All advances shall be evidenced by the Equity Money Service Agreement and shall be payable without relief from valuation or appraisement laws; and with costs of collection to the extent permitted by law. Subject only to Mortgagors' billing error rights, the indebtedness secured by this mortgage from time to time shall be determined by BANK ONE's books and records.

d. The word "advances" as used in this mortgage shall mean loans of money. In the event of any conflicts or inconsistencies between the terms of this mortgage and the terms of the Equity Money Service Agreement, the terms of the Equity Money Service Agreement shall control.

Mortgagors jointly and severally covenant and agree with BANK ONE that:

1. Mortgagors will pay all indebtedness secured by this mortgage when due, as provided in the Equity Money Service Agreement and in this mortgage, with attorneys' fees, and without relief from valuation or appraisement laws.

2. The lien of this mortgage is prior and superior to a mortgage described as follows: From Bortower the original amount of \$40,170.0 Mortgaged Premises except that certain dated June 8, 1988 in

(the "Prior Mortgage"). Mortgagors agree to pay all sums when due and 3. Mortgagors will not further encumber nor permit any mechanics de by all terms and conditions of the Prior Mortgage. Ilmen's liens to attach to the Mortgaged Premises.

Mortgagors will keep the Mortgaged Premises in good repair, will hold committee permit waste thereon, and will pay all taxes and assessments levied or assessed against the Mortgaged Premises or any part thereof when due.

5. Mortgagors will obtain from insurance companies acceptable to BANK ONE, and keep in effect adequate insurance against loss or destruction of the Mortgaged Premises on account of fire, windstorm and other hazards in amounts as required by BANK ONE. The insurance policies shall contain clauses making all sums payable to BANK ONE, the prior Mortgagee, and to the Mortgagors as their respective interests may appear. Mortgagors shall provide BANK ONE with certificates evidencing the required insurance coverage:

6. BANK ONE may, at its option, advance and pay all sums necessary to protect and preserve the security given by this mortgage by appropriate debit to the Equity Money Service credit line or otherwise. All sums advanced and paid by BANK ONE shall become a part of the indebtedness secured be this mortgage and shall bear interest from date of payment at the same rate as all other indebtedness evidenced by the Equity Money Service Agreement. Such sums may include, but are not limited to, (i) insurance premiums, taxes, assessments, and liens which are or may become prior and senior to this mortgage; (ii) the cost of any title evidence or surveys which in BANK ONE's discretion may be required to establish and preserve the lien of this mortgage; (iii) all costs, expenses and attorneys' fees incurred by BANK ONE with respect to any and all legal or equitable actions which relate to this mortgage or to the Mortgaged Premises; (iv) the cost of any repairs to the Mortgaged Premises deemed necessary or advisable by BANK ONE; and (v) any sums due under the Prior Mortgage.

7. BANK ONE shall be subrogated to the rights of the holder of each item or claim poid with moneys secured by this mortgage and, at its option, may extend the time of payment of any part or all of the indebtedness secured by this mortgage without in any way impairing its lien or releasing Mortgagors from liability. If any default shall occur in the payment of any instalment of indebtedness secured by this mortgage, or in the performance of any covenant or agreement of Mortgagors under this mortgage or the Equity Money Service Agreement or the terms and conditions of the Prior Mortgage, or if Mortgagors abandon the Mortgaged Premises, or are adjudged bankrupt, or if a trustee or receiver is appointed for Mortgagors or for any part of the Mortgaged Premises, then and in any such event to the extent permitted by law, all indebtedness secured by this mortgage shall, at BANK ONE's option, become immediately due and payable without notice, and this mortgage may be foreclosed accordingly. BANK ONE's waiver of any default shall not operate as a waiver of other defaults. Notice by ANY CONE's right or remedies may be enforced successively or concurrently. Any delay in enforcing any such right or remedy shall not prevent its later enforcement so long as Mortgagors remain in default. In the event of the foreclosure of this mortgage all abstracts of title and all title insurance policies for the Mortgaged Premises shall become the absolute property of foreclosure of this mortgage all abstracts of title and all title insurance policies for the Mortgaged Premises shall become the absolute property of BANK ONE.

8. If all or any part of the Mortgaged Premises or any interest in the Mortgaged Premises is sold or transferred by Mortgagors by deed, conditional sales contract or any other means without the prior written consent of BANK ONE, BANK ONE may, at its option, declare all sums secured by this mortgage to be immediately due and payable.

9. All rights and obligations of Mortgagors shall extend to and be binding upon their several heirs, representatives, successors and assigns, and incure to the benefit of BANK ONE, its successors and assigns. In the event this mortgage is executed by only one person, corporation, or other entity, word "Mortgagors" shall mean "Mortgagor," and the terms and provisions of this mortgage shall be construed accordingly.

Scot A. Richard. Mortgagor Scot A. Richards	Montgago, Laura L. Richards	
Mortgagor Scot A. Richards	Mongago) Laura L. Richards	
STATE OF INDIANA		
COUNTY OF Lake SS:		;
Before me, a Notary Public in and for said County and State, this 2nd personally appeared Scot A. Richards and Laura L. Rich	hards, husband and wife	-
and acknowledged the execution of the foregoing mortgage.	11 (11 () () () () () () ()	-
I certify that I am not an officer or director of BANK ONE.	a series and the series are the seri	
WITNESS my hand and Notarial Seal:	Signature: Mcy/ Cdc/	
	Printed Name: Jeffrey S. De Young	
	Notary Put	ilc

My Commission Expires: Feb. 19, 1993

My County of Residence is:

Lake

This instrument was prepared by Michael Smith, An Officer of Bank One, Merrillville, NA

FORM 5132-033

FICON TOON