIT, MUST BE IN WRITING TO BE EFFECTIVE.

Borrower:

Fantasy's, Inc., a Nebraska corporation

By: *John T. Spaustat*
John T. Spaustat, President

Lender:

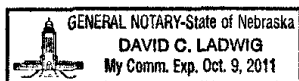
TierOne Bank

By: *David C. Ladwig*
David Ladwig, Commercial Relationships Manager II

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 7th day of November, 2008, before me, the undersigned, a Notary Public in and for said County, personally came John T. Spaustat, President of Fantasy's, Inc., a Nebraska corporation, to me personally known to be the identical person whose name is affixed to the above Agreement, and acknowledged the execution thereof to be his voluntary act and deed on behalf of the corporation.

Witness my hand and official seal.

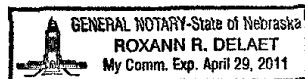


David C. Ladwig
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 7th day of November, 2008, before me, the undersigned, a Notary Public in and for said County, personally came David Ladwig, Commercial Relationships Manager II of TierOne Bank, a federal savings bank, to me personally known to be the identical person whose name is affixed to the above Agreement, and acknowledged the execution thereof to be his voluntary act and deed on behalf of the Bank.

Witness my hand and official seal.

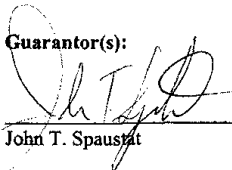


Roxann R. DeLaet
Notary Public

ACKNOWLEDGEMENT, CONSENT AND WAIVER OF GUARANTOR(S)

The undersigned hereby acknowledge receipt of a copy of the foregoing Loan Modification Agreement, and consent to all terms and provisions set forth therein. Further, the undersigned reaffirm the terms and conditions of their respective Guaranty agreement(s) dated May 2, 2008 and agree to be bound thereby as to the indebtedness evidenced by the Replacement Note or arising under the Existing Loan Documents and the undersigned waive and release any and all claims and defenses which the undersigned might otherwise have as to their liability thereunder arising by reason of this Loan Modification Agreement or any act or omission occurring prior to the date hereof.

Guarantor(s):

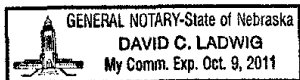


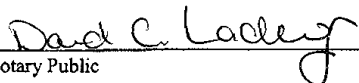
John T. Spaustat

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 7th day of November, 2008, by John T. Spaustat.

Witness my hand and official seal.





Notary Public

Exhibit "A"

34-16-12
SESW

Parcel A:

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE 6TH P.M.; THENCE NORTH 250 FEET; THENCE WEST 250 FEET; THENCE SOUTH 250 FEET; THENCE EAST 250 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART USED FOR ROAD PURPOSES

Parcel B:

69-38914

ALL OF LOT 10 AND PART OF LOT 9, TRANQUILITY PLACE REPLAT, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 10, TRANQUILITY PLACE REPLAT; THENCE S00°10'47"E (ASSUMED BEARING) ALONG THE WESTERLY RIGHT OF WAY LINE OF 120TH STREET, A DISTANCE OF 51.73 FEET; THENCE S09°10'00"W ALONG SAID WESTERLY RIGHT OF WAY LINE OF 120TH STREET, A DISTANCE OF 30.91 FEET; THENCE S01°43'39"W ALONG SAID WESTERLY RIGHT OF WAY LINE OF 120TH STREET, A DISTANCE OF 101.01 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF 120TH STREET AND THE NORTHERLY RIGHT OF WAY LINE OF EMMET STREET, ON A CURVE TO THE RIGHT WITH A RADIUS OF 27.00 FEET, A DISTANCE OF 41.03 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S45°15'59"W, A DISTANCE OF 37.20 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF EMMET STREET, ON A CURVE TO THE LEFT WITH A RADIUS OF 300.00 FEET, A DISTANCE OF 170.09 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S72°33'48"W, A DISTANCE OF 167.82 FEET; THENCE S56°19'15"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF EMMET STREET, A DISTANCE OF 7.01 FEET; THENCE N00°10'47"W, A DISTANCE OF 262.94 FEET; THENCE N89°49'13"E ALONG THE NORTH LINE OF SAID LOT 10, TRANQUILITY PLACE REPLAT AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 201.00 FEET TO THE POINT OF BEGINNING.

Parcel C:

M1-36662

LOT 6, SOUTHWESTERN PLAZA, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

Parcel D:

LOT 1, MILLARD PARK REPLAT 4, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

Parcel E:

LOT 1, THUNDERBIRD PLAZA, AN ADDITION TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.