

**REAL PROPERTY MORTGAGE**

NAME AND ADDRESS OF MORTGAGOR(S): THOMAS L. TYRKA JEANNETTE TYRKA 4868 W. 84TH CT. CROWN POINT, IND. 46307		MORTGAGEE: MELLON FINANCIAL SERVICES CORPORATION ADDRESS: 8235 CALUMET AVE. MUNSTER, IN, 46321			
LOAN NUMBER 11497989	DATE 10-05-85	DATE FINANCE CHARGE BEGINS TO ACCRUE IF OTHER THAN DATE OF TRANSACTION	NUMBER OF PAYMENTS 60	DATE DUE EACH MONTH 11	DATE FIRST PAYMENT DUE 11-11-85
AMOUNT OF FIRST PAYMENT 191.71	AMOUNT OF OTHER PAYMENTS 191.71	DATE FINAL PAYMENT DUE 10-11-90	TOTAL OF PAYMENTS 11502.60	AMOUNT FINANCED 7550.00	

**THIS MORTGAGE SECURES FUTURE ADVANCES — MAXIMUM OUTSTANDING \$50,000.00**

THIS INDENTURE WITNESSETH, that Mortgagor (all, if more than one), to secure payment of a Promissory Note of even date from Mortgagor to the above named Mortgagee in the above Total of Payments, and all future and other obligations of Mortgagor to Mortgagee, the Maximum Outstanding at any given time not to exceed said amount stated above, hereby mortgages and warrants to Mortgagee the following described real estate together with all present and future improvements thereon situated in Indiana, County of.....LAKE..... commonly known as:

4868 W. 84TH CT.  
CROWN POINT, INDIANA  
46307

Lot 184 in Pine Island Ridge Unit - 10, as per plat thereof, recorded in Plat Book 46 page 1, in the Office of the Recorder of Lake County, Indiana

PROMISSORY NOTE IS A HOME IMPROVEMENT CONSUMER CREDIT SALE AGREEMENT BETWEEN MORTGAGOR AND MRK SOLAR SYSTEMS INC. WHICH HAS BEEN ASSIGNED TO MORTGAGEE.

If Mortgagor shall fully pay according to its terms the indebtedness hereby secured, then this Mortgage shall become null and void.

Mortgagor agrees to pay all liens, taxes, assessments, obligations and any charges whatsoever against the above described real estate and all sums due under any prior encumbrances against said real estate. Mortgagor also agrees to maintain insurance on the above described real estate in such form and amount as may be satisfactory to Mortgagee in Mortgagee's favor and in default thereof Mortgagee may, but is not obligated to, effect said insurance in Mortgagee's own name.

If Mortgagee makes an expenditure for any lien, tax, assessment, premium, covenant, prior mortgage or any charge whatsoever in connection with the above described real estate, such expenditure shall bear interest at the highest lawful rate if not prohibited by law, shall be a lien hereunder on the above described real estate, and may be enforced and collected in the same manner as the other debt hereby secured.

If Mortgagor defaults in complying with the terms of the note hereby secured or fails to perform any obligation to Mortgagee, the unpaid balance shall immediately become due and payable, at the option of Mortgagee, without notice or demand.

Mortgagor's spouse does hereby release any statutory right or claim in the mortgaged property.

Mortgagor and Mortgagor's spouse agree to pay the indebtedness hereby secured without any relief whatever from valuation or appraisal under Indiana law.

IN WITNESS WHEREOF, the undersigned (has—have) signed this instrument on the day and year first above written.

*Thomas L. Tyrka*  
THOMAS L. TYRKA  
*Jeannette G. Tyrka*  
JEANNETTE G. TYRKA

STATE OF INDIANA  
COUNTY OF LAKE SS:

Before me, a Notary Public in and for said County and State, on this.....5TH.....day of.....OCTOBER..... personally appeared

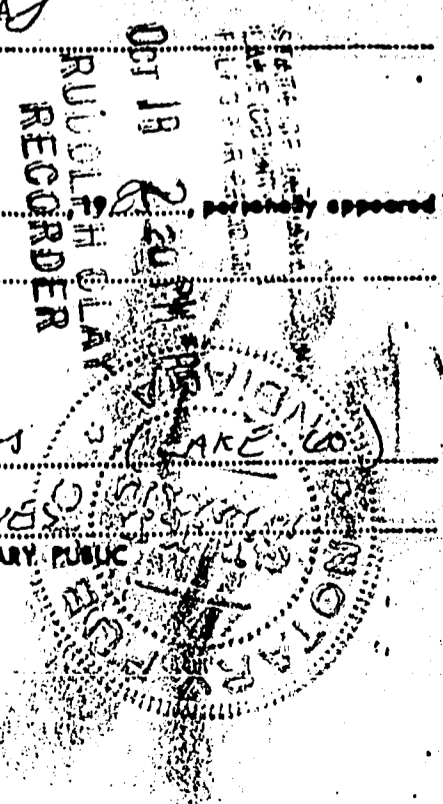
*THOMAS L. TYRKA*  
*JEANNETTE G. TYRKA*  
who acknowledged the execution of the foregoing Real Property Mortgage.

Witness my hand and Notarial Seal the day and year last above written.

Signature *Ken T. Graves*  
Printed.....KEN T. GRAVES.....  
NOTARY PUBLIC

My commission expires:  
7-17-89

This instrument was prepared by.....*[Signature]*.....



4.00