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[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 day of September, 1992, by ARCHIPALD 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").

PECITALS

- 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 Ton 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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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, PERREFORE, in consideration of the foregoing Recitals for other good and valuable consideration, the receipt and sufficiency or which are hereby acknowledged, the parties hereto agree as follows.

AGREEMENTS

- 1. The foregoing Recotals 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 or 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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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

Bv:

Its

MORTGAGEE:

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

By:

Ital Financial Services Officer

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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STATE OF	NEW	YORK)
COUNTY OF) SS

RXKWELL TENNEY ___, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY, that

ADAMK MAX, the VICE- PRESIDENT of Archib __ 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 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 187H day of De Coot Colling Que Term Ex.
Clarks Offica EPTEMBER , 1992.

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STATE OF	Polauro)	
	Any Coutte)	SS.

I, Ann. C. Matt Heur, 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 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 /br day of Ox Cook Colling Clarks Office Spotember, 1992.

MY COMMISSION EXPIRES AUGUST 9, 1993

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STATE OF Delaware SS. COUNTY OF New Castle

I, Deborah J. Holson, 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 sec forth.

Given under my hand and notarial seal this 16th day of eptember ! 3992.

Or Coot County Clert's Office

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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 TRUSTERS SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 17. IOMNSKIP 39 MORTH, BANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

THAT PART OF VACATAD 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 BORTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 KORTH, RANGE 14, EAST OF THE WHITE PRINCIPAL MERIDIAN;

ALSO

LOTS 1 TO 26 INCLUSIVE IN THE SUDDIVISION OF THE EAST 1/2 OF BLOCK 24 IN CAPUL 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 KOPTH OF AND ADJOINING LOTS 22 TO 26 INCLUSIVE IN SUBDIVISION OF CASE THE EAST 1/2 OF BLOCK 24 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE BORTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

ALL OF THE HERETOFORE VACATED MORTH-SOUTH 20 FOOT ALLEY LYING WEST OF THE WEST LINE OF LOTS 1 TO 16, BOTH INCLUSIVE, LYING EAST OF THE ZAST LINE OF LOTS 17 AND 22, LYING EAST OF THE EAST LINE OF THE 40 FOOT PUBLIC ALLEY VACATED BY DOCUMENT NEUMBER 20386525, BEING A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 17 TO THE MORTHEAST CORNER OF LOT 22, LYING SIXTH OF A LINE DRAWN FROM THE MORTHWEST CORNER OF LOT 1 TO THE MORTHEAST CORNER OF LOT 17, AND LYING MORNE 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 MORTHEAST 1/4 OF SECTION 17, TOWNSHIP 19 MORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINDIS

Permanent Index Nos.

17-17-223-018 17-17-223-019 17-17-223-020 17-17-223-021

17-17-223-011 17-17-223-012 17-17-223-013 17-17-223-014 17-17-223-015 17-17-223-016	17-17-223-022 17-17-223-023 17-17-223-024 17-17-223-025 17-17-223-026
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Common Address:

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

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