UNIFORM COMMERCIAL CODE—FINANCING STATEMENT—FORM UCC-1

INSTRUCTIONS

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Archibald Candy Corporation
1137 West Jackson
Chicago, Illinois 60607

2. Secured Party(ies) and address(es)

Wilmington Trust Company and
William J. Wade, as Trustees
Rodney Square North
Wilmington, Delaware 19890
Attn: Corporate Trust Administration

3. Maturity date (if any):

For Filing Officer
(Date, Time, Number, and Filing Office)

92720974

4. This financing statement covers the following types (or items) of property:

All right, title and interest of Debtor in and to the property described on Exhibit A, attached hereto and made a part hereof, and located on, used in connection with, or relating to the real property described on Exhibit B, attached hereto and made a part hereof.

Shop 201

5. Assignee(s) of Secured Party and Address(es)

DEPT-11
T#7777 TRAN 4354 09/29/92 12:58
#9302 # *-92-720974
COOK COUNTY RECORDER

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check [X] if so)
- [ ] already subject to a security interest in another jurisdiction when it was brought into this state.
- [ ] which is proceeds of the original collateral described above in which a security interest was perfected.

Check [X] if covered: [X] Proceeds of Collateral are also covered. [X] Products of Collateral are also covered. No. of additional Sheets presented: 5

Filed with: Registrar of Title Office

Archibald Candy Corporation

By: _____ Signature(s) of Debtor(s)

Title: V.P.

By: _____ Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY - ALPHABETICAL

[ILLINOIS & PENN]

(FIXTURE FILING)

EXHIBIT A
TO UCC FINANCING STATEMENT

DEBTOR: ARCHIBALD CANDY CORPORATION

SECURED PARTY: WILMINGTON TRUST COMPANY and WILLIAM J. WADE, AS TRUSTEE

(a) The land described on Exhibit B attached hereto, incorporated herein and made a part hereof (the "Land"), and all trees, shrubbery, crops and other plantings now or hereafter grown on the Land;

(b) TOGETHER WITH (1) all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land (collectively, the "Buildings"), (2) all right, title and interest of Debtor, of whatever character (whether as owner, chattel lessee or otherwise, whether vested or contingent and whether now owned or hereafter acquired), in and to all building materials, supplies and other property now or hereafter stored at or delivered to the Land or any other location for installation in or on the Land or any of the Buildings, and all fixtures, fittings, machinery, appliances, equipment, apparatus, furnishings and personal property of every nature whatsoever now or hereafter located in or on, or attached to, and used or intended to be used in connection with the Land, any of the Buildings or any business or other operations now or hereafter conducted in or on the Land or any of the Buildings or in connection with any construction or other work now or hereafter conducted in or on the Land or any of the Buildings, (all of the property described in this clause (2), being collectively referred to in this Exhibit A as the "Equipment") (the Buildings and the Equipment being collectively referred to in this Exhibit A as the "Improvements"), (3) any and all oil, gas and other minerals now or hereafter produced from or allocated to the Land and any and all products now or hereafter processed or obtained from any such oil, gas or other minerals, and (4) any and all plans, specifications, drawings, books, records and similar items now or hereafter relating to the Land or the Improvements, the operation thereof, any rights thereto or any interest therein;

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(c) TOGETHER WITH all proceeds, products, extensions, additions, improvements, betterments, renewals, substitutions, replacements, accessions, accretions and relictions of and to all or any part of the property described in paragraphs (a) and (b) hereof or any other property encumbered by that certain Mortgage concerning the land described on Exhibit B by and between Debtor (as Mortgagor) and William J. Wade (as Mortgagee) (hereinafter the "Mortgage");

(d) TOGETHER WITH all right, title and interest of Debtor, of whatever character (whether vested or contingent and whether now owned or hereafter acquired), in and to (1) all streets, roads and public places (whether open or proposed) now or hereafter adjoining or otherwise providing access to the Land, (2) the land lying in the bed of such streets, roads and public places, and (3) all other sidewalks, alleys, ways, passages, vaults, water courses, strips and gores of land now or hereafter adjoining or used or intended to be used in connection with all or any part of the property described in paragraphs (a), (b) and (c) hereof;

(e) TOGETHER WITH all easements, rights-of-way and rights of use or passage (whether public or private), estates, interests, benefits, powers, rights (including, without limitation, any and all lateral support, drainage, slope, riparian, littoral, sewer, water, air, oil, gas, mineral and subsurface rights), privileges, claims, franchises, licenses, profits, rents, royalties, tenements, hereditaments, reversions, remainders and appurtenances of every nature whatsoever in any way now or hereafter belonging, relating or appertaining to all or any part of the property described in paragraphs (a), (b), (c) and (d) hereof;

(f) TOGETHER WITH (1) any and all judgments, settlements, claims, awards, insurance proceeds and other proceeds and compensation, and any interest thereon (collectively, "Compensation"), now or hereafter made or payable in connection with (a) any casualty or other damage to all or any part of the property described in paragraphs (a), (b), (c), (d) and (e) hereof, (b) any condemnation proceedings affecting any such property or any rights thereto or any interest therein, (c) any damage to or taking of any such property or any rights thereto or any interest therein arising from or otherwise relating to any exercise of the power of eminent domain (including, without limitation, any and all Compensation for change of grade of streets or any other injury to or decrease in the value of any such property), or (d) any conveyance in lieu of or under threat of any such taking, (2) any and all proceeds of any sale, assignment or other disposition of any such property or any rights thereto or any interest therein, (3) any and all

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proceeds of any other conversion (whether voluntary or involuntary) of any such property or any rights thereto or any interest therein into cash or any liquidated claim, (4) any and all refunds and rebates of or with respect to any insurance premium, any Imposition (as such term is defined in the Mortgage) or any other charge for utilities relating to any such property (including, without limitation, any and all refunds and rebates of or with respect to any deposit or prepayment relating to any such insurance premium, Imposition or charge), and any and all interest thereon, whether now or hereafter payable or accruing, and (5) any and all accounts, accounts receivable, option rights, contract rights, general intangibles, permits, licenses, approvals, bonuses, actions and rights in action now or hereafter arising from or relating to any such property or any business or other operations conducted in or on any such property by or on behalf of or for the benefit of Debtor (including, without limitation, all rights of Debtor in and to insurance proceeds, all rights of Debtor in and to unearned or prepaid insurance premiums, Impositions or other charges for utilities, and any deposits with respect thereto and any interest thereon, and all rights of Debtor in and to any and all contracts and bonds relating to operation, maintenance, construction, renovation, restoration, repair, management or security of any such property);

(g) TOGETHER WITH all rents of and from all or any part of the property described in paragraphs (a), (b), (c), (d) and (e) hereof whether now or hereafter payable or accruing (including, without limitation, any and all money and other consideration paid or payable from time to time by any and all tenants, licensees, occupants or other users of any such property), and all rights of Debtor or any other person to collect and receive the same; provided, however, that permission is hereby given to Debtor, so long as no Event of Default (as that term is defined in the Mortgage) shall have occurred, to collect and use such rents as, but not before, they become due and payable, which permission shall terminate immediately, without the necessity of any action by Secured Party, upon the occurrence of any Event of Default;

(h) TOGETHER WITH (1) all right, title and interest of Debtor (whether as seller, purchaser or otherwise) in and to any and all agreements now or hereafter relating to any purchase and sale or other transfer of all or any part of the property described in paragraphs (a), (b), (c), (d), (e), (f) and (g) hereof (whether or not such purchase and sale or other transfer shall be completed), together with any and all down payments, earnest money deposits and other security (whether monetary or otherwise) paid or payable or deposited or to be deposited in connection with any such agreement, and (2) all

right, title and interest of Debtor (whether as lessor, lessee or otherwise) in and to any and all leases, subleases, use, occupancy and similar agreements (including, without limitation, oil, gas and mining leases) now or hereafter relating to all or any part of the property described in paragraphs (a), (b), (c), (d) and (e) hereof (each being referred to in this paragraph as a "lease"), together with any and all guaranties and security of, for or otherwise relating to any such lease (including, without limitation, any and all cash, security deposits, advance rentals, deposits and payments of a similar nature under any such lease or under any other arrangement entered into in connection with any such lease, any and all interest thereon, and any and all right, title and interest of Debtor in and to property of any tenant or other person, whether such right, title and interest shall have arisen under applicable law or under any such lease or other arrangement) and together with all rent and other consideration (whether monetary or otherwise) now or hereafter payable or accruing under or in connection with any such lease (including, without limitation, any and all cancellation or termination payments and any and all damages payable in connection with any default), subject, however, to the conditional permission given to Debtor to collect and use the rents, royalties, issues, profits, revenues, income and other benefits arising under any such lease as provided above;

(i) TOGETHER WITH any and all right, title and interest of Debtor in all reciprocal easement agreements, operating agreements and any other agreements affecting the Land and Improvements; and

(j) TOGETHER WITH any and all further or greater estate, right, title, interest, claim and demand of Debtor, of whatever character (whether vested or contingent and whether now owned or hereafter acquired), in and to any of the property described in the foregoing paragraphs or any rights or interests appurtenant thereto.

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EXHIBIT B

LEGAL DESCRIPTION

Shop No. 201

LOTS 4, 5, 6, 7, 8, 9, AND 10 IN BLOCK 4 IN H. O. STONE AND COMPANY'S 95TH STREET COLUMBUS MANOR, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 AND THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 THE NORTH WEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM LOT 10 IN BLOCK 4 OF H. O. STONE AND COMPANY'S 95TH STREET COLUMBUS MANOR SUBDIVISION THE FOLLOWING TRACT OF LAND: BEGINNING AT THE NORTH WEST CORNER OF SAID LOT 10, THENCE EAST ALONG THE NORTH LINE OF SAID LOT A DISTANCE OF 26.04 FEET TO THE NORTH EAST CORNER THEREOF, THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 36.47 FEET TO A POINT ON THE WEST LINE OF SAID LOT, A DISTANCE OF 26.04 FEET SOUTH OF SAID NORTHWEST CORNER; THENCE NORTH ALONG THE WEST LINE OF LOT 10 A DISTANCE OF 26.04 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS

Permanent Index No.s: 24-08-100-001
24-08-100-002
24-08-100-003
24-08-100-004
24-08-100-005
24-08-100-006
24-08-100-007

Common Address: 6351 W. 95th Street, Oak Lawn, Illinois 60453