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ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS:

FOR VALUE RECEIVED, the undersigned, LaSalle National Trust, N. A., a national banking association, not individually but solely as Trustee under Trust Agreement dated February 20, 1992 and known as Trust No. 116670 ("Borrower" or "Assignor", hereby grants, assigns, transfers and sets over unto THE PHILIPSBORN COMPANY, a Delaware corporation, its successors and assigns ("Secured Party", a) all of the rents, issues, profits and income whatsoever arising from or which may be had under any leases or tenancies the "Leases" now existing or which may be hereafter created and under any extensions or renewals thereof on all or any part of the real estate situated in the City of Elgin, County of Cook, State of Illinois, described in Exhibit A attached hereto and by this reference made a part hereof, and the buildings and improvements now or hereafter located thereon, said real estate, buildings and improvements being hereinafter together called the "premises", (b) all right, title and interest of Assignor in and to all Leases, and (c) all guaranties, amendments, replacements, extensions, and renewals of the Leases and any of them, as additional collateral security for (i) the payment of the indebtednesses secured by the Mortgage and Security Agreement of even date herewith executed by Assignor for the benefit of Secured Party and recorded by the Recorder of Deed of Cook County, Illinois said document, as the same may be amended, modified or supplemented from time to time hereafter, is herein called the "Mortgage", including without limitation, the indebtednesses now or hereafter evidenced by a Mortgage Note (as defined in the Mortgage) in the principal amount of Eight Hundred Fifty Thousand Dollars (\$850,000), and (ii) the performance of all of the covenants, warranties, representations, terms and conditions of the Mortgage and all other documents securing said indebtedness.

As used hereinafter, the term "Mortgage Documents" shall mean the Mortgage Note, the Mortgage, this Assignment of Rents and Leases, and each other document securing the indebtednesses evidenced by the Mortgage Note, as each of the foregoing may from time to time be amended, modified or supplemented or any instrument issued in substitution or exchange therefor or for such substituted or exchanged instrument.

Assignor will observe and perform all covenants, conditions, and agreements in any Lease or in any assignment in fact given by Assignor to Secured Party of any particular Lease on the part of the Assignor or the landlord to be observed and performed thereunder. Assignor will not, without the prior written consent of Secured Party, (a) accept any payment of rent or installments of rent including, without limitation, security deposits) for more than one (1) month in advance, (b) amend, cancel, abridge,

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terminate, or modify any Lease, (c) take action or exercise any right or option which would permit the tenant under any Lease to cancel or terminate said Lease, or (d) permit any Lease to be or become subordinate to any lien other than the lien of the Mortgage or any lien to which the Mortgage is now or may pursuant to its terms become subordinate. As used in this Assignment of Rents and Leases, the terms "Lease" and "Leases" shall include, without limitation, all agreements for the management, maintenance, or operation of any part of the premises.

It is agreed that Assignor shall be entitled to collect and retain the rents, issues and profits of and from the premises or any part thereof unless an Event of Default, as defined in the Mortgage, occurs and is continuing. In the event such an Event of Default shall have occurred and be continuing, Secured Party shall be entitled forthwith without any notice whatsoever to Assignor to take possession and control of the premises and shall have the sole and exclusive right and authority to manage and operate the same, to collect the rents, issues, profits and income therefrom, with full power to employ agents to manage the premises, and to do all acts relating to such management, including, but not limited to, negotiation of new leases thereon, making adjustments of existing Leases, contracting and paying for such repairs and replacements to the buildings and fixtures, equipment and personal property located therein and used in any way in the operation, use and occupancy of the premises as in the sole judgment and discretion of Secured Party may be necessary to maintain the same in a tenable condition, purchasing and paying for such additional furniture and equipment as in the sole judgment of Secured Party may be necessary to maintain a proper rental income from the premises, employing necessary maintenance employees, purchasing fuel, providing utilities and paying for all other necessary expenses incurred in the operation of the premises, maintaining adequate insurance coverage over hazards customarily insured against and paying the premiums therefor, and applying the net rents, issues, profits and income so collected from the premises, after deducting the costs of collection thereof, which shall include a reasonable management fee for any management agent so employed, against the amount expended for repairs, upkeep, maintenance service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as it may be necessary or desirable to incur, in the sole discretion of Secured Party, in connection with the operation of the premises, and against interest, principal or other charges which have or which may become due, from time to time, under the terms of the Mortgage Documents.

In the event such an Event of Default shall have occurred and be continuing, Assignor agrees to endorse and deliver to Secured Party, all then existing Leases. Without limiting the provisions of the immediately preceding sentence, and whether or not Assignor endorses and/or delivers said Leases to Secured Party, as aforesaid, this Assignment of Rents and Leases shall be deemed to be an assignment of all such Leases to Secured Party.

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The provisions hereof shall not limit the effect of any assignments of particular Leases in fact given to Secured Party by Assignor.

It is further understood that this Assignment of Rents and Leases shall not operate to place responsibility for the control, care, management or repair of the premises upon Secured Party, nor for the performance of any of the terms and conditions of any Leases assigned hereunder, nor shall it operate to make Secured Party responsible or liable for any waste committed on the premises by the tenants or any other party or for any dangerous or defective condition of the premises or for any negligence in the management, upkeep, repair or control of the premises resulting in loss or injury to any tenant, invitee, licensee, employee or stranger.

The acceptance of this Assignment of Rents and Leases and the collection of the rents hereby assigned in the event of an Event of Default, as referred to above, shall be without prejudice to and shall not constitute a waiver on the part of Secured Party of any of Secured Party's rights or remedies under the terms and conditions of the Mortgage Documents, at law or in equity, or otherwise.

Assignor hereby assigns to Secured Party (a) any award or other payment which Assignor may hereafter become entitled to receive with respect to a Lease as a result of or pursuant to any bankruptcy, insolvency, or reorganization or similar proceedings involving the tenant under such Lease and (b) any and all payments made by or on behalf of any tenant of any part of the premises in lieu of rent. Assignor hereby irrevocably appoints Secured Party as its attorney to appear in any such proceeding and/or to collect any such award or payment.

Secured Party may, at its option, notify any tenants or other parties of the existence of this Assignment of Rents and Leases.

The remedies of Secured Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of Secured Party so long as any obligation under the Mortgage Documents remains unsatisfied.

All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns, and all obligations of Assignor shall bind its successors and assigns. All rights of Secured Party in, to and under this Assignment of Rents and Leases and in and to the collateral security provided hereby shall pass to and may be exercised by any assignee thereof.

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Assignor agrees that if Secured Party gives notice to Assignor of an assignment of said rights, upon such notice the liability of Assignor to the assignee shall be immediate and absolute. Assignor will not set up any claim against the original or any intervening Secured Party as a defense, counterclaim or set off to any action brought by any such assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the collateral security provided hereby.

All notices, demands and requests given hereunder shall be in writing. All such notices, demands and requests by Secured Party to Assignor shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, addressed to Assignor at:

LaSalle National Trust, N.A. Trust No. 116871
c/o David S. Hemmer, M.D.
1015 Summit Drive
Elgin, Illinois 60120

or to such other address as Assignor may from time to time designate by written notice to Secured Party given as herein required.

All notices, demands and requests by Assignor to Secured Party shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, addressed to Secured Party at:

The Philippsborn Company
222 S. Riverside Plaza
Chicago, Illinois 60606

or to such other address as Secured Party may from time to time designate by written notice to Assignor given as herein required.

Notices, demands and requests given by mail in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder five (5) days after the time such notice, demand or request shall be deposited in the mails.

This Assignment of Rents and Leases is executed by Borrower, not individually or personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee in its personal and individual capacity, hereby warrants that it as Trustee possesses full power and authority to execute this instrument, and it is expressly understood and agreed by Lender and by every person now or hereafter claiming any right or security hereunder that nothing herein contained or in the Note secured by the Mortgage shall be construed as creating any

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liability or Trustee in its individual capacity personally to pay the Note or any interest that may accrue thereon, to pay any indebtednesses accruing hereunder, to warrant or defend the title to the Mortgaged Property against the claims of any persons, or to perform any covenant, either expressed or implied, herein contained, all such liability, if any, being expressly waived, but this waiver shall in no way affect the personal liability of any guarantor of the Note or any other person or entity executing the Mortgage Note, Mortgage or this Assignment of Rents and Leases.

IN WITNESS WHEREOF, LaSalle National Trust, N. A., an Illinois corporation, has caused this instrument to be signed by its ASS'T VICE President and attested by its SECRETARY Secretary this 11 day of February, 1992.

LaSalle National Trust, N. A. not personally or individually, but solely as Trustee

ATTEST

By: [Signature]
ASS'T VICE President

Attest:

[Signature]
Secretary

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)

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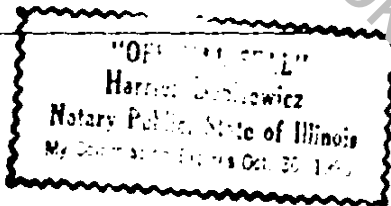
COUNTY OF COOK)

I, [Signature], the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that

ASSIST VICE PRESIDENT of Lasalle National Trust, N. A. and [Signature], Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSIST VICE PRESIDENT and ASSISTANT Secretary, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank.

GIVEN under my hand and Notarial Seal, this 14 day of February, 1992.

My Commission Expires:



[Signature]
Notary Public

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EXHIBIT A LEGAL DESCRIPTION

That part of the South 1/2 of Section 7, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows:

Commencing at the North East corner of Lord's Park, being also the North West corner of the East 1/2 of the North West 1/4 of Section 18, Township 41 North, Range 9 East of the Third Principal Meridian; thence North 88 degrees 38 minutes East 916.73 feet for the place of beginning; thence North 02 degrees 45 minutes East 517.88 feet to the Southerly right of way of State Route 58; thence South 88 degrees 49 minutes East along said right of way line, 190.0 feet; thence South 02 degrees 45 minutes West 510.41 feet to the North line of Parkwood, Unit No. 1 according to the plat recorded as Document 21330815; thence South 88 degrees 38 minutes West along said North line 190.39 feet to the place of beginning in Cook County, Illinois.

Commonly known as: 1015 Summit Drive
Elgin, Illinois

Permanent Tax No.: 06-07-102-064

THIS INSTRUMENT PREPARED BY;

E. I. ROTHSCHILD
Xerox Centre - Suite 3900
55 West Monroe Street
Chicago, IL 60603

Cook County Clerk's Office

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