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Shop 213

[ILLINOIS]

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

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This AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, FIXTURE FILING AND FINANCING STATEMENT ("Amendment") is made as of this 11th day of September, 1992, by ARCHIEALD 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").

338

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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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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1. The following is a list of the names of the persons who have been appointed as members of the Board of Directors of the Cook County Clerk's Office for the term ending on the 31st day of December, 1904.

2. The names of the persons who have been appointed as members of the Board of Directors of the Cook County Clerk's Office for the term ending on the 31st day of December, 1905.

3. The names of the persons who have been appointed as members of the Board of Directors of the Cook County Clerk's Office for the term ending on the 31st day of December, 1906.

4. The names of the persons who have been appointed as members of the Board of Directors of the Cook County Clerk's Office for the term ending on the 31st day of December, 1907.

5. The names of the persons who have been appointed as members of the Board of Directors of the Cook County Clerk's Office for the term ending on the 31st day of December, 1908.

6. The names of the persons who have been appointed as members of the Board of Directors of the Cook County Clerk's Office for the term ending on the 31st day of December, 1909.

7. The names of the persons who have been appointed as members of the Board of Directors of the Cook County Clerk's Office for the term ending on the 31st day of December, 1910.

8. The names of the persons who have been appointed as members of the Board of Directors of the Cook County Clerk's Office for the term ending on the 31st day of December, 1911.

9. The names of the persons who have been appointed as members of the Board of Directors of the Cook County Clerk's Office for the term ending on the 31st day of December, 1912.

10. The names of the persons who have been appointed as members of the Board of Directors of the Cook County Clerk's Office for the term ending on the 31st day of December, 1913.

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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: *Edmund M. May*

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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This document is a copy of the original document and is not a legal document. It is provided for informational purposes only. The original document is the only one that should be used for legal purposes.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal at the City of Chicago, Illinois, this 1st day of January, 2001.

Notary Public in and for the State of Illinois

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

THIS INSTRUMENT WAS FILED BY
VARIOUS STATES AND IS SUBJECT TO
BE RETURNED TO:

Gregory A. Thomas, Esq.
1000 North Dearborn Street
Chicago, Illinois 60610
(312) 467-8000

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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 ADAME-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 18TH day of SEPTEMBER, 1992.

Rockwell Tenney
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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1992 SEP 22 PM 1:24

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COOK COUNTY CLERK'S OFFICE
111 N. LAUREL ST.
CHICAGO, ILL. 60602

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01/20/2011

01/20/2011

STATE OF ILLINOIS
CLERK OF THE CIRCUIT COURT
JUDICIAL CIRCUIT IN AND FOR COOK COUNTY

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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 16th day of September, 1992.

Anne C. Matthews
Notary Public
ANNE C. MATTHEWS
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 8, 1993

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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 11, 1899.
CHICAGO: THE STATE OF ILLINOIS
PRINTING OFFICE, 1900.

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STATE OF Delaware)
COUNTY OF New Castle) SS.

I, Rosemarie DiAngelo, 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.

Rosemarie DiAngelo
Notary Public
NOTARIAL SEAL
ROSEMARIE DIANGELO NOTARY PUBLIC
State of Delaware
Date of Appointment: October 17, 1990
My Commission Expires: October 17, 1992

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108

STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE
JANUARY 11, 1901

RESOLVED, That the following be the law of this State:

3530753P



SECTION 1. That the following be the law of this State:

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EXHIBIT A

LEGAL DESCRIPTION

Shop No. 213

LOTS 14 TO 18, BOTH INCLUSIVE, IN BLOCK 3 IN TORRENCE BERNICE ADDITION, BEING A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 (EXCEPT THE EAST 16 RODS THEREOF, AND EXCEPT THE SOUTH 264 FEET OF THE WEST 165 FEET OF THE EAST 629 FEET OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 AFORESAID, ALSO EXCEPTING ALL THAT PART, IF ANY, FALLING WITHIN THE SOUTH 16 RODS OF THE WEST 10 RODS OF THE EAST 26 RODS OF THE NORTH 80 RODS) IN SECTION 30, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index No.s: 30-30-108-015
30-30-108-016
30-30-108-017
30-30-108-018
30-30-108-019

Common Address: 17245 S. Torrence, Lansing, Illinois 60438

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A. T. HALL

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