UNIFORM COMMERCIAL CODE-FRANCING STATEMENT-FORM UCC-1

RECHDER FROM
.MODERN LAW FORMS
ELK GROVE VILLAGE, IL
(312) 640-1665
Ell 11/89 (706) 640-1668

2. Rhowe Secured Party and 3. If the space provided for a Only one copy of such ack that is convenient for the a 4. If collateral is crops or got 5. When a crops of the securi-	ay ison(s) on the form is inadequate thicosal shorts more by presented to recurse party. Indicate the susebet of the which are or are to become flatter assertion of the susebet of the su	espice with interlear set custom paper to the the the liquids) should be continued on addition filling officer with a set of three copies of additional shorts attached. How, Jesopha generally the real solute and additional, it is removed that it be access.	e filing officer. Enclose filing fee. Microsl sheets, proferably 5" x 8" a of the financing statement. Long light name of record owner.	of h" a 10", general, indentures, etc., may be on any size paper pand set of these forms, without extra fee. daily. Termination Laguari and use third copy as a Termination
THE FINANCING STA	TEMENT is presented to 18	of officer for Illing parament to the Un	Moriu Cummercial Civie:	J. Maturity date (if any):
Archibald Candy Corporation 1137 Nust Jackson Chicago, 1111nois 60607 Redner		Wildington Trust Company and William J. Wade, as Trustoes Redney Square North		(Date, Time, Time, Jointer, and Filling Office)
		Milmington, Dulawar Attn: Corporate Tru	o 19890 st Administration	92720976
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.				5. Assigner(s) of Secured Party and Address(es) DEPT-11
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		STANDARD FORM	- FORM UCC-1	

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[ILLINOIS & PENN]

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EXHIBIT A TO UCC FINANCING STATEMENT 11

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***--92-720976 49304 #**

DEBTOR:

ARCHIBALD CANDY CORPORATION COUNTY RECORDER

SECURED PARTY:

WILMINGTON TRUST COMPANY and WILLIAM J. WADE, AS TRUSTEE

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

31.50

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TOGETHER WITH (1) all buildings, structures and (b) 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, chatte) 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 co 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 Mortgager) and William J. Wade (as Mortgagee) (hereinafter the "Mortgagee");
- (d) TOGETHER WITH all right, title and interest of Debtor, of whatever character (whether vested or contingent and whether now caned 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 lead lying in the bed of such streets, roads and public places, and (2) 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 ell 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 succe 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 unearnoter prepaid insurance premiums, Impositions or other charges for atilities, 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 lints of and from all or any part of the property described in paragraphs (a), (b), (c), (d) and (e) hereof whether now or hereafter phyable 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

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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 mimilar 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 ell 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 or 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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LEGAL DESCRIPTION

SHOP NO. 277

LOTS 7, 8 AND 9 (EXCEPT THE WEST () 1/2 PERT OF LOT 9) IN BLOCK 13 IN BUSSE AND WILLIE'S RESUBDIVISION IN KOUNT PROSPECT OF THE WEST 1/2 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent /ndex No.: 08-12-108-010 08-12-108-011 08-12-108-012

No. TOOK COUNTY CLERK'S OFFICE 14 E. Northwest Hwy., Mt.Prospect, Illinois Common Address:

Property of Coot County Clerk's Office