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Shop 203

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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[ILLINOIS]

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

92702281

This AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, FIXTURE FILING AND FINANCING STATEMENT ("Amendment") is made as of this 14th 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 OF THE STATE OF ILLINOIS
DEPARTMENT OF REVENUE
SALES TAX DIVISION
CHICAGO, ILLINOIS 60612

Property of Cook County Clerk's Office

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THE STATE OF ILLINOIS, COUNTY OF COOK, BEING THE
COUNTY OF COOK, ILLINOIS, DO HEREBY CERTIFY THAT
THE FOLLOWING IS A TRUE AND CORRECT COPY OF THE
ORIGINAL RECORD AS KEPT IN THE OFFICE OF THE
CLERK OF SAID COUNTY, TO-WIT: [REDACTED]
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS
[REDACTED] DAY OF [REDACTED] A.D. 19[REDACTED].

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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: *Clarence Max*

Its V.P.

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

By: *AM*

Its Financial Services Officer

WJ Wade
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 UNOFFICIAL AND SHOULD NOT BE USED FOR OFFICIAL PURPOSES. IT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE.

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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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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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TO BE MADE

TO BE MADE

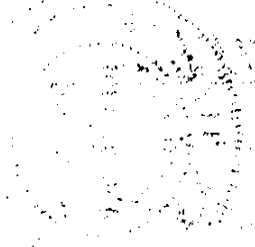
THE STATE OF ILLINOIS
COUNTY OF COOK

BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, 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.

My commission expires _____.

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RECORDED



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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.

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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STATE OF ILLINOIS
COUNTY OF COOK

KARLE R. REASON

I, the undersigned, Clerk of the County of Cook, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the files and records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the files and records of the County of Cook, Illinois.

Given under my hand and official seal this _____ day of _____, 19__.

COOK COUNTY CLERK
KARLE R. REASON
CLERK OF COOK COUNTY, ILLINOIS
1621 N. LAUREL STREET, CHICAGO, ILLINOIS 60642

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EXHIBIT A

LEGAL DESCRIPTION

Shop No. 203

LOTS 1, 2, 3 AND 4 IN BLOCK 1 IN PALOS GATEWAY, BEING A SUBDIVISION OF LOTS 9 AND 16 IN THE SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 24-16-403-020
24-16-403-021
24-16-403-022
24-16-403-023

Common Address: 10200 S. Cicero, Oak Lawn, Illinois 60453

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10/1/88

THIS IS A COPY OF THE RECORDS OF THE COURT OF COMMON PLEAS IN THE COUNTY OF COOK, ILLINOIS, FOR THE YEAR 1988. THE RECORDS ARE MAINTAINED AT THE CLERK'S OFFICE OF THE COURT OF COMMON PLEAS, 100 N. LAUREL STREET, CHICAGO, ILLINOIS 60602.

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