

EXHIBIT 1

LENDER (Called "We," "Our")
 BENEFICIAL OHIO INC. D/B/A BENEFICIAL MORTGAGE CO OF OHIO
 927 N CABLE ROAD
 CLOCK TOWER PLAZA/SUITE M
 LIMA OH 45805

BORROWERS (Called "You," "Your")

LOAN NO: [REDACTED]

[REDACTED]

<u>ANNUAL PERCENTAGE RATE</u> The cost of your credit as a yearly rate. 15.27%	<u>FINANCE CHARGE</u> The dollar amount the credit will cost you. \$ 232439.63	<u>Amount Financed</u> The amount of credit provided to you or on your behalf. \$ 63998.77	<u>Total of Payments</u> The amount you will have paid after you have made all payments as scheduled. \$ 296438.40	<u>Date of Loan</u> 11/23/99
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Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
1	\$ 823.44	12/23/99
359	\$ 823.44	Day 23 of each month thereafter. "e"

YOU ARE GIVING US A SECURITY INTEREST IN THE REAL ESTATE LOCATED AT THE ABOVE ADDRESS.

Property Insurance: You must insure the property securing this loan but you may obtain property insurance from anyone you want that is acceptable to us. If you purchase Dwelling Insurance through us, you are still required to have homeowner insurance.

Late Charge: If you don't pay any payment in full in 10 days after it's due, you will also pay a late charge equal to the greater of \$15.00 or 5% of the Monthly Installment.

Prepayment: If you pay off early, you will have to pay a penalty and you will not be entitled to a refund of that part of the Finance Charge consisting of points.

See the contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

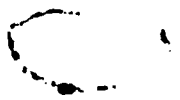
"e" means an estimate

NOTICE: The following page contains additional information.



ITEMIZATION OF THE AMOUNT FINANCED

TO: BENEFICIAL ACCOUNT # 65410008101993.....	\$ 11625.10
TO: TEMPLE-ILD.....	\$ 51687.67
REAL ESTATE TITLE EXAMINATION AND/OR TITLE INSURANCE	\$ 380.00
REAL ESTATE APPRAISAL.....	\$ 280.00
OFFICIAL FEES (PAID FOR RECORDING DOCUMENTS).....	\$ 26.00
CASH OR CHECK TO BORROWER.....	\$.00
PREPAID FINANCE CHARGE.....	\$ 5114.37
AMOUNT FINANCED EXCLUDING PREPAID FINANCE CHARGE	\$ 63998.77



LOAN REPAYMENT AND SECURITY AGREEMENT

LENDER (called "We", "Us", "Our")

**BENEFICIAL OHIO INC. D/B/A BENEFICIAL MORTGAGE CO. OF OHIO
 927 N CABLE ROAD
 CLOCK TOWER PLAZA/SUITE M
 LIMA OH 45805**

BORROWERS (called "You", "Your")

LOAN NO: [REDACTED]

[REDACTED]

DATE OF LOAN 11/23/1999	FIRST PAYMENT DUE DATE 12/23/1999	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 11/23/2029	CONTRACT RATE (per year) 14.082 %
AMOUNT FINANCED \$ 63,998.77		PRINCIPAL \$ 69,113.14		OFFICIAL FEES \$ 26.00
POINTS AND ORIGINATION CHARGES \$ 5,114.37		LIFE INS PREMIUM \$ NONE		
DISABILITY INS PREMIUM \$ NONE		DWELLING INS PREMIUM \$ NONE		
FIRST INSTALLMENT \$ 823.44	MONTHLY INSTALLMENT \$ 823.44	TERM PERIOD 360		

YOU ARE GIVING US A SECURITY INTEREST IN THE REAL ESTATE LOCATED AT THE ABOVE ADDRESS

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan as indicated by the word "YES" below, naming us as Loss Payee:

YES Title insurance on real estate security.
YES Fire and extended coverage insurance on real estate security.

You may obtain any required insurance from anyone you choose and may assign any other policy of insurance you own to cover the security for this loan.
 (See "Security" paragraph above for description of security to be insured.)

NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.



PAYMENT. In return for your loan described below, you agree to pay us, the Principal (including, but not limited to Points and Origination Charges and Credit Insurance Premiums shown on page one) plus Interest computed at the Contract Rate (as stated on page one) based on the actual number of days outstanding, in monthly payments. You shall pay us monthly payments, at our business address or other address given you. If more than one Borrower is named on page one, we may enforce this Contract against all, or any Borrowers, but not in a combined amount greater than the amount owed. Each payment will be first applied to any Late Charges, then to Interest at the Contract Rate for the actual time outstanding, and the remainder to your unpaid Principal.

DATE ON WHICH INTEREST BEGINS. If you do not cancel this loan, the date on which Interest begins, payment due dates, and effective date of insurance purchased are postponed by the number of days from this contract's date to date you receive this loan.

PAY-OUTS. You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

PREPAYMENT. Subject to the Prepayment Penalty described below, you may prepay your loan at any time. If you fully prepay before the final due date the Points are earned when this loan is made and you will not receive a refund of that part of the Finance Charge consisting of Points.

PREPAYMENT PENALTY. If you repay the entire outstanding balance of your Account at any time within five (5) years of the contract date and your Account is cancelled (including a release of the Mortgage on your real estate), you agree to pay a prepayment penalty equal to 1% of the Principal shown on page one (which excludes unearned credit insurance charges; if any). No prepayment penalty will be imposed: (a) at the time this loan is consolidated or refinanced by another loan with Lender; (b) for prepayment by proceeds of any credit insurance or acceleration after default; and (c) after five (5) years from the contract date.

LATE CHARGE. If you don't pay any payment in full in 10 days after it's due, you will also pay a late charge equal to the greater of \$15.00 or 5% of the Monthly Installment.

BAD CHECK CHARGE. If you give us a check that is returned unpaid, you will pay a bad check charge of \$20.

SECURITY. You agree to give us a security interest in the real estate as described in the Mortgage/Deed of Trust.

PROPERTY INSURANCE:

A. YOUR OBLIGATION TO INSURE. You shall keep the structures located on the real property securing this loan insured against damage caused by fire and other physical hazards, name us as a loss payee and deliver to us a loss payable endorsement. If insurance covering the real property is cancelled or expires while the loan is outstanding and you do not reinstate the coverage, we may obtain, at our option, hazard insurance coverage protecting our interest in the real property as outlined below.

B. LENDER'S RIGHT TO PLACE HAZARD INSURANCE. You authorize us, at our option, to obtain coverage on the Property in an amount not greater than the outstanding balance of principal and interest on the loan or, if known to be less, the replacement value of the Property, in the event that you fail to maintain the required hazard insurance outlined above or fail to provide adequate proof of its existence. You authorize us to charge you for the costs of this insurance and add the insurance charges to your loan. The Insurance charges will be added to the unpaid balance of the loan which accrues interest at the Contract Rate. The addition of the insurance charges due might increase the amount of your final installment. The cost of Lender placed hazard insurance might be higher than the cost of standard insurance protecting the property. The Lender placed insurance will not insure the contents of the property or provide liability coverage. The insurance might not be the lowest cost coverage of its type available and you agree that we have no obligation to obtain the lowest cost coverage. We or an affiliated company might receive some benefit (i.e. commission, service fee, expense reimbursement, etc.) from the placement of this insurance and you will be charged for the full cost of the premium without reduction for any such benefit. If at any time after we have obtained this insurance, you provide adequate proof that you have subsequently purchased the required coverage, we will cancel the coverage we obtained and credit any unearned premiums to your loan.

NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.



EXCHANGE OF INFORMATION. You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS. The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

APPLICABLE LAW. This loan is made at an agreed rate authorized by Section 501(a), Part A, Title V, Public Law 96-221, now known as Section 1735f-7(a), Title 12, United States Code.

INSURANCE. Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

YOU HAVE RECEIVED A COMPLETE COPY OF THIS AGREEMENT AND THE TRUTH-IN-LENDING DISCLOSURES.

BORROWERS:

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

WITNESS:



Name and Address of Borrower:
 [REDACTED]

Name and Address of Lender:
 BENEFICIAL MORTGAGE CO OF OHIO
 927 N CABLE ROAD
 CLOCK TOWER PLAZA/SUITE M
 LIMA, OH

Property Location (If different than above):
 [REDACTED]

Settlement Agent: Lender
 Other _____
 Place of Settlement: 927 N CABLE RD, LIMA OH 45805

Loan Number: 654100

Settlement Date: 11/23/1999

L. SETTLEMENT CHARGES		M. DISBURSEMENT TO OTHERS	
900. ITEMS PAYABLE IN CONNECTION WITH LOAN:		1501.	
901. Loan Origination Fee ("Closing Costs"):	%	BENEFICIAL ACCT# 65410008101993	
902. Loan Discount Fee ("Points"):	7.40 %		11,625.10
903. Appraisal Fee To: NATIONAL REAL ESTATE		1502.	
	114.37	TEMPLE-ILD	51,687.67
904. Credit Report To:		1503.	
905. Inspection Fee To:		1504.	
906. Mortgage Insurance Application Fee To:		1505.	
907. Mortgage Broker Fee To:		1506.	
908. Document Preparation Fee		1507.	
909. Application Fee	%	1508.	
911.		1509.	
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE:		1510.	
901. Invest From To @ \$ Per Day		1511.	
902. Mortgage Insurance Premium For Months To		1513.	
903. Hazard Insurance Premium For Year(s) To		1514.	
904.		1515.	
1000. RESERVES DEPOSITED WITH LENDER:		1600. LOAN AMOUNT	
1001. Hazard Insurance Months @ \$ Per Month		RL = Initial Advance (includes line 1400)	
1002. Mortgage Insurance Months @ \$ Per Month		CE = Principal Loan Amount	\$69,113.14
1003. City Property Taxes Months @ \$ Per Month		1601. Plus Cash/Check From Borrower	
1004. County Property Taxes Months @ \$ Per Month		1602. Minus Total Settlement Charges (Line 1400)	\$5,800.37
1005. Annual Assessments Months @ \$ Per Month		1603. Minus Total Disbursement To Others (Line 1520)	\$63,312.77
1006. Months @ \$		1604. Equals Disbursement to Borrower (After Expiration Of Any Applicable Rescission Period Required By Law)	\$0.00
1007. Months @ \$ Per Month			
1008. Months @ \$ Per Month			
1100. TITLE CHARGES			
1101. Settlement Or Closing Fee ("Escrow Fee") To:			
1102. Abstract Or Title Search To:			
1103. Title Examination To: NATIONAL REAL ESTATE	135.00		
1104. Title Insurance Binder To:			
1105. Document Preparation To:			
1106. Notary Fees To:			
1107. Attorney's Fees To: (Includes Above Item Numbers)			
1108. Title Insurance To: NATIONAL REAL ESTATE (Includes Above Item Numbers)	245.00		
1109. Lender's Coverage \$			
1110. Owner's Coverage \$			
1111.			
1112.			
1113.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES:			
1201. Recording Fees: Mortgage/Deed of Trust \$ 26.00 Release \$	26.00	1520. TOTAL DISBURSED (Enter On Line 1603)	63,312.77
1202. City/County Tax/Stamps: \$		N. NET SETTLEMENT	
1203. State Tax/Stamps \$	0.00		
1204.			
1205.			
1300. ADDITIONAL SETTLEMENT CHARGES:			
1301. Survey To:			
1302. Pest Inspection To:			
1306.			
1307.			
1400. TOTAL SETTLEMENT CHARGES (Enter On Line 1602)			

Borrower's Signature _____
 Date: _____

Borrower's Signature _____
 Date: _____

Lender: _____

LENDER (called "We", "Us", "Our")

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 927 N CABLE ROAD
 CLOCK TOWER PLAZA/SUITE M
 LIMA OH 45805

BORROWERS (called "You", "Your")

LOAN NO: [REDACTED]

[REDACTED]

ON PORTION OF AVERAGE DAILY BALANCE	INITIAL MONTHLY PERIODIC RATE	INITIAL ANNUAL PERCENTAGE RATE:	CREDIT LIMIT	DATE OF THIS AGREEMENT	MARGIN	ORIGINATION FEE FINANCE CHARGE
01 AND OVER	1.638 %	= 19.650 %	16000	11/23/99	11.40000%	\$ 480.00

In this Agreement, "you", "your" and "Borrower" mean the customer(s) who signs this Agreement. "We", "us", and "our" refer to Lender. This Agreement covers the terms and conditions of your Home Equity Credit Line Revolving Loan Account ("Account"). We want you to understand how your Home Equity Credit Line Revolving Loan Account works. Read this carefully, ask us any questions, and if you agree to be bound by this Agreement, sign below. If more than one person signs, each will be responsible for repaying all sums advanced under this Agreement.

Your Home Equity Credit Line Account is a revolving line of credit extended to you and secured as described below. You can obtain funds from your Home Equity Credit Line Revolving Loan Account (up to your credit limit) directly from us or by using the special checks we supply to you. You may pay your total unpaid balance at any time or in installments.

YOU ARE GIVING US A SECURITY INTEREST IN THE REAL ESTATE LOCATED AT THE ABOVE ADDRESS

REQUIRED INSURANCE. You may obtain any required insurance from anyone you choose and may assign any other policy of insurance you own to cover the security for this loan. You must have insurance covering security for this loan as indicated by the word "YES" below, naming us as loss payee.

- YES
- Title Insurance on real estate security.
 - Fire and extended coverage insurance on real estate security.
 - Physical damage insurance on vehicle listed under "Security" above, if "Y" appears under "Insured".
 - Physical damage insurance on other property under "Security" above, if "Y" appears under "Insured".

NOTICE: SEE THE FOLLOWING PAGES FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.



Available Credit: You may obtain funds directly from us or through your special checks up to your available credit. Your available credit is your credit limit (shown on page one) less the total unpaid balance, including finance charges, of your Account. If you make loan payments by check, we will adjust your available credit seven days after we receive your check to allow for check clearing. You agree not to request funds in an amount that would cause you to exceed your available credit. If you do so, we are not obligated to honor your request, but if we do lend you an amount over your available credit, you agree to pay us that excess amount, plus Finance Charges and Over the Credit Limit Charges, if any, immediately upon our request.

Minimum Draw and Balance Requirements: The maximum amount that may be withdrawn in any billing cycle is your available credit. The minimum credit advance by check that you can receive is \$100.

Promise to Pay: You may repay your entire outstanding balance at any time. You promise to pay Lender: (a) amounts borrowed under this Agreement; (b) Finance Charges, Administrative Charges (late charge, bad check charge, and over the credit limit charge), the Prepayment Penalty, and other charges provided in this Agreement; (c) credit insurance charges, if any; (d) collection costs permitted by applicable law, including reasonable attorneys' fees and court costs; (e) amounts in excess of your credit limit that we may lend you, plus Periodic Finance Charges; and (f) amounts that we may (but need not) pay or that are otherwise due under your Mortgage/Deed of Trust.

Payments: You may not use your special checks to pay any amounts due under this Agreement. Because the Periodic Finance Charge is computed each day, you will contact us regarding the exact payoff amount for the day you intend to make full payment.

If you do not pay the entire unpaid balance on your Account at once, you agree to pay at least the minimum payment shown on your monthly statement at the address indicated on the monthly statement.

Payment Amount: The monthly repayment amount consists of Finance Charge and Principal necessary to completely repay the Principal Balance and applicable Finance Charge during the time period represented by the Payment Factor indicated below, assuming no additional advances are taken.

Your initial Payment Amount is calculated using the Payment Factor shown below. Every time you take an additional cash advance, the Payment Amount on your Account will be recalculated using the Payment Factor shown below.

Every time the Monthly Periodic Rate changes on an Adjustment Date, the Payment Amount will be recalculated using the number of months that remain outstanding in the Payment Factor relative to the date of the last cash advance taken on your Account.

Once your Payment Amount is determined, this amount will remain fixed for subsequent billing periods until a new advance is posted to your account or there is a rate change. When this occurs, your Payment Amount will be recalculated based on the Payment Factor described below.

Payment Factor: The time period in months during which, if each Payment Amount is paid on the Due Date specified on the billing statement, the Principal Balance and applicable Finance Charge will be fully repaid. The appropriate Payment Factor is determined with reference to the following schedule:

<u>Credit Limit</u>	<u>Payment Factor (months)</u>
\$0 through \$25,000	120
\$25,001 through \$50,000	180

Minimum Payment: The Minimum Monthly Payment for any billing cycle will be the greater of \$50 or the Payment Amount (as described above) plus any Insurance Charges, Administrative Charges and any amounts past due.

NOTICE: SEE THE FOLLOWING PAGES FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.



Application of Payments: Your payments on this Account are applied first to past due amounts of the following charges in the following order: (a) insurance charges, if any, (b) Finance Charge, if any, (c) additional Administrative Charges if any, and (d) Principal, if any. Your payments are then applied to current due amounts of these charges in the same order.

Finance Charge: Finance Charges are the total of (a) Periodic Finance Charges and (b) Other Finance Charges

(a) **Periodic Finance Charges:** This is the interest charged on the balance of your Account during each billing cycle. The Periodic Finance Charge is calculated from the date that each advance, check or charge is posted to your Account. The Periodic Finance Charge is computed by multiplying the average daily balance in your Account in each billing cycle times the monthly periodic rate. The average daily balance is determined by totaling all daily unpaid balances in each billing cycle and dividing the total by the number of days in that cycle. A daily unpaid balance is the amount owed each day, including any unpaid Periodic Finance Charge, Administrative Charges, and credit insurance charges for prior billing cycles.

(b) **Other Finance Charges:** These are the Origination Fee Finance Charge and the Annual Credit Line Finance Charges we charge for opening and maintaining this Account. The combined Origination Fee Finance Charge and Annual Credit Line Finance Charge for the first year of this Agreement is stated on page one and is due and payable on this date. The Annual Credit Line Finance Charge for each subsequent year of this Agreement after the first year is \$50, which is due and payable annually. You agree that these charges may be charged to your Account balance.

Variable Rate: You agree that the monthly periodic rate used in determining your Periodic Finance Charge will be a variable rate which may change from month to month. The monthly periodic rate will be one-twelfth of the sum of the Prime Rate plus the number of percentage points as stated in the "Margin" box on page one. The initial monthly periodic rate on your Account is shown on page one. The monthly periodic rate will not exceed that permitted by applicable law.

The Prime Rate applicable to any billing cycle will be the prime rate published in "The Wall Street Journal," a business newspaper, on the first publication day of the month in which the billing cycle begins. If a range of rates is published, we will use the highest of the rates in the range.

When a change in the Prime Rate is published, a change in the monthly periodic rate will take effect on the first day of the billing cycle following the date of the published change. The new rate will apply to new loans and charges, and to the existing balance of your Account. An increase in the Prime Rate may increase the Annual Percentage Rate (corresponding to the monthly periodic rate) and the minimum payment on your Account.

If circumstances such as unavailability or discontinued publication of the index do not permit us to continue use of this variable rate index, we will change the index and margin so that the monthly periodic rate produced by the new index and margin is similar to the rate in effect when such circumstances occur.

The Annual Percentage Rate will not exceed 24% and will never be less than 10%. The Annual Percentage Rate will not exceed that permitted by applicable law. The Annual Percentage Rate includes only interest and does not include other costs.

Late Charge: If you do not pay any required Minimum Monthly Payment within 10 days after it is due, you agree to pay a late charge of the greater of 5% of the Minimum Monthly Payment due (including any unpaid late charges and amounts due from prior billing cycles) or \$15.00 (fifteen dollars).

Bad Check Charge: If you pay by a check which is returned for any reason, you agree to pay a bad check charge of \$20.

Over the Credit Limit Charge: We may charge you \$20.00 if you issue a special check for which you do not have sufficient available credit and which is returned to us by the bank on which it is drawn.

NOTICE: SEE THE FOLLOWING PAGES FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

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Other Charges: You agree to pay any amounts actually incurred by us for services rendered in connection with the Credit Line Revolving Loan Account for other taxes, title examination, appraisal, title insurance, fees and taxes paid to public officials in connection with recording, releasing or satisfying the Mortgage/Deed of Trust. You agree that these fees may be charged to your Account balance.

Prepayment Penalty: If you prepay the entire outstanding balance of your Account at any time within five (5) years of the loan agreement date and request a release of the real estate Mortgage or Deed of Trust on your real estate, you agree to pay a prepayment penalty equal to 1% of the credit limit as shown on page one. No prepayment penalty will be imposed if this loan is paid-off with the proceeds from another loan with us.

Security: You agree to give us a security interest in the real estate as described in the Mortgage/Deed of Trust which will secure all indebtedness, including future advances under this Agreement.

Property Insurance:

- A. Your Obligation to Insure:** You shall keep the structures located on the real property securing this Account insured against damage caused by fire and other physical hazards, name us as a loss payee and deliver to us a loss payable endorsement. If insurance covering the real property is cancelled or expires while the Account is outstanding and you do not reinstate the coverage, we may obtain, at our option, hazard insurance coverage protecting our interest in the real property as outlined below.
- B. Lender's Right to Place Hazard Insurance:** You authorize us, at our option, to obtain coverage on the Property in an amount not greater than the outstanding balance of principal and interest on the Account or, if known to be less, the replacement value of the Property, in the event that you fail to maintain the required hazard insurance outlined above or fail to provide adequate proof of its existence. You authorize us to charge you for the costs of this insurance and add the insurance charges to the Unpaid Balance of your Account, which will accrue interest at the Monthly Periodic Rate in effect on the Account. The addition of these insurance charges to the Unpaid Balance on your Account is treated just like a cash advance and will result in the recalculation of the Payment Amount on your Account as explained in this Agreement. The cost of the Lender Placed Hazard insurance might be higher than the cost of standard insurance protecting the Property. The Lender Placed Hazard Insurance will not insure the contents of the Property or provided liability coverage. The insurance might not be the lowest cost coverage of its type available and you agree that we have no obligation to obtain the lowest cost coverage. We or an affiliated company might receive some benefit (i.e. commission, service fee, expense reimbursement, etc.) from the placement of this insurance and you will be charged for the full cost of the premium without reduction for any such benefit. If at any time after we have obtained the insurance, you provide adequate proof that you have subsequently purchased the required coverage, we will cancel the coverage we obtain and credit any unearned premiums to your Account.

Exchange of Information: You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 8602, Elmhurst, IL 60126.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

NOTICE: SEE THE FOLLOWING PAGES FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.



Changes in this Agreement: We may change the terms of this Agreement if you consent or if such changes benefit you or are insignificant. We may change any amounts that we collect for taxes, property insurance, or credit insurance, if applicable. Prior written notice of changes will be given to you when required by applicable law. Changes may apply to both new and outstanding balances unless prohibited by applicable law. Termination of your credit limit will occur only as provided in the "Default and Cancellation of Agreement" and "Suspension or Reduction of Credit Privileges" paragraphs.

Tax Deductibility: You should consult a tax advisor regarding the deductibility of interest and charges for the credit line.

Default and Cancellation of Agreement: We have the right to terminate your Credit Line Account and to require you to pay your entire balance plus all other accrued but unpaid charges immediately because of:

- (a) failure to make two or more payments when due under this Agreement;
- (b) fraud or material misrepresentation in connection with the credit line, including failure to supply us with any material information requested or supplying us with misleading, false, incomplete or incorrect material information;
- (c) the filing of a bankruptcy petition by or against you accompanied by failure to make any payment when due under this Agreement;
- (d) the death of any borrower who signs this Agreement which adversely affects the property or our rights in the property securing this Agreement;
- (e) the institution of foreclosure proceedings or condemnation proceedings on the property or the institution of a trustee sale by a lienholder, or governmental seizure of the property;
- (f) the sale or transfer of any interest in the property securing this Agreement, without our consent (unless our consent is not required under your Mortgage/Deed of Trust);
- (g) the creation of a lien on the property if such lien adversely affects the property or our rights in the property securing this Agreement;
- (h) failure to maintain the property, failure to pay real estate taxes on the property, abandonment of the property, failure to keep the property insured, or any action which is a default under your Mortgage/Deed of Trust which adversely affects the property or our rights in the property securing this Agreement; or
- (i) any other action or inaction you take that adversely affects the property or our rights in the property securing this Agreement.

After default, you will pay our court costs, reasonable attorney fees (if attorney is not our salaried employee), and other collection costs related to the default, if not prohibited by applicable law.

Any balance outstanding under this Agreement when the credit limit is terminated will continue to accrue interest at the monthly periodic rate until paid in full. You agree to pay interest on any judgment at the contract rate.

Suspension or Reduction of Credit Privileges: We have the right to prohibit additional advances or extensions of credit and to reduce the credit limit applicable to this Agreement if:

- (a) the amount of your unused equity (at the time the credit was granted or last renewed) in the property securing this Agreement has decreased by 50% or more, based on a decrease in the appraisal value from the time the credit was granted or last renewed;
- (b) we reasonably believe that you will be unable to fulfill the repayment obligations under this Agreement because of a material change in your financial circumstances (including the filing of a bankruptcy petition);
- (c) you are in default of any of the material terms or conditions of this Agreement, including frequent overdrafts of your line of credit or failure to use or occupy real estate security as your primary residence;
- (d) any governmental action occurs that prevents us from charging the annual percentage rate provided for in this Agreement or that adversely affects our rights in the property securing this Agreement such that the value of our security interest in the property is less than 120% of your credit limit;
- (e) any regulatory agency has notified us that continued advances would constitute an unsafe and unsound practice;
- (f) the maximum annual percentage rate is reached;
- (g) any borrower who signs this Agreement requests us to prohibit additional advances or to reduce the credit limit; or
- (h) any of the events listed under "Default and Cancellation of Agreement" occurs.

Notice will be given to you as required by applicable law.

NOTICE: SEE THE FOLLOWING PAGES FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

12-12-98 VR
EX E

OHB57205



Miscellaneous: If any provision of this Agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable. Our failure to enforce any terms of this Agreement shall not be deemed to constitute a waiver of such terms. In order for any amendment to this Agreement to be valid, it must be in writing.

**YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE**

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

Notify Lender 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 Lender on a separate sheet at the address listed on your bill after the words: "Send your billing error notice address)." Write to Lender as soon as possible. Lender must hear from you no later than 60 days after Lender sent you the first bill on which the error or problem appeared. You can telephone Lender, but doing so will not preserve your rights.

In your letter, give Lender 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.

Your Rights and Lender's Responsibilities After Lender Receives Your Written Notice

Lender must acknowledge your letter within 30 days, unless Lender has corrected the error by then. Within 90 days, Lender must either correct the error or explain why Lender believes the bill was correct.

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

If Lender finds that Lender made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If Lender 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, Lender 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 Lender thinks you owe, Lender may report you as delinquent. However, if Lender's explanation does not satisfy you and you write to Lender within ten days telling Lender that you still refuse to pay, Lender must tell anyone Lender reports you to that you have a question about your bill. And, Lender must tell you the name of anyone Lender reported you to. Lender must tell anyone Lender reports you to that the matter has been settled between us when it finally is.

If Lender doesn't follow these rules, Lender can't collect the first \$50 of the questioned amount, even if your bill was correct.

Applicable Law: This Account is made under the Ohio Mortgage Loan Act, Sections 1321.51 to 1321.60 and Section 1321.99, Ohio Revised Code. This Account also qualifies as an "alternative mortgage transaction" under the Alternative Mortgage Transactions Parity Act section of the Garn-St. Germain Depository Institutions Act of 1982, Sections 3801 through 3806, Title 12, United States Code.

Insurance: Optional credit insurances and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

NOTICE: SEE THE FOLLOWING PAGE FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.



Before signing this Agreement, you have read and received this Agreement and the Federal Truth-In-Lending disclosures contained in it. You, the customer(s) signing below, agree to observe the terms and conditions of this Agreement.

Customer Signature (SEAL)

Date: _____

Witness: _____

Customer Signature (SEAL)

Date: _____



Name and Address of Borrower:

DEAN F. CONNER
11469 ASH AVE
AYONDALE SUBDIVISION
LAKEVIEW OH 43331

Name and Address of Lender:

BENEFICIAL MORTGAGE CO OF OHIO
927 N CABLE ROAD
CLOCK TOWER PLAZA/SUITE M
LIMA, OH

Property Location (If different than above):

[REDACTED]

Settlement Agent: Lender
 Other _____

Place of Settlement: 927 N CABLE RD, LIMA OH 45805

Loan Number: [REDACTED]

Settlement Date: 11/23/1999

L. SETTLEMENT CHARGES			M. DISBURSEMENT TO OTHERS	
800. ITEMS PAYABLE IN CONNECTION WITH LOAN:			1501.	
801. Loan Origination Fee ("Closing Costs"):	3.00 %	480.00	CHASE NA	
802. Loan Discount Fee ("Points"):	%			2,849.00
803. Appraisal Fee To:			1502.	
804. Credit Report To:			FLEET CC	5,290.00
805. Inspection Fee To:			1503.	
806. Mortgage Insurance Application Fee To:			HUNTINGTON	
807. Mortgage Broker Fee To:				7,839.00
			1504.	
			1505.	
811.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE:				
901. Invest From	To @ \$	Per Day		
902. Mortgage Insurance Premium For	Months To		1506.	
903. Hazard Insurance Premium For	Year(s) To			
904.				
1000. RESERVES DEPOSITED WITH LENDER:				
1001. Hazard Insurance	Months @ \$	Per Month	1507.	
1002. Mortgage Insurance	Months @ \$	Per Month		
1003. City Property Taxes	Months @ \$	Per Month	1508.	
1004. County Property Taxes	Months @ \$	Per Month		
1005. Annual Assessments	Months @ \$	Per Month	1509.	
1006.	Months @ \$	Per Month		
1007.	Months @ \$	Per Month		
1008.	Months @ \$	Per Month		
1100. TITLE CHARGES			1510.	
1101. Settlement Or Closing Fee ("Escrow Fee") To:				
1102. Abstract Or Title Search To:			1511.	
1103. Title Examination To:				
1104. Title Insurance Binder To:			1512.	
1105. Document Preparation To:				
1106. Notary Fees To:			1513.	
1107. Attorney's Fees To: (Includes Above Item Numbers)				
1108. Title Insurance To: (Includes Above Item Numbers)			1514.	
	\$			
1110. Owner's Coverage	\$		1515.	
1112.				
1113.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES:				
1201. Recording Fees: Mortgage/Deed of Trust \$	22.00 Release \$	22.00	1520. TOTAL DISBURSED (Enter On Line 1603)	15,978.00
1202. City/County Tax/Stamps:	\$			
1203. State Tax/Stamps \$		0.00		
1204.				
1205.				
1300. ADDITIONAL SETTLEMENT CHARGES:				
1301. Survey To:			1600. LOAN AMOUNT RL= Initial Advance (includes line 1400) CE= Principal Loan Amount	\$16,480.00
1302. Pest Inspection To:			1601. Plus Cash/Check From Borrower	
1303. Architectural/Engineering Services To:			1602. Minus Total Settlement Charges (Line 1400)	\$502.00
1304. Building Permit To:			1603. Minus Total Disbursement To Others (Line 1520)	\$15,978.00
1305.			1604. Equals Disbursement To Borrower (After Expiration Of Any Applicable Rescission Period Required By Law)	\$0.00
1306.				
1307.				
1400. TOTAL SETTLEMENT CHARGES (Enter On Line 1602)		502.00		

Borrower's Signature

Date: _____

Borrower's Signature

Date: _____

Lender:

REVOLVING LOAN VOUCHER

CREDITOR

BENEFICIAL OHIO INC. D/B/A BENEFICIAL MORTGAGE CO. OF OHIO
927 N CABLE ROAD
CLOCK TOWER PLAZA/SUITE M
LIMA OH 45805

BORROWERS

LOAN NO: 654100-18-111859

Borrowers agree to and direct the disbursements and Advance indicated below. If any estimated amount shown below varies from the actual amount paid, Borrowers agree to the disbursement of the actual amount and a corresponding change to the Advance shown below. Borrowers agree that this Advance is made under Borrowers' Revolving Loan Agreement (account number shown above.)

TO: CHASE NA.....	\$	2849.00
TO: FLEET CC.....	\$	5290.00
TO: HUNTINGTON.....	\$	7839.00
TO: ORINATION FEE	\$	480.00
OFFICIAL FEES (PAID FOR RECORDING DOCUMENTS)	\$	22.00
TOTAL ADVANCE(S)	\$	16480.00

WITNESS

BORROWERS:

DATE
09-27-99 Voucher

US147911



ARBITRATION RIDER

This Arbitration Rider is signed as part of your Agreement with Lender and is made a part of that Agreement. By signing this Arbitration Rider, you agree that either Lender or you may request that any action, dispute, claim or controversy of any kind whether contract or tort, statutory or common law, legal or equitable (the "Dispute") arising out of, pertaining to or in connection with any document signed in connection with the loan evidenced by the Agreement or any Dispute arising out of the making, servicing or collection of the loan may be resolved by arbitration in accordance with the following terms:

1. The arbitration shall be administered by the National Arbitration Forum (the "NAF" or "Arbitrator") in accordance with the terms of this Agreement and applicable law. This request may be made before or after the institution of any legal proceeding. You may begin the arbitration process by filing a written claim with the NAF at any NAF office or by certified mail at P.O. Box 50191, Minneapolis, Minnesota 55405. The Code of Procedure of the National Arbitration Forum (which includes the rules for how the arbitration will be handled) and related forms, including the forms to be used in filing a claim, may be obtained by calling (800)474-2371. Any hearing on your claim will be held in the city nearest to your residence where a federal district court is located or such other location as you and Lender may mutually agree.
2. If Lender files an arbitration claim, Lender shall pay all the filing costs. If you file an arbitration claim, the filing costs shall be paid as follows: (a) Lender agrees to pay for the initial cost of filing the arbitration claim up to the maximum amount of \$100.00; (b) for filing costs over \$100.00, such additional cost shall be divided equally between us up to the amount charged by NAF for a claim equal to your loan amount; and (c) all costs over the amount charged by NAF for a claim equal to your loan amount shall be paid by you. The cost of up to one full day of arbitration hearings will be shared equally between us. Fees for hearings that exceed one day will be paid by the requesting party.
3. This Arbitration Rider is made under the Federal Arbitration Act, 9 U.S.C. Sections 1-16.
4. Judgment upon any award rendered in the arbitration may be entered in any court having jurisdiction.
5. No provision of, nor the exercise of any rights under this Arbitration Rider shall limit the right of any party during any Dispute, to seek and use ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, protecting or foreclosing upon any property involved in a Dispute or subject to the loan documents. The use of the courts shall not constitute a waiver of the right of any party, including the plaintiff, to submit the Dispute to arbitration nor render inapplicable the compulsory arbitration provisions hereof.
6. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding.
7. The arbitration shall be conducted by one arbitrator who shall be a practicing attorney licensed to practice law in the State where the loan was made, shall be knowledgeable in the subject matter of the Dispute and shall be unrelated to either party (the "Arbitrator"). The Arbitrator shall be obligated to follow the law of the State where the loan was made, including reception, rejection and consideration of evidence. The Arbitrator shall be required to give a written opinion of his/her findings.
8. We both agree to keep the Dispute and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of either of our business or by applicable law or regulations.
9. The Arbitrator shall be empowered to impose sanctions and to take such other actions as the Arbitrator deems necessary to the same extent as could be imposed by a judge pursuant to the Federal Rules of Civil Procedure.
10. This Arbitration Rider shall survive repayment of your loan and termination of the Agreement. If any portion of this Arbitration Rider is deemed invalid or unenforceable, it should not invalidate the remaining portions of this Arbitration Rider.

Borrower: _____

Borrower: _____

Print Name: _____

Print Name: _____

LENDER

By: _____

Date: _____

