

4 91044073 SECOND AMENDMENT TO REVOLVING CREDIT MORTGAGE,
ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT

THIS SECOND AMENDMENT TO REVOLVING CREDIT MORTGAGE,
ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT (this
"Amendment") is made and executed as of June 12, 1991 by and
between PREMIERE CANDY COMPANY, an Indiana corporation whose
address is 604 Hoffman Street, Hammond, Indiana, 46325
("Mortgagor") and CONTINENTAL BANK N.A. (formerly known as
Continental Illinois National Bank and Trust Company of Chicago),
a national banking association, whose address is 231 South
LaSalle Street, Chicago, Illinois, 60697 (hereinafter
collectively, with its successors and assigns, including each and
every holder from time to time of the Notes hereinafter
described, referred to as "Mortgagee")

RECITALS:

A. Mortgagor and Mortgagee are parties to that certain
Revolving Credit and Term Loan Agreement, dated as of June 22,
1988 (as amended, supplemented, or modified from time to time
called the "Loan Agreement") between Mortgagor and Mortgagee.

B. In connection with the execution and delivery of the
Loan Agreement, Mortgagor and Mortgagee entered into, among other
things, a Revolving Credit Mortgage, Assignment of Leases and
Rents, and Security Agreement dated as of June 22, 1988 (the
"Mortgage") with respect to the real estate described in
Exhibit A attached hereto, which Mortgage was recorded on June
24, 1988 as Document No. 983733.

C. The Mortgage was amended by a First Amendment to
Mortgage dated as of June 29, 1990 (the "First Amendment"), which
was recorded on July 19, 1990 as Document No. 112461. The
Mortgage as amended by the First Amendment is hereinafter called
the Mortgage as Previously Amended.

D. The Mortgage as Previously Amended secures all
Indebtedness (as such term is defined in the Mortgage as
Previously Amended).

E. Mortgagor and Mortgagee desire to further amend the Loan
Agreement pursuant to that certain Fifth Amendment, dated as of
June 12, 1991 (the "Fifth Amendment"), by and between Mortgagor
and Mortgagee, and to amend and restate the "Revolving Note"
described in the Loan Agreement (herein called the "New Note") to
provide for, among other things, the extension of the maturity
date of the "Revolving Loans" and "Overadvances" under the Loan
Agreement and to amend the interest rate applicable to the
Revolving Loans and Overadvances.



ROBERT J. HENNING
AUG 29 10 39 AM '91

STATE OF ILLINOIS, S.W.
LAKE COUNTY
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D. As a condition to its agreement to enter into the Fifth Amendment, Mortgagee required that Mortgagor agree to amend the Mortgage as Previously Amended pursuant to the terms of this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein as though set forth in full, and other good and valuable consideration in hand paid, the receipt and sufficiency which are hereby acknowledged, the parties agree as follows:

1. Interest on Loans and Overadvances. Recital C of the Mortgage is hereby amended by deleting the reference to "Reference Rate" contained therein and substituting therefor "Alternate Reference Rate".

2. Maturity Date. Recital C of the Mortgage is further amended to provide that the Maturity Date of all Revolving Loans and Overadvances under the Loan Agreement shall be June 30, 1993, unless sooner repaid, accelerated, or extended as provided for in the Loan Agreement.

3. Representations and Warranties. To induce the Mortgagee to accept this Amendment, the Mortgagor warrants to the Mortgagee that:

(a) Authorization; No Conflict. The execution and delivery of this Amendment, the borrowings under the Loan Agreement, as amended by the Fifth Amendment and as evidenced by the New Note and the "Term Note" referred to in the Loan Agreement and as secured by the Mortgage as Previously Amended (as amended hereby), and the performance by the Mortgagor of its obligations under this Amendment are within the Mortgagor's corporate powers, have been duly authorized by all necessary action, have received all necessary governmental approvals (if any shall be required), and do not and will not contravene or conflict with any provision of law or of any agreement binding upon the Mortgagor.

(b) Validity and Binding Nature. This Amendment is the legal, valid, and binding obligation of the Mortgagor, enforceable against the Mortgagor in accordance with its terms.

4. The Mortgagor confirms and agrees that the indebtedness evidenced by the New Note is the same indebtedness as was heretofore evidenced by the Revolving Note described in the Loan Agreement and secured by the Mortgage as Previously Amended, and that the Mortgage as Previously Amended, and as amended hereby, will continue to secure all Indebtedness and other obligations previously secured by the Mortgage as Previously Amended.

5. The Mortgagor and the Mortgagee expressly agree and understand that the Amendment shall not be construed as a novation of the Mortgage as Previously Amended.

6. The Mortgagor confirms for the benefit of the Mortgagee that the Mortgage as Previously Amended, as amended hereby, secures the payment of principal of and interest on the New Note and the Term Note, and any and all other of Mortgagor's obligations to Mortgagee under the Loan Agreement and the Mortgage as Previously Amended as amended hereby, or under any other of the "Security Documents" described in the Loan Agreement, and any and all liabilities, direct or indirect, absolute or contingent, that may now or hereafter become owing to Mortgagee under the Loan Agreement, the Mortgage as Previously Amended as amended hereby or any other Security Documents.

7. Any term capitalized but not defined herein shall have the same meaning for purposes hereof as it had for purposes of the Mortgage.

8. Except as herein amended and supplemented, the Mortgage as Previously Amended is ratified, reaffirmed, and confirmed in all respects and shall remain in full force and effect.

9. This Amendment shall be governed by and construed under the laws of the internal laws of the State of Illinois.

This Amendment shall be binding upon the successors and assigns of Mortgagor and shall inure to the benefit of Mortgagee and the successors and assigns of Mortgagee.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by its duly authorized officers as of the date first above written.



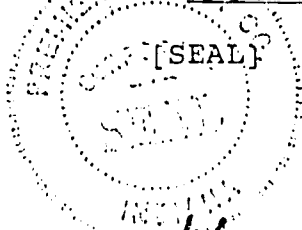
PREMIERE CANDY COMPANY,
an Indiana Corporation

ATTEST:

By: Robert J. Molnar
Title: Controller

By: James H. Forte
Title: President

GENUINE
AUTHORITY



CONTINENTAL BANK N.A.
(formerly known as Continental
Illinois National Bank and
Trust Company of Chicago),
a national banking association

ATTEST:
By: Marcia Glass
Title: Vice President

By: Sam L. Adams
Title: Vice President

EXHIBIT A

LEGAL DESCRIPTION:

Parcel 1: Part of the Southeast Quarter of the Southeast Quarter of Section 25, Township 37 North, Range 10 West of the 2nd P.M., and of the Northeast Quarter of the Northeast Quarter of Section 36, Township 37 North, Range 10 West of the 2nd P.M., being that part of Block "E" (now vacated) as marked and laid down on the recorded plat of Hoffman's Second Addition to the City of Hammond, Lake County, Indiana, as the same appears of record in Plat Book 1, page 98 in the Recorder's Office of Lake County, Indiana, and described as commencing at a point on the East line of Johnson Street, 400.20 feet South of the Northwest corner of said Block "E", thence Easterly on an angle of 90 degrees-13 minutes measured from South to East a distance of 188 feet, thence Southerly on a line parallel to and 188 feet East of said East line of Johnson Street, a distance of 332.16 feet to original center line of River Street (now vacated), thence Northwesterly on original center line of said vacated River Street, a distance of 255.18 feet to the East line of Johnson Street, thence North on the East line of Johnson Street, a distance of 255.18 feet, more or less, to the place of beginning.

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Parcel 2: A part of what is known as Blocks "D" and "E", in Hoffman's Second Addition to the City of Hammond (now vacated), as shown as follows: Commencing at the Northeast corner of said Block "D" and running thence West along the South line of Hoffman Street 173.85 feet; thence South 149.75 feet; thence West 6 feet; thence Southwesterly 100.60 feet; thence East 182.95 feet to the East line of said Block "D", which is 250.75 feet South of the South line of Hoffman Street; thence North along the Easterly line of said Block "D" to the place of beginning; also the West half of Torrence Avenue, now vacated, lying along the Easterly boundary line of said Block "D" extending from the South line of said above described tract to the said South line of Hoffman Street, excepting therefrom the right of way of the Baltimore & Ohio Chicago Terminal Railroad Company as established by Quit Claim Deed recorded April 5, 1920 in Deed Record 285, page 306; Also Commencing at a point on the South line of Hoffman Street which is 173.85 feet West of the Northeast corner of said Block "D", Hoffman's Second Addition; thence West on the South line of Hoffman Street 138.05 feet; thence South 151.5 feet; thence East .35 of a foot; thence South 100.04 feet; thence East 137.68 feet; thence North 100.6 feet; thence East 6 feet; thence North 149.75 feet to the place of beginning, being a part of the Southeast quarter of the Southeast quarter of Section 25, Township 37 North, Range 10 West of the 2nd P.M. and of the Northeast quarter of the Northeast quarter of Section 36, Township 37 North, Range 10 West of the 2nd P.M., in Lake County, Indiana.

Parcel 3: Part of the South East quarter of the South East quarter of Section twenty five (25) and part of the North East quarter of the North East quarter of Section thirty six (36), all in Township thirty seven (37) North, Range ten (10), West of the Second Principal Meridian, described as commencing at the Southeast corner of Hoffman and Johnson Streets, same being the Northwest corner of original Block "E" Hoffman's Second Addition and running thence South on the East line of Johnson Street, a distance of four hundred and twenty one hundredths (400.20) feet to a point; thence East at an angle of ninety (90) degrees thirteen (13) minutes measured South to East from the East line of Johnson Street, a distance of one hundred eighty eight (188.00) feet; thence South on a line parallel with and one hundred eighty eight (188.00) feet distance from the East line of Johnson Street, a distance of three hundred thirty two and fourteen one hundredths (332.14) feet to the center line of the original River Street, now vacated; thence Southeasterly on the original center line of River Street, now vacated a distance of three hundred twenty seven and seventy five one hundredths (327.75) feet; thence East at right angles to the original center line of Torrence Avenue, now vacated a distance of ninety and twenty four one hundredths (90.24) feet to the original center line of said vacated Torrence Avenue, thence North on the center line of Torrence Avenue, now vacated, a distance of six hundred four and twenty five one hundredths (604.25) feet to a point two hundred fifty and seventy five one hundredths (250.75) feet South of the South line of Hoffman Street; thence West a distance of three hundred seventy and sixty three one hundredths (370.63) feet; thence North one hundred and

forty one hundredths (100.40) feet; thence West thirty five one hundredths (0.35) of a foot; thence North one hundred fifty one and fifty one hundredths (151.50) feet to the South line of Hoffman Street; thence West on the South line of Hoffman Street, two hundred twenty and ten one hundredths (220.10) feet to the place of beginning, EXCEPTING therefrom that part of the following described railroad right of way which lies within boundaries of the West half of the vacated Torrence Avenue. "A strip of land thirty (30) feet wide across Blocks A and B of Hoffman's Second Addition to Hammond and across lot forty eight (48), F.S. Betz' Second Addition to Hammond and forty (40) feet wide along Torrence Avenue, vacated in the South East quarter of the South East quarter of Section twenty five (25), and the North East quarter of the North East quarter of Section thirty six (36), Township thirty seven (37) North Range ten (10) West of the Second Principal Meridian, said strip of land across Blocks A and B being fifteen (15) feet on each side of a line and along Torrence Avenue fifteen (15) feet on the Easterly and twenty five (25) feet on the Westerly side of said line which is described as follows: Beginning at a point in the center of the present track belonging to the Chicago Terminal Transfer Railroad Company located in Baltimore Avenue, formerly Florence Street, produced Southward, said point being two hundred sixty seven (267) feet North from the North line of Hoffman Street; thence Southwesterly by a curved line, tangent to said track convex to the Southeast having a radius of two hundred eight seven and nine tenths (287.9) feet, a distance of two hundred thirty one and twenty five one hundredths (231.25) feet; thence continuing Southwesterly in a straight line tangent to the last described curved line to a point which is forty one (41) feet East of the East line of Torrence Avenue produced; thence continuing Southwesterly and Southerly by a curved line tangent to last described straight line, convex to the Northwest, having a radius of two hundred eighty seven and nine tenths (287.9) feet, a distance of two hundred thirty four and fifty eight one hundredths (234.58) feet to a point in the center line of said Torrence Avenue; thence South along said center line of Torrence Avenue to a point which is two hundred fifty and forty five one hundredths (250.45) feet North from the intersection of said center line of Torrence Avenue with the Northerly line of the right of way of the Western Indiana Railway, (Elgin, Joliet and Eastern Railway Company) produced Westerly; thence Southeasterly by a curved line convex to the Southwest having a radius of two hundred eighty seven and nine tenths (287.9) feet, a distance of three hundred ninety two and forty one one hundredths (392.41) feet to a point which is fifteen (15) feet Northerly measured at right angles from said Northerly line of the right of way of the Western Indiana Railway Company; thence Easterly parallel with the said Northerly right of way line of the Western Indiana Railway Company to the West line of Galumet Avenue, LAKE COUNTY, INDIANA, and FURTHER EXCEPTING therefrom that part of the South East Quarter of the South East Quarter of Section 25 and that part of the North East Quarter of the North East Quarter of Section 36, Township 37 North, Range 10 West of the 2nd P.M., described as commencing at the South East corner of Hoffman and Johnson Streets, same being the North West Corner of original Block "E", Hoffman's Second Addition and running thence South on the East line of Johnson Street, a distance of 400.20 feet to a point; thence East at an angle of 90 degrees 13 minutes measured South to East from the said East line of Johnson Street, a distance of 188 feet; thence South on a line parallel with and 188 feet distant from the East line of Johnson Street, a distance of 332.14 feet to the center line of the original River Street, now vacated; thence South Easterly on the original center line of River Street, now vacated, a distance of 116.23 feet for a place of beginning; thence South Easterly on the original center line of River Street now vacated, a distance of 211.15 feet; thence East on a line which is at right angles to the original center line of Torrence Avenue now vacated, a distance of 90.24 feet to the original center line of said vacated Torrence Avenue; thence North on the center line of Torrence Avenue, now vacated, a distance of 473.95 feet; thence West on a line making an angle of 89 degrees 59 minutes with last described line a distance of 89.59 feet to the South East corner of a three story brick building; thence Northerly along the outer face of said three story brick building on a line making an angle of 89 degrees 59 minutes with last described line a distance of 66.88 feet to the Northernmost corner of the East face of said three story brick building; thence North Westerly along the outer face of said three-story brick building on a line making an angle of 114 degrees 18 minutes 20 seconds with last described line a distance of 83.63 feet to the Easternmost corner of the North face of said three story brick building; thence West along the outer face of said three story brick building on a line making an angle of 155 degrees 40 minutes 40 seconds with last described

line a distance of 120.10 feet to the North Westerly corner of said three story brick building; thence South along the outer face of said three story brick building on a line making an angle of 90 degrees 01 minute with last described line a distance of 101.33 feet to the Southwestern corner of said three story brick building; thence Southerly a distance of 394.49 feet to the place of beginning, excepting therefrom that part of the following described railroad right of way which lies within the boundaries of the West half of the vacated Torrence Avenue: A strip of land 30 feet wide across Blocks "A" and "B" of Hoffman's Second Addition to Hammond and across Lot 48, F. S. Betz' Second Addition to Hammond and 40 feet wide along Torrence Avenue, vacated in the South East Quarter of the South East Quarter of Section 25 and the North East Quarter of the North East Quarter of Section 36, Township 37 North, Range 10 West of the 2nd P.M., said strip of land across Blocks "A" and "B" being 15 feet on each side of a line and along Torrence Avenue 15 feet on the Easterly and 25 feet on the Westerly side of said line which is described as follows: Beginning at a point in the center of the present track belonging to the Chicago Terminal Transfer Railroad Company located in Baltimore Avenue, formerly Florence Street, produced Southward, said point being 267 feet North from the North line of Hoffman Street; thence South westerly by a curved line, tangent to said track, convex to the South East having a radius of 287.9 feet, a distance of 231.5 feet; thence continuing South Westerly in a straight line tangent to the last described curved line to a point which is 41 feet East of the East line of Torrence Avenue produced; thence continuing Southwesterly and Southerly by a curved line tangent to the last described straight line, convex to the North West, having a radius of 237.9 feet, a distance of 234.58 feet to a point in the center line of said Torrence Avenue; thence South along said center line of Torrence Avenue to a point which is 250.45 feet North from the intersection of said center line of Torrence Avenue with the Northerly line of the right of way of the Western Indiana Railway (Elgin, Joliet and Eastern Railway Company) produced Westerly; thence South Easterly by a curved line convex to the South West having a radius of 237.9 feet; a distance of 392.41 feet to a point which is 15 feet Northerly measured at right angles from said Northerly line of right of way of the Western Indiana Railway Company; thence Easterly parallel with the said Northerly right of way line of the Western Indiana Railway Company to the West line of Calumet Avenue, in Lake County, Indiana.



ACKNOWLEDGEMENT

STATE OF)
) SS:
COUNTY OF)

On this 5th day of August, 1991, before me, the undersigned officer, personally appeared Francis G. Foster, who acknowledged himself/herself to be the President of PREMIERE CANDY COMPANY, an Indiana corporation, and that as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as President.

IN WITNESS WHEREOF, I hereunto set my hand official seal.



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Melinda Wright
Notary Public

Commission Expires: 6-22-92



