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COOK COUNTY, ILLINOIS
FILED FOR RECORDED

Shop 240

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[ILLINOIS]

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

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 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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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 undersigned, being duly sworn, deposes and says that the within and foregoing is a true and correct copy of the original as the same appears in the files of the County Clerk's Office, Cook County, Illinois, at the time and place aforesaid.

2. The undersigned further deposes and says that the within and foregoing is a true and correct copy of the original as the same appears in the files of the County Clerk's Office, Cook County, Illinois, at the time and place aforesaid.

3. All other copies of the within and foregoing that may be made or caused to be made by any person or persons, other than the undersigned, are hereby certified to be true and correct copies of the original as the same appears in the files of the County Clerk's Office, Cook County, Illinois, at the time and place aforesaid.

4. The undersigned further deposes and says that the within and foregoing is a true and correct copy of the original as the same appears in the files of the County Clerk's Office, Cook County, Illinois, at the time and place aforesaid.

5. The undersigned further deposes and says that the within and foregoing is a true and correct copy of the original as the same appears in the files of the County Clerk's Office, Cook County, Illinois, at the time and place aforesaid.

6. The undersigned further deposes and says that the within and foregoing is a true and correct copy of the original as the same appears in the files of the County Clerk's Office, Cook County, Illinois, at the time and place aforesaid.

7. The undersigned further deposes and says that the within and foregoing is a true and correct copy of the original as the same appears in the files of the County Clerk's Office, Cook County, Illinois, at the time and place aforesaid.

8. The undersigned further deposes and says that the within and foregoing is a true and correct copy of the original as the same appears in the files of the County Clerk's Office, Cook County, Illinois, at the time and place aforesaid.

9. The undersigned further deposes and says that the within and foregoing is a true and correct copy of the original as the same appears in the files of the County Clerk's Office, Cook County, Illinois, at the time and place aforesaid.

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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: *Edward M. Max*

Its VP

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 Amendment may be amended in the same manner as the original instrument and shall be deemed to be a part of the original instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and date first above written.

WITNESSES:
[Illegible text]

WITNESSES:
[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

11/15/2011

THIS INSTRUMENT WAS RECORDED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS, ON 11/15/2011 AT 10:00 AM.

RECORDED BY: [Illegible]
INDEXED BY: [Illegible]
FILED BY: [Illegible]
CLERK OF COOK COUNTY, ILLINOIS
11/15/2011 10:00 AM

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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 ADAM E. 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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COOK COUNTY CLERK'S OFFICE
JAN 15 1998

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
JAN 15 1998

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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 9, 1993

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STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE
JANUARY 11, 1905
REPORT OF THE COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 12, 1904, RELATIVE TO THE LANDS BELONGING TO THE STATE
AND THE PROCEEDINGS OF THE LAND OFFICE SINCE THE
ADOPTION OF SAID RESOLUTION.

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

I, Rosemarie Di Angelo, 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 Di Angelo
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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STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE
JANUARY 11, 1910
REPORT OF THE
COMMISSIONERS OF THE
LAND OFFICE
IN RESPONSE TO A
RESOLUTION PASSED
BY THE SENATE
MAY 12, 1899



THE COMMISSIONER OF LANDS
STATE OF ILLINOIS

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EXHIBIT A

LEGAL DESCRIPTION

Shop No. 240

PCL 1:

LOTS 2 TO 5 INCLUSIVE AND EAST 12.49 OF LOT 6 IN NORTH EVANSTON HARRISON BLVD SUBDIVISION OF THE EAST 13.37 ACRES (EX THE SOUTH 528 FEET OF THE EAST 165 FEET) OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 9 TOWNSHIP 41 RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF VACATED ALLEY NORTH OF LOT 3 AND SOUTH OF LOTS 4, 5, 6 LYING BETWEEN THE WEST LINE OF CICERO AVENUE AND WEST LINE OF LOTS 1, 2, 3 EXTENDED NORTH IN NORTH EVANSTON HARRISON BLVD ADDITION AFORESAID ALL IN COOK COUNTY, ILLINOIS.

Permanent Index No.: 10-09-204-006
10-09-204-007
10-09-204-027
10-09-204-028

Common Address: 10066 N. Skokie Avenue, Skokie, Illinois 60646

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WILLIAMSON, JAMES

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 REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL,
 INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM,
 WITHOUT THE WRITTEN PERMISSION OF THE CLERK OF COOK COUNTY.

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