



MISC 2013009977



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Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 1/30/2013 14:45:15.54  
  
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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 ASSIGNMENT OF LEASES AND RENTS**

THIS MODIFICATION OF ASSIGNMENT OF LEASES AND RENTS ("Modification") is made and entered into this 11<sup>th</sup> day of January, 2013, by and between Fantasy's, Inc., a Nebraska corporation ("Borrower"), 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, Borrower, executed and delivered unto Lender an Assignment of Leases and Rents (the "Assignment") 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 Assignment was recorded in the office of the Register of Deeds of Douglas County, Nebraska, as Instrument No. 2006-114360, and;

WHEREAS, the Assignment was originally given to secure, among other obligations, payment of all indebtedness and performance of all obligations of Borrower to Lender, whether then owned or thereafter arising, which recite that they are secured by the Assignment, and;

WHEREAS, pursuant to various modifications and amendments of the Assignment, including that certain Forbearance Agreement and First Global Amendment (TOB Loans) dated September 30, 2011, as amended by that certain First Amendment to Forbearance Agreement and Second Global Amendment dated January 11<sup>th</sup> 2013 (the "Forbearance Agreement"), the parties wish to amend the Assignment to reflect the parties' agreement as set forth in the Forbearance Agreement that the Assignment shall secure payment of any and all indebtedness and performance of any and all obligations owing from Borrower to Lender, its successors and/or assigns, including those arising under the Forbearance Agreement, and;

WHEREAS, the parties wish to further amend the Assignment to reflect the parties' agreement as set forth in the Forbearance Agreement that a default by Borrower in payment of any indebtedness, or in performance of any obligation, owing from Borrower to Lender, its successors and/or assigns, including those arising under the Forbearance Agreement, shall constitute a default under the Assignment;

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

1. Section 2(c) of the Assignment is hereby amended and shall provide as follows:

"(d) payment of any and all indebtedness and performance of any and all obligations now or hereafter owing from Borrower to Lender, under any agreement between Borrower and Lender, whether related or unrelated to the purpose of the Note, as the same may be amended, extended, renewed or modified from time to time."

✓ 1,02262 <sup>1</sup> ← 102117

2. Section 6(a) of the Assignment is hereby deleted in its entirety and in its place is inserted the following provision:

“(a) **DEFINITION.**

“Default” shall mean a default in the payment of any indebtedness or performance of any obligation owing from Borrower to Lender, its successors and/or assigns, under any agreement between Borrower and Lender, whether related or unrelated to the purpose of the Note, or a default by Borrower under any of the Leases, after giving effect to any applicable express curative provision(s).”

3. Except as specifically modified herein, the 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:**

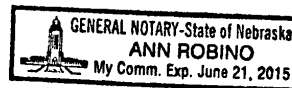
Fantasy's, Inc., a Nebraska corporation  
By: [Signature]  
John T. Spaustat, President of  
Fantasy's, Inc.

**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]  
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 1<sup>th</sup> day of January, 2013, 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 14 day of January, 2013, 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

Exhibit A

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

Part of the Southeast Quarter of the Southwest Quarter of Section 34, Township 16 North, Range 12 East of the 6<sup>th</sup> 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 6<sup>th</sup> 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.