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MORTGAGE

THIS MORTGAGE is made as of October 23, 1992, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually, but solely as Trustee ("Trustee") of Trust Agreement dated October 9, 1992, and known as Trust No. 116129-00 ("Land Trust") and S&B PARTNERS, an Illinois general partnership ("Beneficiary") (Trustee and Beneficiary are sometimes collectively "Borrower") in favor of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, an Illinois banking corporation ("Lender").

WITNESSETH:

Borrower has concurrently executed an Installment Note (the "Note") bearing even date herewith in the principal sum of Three Million Two Hundred Thousand Dollars (\$3,200,000), made payable to Lender, pursuant to which Borrower promises to pay said principal sum and interest at the rate and in the manner provided in the Note at the office of Lender in Chicago, Illinois, or at such other place as Lender or the holder of said Note may from time to time designate in writing.

Borrower and Lender have entered into a Loan Agreement of even date herewith (the "Loan Agreement"), providing for certain performances and obligations to be performed and incurred by Borrower and also providing for certain payment disbursements to be made by Lender, all of which disbursements and other costs and charges as described in the Loan Agreement are intended to be secured by this Mortgage for the benefit of Lender.

In order to secure the payment of any and all sums due under the Note and any and all extensions, renewals and modifications thereof, and to secure the performance and discharge of all of Borrower's obligations under the Loan Agreement and the other Loan Documents and the performance of the covenants and agreements herein contained, Borrower does hereby grant, transfer, assign, mortgage and convey unto Lender, its successors and assigns forever, the following described property, rights and interests (collectively the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the "Real Estate" (hereinafter defined) and not secondarily:

The real estate situated in the County of Cook and State of Illinois, legally described in Exhibit A attached hereto and made a part hereof (the "Real Estate").

TOGETHER, with all buildings and improvements of every nature whatsoever now or hereafter constructed upon the Real Estate or any part thereof (the "Improvements"), and all heretofore or hereafter vacated alleys and streets abutting the Real Estate, and together with all fixtures now or hereafter installed for use in the operation of the building or buildings now or hereafter constructed on the Real Estate, including, but not limited to, all lighting, heating, cooling, ventilating, air conditioning, plumbing, sprinkling, communicating and electrical systems, and the machinery, appliances, fixtures, and equipment pertaining thereto, all awnings, water heaters, incinerators and carpeting; and

TOGETHER, with all rents, issues, profits and leases thereof for so long and during all such times as Borrower, its successors and assigns may be entitled thereto, and all estates, rights, titles, interests, privileges, liberties,

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tenements, hereditaments, easements and appurtenances whatsoever, in any way now or hereafter relating or pertaining to the Real Estate.

TO HAVE AND TO HOLD the Premises, unto Lender, its successors and assigns, forever, for the purpose and uses set forth herein.

BORROWER DOES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Payment of Principal and Interest. Borrower shall pay the principal and interest due under the Note in accordance with the terms and provisions thereof, and shall timely pay to Lender all other amounts due pursuant to the other Loan Documents.

2. Preservation and Maintenance of Property. Borrower will abstain from and will not permit the commission of waste on the Premises and will keep the buildings, improvements, fixtures and equipment now or hereafter thereon in good repair and will make replacements thereto as and when the same become necessary. Borrower shall promptly notify Lender in writing of the occurrence of any material loss or damage to the Premises. Except as otherwise provided in the Loan Agreement, Borrower shall not materially alter or make material additions to the buildings, improvements, or fixtures now or hereafter upon the Premises, or remove the same therefrom, or permit any tenant or other person to do so, without the prior written consent of Lender, which consent shall not be unreasonably withheld. Borrower will not permit any portion of the Premises to be used for any unlawful purposes. Borrower covenants and agrees that in the ownership, operation and management of the premises Borrower will observe and comply with all applicable federal, state and local statutes, ordinances, regulations, orders and restrictions, including, without limitation, all zoning, building code and environmental protection statutes, ordinances, regulations, orders and restrictions. Lender shall have the right at any time, and from time to time during normal business hours, to enter the Premises for the purpose of inspecting the same.

3. Hazard Insurance. Borrower shall keep the Premises insured against loss or damage by fire and the perils covered by extended coverage insurance in an amount not less than the unpaid principal balance due to Lender pursuant to the Loan Documents. Borrower shall also provide liability insurance with such limits for personal injury and death and property damage as Lender may, from time to time, reasonably require. All policies of insurance to be furnished hereunder shall be in form and content, and with insurer or insurers reasonably satisfactory to Lender, with a Standard Mortgage Clause and Lenders Loss Payable Clause attached to all policies in favor of, and in form and content reasonably satisfactory to Lender. The policies of all such insurance and all renewals thereof, together with the receipt evidencing payment in full of the premium thereon, shall be deposited with Lender and shall contain provision for thirty (30) days' written notice to Lender prior to any cancellation thereof. In the event of loss or damage, the proceeds of said insurance shall, after deducting the costs of collection thereof, if any, make the insurance proceeds available to Borrower for repair and restoration, provided that: (a) the proceeds are deposited with Lender; (b) there is no default under the terms of the Note, Mortgage, or any of the other Loan Documents; (c) the insurance carrier does not deny liability to a named insured; (d) Lender shall be furnished with an estimate of the costs of restoration accompanied by an architect's certification as to such costs and appropriate plans and specifications; (e) if the

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estimated costs of reconstruction shall exceed the proceeds available Borrower shall furnish a bond of completion or such other evidence satisfactory to Lender of Borrower's ability to meet such excess costs and; (f) disbursement of the Loan proceeds are made in accordance with and as provided by the Loan Agreement. The building and improvements so restored or rebuilt are to be of at least equal value and of substantially the same character as prior to the damage or destruction. In all other cases the proceeds of the loss under any policy shall be paid over to Lender in repayment of the debt secured hereby.

4. Charges; Liens. Borrower shall pay when due all taxes, assessments and charges of every kind and nature that may be levied or assessed against the Premises, and shall promptly deliver to mortgagee receipts showing payment thereof. Borrower shall pay when due all taxes and assessments that may be levied upon or on account of this Mortgage or the indebtedness secured hereby or upon the interest or estate in the Premises created or represented by this Mortgage whether levied against Borrower or otherwise. In the event payment by Borrower of any tax referred to in the foregoing sentence would either be unlawful if made or would result in the payment of interest in excess of the rate permitted by law then Borrower shall have no obligation to pay the portion of such tax which would result in such excess payment.

5. Funds for Taxes and Insurance. If required by Lender, Borrower shall pay to Lender, at the times provided in the Note for payment of installments of principal and interest, and in addition thereto, installments of taxes and assessments to be levied upon the Premises, and installments of the premiums that will become due and payable to renew the insurance hereinabove provided; said installments to be substantially equal and to be in such amount as will assure to Lender that not less than thirty (30) days before the time when such taxes and premiums respectively become due, Borrower will have paid to Lender a sufficient amount to pay such taxes and premiums in full. Said amounts paid to Lender hereunder need not be segregated or kept in a separate fund and no interest shall accrue or be payable thereon. Said amounts shall be held by Lender as additional security for the indebtedness secured hereby. Said amount shall be applied by Lender to the payment of said taxes, assessments and insurance premiums when the same become due and payable; provided, however, that Lender shall have no liability for any failure to so apply said amounts for any reason whatsoever. Nothing herein contained shall in any manner limit the obligation of Borrower to pay taxes and to maintain insurance as above provided. In the event of any default by Borrower under the Mortgage or any of the other Loan Documents, Lender may, at its option but without any obligation on its part so to do, apply said amount upon said taxes, assessments and insurance premiums, and/or toward the payment of any amounts payable by Borrower to Lender under the Mortgage and/or toward the payment of the indebtedness secured hereby or any portion thereof, whether or not then due or payable. Lender shall not require payments hereunder so long as Borrower makes timely payment of taxes and insurance and provides Lender with evidence of same.

6. Protection of Lender's Security. If default be made in the payment of any of the aforesaid taxes or assessments or in making repairs or replacements or in procuring and maintaining insurance and paying the premiums therefor, or in keeping or performing any other covenant of Borrower herein, Lender may, at its option and without any obligation on its part so to do, pay

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said taxes and assessments, make such repairs and replacements, effect such insurance, pay such premiums, and perform any other covenant of Borrower herein. All amounts expended by Lender hereunder shall be secured hereby and shall be due and payable by Borrower to Lender forthwith on demand with interest thereon at the rate applicable under the Note from the date of such expenditure.

7. Reimbursement for Lender's Legal Expense. In the event that Lender is made a party to any suit or proceedings by reason of the interest of Lender in the Premises, Borrower shall reimburse Lender for all costs and expenses, including reasonable attorneys' and paralegals' fees, incurred by Lender in connection therewith, whether or not said proceeding or suit ever goes to trial. All amounts incurred by Lender hereunder shall be secured hereby and shall be due and payable by Borrower to Lender forthwith on demand with interest thereon at the rate applicable under the Note from the date of such expenditure.

8. Waiver of Homestead; Waiver of Redemption. To the fullest extent permitted by law, Borrower hereby waives and releases any and all rights and benefits under and by virtue of the Homestead Exemption Laws of Illinois and all other exemption laws, moratorium laws or other laws limiting the enforcement hereof. BORROWER WAIVES ANY AND ALL RIGHTS OF REDEMPTION UNDER ANY JUDGMENT OF FORECLOSURE OF THIS MORTGAGE, AND ANY REDEMPTION RIGHTS GRANTED BY THE "ILLINOIS MORTGAGE FORECLOSURE LAW" ("IMFL"), ON BEHALF OF BORROWER, THE LAND TRUST AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE. Further, to the fullest extent permitted by law, Borrower hereby waives the benefit of all appraisal, valuation, stay or extension laws, and any reinstatement rights, including, without limitation, as provided under Section 15-1602 of the IMFL, now or hereafter in force, and all rights of marshalling in the event of any sale hereunder of the Premises or any part thereof or any interest therein. Borrower does further represent that it has been and is authorized and empowered by the trust instrument and by all persons having a power of direction over it, as such trustee, to execute the foregoing waivers.

9. Condemnation and Eminent Domain. Any and all awards hereafter made or to be made to the present and all subsequent owners of the Premises by any governmental or other lawful authority for taking, by condemnation or eminent domain, the whole or any part of the Premises (including any award from the United States at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof) are hereby assigned by Borrower to Lender, which award Lender is hereby authorized to collect and receive from the condemnation authorities, and Lender is hereby authorized to give appropriate receipts and acquittances therefor, and Lender shall use or apply the proceeds of such award or awards in the same manner as is set forth in Paragraph 3 hereof with regard to insurance proceeds received subsequent to a fire or other casualty to the Premises. Borrower covenants and agrees that Borrower will give Lender immediate notice of the actual or threatened commencement of any such proceedings under condemnation or eminent domain, affecting all or any part of the Premises, and will deliver to Lender copies of any and all papers served in connection with any such proceedings. Borrower further covenants and agrees

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to make, execute, and deliver to Lender, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Lender for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Borrower for any taking, either permanent or temporary, under any such proceeding. At Lender's option, any such award may be applied to restoring the improvements upon the same terms and conditions provided with respect to insurance proceeds in Paragraph 3 hereof. Notwithstanding any provision herein to the contrary, in the event of any damage or taking as therein described by eminent domain of less than the entire Premises, it is hereby agreed that Lender shall make available the proceeds of any award received in connection with and in compensation for any such damage or taking for the purpose of rebuilding and restoring so much of the Premises affected hereby, subject to the following conditions: (a) that Borrower is not then in default under any of the terms, covenants and conditions hereof; (b) that all then existing leases affected in any way by such damage or taking shall continue in full force and effect without reduction or abatement of rent (except during the period of untenability); (c) that Lender shall first be given satisfactory proof that the Premises have been fully restored or that by the expenditure of such money will be fully restored, free and clear of all liens, except as to the lien of this Mortgage; (d) that in the event such award shall be insufficient to restore or rebuild the Premises, Borrower shall deposit promptly with Lender such sums as which, together with the award proceeds, shall be sufficient to restore and rebuild the Premises; (e) that in the event Borrower shall fail within a reasonable time, subject to delays beyond its control, to restore or rebuild said improvements, Lender, at its option, may restore or rebuild said improvements for or on behalf of Borrower and for such purpose may do all necessary acts including using said funds deposited by Borrower as aforesaid; (f) that the excess of said award not necessary for completing such restoration shall be applied as hereinafter provided as a credit upon any portion, as selected by Lender, of the indebtedness secured hereby. In the event any of said conditions are not or cannot be satisfied, then the alternate disposition of such award as provided for in this Paragraph 9 shall again become applicable. Under no circumstances shall Lender become personally liable for the fulfillment of the terms, covenants, and conditions contained in any leases of the Premises nor shall it be obligated to take any action to restore the Premises.

10. Acceleration of Indebtedness in Event of Default. Each of the following shall constitute an "Event of Default" for purposes of this Mortgage:

A. Failure of Borrower to observe or timely perform in any material respect any covenant, agreement or obligation to be performed by Borrower pursuant to this Agreement or any of the other Loan Documents or the breach of any representation or warranty contained in this Agreement or any other Loan Document; provided, however, that such act or omission shall not be deemed an Event of Default if Borrower cures such defect within five (5) days after notice from Lender in the case of monetary default, and Borrower initiates action to cure such defects within thirty (30) days after notice from Lender and diligently performs such acts as are necessary to effectuate such cure in the case of non-monetary defaults.

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B. The bankruptcy or insolvency of Borrower; provided, however, that in the event a petition for involuntary bankruptcy is filed against Borrower, such petition shall not be deemed an Event of Default if Borrower initiates action to cause such petition to be dismissed within thirty (30) days after notice from Lender and diligently performs such acts as are necessary to effectuate such dismissal.

C. The sale, transfer or assignment of any interest in the Premises or the Improvements by Borrower, Rollex Corporation or the Land Trust, hypothecation of the beneficial interest in Borrower or the subletting or assignment of the Lease, or the existence of further encumbrances on the Premises, without the express written consent of Lender.

D. The abandonment of the Premises and the Improvements by Borrower for a period of twenty (20) days, except where such abandonment is caused by floods, civil commotion, riots, or governmental action which Borrower is diligently proceeding to correct.

E. Failure of Borrower to promptly discharge, within thirty (30) business days after notification of any such filing, any mechanic's lien or other lien or cloud, filed against the Premises or the failure to post sufficient indemnity or surety with Lender, satisfactory to Lender to insure against loss caused by any such lien or cloud.

F. Failure to comply with any code, law, ordinance, or regulation relating to the Premises or the Improvements or the failure to properly correct, upon notice from any governmental agency, any deficiency in construction, which failure, in the reasonable opinion of Lender will jeopardize the security of its first mortgage lien upon the Premises; provided, however, that such act or omission shall not be deemed an Event of Default if Borrower initiates action to cure such defect within fifteen (15) days after notice from Lender and diligently performs such acts as are necessary to effectuate such cure.

G. The issuance or delivery to Lender of any materially false or misleading information by Borrower or any agent of Borrower in connection with the Premises or the Improvements.

H. Material default by Borrower or Rollex under any term, condition or covenant under the Lease or any other leases affecting the Premises or the Improvements; provided, however, that such act or omission shall not be deemed an Event of Default if Borrower cures such defect within fifteen (15) days after notice from Lender.

I. Failure to timely pay when due any sum due to be paid by Borrower pursuant to any of the Loan Documents; provided, however, that such act or omission shall not be deemed an Event of Default if Borrower cures such defect within five (5) days after notice from Lender.

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J. Failure to pay the Loan in full on or before the Maturity Date.

K. An "Event of Default" shall have occurred under any other Loan Document and such event shall not have been cured within any applicable cure period provided therein.

Upon the occurrence of any Event of Default, the entire indebtedness secured hereby shall, at the option of Lender after notice as hereinafter provided, become immediately due and payable, and, thereupon, or at any time during the existence of any such default, Lender may proceed to foreclose this Mortgage by judicial proceedings according to the statutes in such case provided, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. Lender shall additionally have the right to file an action at law on the Note and any other remedy provided by law, which remedies shall be concurrent and may be pursued simultaneously.

11. Foreclosure. In addition to any other right or remedy which Lender may now or hereafter have, at law or in equity, Lender shall have the right and power (a) to foreclose this Mortgage by legal action, as provided by Illinois statute and the rules of practice relating thereto, and this paragraph shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules, and any amendment thereto; and (b) to enter upon and take possession of the Premises with the irrevocable consent of Borrower as given and evidenced by its execution of this instrument, and as Lender in possession, let the Premises, and receive all the rents, issues and profits thereof, which are overdue, due or to become due, and to apply the same, after the payment of all charges and expenses deemed by Lender to be necessary, on account of the indebtedness secured hereby, Borrower for itself and any subsequent owner of the Premises hereby agreeing to pay to Lender in advance a reasonable rent for the Premises occupied by it, and in default of so doing hereby agrees that it may be dispossessed by the usual legal proceeding available against any defaulting tenant of real estate and further agreeing to permit any action to be brought in its name to dispossess any tenant defaulting in the payment of rent to Lender or violating the terms of its occupancy, which right and power are effective and may be enforced either with or without any action to foreclose this Mortgage.

12. Application of Proceeds of Foreclosure. Upon a foreclosure sale of the Premises or any part thereof, the proceeds of such sale shall be applied in the following order:

A. to the payment of all Lender's costs of the suit of foreclosure, including reasonable attorneys and paralegals' fees and the costs of title searches and abstracts;

B. to the payment of all other expenses of Lender, including all sums expended by Lender and all other amounts payable by Borrower to Lender hereunder, with interest thereon;

C. to the payment of the principal and interest of the indebtedness secured hereby; and

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D. to the payment of the surplus, if any, to Borrower or to whosoever shall be entitled thereto.

13. Appointment of Receiver. Upon or at any time after the filing of any bill, complaint or petition to foreclose this Mortgage, the court may, upon application of Lender, place the mortgagee in possession or appoint a receiver of the Premises. Such appointment may be made either before or after the sale, without notice, and without regard to the solvency or insolvency, at the time of application for appointment, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not, and without bond being required of the applicant. Such receiver or mortgagee in possession to the extent permitted by law shall have the power to take possession, control, and care of the Premises, and to collect the rent, issues and profits of the Premises during the pendency of such foreclosure, and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Borrower, its successors and assigns, except for the intervention of such mortgagee in possession or receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises, during the whole of said period. The court from time to time may authorize such mortgagee in possession or receiver to apply the net income from the Premises in payment in whole or in part of: (a) the costs of management of the Premises and collection of rents, including but not limited to the fees of the receiver or mortgagee in possession, premiums or receiver's bonds and reasonable attorneys' fees; (b) the indebtedness secured hereby or of any judgment foreclosing this Mortgage or any tax, special assessment, or other lien which may be or become superior to the lien hereof, or of such judgment, provided such application is made prior to foreclosure sale; and (c) the deficiency in case of sale and deficiency. Any such proceeding shall not prevent or retard the collection of said indebtedness by foreclosure or otherwise.

14. Lender's Right of Possession in Case of Default. In any case in which, under the provisions of this Mortgage, Lender has a right to institute foreclosure proceedings whether or not the entire principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, upon demand of Lender, Borrower shall immediately surrender to Lender and Lender shall be entitled to take actual possession of the Premises, or any part thereof, personally or by its agent or attorneys, and Lender in its discretion may enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers, and accounts of Borrower to the then owner of the Premises relating thereto, and may exclude Borrower, its agents or servants, wholly therefrom and may, as attorney-in-fact or agent of Borrower, or in its own name as Lender and under the powers herein granted: (a) hold, operate, manage, and control the Premises and conduct the business, if any, thereon, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises including actions for recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and

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authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Borrower; (b) cancel or terminate any lease or sublease of the Premises for any cause or on any ground which would entitle Borrower to cancel the same; (c) elect or disaffirm any lease or sublease of the Premises made subsequent to this Mortgage or subordinated to the lien hereof; (d) extend or modify any then existing leases of the Premises and make new leases therefor, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Borrower and all persons whose interests in the Premises are subject to the lien hereof and to shall binding also upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser; (e) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the Premises which Lender, in its reasonable discretion, deems appropriate; (f) to insure and reinsure the Premises against all risks incidental to Lender's possession, operation, and management thereof; and (g) to receive all avails, rents, issues, and profits. In the event of a conflict between the provisions of this Paragraph 14 and the Assignment of Rents and Leases dated of even date herewith, the provisions of the Assignment of Rents and Leases shall govern.

15. Application of Income Received by Lender. Any avails, rents, issues and profits of the Premises received by Lender after having possession of the Premises, or pursuant to any assignment thereof to Lender under the provisions of this Mortgage or the Assignment of Rents and Leases, shall be applied in payment of or on account of the following, in such order as Lender (or in case of a receivership, as the court) may determine in its reasonable judgment:

A. to the payment of the operating expenses of the Premises, including reasonable compensation to Lender or the receiver and its agent or agents, if management of the Premises has been delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, established claims for damages, if any, and premiums on insurance hereinabove authorized;

B. to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the Premises, or which may become a lien prior to the lien of this Mortgage;

C. to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, to place said property in such condition as will, in the reasonable judgment of Lender or receiver, make it readily rentable;

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D. to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale; and

E. any remaining funds to Borrower, its successors, or assigns, as their rights may appear.

16. Remedies Cumulative. Each and every of the rights, remedies and benefits provided to Lender herein shall be cumulative and shall not be exclusive of any other of said rights, remedies or benefits, or of any other rights, remedies, or benefits allowed by law. Any waiver by Lender of any default shall not constitute a waiver of any similar or other default.

17. Severability. Nothing contained herein or in any of the other Loan Documents or any transaction related thereto, shall be construed or shall so operate either presently or prospectively, (a) to require Borrower to pay interest at a rate greater than is lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate, or (b) to require Lender to make any payment or do any act contrary to law, and if any clause or provision herein contained shall otherwise so operate to invalidate this Mortgage, in whole or in part, then such clauses and provisions only shall be held for naught as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect, and Lender shall be given a reasonable time to correct any error.

18. Partial Releases. Lender, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens, may release any part of the Premises or any person liable for any indebtedness secured hereby, without in any way affecting the liability of any party to the Note and this Mortgage or any other security given for the indebtedness secured hereby and without in any way affecting the priority of the lien of this Mortgage and may agree with any party obligated on said indebtedness herein to extend the time for payment of any part or all of the indebtedness secured hereby. Such agreement shall not, in any way, release or impair the lien created by this Mortgage, or reduce or modify the liability, of any person or entity personally obligated for the indebtedness secured hereby, but Lender shall be permitted hereunder to extend the lien hereof against the title to all parties having any interest in said security which interest is subject to the indebtedness secured by this Mortgage.

19. ENVIRONMENTAL MATTERS.

A. Except as may be set forth in the Phase I Assessment, Borrower hereby represents and warrants to Lender that Borrower has no reason to know of the presence of any hazardous or toxic substances or wastes, solid waste or any petroleum product on, under or in the Premises. Borrower hereby represents and warrants to Lender that Borrower has performed or has caused to be performed all appropriate inquiry into the previous ownership and uses of the Premises consistent with good commercial or customary practice as is required to satisfy the innocent purchaser provisions of Section 601 of the Comprehensive Environmental Responses Compensation and Liability Act of 1980 as now or hereafter amended. Borrower hereby represents and warrants to Lender that Borrower, has no contractual relationship with any

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person or entity with respect to the transportation, storage or disposal of any hazardous substance to or from the Premises.

B. Except as may be set forth in the Phase I Assessment, Borrower hereby represents and warrants to Lender that Borrower nor any of its affiliates nor any other person or entity, has ever caused or permitted any Hazardous Substance or petroleum product to be used, created, treated, transferred, stored, released, placed, held, located or disposed of on, under or in the Premises or any part thereof, and that the Premises has never been used by Borrower or any of its affiliates, or by any other person or entity, as a temporary or permanent facility for the processing, disposal or storage site for any Hazardous Substance. "Hazardous Substance" means any solid waste, any hazardous or toxic substance or waste or any material defined as hazardous in or for purposes of the Comprehensive Environmental Responses Compensation and Liability Act ("CERCLA"), the Toxic Substance Control Act, ("TSOA"), the Resource Conservation and Recovery Act, ("RCRA"), the Solid Waste Disposal Act ("SWDA"), any so-called "Superfund" or "Superilen" law, any environmental law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards on conduct concerning any solid waste, any hazardous or toxic substance, or material or waste or any petroleum product as now or at any time hereafter in effect.

C. Without limitation on any other provision hereof, Borrower hereby agrees to defend, indemnify and hold Lender harmless from and against any and all losses, liabilities, damages, injuries, costs, attorney's fees, testing costs, sampling costs, investigation costs, experts fees, expenses and claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any of the following: CERCLA, RCRA, CWA, SWDA, CWA, any so-called "Superfund" or "Superilen" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to, or imposing liability or establishing standards of conduct concerning any Hazardous Substances or petroleum product (collectively, "Environmental Laws") paid, incurred, suffered by or asserted against Lender as a direct or indirect result of any of the following regardless of whether or not caused by, or within the control of, Lender: (1) the transportation, use, storage, disposal or presence of any Hazardous Substance on, in or under the Premises, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release of any Hazardous Substance from or to (1) the Premises or any part thereof, or (2) any other real property in which Borrower holds any estate or interest whatsoever, including, without limitation, any property owned by a land trust the beneficial interest in which is owned, in whole or in part, by the Beneficiary or any of the partners of Beneficiary, or (3) any liens against the Premises permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligations of Borrower under any Environmental Laws, or (iii) any actual or asserted liability or

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obligations of Borrower under any Environmental Law relating to the Premises, or (iv) any liability associated with the breach of any of the warranties and representations made herein.

D. Borrower hereby represents and warrants to Lender that the Premises does not now and has never contained any facility or facilities which are subject to the reporting requirements under the Emergency Response and Community Right-to-Know Act of 1986, as now or hereafter amended or any facility or facilities required to be registered as an underground storage tank under the Illinois Underground Storage Tank Program, as now or hereafter amended by any Environmental Laws.

E. Borrower, after diligent inquiry, hereby represents and warrants to Lender that Borrower has no knowledge of any federal, state or local enforcement action under any Environmental Law pending or completed with respect to any facility located on the Premises or any present or prior owner or operation of the Premises or any facility located therein; there are no outstanding administrative orders under any Environmental Law applicable to any present or prior owners or operators of the Premises or facilities located on any part of the Premises; no present or prior owner or operator of the Premises or a facility located on any part of the Premises has entered into any consent decree or administrative consent decree under any Environmental Laws with respect to the Premises or a facility located on any part of the Premises or any Hazardous Substance on, in or under the Premises; no present or prior owner or operator of the Premises or any facility located on any part of the Premises has received any notice of violation, notice, request for information, notice and demand letter or administrative inquiry from any governmental or quasigovernmental entity concerning environmental practices at the Premises or any facility on any part of the Premises.

20. Warrant and Defense of Title. At the time of the execution and delivery of this instrument, Borrower is truly seized of the Premises in fee simple, free of all liens and encumbrances whatsoever, and will forever defend the same against any and all claims whatever, and the lien created hereby is and will be kept a first lien upon the Premises and every part thereof. Borrower shall pay when due all water charges, sewer service charges and all other amounts which might become a lien upon the Premises prior to this Mortgage and shall, upon written request, furnish to Lender duplicate receipts therefor.

21. Transfer of Property. If all or any part of the Premises or, in the event the Premises is held in a land trust, the beneficial interest of the trust holding title thereto is sold, transferred, conveyed, assigned or alienated, which shall include the execution of any form of installment agreement for deed or beneficial interest, by Borrower or the beneficiaries without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

22. Notices. All notices, demands and communications required or desired to be given in connection herewith shall be in writing and shall be deemed to have been duly given on the date received if delivered personally or

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on the third day after mailing if sent by certified or registered mail, return receipt requested, postage pre-paid and addressed as follows:

A. If to Borrower, then to:

American National Bank and Trust Company
of Chicago
Land Trust Department
33 North LaSalle Street
Chicago, Illinois 60690
Attn: Trust No. 116129-00

S&B Partners
2001 Lunt Avenue
Elk Grove Village, IL 60007
Attn: Mr. Bruce Stevens or
Mr. James Brittingham

with a copy to:

Schwartz & Freeman
401 North Michigan Avenue
Suite 1900
Chicago, IL 60611
Attn: Mr. Donald K. Basta

B. If to Lender, then to:

American National Bank & Trust
Company of Chicago
Commercial Lending Department
33 North LaSalle Street
Chicago, IL 60602
Attn: Mr. Douglas P. Sutton, Vice President

with a copy to:

Levin & Ginsburg, Ltd.
180 N. LaSalle Street
Suite 2210
Chicago, IL 60601
Attn: Robert S. Levin, Esq. (#307416)

23. Construction. This Mortgage shall be construed in accordance with the laws of the State of Illinois.

A. Time is of the essence of this Mortgage, it being understood that delays by Borrower in the performance hereunder may cause substantial damage to Lender.

B. No waiver by Lender of any breach by Borrower hereunder shall be construed as a waiver of any subsequent breach hereunder.

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C. The "Paragraphs" and "Subparagraphs" referred to in this Mortgage are the numbered Paragraphs and Subparagraphs of this Mortgage, unless another Instrument is clearly referred to. The captions of the various Paragraphs and Subparagraphs herein are for convenience only, and are not to be construed as part of this Mortgage or as defining or limiting in any way the scope or intent of any provision hereof. The words "including" or "include" shall generally mean "including, but not limited to" the circumstances or incident following such words, unless the context clearly requires a different interpretation.

D. Borrower represents and warrants to Lender that there are no brokerage commissions or fees of any nature due with respect to the Loan.

E. If Borrower has deposited or shall hereafter deposit any funds over and above the proceeds of this Loan, Lender's sole responsibility with respect to the disbursement of such funds shall be to follow the same procedures as are normally followed by Lender in the disbursement of its own funds, and Lender shall have no responsibility beyond the exercise of good faith.

F. Whenever provision is made herein for the "approval" or "consent" of Lender, or that any matter be to Lender's satisfaction, unless specifically stated to the contrary, such approval or consent shall be made by Lender in its reasonable sole discretion and determination.

G. So long as this Mortgage remains in effect, upon request of Lender, Beneficiary will promptly: (1) supply Lender with such information concerning its affairs as Lender may reasonably request from time to time hereafter; (2) notify Lender of any condition or event which constitutes an Event of Default; (3) permit Lender or any of Lender's agents or representatives to have access to and to examine all of its books and records regarding the Improvements or the Premises at any time or times hereafter during business hours; and (4) permit Lender to copy and make abstracts from any and all of said books and records, which information will be kept confidential by Lender, except to the extent necessary to comply with any federal, state or local laws, rules or regulations.

H. All of the covenants and conditions hereof shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of Borrower and Lender, respectively, and all persons claiming through or under them.

I. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee on behalf of Borrower, while in form purporting to be the warranties, indemnities, representations, covenants and undertakings of the Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities,

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representations, covenants, undertakings and agreements by the Trustee or for the purpose of or with the intention of binding the Trustee personally, but are made and intended for the purpose of binding only the Premises described herein, and this instrument is executed and delivered by the Trustee not in its own right, but solely in the exercise of the powers conferred upon it as Trustee; and that no personal liability or personal responsibility is assumed by nor shall it at any time be asserted or enforceable against the Trustee on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

J. Unless otherwise defined in this Mortgage, the capitalized terms used herein shall have the same meaning as may be set forth in the Loan Agreement.

K. This Mortgage may be executed in multiple counterparts, each of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, this Mortgage was executed by Borrower as of the day and year first set forth above.

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, not
individually, but solely as Trustee
under Trust Agreement dated
October 9, 1992, and known as
Trust No. 116129-00

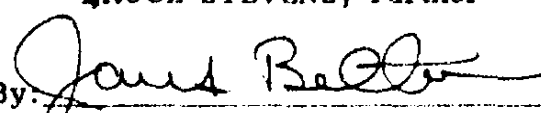
By:  _____

Title: _____

S&B PARTNERS, an Illinois General
Partnership

By:  _____

BRUCE STEVENS, Partner

By:  _____

JAMES BRITTINGHAM, Partner

Being all the partners of S&B
PARTNERS

0-2-82 10

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Legal Description

LOTS 42, 43 AND 44 IN CENTEX INDUSTRIAL PARK UNIT NUMBER 6, BEING A SUBDIVISION IN SECTIONS 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

P. I. N. 08-35-102-016
08-35-102-017
08-35-102-018

2121 Touhy Avenue,
Elk Grove Village, I. Illinois

08-35-102-018

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Return to:

LEVIN & GINSBURG LTD. (1111)
180 N. LaSalle, Suite 2210
Chicago, Illinois 60601
ATTN: J. FERGUSON

Property of Cook County Clerk's Office

8-29-70

U. 1111-111