

# UNOFFICIAL COPY

Shop 103

COOK COUNTY, ILLINOIS  
PUBLIC RECORDS

1992 SEP 22 PM 1:22

92702275

[ILLINOIS]

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

92702275

This AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, FIXTURE FILING AND FINANCING STATEMENT ("Amendment") is made as of this 14<sup>th</sup> day of September, 1992, by ARCHIBALD CANDY CORPORATION, a corporation organized and existing under the laws of the State of Illinois, having a principal office address at 1137 West Jackson Boulevard, Chicago, Illinois, and its successors and assigns ("Mortgagor"), in favor of WILMINGTON TRUST COMPANY, a Delaware banking corporation and WILLIAM J. WADE, each having a principal office address at Rodney Square North, Wilmington, Delaware 19890 Attention: Corporate Trust Administration, not personally, but solely as security trustees (together with their respective successors and assigns "Mortgagee").

**RECITALS**

A. Pursuant to that certain Note Purchase Agreement dated as of October 30, 1991, Jackson National Life Insurance Company purchased an aggregate of Thirty Million Dollars (\$30,000,000) original principal amount of 10.25% Senior Secured Notes of Mortgagor (the "Notes").

B. Pursuant to that certain Credit Agreement dated as of October 30, 1991, among Mortgagor, the Lenders named therein and The First National Bank of Chicago, as agent. The First National Bank of Chicago ("FNBC") agreed to make available to Mortgagor loans in an aggregate principal amount of up to Ten Million Dollars (\$10,000,000) at any one time outstanding (the "Existing Bank Facility").

C. The Notes and the Existing Bank Facility are secured by, among other things, a mortgage executed by Mortgagor for the benefit of Mortgagee on the property described on Exhibit A attached hereto and made a part hereof (the "Mortgage").

D. In order to finance the transactions contemplated in that certain Agreement for Acquisition of Certain Assets dated July 31, 1992 by and between Mortgagor and Fanny Farmer Candy Shops, Inc., a New York corporation and for working capital and other general corporate purposes, FNBC has agreed to make available to the Mortgagor additional loans and letters of credit in an aggregate principal amount of up to Ten Million Dollars (\$10,000,000) at any one time outstanding (the "New Bank

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PROPERTY

PROPERTY OF THE STATE OF ILLINOIS  
DEPARTMENT OF REVENUE  
AND GENERAL SERVICES  
CHICAGO, ILLINOIS

THIS PROPERTY IS HELD IN TRUST FOR THE STATE OF ILLINOIS  
BY THE DEPARTMENT OF REVENUE AND GENERAL SERVICES  
CHICAGO, ILLINOIS  
PROPERTY OF THE STATE OF ILLINOIS  
DEPARTMENT OF REVENUE  
AND GENERAL SERVICES  
CHICAGO, ILLINOIS

Property of Cook County Clerk's Office

PROPERTY

PROPERTY OF THE STATE OF ILLINOIS  
DEPARTMENT OF REVENUE  
AND GENERAL SERVICES  
CHICAGO, ILLINOIS

PROPERTY OF THE STATE OF ILLINOIS  
DEPARTMENT OF REVENUE  
AND GENERAL SERVICES  
CHICAGO, ILLINOIS

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Facility") as more particularly set forth in that certain Amended and Restated Credit Agreement of even date herewith among Mortgagor, the Lenders named therein and The First National Bank of Chicago, as Agent (the "Amended and Restated Credit Agreement").

E. Mortgagor and Mortgagee desire to amend the Mortgage to increase the amount secured thereby to include the New Bank Facility as provided herein.

F. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Mortgage.

NOW, THEREFORE, in consideration of the foregoing Recitals for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## AGREEMENTS

1. The foregoing Recitals are incorporated herein and made a part hereof.

2. The indebtedness secured by the Mortgage is hereby increased to include the New Bank Facility, including, without limitation, any and all Facility Letter of Credit Obligations (as defined in the Amended and Restated Credit Agreement), all letter of credit fees and any and all other Secured Obligations (as defined in the Amended and Restated Credit Agreement) owing by Mortgagor to the Lenders under the Amended and Restated Credit Agreement.

3. Mortgagor hereby remakes and reaffirms all of its representations and warranties contained in the Mortgage as of the date hereof.

4. Mortgagor hereby remakes and reaffirms all of its covenants and obligations contained in the Mortgage as of the date hereof.

5. All references in the Note Purchase Agreement, the Amended and Restated Credit Agreement or any of the other Financing Documents to the Mortgage shall be deemed to refer to the Mortgage as amended hereby.

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... (the ...)

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... as provided herein

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... shall have the meaning ...

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6. This Amendment may be executed in one or more counterparts which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed on the day and year first written above.

MORTGAGOR: ARCHIBALD CANDY CORPORATION,  
an Illinois corporation

By: *Adrian G. [Signature]*  
Its V.P.

MORTGAGEE: WILMINGTON TRUST COMPANY, not  
personally, but solely as  
security trustee

By: *[Signature]*  
Its Financial Services Officer

*[Signature]*  
WILLIAM J. WADE, not  
personally, but solely  
as security trustee

THIS INSTRUMENT WAS PREPARED BY  
AND RECORDED COUNTERPARTS SHOULD  
BE RETURNED TO:

Gregory A. Thorpe, Esq.  
Sonnenschein Nath & Rosenthal  
8000 Sears Tower  
Chicago, Illinois 60606  
(312) 876-8000

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With Agreement of the Board of Directors of the Cook County Board of Supervisors, the Board of Supervisors hereby certifies that the above-named person is a duly qualified and licensed professional person in the State of Illinois.

IN WITNESS WHEREOF, the Board of Supervisors has caused this Agreement to be signed on the day and year first within above.

AND I HEREBY CERTIFY THAT THE ABOVE-NAMED PERSON IS A DULY QUALIFIED AND LICENSED PROFESSIONAL PERSON IN THE STATE OF ILLINOIS.

NOTARIAL

BY \_\_\_\_\_  
Notary Public in and for the State of Illinois

WITNESSED my hand and the seal of the Board of Supervisors of Cook County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARIAL

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Board of Supervisors of Cook County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY \_\_\_\_\_  
Notary Public in and for the State of Illinois

THIS AGREEMENT IS HEREBY CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL AS KEPT ON FILE IN THE OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS.

CLERK OF THE BOARD OF SUPERVISORS  
6000 South Tower  
Chicago, Illinois 60603  
(312) 437-8000

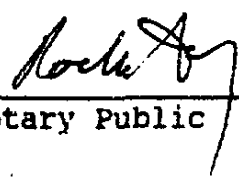
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# UNOFFICIAL COPY

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) SS.

I, ROCKWELL TENNEY, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY, that ADAM MAX, the VICE-PRESIDENT of Archibald Candy Corporation, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ADAM MAX appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his(her) own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18<sup>TH</sup> day of SEPTEMBER, 1992.

  
\_\_\_\_\_  
Notary Public

ROCKWELL TENNEY  
Notary Public, State of New York  
No. 4827415  
Qualified in New York County  
Term Expires December 31, 1992

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75410044

COOK COUNTY CLERK'S OFFICE  
111 N. LAUREL ST. CHICAGO, IL 60602  
TEL: 312.603.1000 FAX: 312.603.1001  
WWW.COOKCOUNTYCLERK.COM



UNOFFICIAL COPY

STATE OF Delaware )  
 )  
COUNTY OF New Castle ) SS.

I, Anne C. Matthews, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY, that Ralph R. Cella, the Financial Services Officer of Wilmington Trust Company, a Delaware banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Financial Services Officer appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his(her) own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16<sup>th</sup> day of September, 1992.

Anne C. Matthews  
Notary Public

ANNE C. MATTHEWS  
NOTARY PUBLIC  
MY COMMISSION EXPIRES AUGUST 9, 1993

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# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF COOK

IN SENATE  
JANUARY 11, 1900

REPORT OF THE  
COMMISSIONERS OF THE  
LAND OFFICE

IN RESPONSE TO A RESOLUTION  
PASSED BY THE SENATE  
MAY 15, 1899

RECEIVED

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF Delaware )  
COUNTY OF New Castle ) SS.

I, Deborah J. Hobson, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY, that William J. Wade, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act as security trustee as aforesaid for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of September, 1992.

Deborah J. Hobson  
Notary Public

NOTARIAL SEAL  
DEBORAH J. HOBSON NOTARY PUBLIC  
State of Delaware  
Date of Appointment May 3, 1991  
My Commission Expires May 3, 1993

92702275

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STATE OF ILLINOIS  
COUNTY OF COOK

IN SENATE  
JANUARY 11, 1900  
REPORT OF THE COMMISSIONERS OF THE LAND OFFICE  
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE  
MAY 15, 1899, RELATIVE TO THE LANDS BELONGING TO THE STATE  
AND THE LANDS BELONGING TO THE COUNTY OF COOK

TO THE SENATE

JANUARY 11, 1900

11-11-00

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE  
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE  
MAY 15, 1899, RELATIVE TO THE LANDS BELONGING TO THE STATE  
AND THE LANDS BELONGING TO THE COUNTY OF COOK

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EXHIBIT A

## Legal Description

Shop No. 103  
1137  
336  
1123

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;

ALSO

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;

ALSO

LOTS 1 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;

ALSO

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;

ALSO

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 NORTHWEST 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

Permanent Index Nos.

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17-17-223-021	

Common Address:

1101-1137 W. Jackson Blvd.  
Chicago, Illinois 60607

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