

FIFTH THIRD BANK

EQUITY FlexlineSM CREDIT AGREEMENT, SECURITY AGREEMENT and
FEDERAL TRUTH IN LENDING INITIAL DISCLOSUREJACK L. HUFF
NAME

Borrower

Equity Flexline ACCOUNT NUMBER

DONNA J. HUFF
NAME

Borrower

Secured Line
Unsecured Line In consideration of the agreement by **FIFTH THIRD BANK (CHICAGO)**

(NAME OF LENDER)

(hereinafter referred to as the "Lender") to open a Equity Flexline Account ("Account") in the amount of \$ 55,000.00 whereby you (includes all borrowers jointly and severally) may receive periodic extensions of credit (loan advances) in minimum amounts of \$100.00 by writing a check or using an access card to draw an extension of credit on said Account, you hereby agree as follows:

FINANCE CHARGE

- When you desire an extension of credit hereunder, you will use an Equity Flexline check or access card supplied by the Lender, or transfer funds from the Account by other means acceptable to Lender. The amount of the advance will be no less than \$100.00 and no greater than the amount of credit available on your Account at that time. The Lender reserves the right to pay or refuse to pay any checks written for less than \$100.00 and in the event Lender pays such an advance, you agree to pay a fee of \$5.00. Upon Lender's request, you will surrender any Equity Flexline checks or access card in your possession.
- All extensions of credit drawn on your Account, plus other charges and fees, insurance premiums, if applicable, and interest will be debited to your Account. You agree to pay back all such amounts as specified in paragraph 12.
- You will promptly notify Lender in writing of any change of address, billing errors appearing on your monthly statement and of any loss or unauthorized use of your Equity Flexline checks or access card. Upon request of Lender, usually once a year, you agree to provide information on your current financial condition by completing a personal financial statement.
- All payments will be credited promptly and in no event more than five days after receipt by Lender. Payments received prior to 2 p.m. at the Customer Service Department, 1000 E. 80TH PLACE N. TOWER MERRILLVILLE, IN 46410 will be credited to the account on that business day. (Address)
- Lender reserves the right to refuse to honor any checks drawn on your Account which do not conform to the requirements of this Agreement. Lender may also refuse to honor a request for advance on your Account if to do so would cause the balance of your Account, according to Lender records, to exceed your credit limit in effect at that time. However, Lender at its discretion may honor such check or card advance, despite the fact it would cause your Account balance to exceed your credit limit. Should Lender so honor such a request which causes the Account balance to exceed your credit limit, such excess shall be unsecured.
- A FINANCE CHARGE will be imposed from the date of posting of each advance on the daily balance of the Equity FlexLine account until payment in full is entered to your Account.
- We calculate the FINANCE CHARGE on your Account by applying the ANNUAL PERCENTAGE RATE, figured on a daily basis, times the daily balance of your Account. To get the daily beginning balance of your Account each day, add new advances, and subtract any payments or credits and unpaid finance charges. The FINANCE CHARGE during each billing cycle will be the sum of the daily FINANCE CHARGES so calculated. The ANNUAL PERCENTAGE RATE corresponding to the periodic rate does not include any costs other than interest.
- The ANNUAL PERCENTAGE RATE of your Equity Flexline Account will be a monthly variable rate expressed as the daily periodic rate equal to 1/365 of an annual rate of 0.50 plus the "Index Rate". The Daily Periodic Rate of FINANCE CHARGE may increase if the highest prime rate published in the Wall Street Journal Eastern Edition "Money Rates" table (the "Index Rate") increases. The initial Daily Periodic Rate of FINANCE CHARGE is +0.021 which corresponds to an initial ANNUAL PERCENTAGE RATE of 7.750 %. The maximum interest rate will not exceed 25% per annum or the highest rate allowed by law, whichever is less. The new rate will be reflected on your periodic statements. Any increase in Daily Periodic Rate may increase your minimum monthly payments.
- If the FINANCE CHARGE so computed is less than \$5.50 for a billing cycle, a minimum FINANCE CHARGE of \$5.50 may be charged.
- INITIAL Equity Line RATE:** The current ANNUAL PERCENTAGE RATE for this account is 7.750 %. The corresponding daily periodic rate is +0.021%. This rate is subject to change monthly as specified above.
- FIXED RATE LOCK OPTION:** You may opt to convert any amount of the outstanding balance into a fixed rate "lock", for a term not to exceed the established maturity date of the Equity Flexline Credit Agreement. The minimum term is 36 months, with a minimum locked loan amount of \$3,000.00. The loan fee for each fixed rate "lock" is \$95.00. You may have up to 3 locks outstanding at any one time. The fixed rate for the lock will be based on the Prime Rate, plus the margin. With the establishment of each lock, the payment amount required to pay off the balance of the lock in equal payments over the remaining term of the loan at the fixed rate applicable to that lock will be determined. Your minimum payment due each month will be the sum of the fixed payment amount for each lock plus the minimum payment amount for the balance of your Equity Flexline Account which has not been designated as a lock. Any payment made upon your outstanding principal balance in any lock will be available on the Equity Flexline Account for you to draw against upon the posting of such payment. As used herein, (a) "lock" means the conversion of a portion of the outstanding balance on your Equity Flexline to a fixed rate, fixed term loan, and (b) "margin" means the difference between the most favorable Fifth Third fixed Home Equity loan rate of interest in effect at the time the lock request is made and the Prime Rate.

PAYMENTS AND FEES

- MINIMUM PAYMENT REQUIREMENTS:** Your payments will be due monthly and will equal the finance charges that accrued on the outstanding balance during the preceding billing period. Making the minimum payment will not reduce your principal balance. This account will mature 20 years from the date of this Agreement. At that time, you will be required to pay the entire balance in a single "balloon" payment. You may apply to refinance that balance with Lender.
- IRREGULAR PAYMENTS:** Lender can accept late payments or partial payments, or checks or money orders marked "payment in full" or language to the same effect, without losing any rights under this agreement.
- ANNUAL CHARGE:** An annual charge of \$65.00 may be assessed at the time the Account is opened, and on that day each year thereafter, for use of the Account and associated services. This fee is non-refundable.
- RETURNED CHECKS AND STOP PAYMENTS:** If a payment check is returned for any reason, Lender may charge your Account a fee of \$25.00. If you request that Lender stop payment on your check, Lender may charge your Account a fee of \$25.00.
- LATE CHARGE:** If the minimum payment due is not received within 35 days after the billing date, Lender may levy a late charge per month of 5% of the payment amount. If so incurred, each fee will be identified as a separate loan transaction on the next billing statement.
- HAZARD INSURANCE:** Borrower shall keep the improvements now existing or hereafter erected on the real estate which secures this Account insured against loss from fire, all hazards included within the term "extended coverage", and such other hazards as Lender may require or as may be required by applicable law (including flood insurance) and in such amounts and for such periods as Lender may require.
- EARLY CANCELLATION FEE:** If you close your account within three years of the date of this Agreement, Lender may charge your account an early cancellation fee of \$350.00.
- OVERLIMIT FEE:** You agree not to incur credit on your account in excess of the amount specifically authorized by Lender. In the event the balance on your account exceeds the established credit limit at any time, Lender may levy an overlimit charge of \$35.00 for each such occurrence.

20. **DEFAULT:** You will be in default of this Agreement upon your failure to abide by any of the terms of this Agreement and any documentation executed to provide Lender security for your Account.

EVENTS OF DEFAULT: In addition, the Lender may terminate the plan and accelerate the balance if any of the following circumstances occur:

- a) There has been fraud or material misrepresentation by you in connection with this Account.
- b) You fail to meet the repayment terms.
- c) Your actions or inactions have adversely affected the Lender's security interest in the Account.
- d) You transfer title to the real estate which secures this account or sell the real estate without permission of the Lender.
- e) You fail to maintain the required insurance on the real estate AND ANY IMPROVEMENTS THEREON.
- f) You fail to pay taxes on the real estate.
- g) Some other action causes a lien senior to that held by the Lender to be placed on the real estate.
- h) Your death.
- i) The real estate is taken through eminent domain.
- j) Foreclosure by a lienholder.
- k) Any other circumstances which adversely affect the Lender's security.

IN THE EVENT OF DEFAULT, BORROWER AGREES THAT LENDER MAY, WITHOUT NOTICE AND WHERE APPLICABLE LAW ALLOWS, INCREASE THE ANNUAL PERCENTAGE RATE BY 6% OR TO THE HIGHEST RATE ALLOWED BY LAW, WHICHEVER IS LESS.

21. The Lender may temporarily prohibit additional extensions of credit or reduce the credit limit if any of the following circumstances occur:

- a) The value of the real estate that secures the Account significantly declines below the appraised value of the real estate.
- b) The Lender reasonably believes that you will be unable to fulfill the repayment obligations under the Account due to a material change in your financial circumstances.
- c) You are in default of any material obligations under the Agreement.
- d) Action by a governmental body precludes the Lender from imposing the agreed upon ANNUAL PERCENTAGE RATE.
- e) Action by a governmental body adversely affects the priority of the Lender's security interest to the extent that the value of the security interest is less than 120 percent of the amount of the credit line (for example, through imposition of a tax lien).
- f) During any period in which the ANNUAL PERCENTAGE RATE corresponding to the periodic rate reaches the maximum rate allowed under the plan.
- g) When a regulatory agency with responsibility for supervising the Lender provides notification that continuing to advance funds may constitute an unsafe and unsound practice.
- h) When any of you file any form of bankruptcy.

22. Unless prohibited by law, Borrower shall pay all expenses, including attorneys' fees, reasonably incurred by the Lender with respect to collection of the indebtedness evidenced hereby or enforcement of the Lender's rights hereunder (including foreclosure, suit for a deficiency judgement or other litigation expenses and also including such costs and attorneys' fees as may be incurred on appeal), arising out of any default by Borrower.

23. Borrower agrees that if Lender is sued or otherwise directed to respond to any civil, criminal or administrative demand relating to the loan evidenced hereby (including but not limited to, the amount due, any collateral, or the underlying transaction) Borrower will pay Lender, upon request, an administrative fee of \$28 per hour and \$.25 per copy to comply with such demand. Borrower also agrees that any amount not paid within fifteen days of Lender's request may be added to the principal amount of the remaining indebtedness subject to the rate of interest on the Note until paid.

24. You should consult a tax advisor regarding the deductibility of interest and charges on your Equity FlexLine.

25. All persons signing this Agreement shall be obligated on the Account and shall be jointly and severally liable for all amounts due and owing on the Account. You hereby authorize Lender to pay any request for advance whether by Equity FlexLine check or access card, unless any one of you specifically instructs Lender otherwise in writing.

26. As used herein, the singular shall include the plural and the plural shall include the singular.

27. To secure your Equity FlexLine, you are giving Lender a security interest in your deposit accounts with the Lender and its affiliates and subsidiaries and:
351 CLARENDON LANE BOLINGBROOK, IL 604400000

28. This Agreement and the amounts contracted for, including the FINANCE CHARGE, shall be governed by, and construed and interpreted in accordance with, the laws of the State of IL, without regard to its conflict of laws principles, and applicable federal laws and regulations, and the obligations, rights and remedies of the parties shall be determined in accordance with such laws.

29. You hereby acknowledge that prior to signing this Agreement, you have received and read the Federal Truth-in-Lending Disclosure Statement for this Account contained herein.

30. For Equity FlexLines that are not secured by your dwelling, Lender may terminate the Account and accelerate the balance for any of the reasons as set forth in paragraphs 20 AND 21.


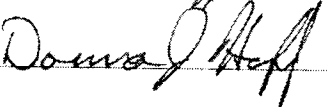
31. **FOR TENNESSEE RESIDENTS ONLY.** You have a right to reduce the limit on the maximum amount of principal indebtedness to be secured under the deed of trust securing this credit agreement to an amount not less than the amount of principal indebtedness shown on the most recent statement of your account received by you from the Lender, plus the amount of any advances initiated by you subsequent to that statement. In order to effectuate such a reduction, you must serve a notice of limitation on the Lender and, on or before the effective date of the notice, file a copy thereof for recordation in the appropriate Register of Deed office as an amendment to the deed of trust. The notice must name the Lender on whom the notice is served, state specifically the reduced credit limit, state the effective date of such limitation (which date cannot be sooner than (1) regular business day after the date of the service of the notice), name all parties to this open-end credit agreement and the deed of trust securing the same, identify with reasonable specificity the real property subject to the deed of trust, give and account number assigned to the account created by this open-end credit agreement and be signed by all persons principally obligated to repay advances under this open-end credit agreement. Upon notice from the Lender, you have a duty to return checks, credit cards, or other devices to obtain further advances under this open-end credit agreement upon the service by you of a notice of limitation.

Borrower acknowledges receipt of a completed copy of this agreement at the time of signing.

DATE: 12/30/05

ACCEPTED: FIFTH THIRD BANK(CHICAGO)
(Name of Lender)

By: 

Borrower 
Borrower 

DISCLOSURE CONCERNING YOUR BILLING RIGHTS

YOUR BILLING RIGHTS, KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- * Your name and account number
- * The dollar amount of the suspected error
- * Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount even if your bill was correct.

Credit Reporting:

If you believe information we report about the credit history on your account(s) is incomplete, inaccurate or outdated, you must provide us with clear written documentation including the name on the account, the account number and the nature of the disputed information.

Please write to us at FIFTH THIRD BANK, 38 Fountain Square Plaza, Post Office Box 639090, Cincinnati, OH 45263-9090.

**ADDENDUM TO
IMPORTANT TERMS FOR THE EQUITY LINE AND CREDIT AGREEMENT, SECURITY
AGREEMENT and FEDERAL TRUTH IN LENDING INITIAL DISCLOSURE**

This Addendum amends the **Important Terms For the Equity Line disclosure and the Credit Agreement, Security Agreement and Federal Truth in Lending Initial Disclosure.**

1. The provisions of paragraph 8 of the Credit Agreement, Security Agreement and Federal Truth in Lending Initial Disclosure are amended to include the following at the beginning of the paragraph:

The introductory APR will be fixed at 6.99% through March 29, 2006 and is variable thereafter. Beginning March 30, 2006, the **ANNUAL PERCENTAGE RATE** on your Equity Line will be subject to change.

2. The provisions of paragraph 10 of the Credit Agreement, Security Agreement and Federal Truth in Lending Initial Disclosure are replaced and substituted with the following:

INITIAL Equity Line RATE: The current **ANNUAL PERCENTAGE RATE** for this account is 6.99%. The corresponding daily periodic rate is .0192%. This rate is fixed through March 29, 2006 and is variable thereafter as specified above.

3. Existing customer's rate will adjust on the first day of the month.

The following amendments apply to the **Important Terms for the Equity Line:**

Variable Rate Information: The INITIAL Equity Line RATE is "discounted", it is not based on the index or margin used to make later adjustments. The INITIAL RATE will be in effect through March 29, 2006.

Maximum Rate Example: The maximum Annual Percentage Rate could be reached on March 30, 2006.

Historical Example: The following table shows how the **ANNUAL PERCENTAGE RATE** and the minimum monthly payment for a single \$10,000 credit advance would have changed based on the changes in the index over the past 15 years. The index values are from January of each year. While only one payment amount per year is shown, payments would have varied during each year. The table assumes that no additional credit advances were taken, that only the minimum payments were made each month, and that the rate remained constant during each year. It does not necessarily indicate how the index or your payments will change in the future.

<u>Year</u>	<u>Index (%)</u>	<u>Margin* (%)</u>	<u>Annual Percentage Rate (%)</u>	<u>Interest Only Equity Line Min. Mo. Pmt. (\$)</u>
1991	10.00	2	12.00	101.92
1992	6.50	2	8.50	72.19
1993	6.00	2	8.00	67.95
1994	6.00	2	8.00	67.95
1995	8.50	2	10.50	89.18
1996	8.50	2	10.50	89.19
1997	8.25	2	10.25	87.05
1998	8.50	2	10.50	89.18
1999	7.75	2	9.75	82.81
2000	8.50	2	10.50	89.18
2001	9.50	2	11.50	97.67
2002	4.75	2	6.75	57.33
2003	4.75	2	6.25	53.08
2004	4.00	2	6.00	50.96
2005	5.25	2	7.25	61.58

DATE: 12/30/05

ACCEPTED: FIFTH THIRD BANK (CHICAGO)

BY: _____

JACK L. HUFF

DONNA J. HUFF

* This is a margin recently used. Ask us about our current margin.

FIFTH THIRD BANK

(CHICAGO)

NOTICE OF RIGHT TO CANCEL

TO: JACK L. HUFF

Your Right to Cancel

We have agreed to establish an open-end credit account for you, and you have agreed to give us a [mortgage/lien/security interest] [on/in] your home as security for the account. You have a legal right under federal law to cancel the account, without cost, within three business days after the latest of the following events:

- (1) the opening date of your account which is 12/30/05 ; or
- (2) the date you received your Truth in Lending disclosures; or
- (3) the date you received this notice of your right to cancel the account.

If you cancel the account, the [mortgage/lien/security interest] [on/in] your home is also cancelled. Within 20 days of receiving your notice, we must take the necessary steps to reflect the fact that the [mortgage/lien/security interest] [on/in] your home has been cancelled. We must return to you any money or property you have given to us or to anyone else in connection with the account.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address shown below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to Cancel

If you decide to cancel the account, you may do so by notifying us, in writing, at:

FIFTH THIRD BANK
1000 E. 80TH PLACE N. TOWER
MERRILLVILLE, IN 46410

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice no matter how you notify us because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of 01/04/06 (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

Each borrower in this transaction has the right to cancel. The exercise of this right by one borrower shall be effective as to all borrowers.

I WISH TO CANCEL

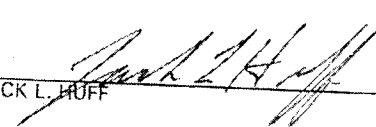
Consumer's Signature

Date

I herewith acknowledge receipt of two copies of this notice.

December 30, 2005

Date

JACK L. HUFF


FIFTH THIRD BANK

(CHICAGO)

NOTICE OF RIGHT TO CANCEL

TO: DONNA J. HUFF

Your Right to Cancel

We have agreed to establish an open-end credit account for you, and you have agreed to give us a [mortgage/lien/security interest] [on/in] your home as security for the account. You have a legal right under federal law to cancel the account, without cost, within three business days after the latest of the following events:

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- (2) the date you received your Truth in Lending disclosures; or
- (3) the date you received this notice of your right to cancel the account.

If you cancel the account, the [mortgage/lien/security interest] [on/in] your home is also cancelled. Within 20 days of receiving your notice, we must take the necessary steps to reflect the fact that the [mortgage/lien/security interest] [on/in] your home has been cancelled. We must return to you any money or property you have given to us or to anyone else in connection with the account.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address shown below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

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If you decide to cancel the account, you may do so by notifying us, in writing, at:

FIFTH THIRD BANK
1000 E. 80TH PLACE N. TOWER
MERRILLVILLE, IN 46410

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice no matter how you notify us because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of 01/04/06 (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

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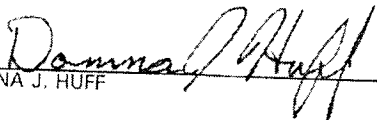
Consumer's Signature

Date

I herewith acknowledge receipt of two copies of this notice.

December 30, 2005

Date



DONNA J. HUFF