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2003 REAL ESTATE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

This Mortgage is made this 29th day of October, 2003, by JONATHAN E. HOGGE and AMY J. WADAS HOGGE, as joint tenants with right of survivorship (hereinafter "Mortgagor"), of 10329 Clark Court, Munster, IN 46321 unto MERCANTILE NATIONAL BANK OF INDIANA, a national banking association ("hereinafter Mortgagee"), with offices at 5243 Hohman Avenue, Hammond, Indiana.

WHEREAS, MY SMART BENEFITS, INC. (hereinafter "Borrower") desires or may desire at some time or from time to time to obtain loans, advances, credits or other financial accommodations from, or engage in other transactions with Mortgagee; and

WHEREAS, Mortgagor has a direct and substantial economic interest in Borrower and expects to derive substantial benefits there from and from any loans and financial accommodations to Borrower by the Mortgagee; and

WHEREAS, the Mortgagee refuses to make any loans or grant any advances, credits, or other financial accommodations from, or engage in other transactions with, the Borrower unless Mortgagor grants to Mortgagee this Mortgage to secure any and all Indebtedness, Loss, Obligations or Liabilities (as hereinafter defined) of Mortgagor and Borrower to Mortgagee.

NOW THEREFORE, this Mortgage is given in consideration of any loans, advances, credits, or other financial accommodations from or other transactions by Mortgagee to Borrower and Mortgagor, and specifically to secure the payment of a certain loan in the principal amount of Two Hundred Twenty-Five Thousand and no/100 Dollars (\$225,000.00), plus interest at the rate of interest provided in any note or notes evidencing said loan or loans and all extensions, renewal, modifications and replacements thereof and substitutions thereof and the guaranties thereof given by Mortgagor to Mortgagee (hereinafter "Indebtedness") and to indemnify the Mortgagee from any loss or damage that it may incur by the failure of the Indebtedness to be paid as agreed (hereinafter "Loss"), the undersigned, Mortgagor, hereby mortgages and warrants to the Mortgagee, the lands, premises, and property situation in Lake County, State of Indiana, described as follows, to-wit:

Lots 5, 6, 7 and 8 in Brianna Woods Estates, as per plat thereof, recorded in Plat Book 92 page 16, in the Office of the Recorder of Lake County, Indiana.

Commonly known as 1064-1270 137th Avenue, Crown Point, Indiana.

together with all buildings, improvements, structures, appurtenances, fittings, equipment and fixtures attached, erected or used in connection with the real estate or hereafter acquired attached, erected, appurtenant or used in connection with the real estate, including but not limited to storm and screen windows and doors, cabinets, bathroom fixtures, drapes, shades, floor coverings, stoves, refrigerators and other appliances, gas, steam, electric and other air-conditioning, heating, and lighting apparatus, all of which are to be deemed to be a part of the real estate, whether physically attached or not, together with all rents, issues, income, profits, rights, privileges, interests, easements and hereditaments thereof (hereinafter the "Property").

This Mortgage is given to secure the payment of the Indebtedness and the Loss as set forth above, and likewise to secure the performance by the Mortgagor and Borrower of all covenants, agreements, promises, payments and conditions contained in this Mortgage, or any other instruments or agreements signed by the Borrower or the Mortgagor in connection with the Indebtedness secured by this Mortgage (hereinafter "Obligations"). In addition, this Mortgage is given to secure any and all other indebtedness or liabilities of Borrower and Mortgagor to Mortgagee (or either or any of them, jointly or severally), including any future advances, whether said indebtedness, liabilities or future advances be direct, or indirect, primary or secondary, or contingent, which may be existing at this time or may be created at any time in the future, whether or not related to, or of the same class as the specific debt secured herein, and whether or not secured by additional or different collateral.

The Mortgagor does hereby covenant with the Mortgagee as follows: First, that Mortgagor is lawfully seized of the Property in fee simple; Second, that Mortgagor has a good right to convey the same; Third, that the Property is free from all liens and encumbrances except as set forth in Paragraph 5 below; Fourth, that the Mortgagee shall quietly enjoy and possess the same, and that the Mortgagor will warrant and defend the title to the Property against all lawful claims.

The Mortgagor for themselves, their heirs, personal representatives, successors and assigns, covenants and agrees with the Mortgagee, its successors and assigns, as follows:

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1. If there is a default (hereinafter "Event of Default") in the payment of the Indebtedness, any Loss, or any Liabilities, or in the performance of the Obligations hereby secured, or if Mortgagor should abandon the Property, or if the Property or any part thereof should be attached, levied upon or seized, or if the Mortgagor or Borrower should become bankrupt or insolvent or make an assignment for the benefit of creditors, or if a receiver should be appointed for the Mortgagor or Borrower, then, for the purpose of this Mortgage, the entire Indebtedness, any Loss, all Obligations and any Liabilities shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and the Property shall be subject to foreclosure of this Mortgage; and the Mortgagee, if it elects to foreclose the same, shall become entitled to the immediate possession of the Property together with all the rents, issues, income and profits there from and all amounts due are payable, without relief from valuation or appraisal laws, and Mortgagor will pay all costs and attorneys fees incurred by Mortgagee in the enforcement of the terms of this Mortgage.

2. For the duration of the Indebtedness, any Loss, the Obligations or any Liabilities hereby secured: (a) The Mortgagor will keep the Property in its present state of repair, normal wear and tear excepted; (b) Mortgagor will pay all taxes and assessments imposed on the Property and will otherwise take such action and exercise such forbearance as may be necessary in order that the Property shall not hereafter become subject to any lien or encumbrance superior to this Mortgage; (c) Mortgagor will procure and maintain insurance with insurance companies acceptable to Mortgagee, against damage to or destruction of the improvements included in the Property by fire or windstorm or by any cause customarily included in the terms "extended coverage", such insurance to be in a sum not at any time less than the value of such improvements or the total of the sums then hereby secured, plus all taxes, assessments and indebtedness then secured by any liens or encumbrances superior hereto on the Property, whichever is smaller, and to be payable to the Mortgagee as its interest may appear; (d) Mortgagor will deliver the policy or a certificate evidencing said insurance to the Mortgagee and will allow Mortgagee possession of the same, and the Mortgagee may collect and apply the proceeds of any insurance in its sole discretion (Mortgagor appoints Mortgagee as attorney-in-fact to endorse any insurance checks and drafts payable to Mortgagor); (e) This Mortgage and the Indebtedness hereby secured may not be assumed without prior written consent of the Mortgagee; (f) Mortgagor will pay and keep current any mortgage on the Property that is superior to this Mortgage, and immediately advise Mortgagee in writing of failure to do so; (g) Mortgagor will not further mortgage or encumber the Property in any way without the express written consent of the Mortgagee (This prohibition shall include the Mortgagor borrowing any future monies from any senior mortgage holder under an "other indebtedness" or "future advance" clause without the prior written consent of the Mortgagee); (h) Mortgagor shall not allow any judgment liens, mechanic's liens or other liens of any nature or kind to be placed against the Property, and if such lien or liens should be affixed or placed on the Property, Mortgagor shall immediately advise Mortgagee of this fact in writing and cause said lien to be satisfied and released within five (5) days from the entry or filing thereof.

3. If the Mortgagor shall fail to make any payment or to obtain any insurance, service or materials, or pay or remove any liens on the Property necessary for the performance of any of Mortgagor's covenants above set forth, then the Mortgagee at its option may do so, and its expenditures for any such purpose shall be added to and become part of the Indebtedness hereby secured. Any amount so added shall, from the date of payment thereof by the Mortgagee, bear interest at the highest rate of interest set forth in the note or notes evidencing the Indebtedness.

4. The Mortgagee at its option may extend the time for the payment of the Indebtedness, any Loss, the Obligations, or any Liabilities hereby secured, or reduce the payments thereon, or accept a note or a renewal, extension, modification or replacement thereof or substitution therefore, or release any part of the security, or any person liable for the Indebtedness, any Loss, the Obligations, or any Liabilities without consent of any junior lien holder, and without the consent of the Mortgagor. No such renewal, extension, modification, substitution, reduction, or release shall affect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Borrower or the Mortgagor to the Mortgagee. No delay by the Mortgagee in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as the Borrower is in default or Mortgagor is in default, and no failure of the Mortgagee to exercise any of its rights because of one default shall preclude the exercise thereof for a subsequent default. The Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

5. That the Property is free, clear and unencumbered except as to (a) real estate taxes not yet due; (b) usual easements, covenants and restrictions of record; (c) real estate mortgage dated August 8, 2002, in the original amount of \$218,800.00 held by Bank Calumet, which mortgage is not in default.

6. In the event this Mortgage is subject to a mortgage set forth in the paragraph above, or any other mortgage or encumbrance, and that prior mortgage or encumbrance is in default or is foreclosed upon, or in the event Mortgagor without Mortgagee's prior written consent, sells or transfers any interest in the Property, then at the option of the Mortgagee, this Mortgage and the Indebtedness, any Loss, the Obligations and any Liabilities it secures shall, for the purpose of this Mortgage, become immediately due

and payable in full, and further, that the Mortgagee may immediately foreclose this Mortgage, all without any notice or demand whatsoever.

7. That the Mortgagor will indemnify and save harmless from, and repay on demand the Mortgagee for, any loss, damage, expense, or attorney's fees which may be incurred by the Mortgagee by reason of any suit or proceeding to which the Mortgagee is made a party on account of this Mortgage, and any loss, damage, expense, or attorney's fees so incurred by the Mortgagee is made a part of the sums secured by this Mortgage and shall bear interest at the highest rate of interest set forth in any note or notes evidencing the Indebtedness.

8. That the Mortgagee shall, at its option, be entitled to be subrogated to any demand, lien, claim or right paid or satisfied by or with the moneys advanced and hereby secured, and that the Mortgagee may, at any time or times in succession, without notice, renew, modify or extend the time of payment of the sums hereby secured, or any part thereof, to any person or persons then under obligation to pay the same or effected by the lien hereby created, upon such terms as may be agreed upon by the Mortgagee and the party requesting the renewal, modification or extension, without impairing in any way the lien or priority of this Mortgage.

9. As part of the consideration for the Indebtedness, the Obligations, and any Liabilities hereby secured, Mortgagor hereby absolutely and unconditionally assigns and transfers to Mortgagee all the profits, income, rents, revenues and leases of the Property, including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Mortgagor hereby authorizes Mortgagee or Mortgagee's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Mortgagee or Mortgagee's agents; provided, however, that prior to written notice given by Mortgagee to Mortgagor of the default in the payment of the Indebtedness, any Loss, or any Liabilities or in the performance of the Obligations hereby secured, or a breach by Mortgagor of any warranty or representations of Mortgagor in this Mortgage, Mortgagor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Mortgagee and Mortgagor, to apply the rents and revenues so collected to the sums secured by this Mortgage with the balance, so long as no such default or breach has occurred, to the account of Mortgagor, it being intended by Mortgagor and Mortgagee that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Mortgagee to Mortgagor of such default or breach, and without the necessity of Mortgagee entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Mortgagee shall immediately be entitled to possession of all rents and revenues of the Property as specified in this paragraph, as the same become due and payable, including, but not limited to, rents then due and unpaid, and all such rents shall immediately, upon delivery of such notice, be held by Mortgagor as trustee for the benefit of Mortgagee only; provided, however, that the written notice by Mortgagee to Mortgagor of such default or breach shall contain a statement that Mortgagee exercises its rights to such rents. Mortgagor agrees that commencing upon delivery of such written notice of such default or breach by Mortgagee to Mortgagor, each tenant of the Property shall make such rents payable to and pay such rents to Mortgagee, or Mortgagee's agents, on Mortgagee's written demand to each tenant therefore, delivered to each tenant personally, by mail or by delivering such demand to each tenant, without any liability on the part of said tenant to inquire further as to the existence of such default or breach.

10. This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code of Indiana for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code of Indiana, and Mortgagor hereby grants and transfers to Mortgagee a security interest in said items. Mortgagor agrees that Mortgagee may file this Mortgage, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of the Mortgage or of any other security agreement or financing statement shall be sufficient as a financing statement. Mortgagor hereby authorizes the Mortgagee, at the expense of the Mortgagor, to execute and file a financing statement or statements on its behalf in those public offices deemed necessary by Mortgagee to protect its security interest. Upon the occurrence of an Event of Default as set forth in Paragraph 1 hereof, or the breach of any warranty or representation of Mortgagor contained in this Mortgage, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code of Indiana; and, at Mortgagee's option, may also invoke the remedies provided in this Mortgage as to such items. In exercising any of said remedies, Mortgagee may proceed against the items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagee's remedies under the Uniform Commercial Code of Indiana or of the remedies provided in this Mortgage.

11. Mortgagor represents to Mortgagee that as to Borrower and Mortgagor the Indebtedness and Liabilities hereby secured are for business purposes only.

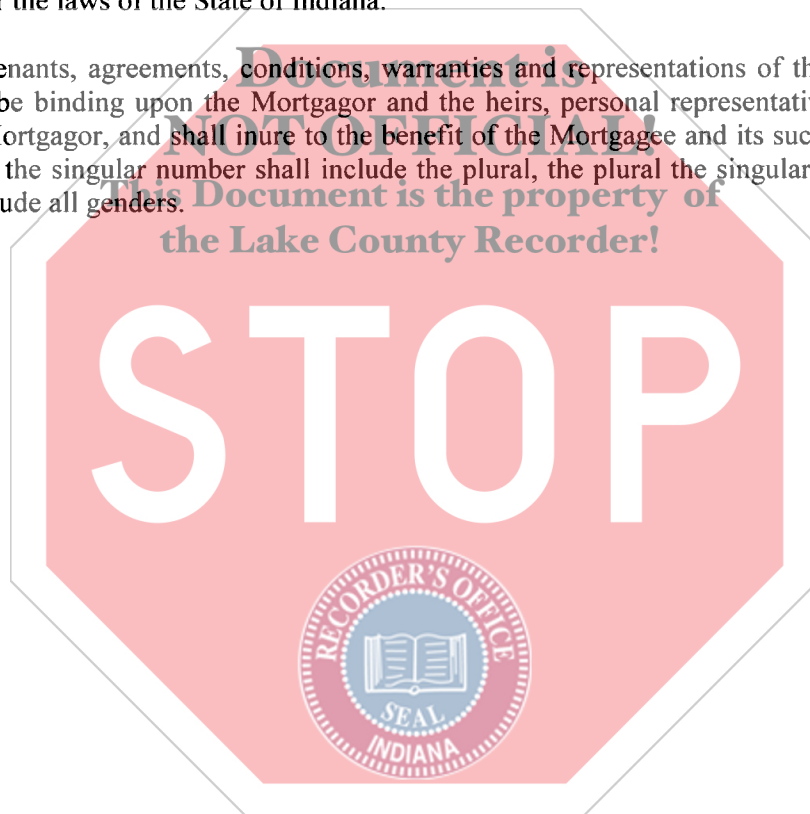
12. The maximum aggregate amount of principal, interest, expenses, future advances and other indebtedness (now owed or hereafter owed) secured by this Mortgage is \$300,000.00.

13. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower or Mortgagor is interpreted so that any such charge, whether considered separately or together with other charges levied (allocated and spread uniformly over stated term) violates such law, and Borrower or Mortgagor is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Mortgagee in excess of the amounts payable to Mortgagee pursuant to such charges as reduced shall be applied by Mortgagee to reduce the principal of the Indebtedness or Liabilities.

14. Subject to any applicable statute of limitations, this Mortgage will not secure any Indebtedness, Loss, Obligations or Liabilities if Mortgagee fails to make any disclosure of the existence of this Mortgage required by law for such debt; or if this Mortgage is of the Mortgagor's principal dwelling and Mortgagee fails to provide to all persons entitled any notice of "right rescission" required by law for such debt; or to the extent that the security interest granted in this Mortgage is in "household goods" and the debt to be secured is a "consumer" loan (as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices).


15. That all rights and remedies secured to the Mortgagee by the covenants and agreements contained in this Mortgage are to be deemed cumulative and not in any way in derogation of the rights of the Mortgagee under the laws of the State of Indiana.

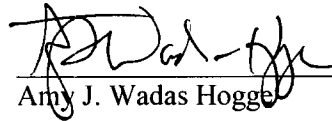
16. The covenants, agreements, conditions, warranties and representations of the Mortgagor herein contained shall be binding upon the Mortgagor and the heirs, personal representatives, successors, and assigns of the Mortgagor, and shall inure to the benefit of the Mortgagee and its successors and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.



IN WITNESS WHEREOF, this Mortgage has been executed at Hammond, Indiana, by the Mortgagor on the date first written above.

"MORTGAGOR"


Jonathan E. Hogge


Amy J. Wadas Hogge

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Jonathan E. Hogge and Amy J. Wadas Hogge, as joint tenants with right of survivorship, and personally known to me to be the same persons whose names are subscribed to the foregoing Mortgage, and acknowledged that they signed and delivered the foregoing Mortgage as their free and voluntary act.

Given under my hand and notarial seal this 29th day of October, 2003.

My Commission Expires:

March 9, 2007


Notary Public

Carol Kneifel
(Printed Name)

A Resident of Lake County, Indiana



This Mortgage was prepared by: Lambert C. Genetos, Kopko Genetos & Retson LLP, 8585 Broadway, Suite 480, Merrillville, IN 46410; (219) 755-0400

Return recorded mortgage to: Mercantile National Bank of Indiana
Attn: Paul W. Orner
5243 Hohman Avenue
Hammond, IN 46320

