

UNOFFICIAL COPY 08111895

3797/0004 03 001 Page 1 of 9
1998-12-08 10:34:02
Cook County Recorder 37.00



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Archibald Candy Corporation
as Mortgagor

TO

The Bank of New York,
as Mortgagee

FIRST AMENDMENT TO
MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND
RENTS, FIXTURE FILING AND FINANCING STATEMENT

Dated: As of December 7, 1998

Location: Chicago, Illinois

Permanent Real Estate
Index Number(s) : See Schedule A-1 Attached

This document prepared by and after recording should be returned to:

Skadden, Arps, Slate, Meagher & Flom (Illinois)
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
Attention: Matt Hartley

THIS MORTGAGE SECURES FUTURE ADVANCES AND FUTURE
OBLIGATIONS AT ANY TIME OUTSTANDING UP TO A MAXIMUM
PRINCIPAL AMOUNT OF \$130,000,000

BOX 333-CTI

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND FINANCING STATEMENT (the "First Amendment"), is made as of December 7, 1998, between ARCHIBALD CANDY CORPORATION, ("Mortgagor"), and THE BANK OF NEW YORK, as trustee for the benefit of the holders of the Original Notes as (hereinafter defined) and the Additional Notes (as hereinafter defined) ("Mortgagee").

RECITALS

1. WHEREAS, the Mortgagor entered into and delivered a certain Mortgage, Security Agreement, Assignment of Leases and Rents, Fixture Filing and Financing Statement (the "Mortgage") dated July 2, 1997 for the benefit of the Mortgagee as trustee for the benefit of the holders of the Original Notes, which Mortgage was recorded at the Cook County Recorder of Deeds on July 3, 1997 as Document No. 97482235, encumbering that certain real property described on Schedule A attached hereto;

2. WHEREAS, the Mortgage was given to the Mortgagee to, among other things, secure to the Mortgagee the repayment of certain sums together with interest thereon, pursuant to the terms of that certain Indenture dated July 2, 1997 (the "Indenture") and the performance by the Mortgagor of certain covenants and agreements contained in the Mortgage and other Loan Documents (as defined in the Mortgage);

3. WHEREAS, the Mortgagor, the Mortgagee and the Guarantors (as defined in the Indenture) have entered into a certain Supplemental Indenture of even date herewith (the "Supplemental Indenture") pursuant to which certain terms and provisions of the Indenture have been amended, modified or deleted as more particularly described therein; and

4. WHEREAS, the Mortgagor and Mortgagee desire to amend the Mortgage in certain respects.

NOW THEREFORE, in consideration of the execution and delivery of the Supplemental Indenture, the sum of Ten and 00/100 Dollars (\$10.00) in hand paid by the Mortgagee to the Mortgagor and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor and Mortgagee hereby agree as follows:

1. The first recital to the Mortgage is hereby deleted in its entirety and replaced with the following:

"WHEREAS, the Mortgagor and Mortgagee have entered into that certain Indenture dated July 2, 1997 (the "Original Indenture") and as amended by that Supplemental Indenture dated December 7, 1998 (the "Supplemental Indenture," and collectively with the

Original Indenture, as amended, restated and supplemented or otherwise modified from time to time, the "Indenture") pursuant to which, among other things, the Mortgagor has issued 10 1/4% Senior Secured Notes due July 1, 2004 (the "Original Notes") and certain additional 10 1/4% Senior Secure Notes due July 1, 2004 (the "Additional Notes," and collectively with the Original Notes, the "Notes.").

2. Maximum Principal Amount. The Mortgage, as amended in this First Amendment, secures future advances and future obligations at any time outstanding up to a maximum principal amount of \$130,000,000.

3. Except as amended herein, all terms, provisions and conditions of the Mortgage, all Exhibits and Schedules thereto and all documents executed in connection therewith shall remain unmodified and in full force and effect and shall remain enforceable and binding in accordance with these terms. Mortgagor hereby ratifies and confirms each and every term and provision thereof as amended by this Amendment.

4. In the event of a conflict between the terms and conditions of the Mortgage Agreement and the terms and conditions of this Amendment, then the terms and conditions of this Amendment shall prevail.

5. This First Amendment may be executed in any number of identical counterparts, each of which shall for all purposes be deemed an original and all of which constitute, collectively, one agreement.

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SCHEDULE A

PARCEL 1:

LOTS 17 TO 26 INCLUSIVE IN WRIGHTS SUBDIVISION OF THE WEST 1/2 OF BLOCK 24 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 2:

THAT PART OF VACATED GARDEN STREET LYING SOUTH OF AND ADJOINING LOTS 17 TO 21 INCLUSIVE AND NORTH OF AND ADJOINING LOTS 22 TO 26 INCLUSIVE IN WRIGHTS SUBDIVISION OF THE WEST 1/2 OF BLOCK 24 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 3:

LOTS 7 TO 26 INCLUSIVE IN THE SUBDIVISION OF THE EAST 1/2 OF BLOCK 24 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 4:

THAT PART OF VACATED GARDEN STREET LYING SOUTH OF AND ADJOINING LOTS 17 TO 21 INCLUSIVE AND NORTH OF AND ADJOINING LOTS 22 TO 26 INCLUSIVE IN SUBDIVISION OF THE EAST 1/2 OF BLOCK 24 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 5

ALL OF THE HERETOFORE VACATED NORTH-SOUTH 20 FOOT ALLEY LYING WEST OF THE WEST LINE OF LOTS 1 TO 16, BOTH INCLUSIVE, LYING EAST OF THE EAST LINE OF LOTS 17 AND 22, LYING EAST OF THE EAST LINE OF THE 40 FOOT PUBLIC ALLEY VACATED BY DOCUMENT NUMBER 20386525, BEING A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 17 TO THE

NORTHEAST CORNER OF LOT 22, LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 1 TO THE NORTHEAST CORNER OF LOT 17, AND LYING NORTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 16 TO THE SOUTHEAST CORNER OF LOT 22 ALL IN SUBDIVISION OF THE WEST 1/2 OF BLOCK 24 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Chicago, Illinois:

1123 West Jackson Boulevard
1129 West Jackson Boulevard
1137 West Jackson Boulevard
1128-42 West Jackson Boulevard

PN Numbers:

17-17-223-010-0000	17-17-223-019-0000
17-17-223-011-0000	17-17-223-020-0000
17-17-223-012-0000	17-17-223-021-0000
17-17-223-013-0000	17-17-223-022-0000
17-17-223-014-0000	17-17-223-023-0000
17-17-223-015-0000	17-17-223-024-0000
17-17-223-016-0000	17-17-223-025-0000
17-17-223-017-0000	17-17-223-026-0000
17-17-223-018-0000	

Schedule A-1

Permanent Index Numbers

17-17-223-010-0000	(1 of 17)
17-17-223-011-0000	(2 of 17)
17-17-223-012-0000	(3 of 17)
17-17-223-013-0000	(4 of 17)
17-17-223-014-0000	(5 of 17)
17-17-223-015-0000	(6 of 17)
17-17-223-016-0000	(7 of 17)
17-17-223-017-0000	(8 of 17)
17-17-223-018-0000	(9 of 17)
17-17-223-019-0000	(10 of 17)
17-17-223-020-0000	(11 of 17)
17-17-223-021-0000	(12 of 17)
17-17-223-022-0000	(13 of 17)
17-17-223-023-0000	(14 of 17)
17-17-223-024-0000	(15 of 17)
17-17-223-025-0000	(16 of 17)
17-17-223-026-0000	(17 of 17)

Probate Cook County Clerk's Office

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this instrument to be duly executed as of the day and year first above written.

ARCHIBALD CANDY CORPORATION

By: Tom Snytko
Its: President and Chief Operating Officer

Attest:

Deborah A. Anselmi
Its: Vice President - Finance and Accounting

BANK OF NEW YORK, as Trustee,

By: _____
Its: _____

Attest:

Its: _____

Property of Cook County Clerk's Office

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NOTARIAL ACKNOWLEDGEMENTS

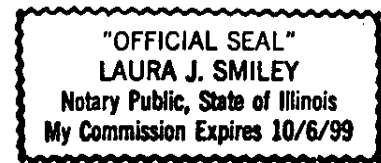
STATE OF ILLINOIS)

COUNTY OF COOK)

I, Laura J. Smiley, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY, that Ted Shepherd and Donna M. Snopce, the President and Vice President/Finance respectively of Archibald Candy Corporation, an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Vice President/Finance appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as of the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of December, 1998.

Laura J. Smiley
Notary Public



THIS INSTRUMENT WAS PREPARED AND RECORDED COUNTERPARTS SHOULD BE RETURNED TO: MATT HARTLEY, SKADDEN, ARPS, SLATE, MEAGHER, & FLOM (ILLINOIS), 333 WEST WACKER DRIVE, 21ST FLOOR, CHICAGO, ILLINOIS 60606

Clerk's Office

UNOFFICIAL COPY

08111895

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this instrument to be duly executed as of the day and year first above written.

ARCHIBALD CANDY CORPORATION

By: _____
Its: _____

Attest:

Its: _____

BANK OF NEW YORK, as Trustee,

By: _____
Its: _____

MARY LA GUMINA
ASSISTANT VICE PRESIDENT

Attest:

Its: ASSISTANT VICE PRESIDENT.

Property of Cook County Clerk's Office

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NOTARIAL ACKNOWLEDGEMENTS

STATE OF NEW YORK)

COUNTY OF NEW YORK)

I, ROBERT SCHNECK, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY, that Mary Kagan and Remo Reale the Asst. Vice President and Asst. Vice President respectively of Bank of New York, a New York banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President and Asst. Vice President appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as of the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of DECEMBER, 1998.

Robert Schneck
Notary Public

ROBERT SCHNECK
Notary Public, State of New York
No. 4746935
Qualified in Nassau County
Certificate filed in New York County
Commission Expires May 31, 1999

THIS INSTRUMENT WAS PREPARED AND RECORDED COUNTERPARTS SHOULD BE RETURNED TO: MATT HARTLEY, SKADDEN, ARPS, SLATE, MEAGHER & FLOM (ILLINOIS), 333 WEST WACKER DRIVE, 21ST FLOOR, CHICAGO, ILLINOIS 60606