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Shop 208

COOK COUNTY, ILLINOIS
FILED FOR RECORD

92702279

1992 SEP 22 PM 1:24

[ILLINOIS]

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

92702279

This AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, FIXTURE FILING AND FINANCING STATEMENT ("Amendment") is made as of this 16th 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").

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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AS OF 10/10/2000

DEPOSITOR

THE STATE OF ILLINOIS
DEPARTMENT OF REVENUE
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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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: *Alvin G. Mack*

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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IN WITNESS WHEREOF, the undersigned has hereunto set their hand and seal this _____ day of _____, 20____.

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

THIS INSTRUMENT WAS PREPARED BY
AND REVIEWED BY [Name] AND [Name]
ON [Date]

Property of [Name], Inc.
1000 Park Tower
Chicago, Illinois 60600
Tel: 312-555-0000

05/20/2008

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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. 482741B
Qualified in New York County
Term Expires December 31, 1992

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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~~ State aforesaid, DO HEREBY CERTIFY, that ~~Ralph R. Onda~~, 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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28

STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE,
January 11, 1907.
REPORT
OF THE
COMMISSIONERS OF THE
STATE LAND OFFICE,
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 15, 1906.
CHICAGO: THE STATE PRINTING OFFICE,
1907.

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STATE OF Delaware)
COUNTY OF New Castle) SS.

I, KAREN R. REASON, 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.

92702279

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

Karen R. Reason
Notary Public

NOTARIAL SEAL
KAREN R. REASON NOTARY PUBLIC
State of Delaware
Date of Appointment: June 13, 1992
My Commission Expires: June 13, 1994

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EXHIBIT A CONT'D

LEGAL DESCRIPTION

Shop No. 208

LINE OF SAID SOUTHWEST 1/4 OF SECTION 10, A DISTANCE OF 125.00 FEET TO A POINT; THENCE SOUTH, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 12 FEET TO A POINT; THENCE WEST, PARALLEL WITH SAID NORTH LINE A DISTANCE OF 75 FEET TO A POINT; THENCE SOUTHWEST A DISTANCE OF 63.64 FEET TO A POINT DISTANT 90 FEET SOUTH AND 55 FEET EAST OF SAID NORTHWEST CORNER; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 68 FEET TO A POINT; THENCE WEST A DISTANCE OF 5 FEET TO A POINT; THENCE NORTH ALONG THE EAST LINE OF CICERO AVENUE, A DISTANCE OF 125 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS

PARCEL 4:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 3 AS CREATED BY THE GRANT OF EASEMENT MADE BY 147th STREET BUILDING CORPORATION, A CORPORATION OF ILLINOIS, TO J. CLARE MOORE, JR. AND OTHERS DATED JULY 19, 1966 AND RECORDED AUGUST 1, 1966 AS DOCUMENT 19902712 FOR PASSAGEWAY OVER PROPERTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A LINE PARALLEL TO THE WEST LINE OF LOT 5 IN A. T. MCINTOSH'S ADDITION TO MIDLOTHIAN FARMS AFORESAID, 17.0 FEET EAST OF THE WEST LINE OF LOT 5 AND 125.0 FEET SOUTH OF THE NORTH LINE OF SAID LOT 5; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 5 A DISTANCE OF 145.0 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 5 A DISTANCE OF 35.0 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 5 A DISTANCE OF 145.0 FEET TO THE EAST LINE OF THE WEST 17.0 FEET OF LOT 5; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 5, A DISTANCE OF 35.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Permanent Index No.: 28-10-300-015
28-10-300-017
28-10-300-024

Common Address: 14701 S. Cicero, Midlothian, Illinois

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OFFICE OF THE CLERK

COOK COUNTY, ILLINOIS

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THE STATE OF ILLINOIS, COUNTY OF COOK, BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office at Chicago, Illinois, this _____ day of _____, 20__.

My commission expires _____.

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois
11-19-2008
12-18-2008
12-18-2008

Common Number: 1401 2, Circuit, Middlesex, Illinois

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