

MORTGAGE

THIS INSTRUMENT WITNESSES: That ERWIN G. BIRCHER and JUSTINE A. BIRCHER whose address is 6419 GRAND AVENUE, HAMMOND, INDIANA 46323 (Mortgagor), hereby MORTGAGES and WARRANTS to ENERGY CRAFT WINDOW COMPANY whose address is 6333 N. PULASKI ROAD, CHICAGO, ILLINOIS 60646 ("Mortgagee"), the real estate commonly known as 6419 GRAND AVENUE, HAMMOND 46323 (STREET ADDRESS AND CITY)

("Real Estate") and property located in LAKE County, Indiana, more particularly described in paragraph 9 below, together with all rights, title and interests of Mortgagor in and to all buildings, fixtures, and other improvements now or hereafter placed on the Real Estate (including the improvements purchased under the "Contract," as defined below), and all awards, payments or proceeds of voluntary or involuntary conversion of any of the foregoing, including all insurance, condemnation and tort claims (the "Mortgaged Property").

This Mortgage is given to secure payment of the following (called the "indebtedness"): (i) the debt (the "Contract Debt") owing under a Retail Installment Contract ("Contract") dated FEBRUARY 26 19 90, between ERWIN G. BIRCHER and JUSTINE A. BIRCHER as buyer ("Buyer"), and Mortgagee, as contractor and seller, in the amount of \$ 14,439.60 (the Total of Payments due under the Contract), payable in consecutive monthly installments of \$ 120.33

each commencing sixty days after completion of the improvements described in the Contract, with the full Contract Debt, if not paid earlier, due 120 months after the due date of the first payment under the Contract; (ii) late charges, deferral charges, and collection costs (including attorneys' fees) payable by Buyer under the Contract; (iii) all sums advanced and expenses incurred by Mortgagee pursuant to, or allowed by, the terms of this Mortgage, plus interest thereon at the Annual Percentage Rate stated in the Contract from the date paid or incurred until reimbursement; and (iv) any and all extensions or renewals of any of the indebtedness described above.

Mortgagor hereby agrees:

- 1. CARE AND CONDITION OF MORTGAGED PROPERTY. Mortgagor will (a) promptly repair, restore or rebuild any of the Mortgaged Property that is damaged or destroyed; (b) keep the Mortgaged Property in good condition and repair; (c) pay when due any indebtedness that is secured by a lien on the Mortgaged Property; and (d) permit Mortgagee to enter upon and inspect the Mortgaged Property at all reasonable times.
- 2. WARRANTY. Mortgagor warrants that Mortgagor is the fee simple owner of the Real Estate and has the right to convey and mortgage the Mortgaged Property.
- 3. INSURANCE. Mortgagor will keep the Mortgaged Property insured against loss by fire, extended casualty, vandalism, malicious mischief and other hazards. The insurance shall be satisfactory to Mortgagee, and losses shall be payable to Mortgagee pursuant to a standard noncontributing mortgage endorsement. Any money received by Mortgagee as payment for any loss may be applied, at Mortgagee's option, to prepayment of any portion of the indebtedness or to reimbursement of Mortgagor for expenses incurred in the repair of the Mortgaged Property.
- 4. TAXES. Mortgagor will pay when due all taxes, assessments, and other governmental and municipal charges imposed upon or assessed against Mortgagor or the Mortgaged Property.
- 5. PROTECTION OF SECURITY BY MORTGAGEE. Mortgagee may, at its option, make any payment and perform any act required of Mortgagor by this Mortgage, and all expenses incurred by Mortgagee in doing so, including reasonable attorneys' fees, shall constitute indebtedness and shall be immediately due and payable by Mortgagor.
- 6. TRANSFER OF MORTGAGED PROPERTY. Mortgagor will not, without the prior written consent of Mortgagee, transfer, sell, or contract to sell all or any part of the Mortgaged Property.
- 7. DEFAULT, ACCELERATION, AND REMEDIES. Upon the occurrence of any "Event of Default" (as defined below), Mortgagee may declare the entire indebtedness to be immediately due and payable, and Mortgagee shall have the right immediately to foreclose this Mortgage. Each of the following shall constitute an "Event of Default":

- (a) Buyer fails to pay any installment due under the Contract, or any other of the indebtedness, within thirty days after it is due;
 - (b) Buyer fails to perform any of Buyer's duties under the Contract or Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, and that failure is not cured within thirty days;
 - (c) Any representation made by Buyer or Mortgagor in the Contract or this Mortgage is false;
 - (d) Buyer (or any of them, if more than one) dies, becomes legally incompetent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy or insolvency proceedings; or
 - (e) Mortgagor sells, contracts to sell, transfers or abandons the Mortgage Property.
- The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order: First, to all expenses incurred by Mortgagee in collecting the indebtedness, or in connection with the foreclosure proceedings; second, to all items which constitute indebtedness, other than the Contract Debt; third, to the Contract Debt; and fourth, to the person or persons entitled thereto as determined by the court in the foreclosure proceedings.

Upon the commencement of foreclosure proceedings, Mortgagee will be entitled to the appointment of a receiver, without notice to any other party, without regard to the adequacy of any security for the indebtedness and without the requirement of any bond. Each and every right, power and remedy given or reserved to Mortgagee in this Mortgage is cumulative and in addition to every other right, power and remedy given in this Mortgage or existing at law or in equity. Mortgagee's delay or omission in the exercise of any right, power or remedy shall not be construed to be a waiver of any Event of Default.

8. SUCCESSORS AND ASSIGNS. This Mortgage shall run with the land and shall apply and extend to, be binding upon and inure to the benefit of Mortgagor, Mortgagee, their heirs, administrators, successors and assigns, every person claiming under Mortgagor, and each holder of the Contract.

9. AUTHORIZATION. Mortgagor hereby directs and authorizes Mortgagee (and any assignee of Mortgagee) to obtain a legal description of the Real Estate and to insert that legal description in this paragraph 9 for the purpose of providing a more precise description of the Real Estate. (Insert legal description below.)

Lot 39 (except the South 5 feet thereof), and all of lot 40 in Block 3 in I.E. Pritchard's Second Addition, in the City of Hammond, as shown in Plat Book 11, page 34, in the Recorder's Office of Lake County, Indiana. Known as: 6419 Grand Ave., Hammond, Indiana.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage, and acknowledges receipt of a copy of this Mortgage, this 26TH day of:

FEBRUARY 19 90

Mortgagor: Erwin G. Bircher
 Signature ERWIN G. BIRCHER
 Printed Name
Justine A. Bircher
 Signature JUSTINE A. BIRCHER
 Printed Name

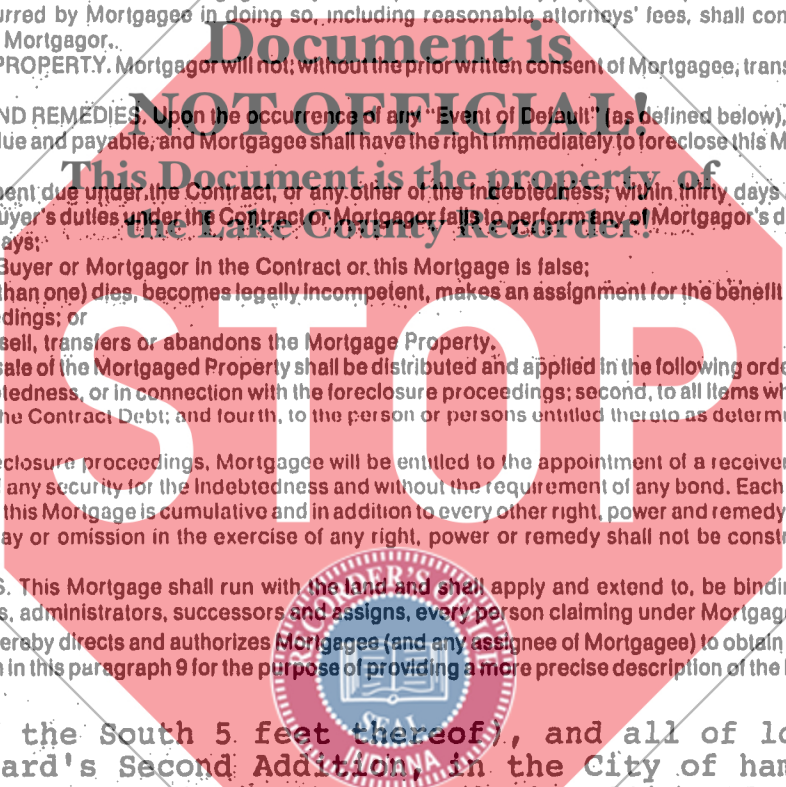
STATE OF INDIANA/S.S. NO. _____
 LAKE COUNTY
 FILED _____
 APR 3 11 12 AM '90
 ROBERT RECORDER LAND

Signature _____
 Printed Name _____
 Signature _____
 Printed Name _____

RECEIVED FOR RECORD _____ day of _____ 19 _____ at _____ o'clock _____ and recorded in Volume _____ of _____ on page _____

7.50

092888
18 account



STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, a Notary Public in and for the State of Indiana, personally appeared

ERWIN G. BIRCHER and JUSTINE A. BIRCHER

who, being first duly sworn, acknowledged execution of the foregoing Mortgage.
Witness my hand and Notarial Seal this 20th day of FEBRUARY, 19 90.

Stephen V. Babincsak
Signature
STEPHEN V. BABINCSAK
Printed Name Notary Public

I am a resident of _____ County, Indiana.
My commission expires: 1/20/91.

STATE OF INDIANA)
COUNTY OF _____) SS:

Before me, a Notary Public in and for the State of Indiana, personally appeared _____
who, being first duly sworn, acknowledged execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this _____ day of _____, 19 _____.

Signature

Printed Name Notary Public

I am a resident of _____ County, Indiana.
My commission expires: _____

Return to: Oxford Credit Corp.
300 Crossways Park Drive
Woodbury, New York 11797

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

This instrument prepared by Stephen V. Babincsak

OCC 18-3 IN

4/83

MORTGAGE

Erwin G. Bircher and Justine A. Bircher
--TO--
Energy Craft Windows

The land affected by this instrument lies in



the _____ of _____
COUNTY OF LAKE
STATE OF INDIANA
SECTION _____
BLOCK _____
LOT _____

RECORD AND RETURN TO:
OXFORD CREDIT CORP.
300 CROSSWAYS PARK DRIVE
WOODBURY, NEW YORK 11797

124384