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CMIL
008925497

RETURN TO:
BANK UNITED OF TEXAS FSB
DBA COMMONWEALTH UNITED MTG
1301 N. BASSWOOD, 4TH FLOOR
SCHAUMBURG, ILLINOIS 60173



DEPT-01 RECORDING \$31.50
T#1111 TRAH 0936 07/26/93 13:12:00
\$8981 + **-93-577863
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 12TH, 1993
The mortgagor is ROBERT E. BYRNE AND DONNA M. BYRNE, HUSBAND AND WIFE

BANK UNITED OF TEXAS FSB ("Borrower"). This Security instrument is given to
which is organized and existing under the laws of THE UNITED STATES , and whose address is
3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027

("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED SEVENTY SIX THOUSAND TWO HUNDRED FIFTY AND 00/10
Dollars (U.S. \$ 176250.00). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
AUGUST 1ST, 2023 . This Security instrument secures to Lender: (a) the repayment of the debt
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other
sums, with interest, advanced under paragraph 7 to protect the security of this Security instrument; and (c) the performance of
Borrower's covenants and agreements under this Security instrument and the Note. For this purpose, Borrower does hereby
mortgage, grant and convey to Lender the following described property located in COOK

County, Illinois:

LOT 7 IN BARNETT'S HILLCREST SURDIVISION, A RESUBDIVISION OF
BLOCK 45, IN NORWOOD PARK IN THE SOUTHWEST 1/4 OF SECTION 31,
TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN
IN COOK COUNTY, ILLINOIS.

P.I.N. 10-31-300-024

93577863

which has the address of 6442 N. SAYRE AVE.
(Street)

CHICAGO
(City)

Illinois 60631 ("Property Address");
(Zip Code)

ILLINOIS- Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1878 (9202)

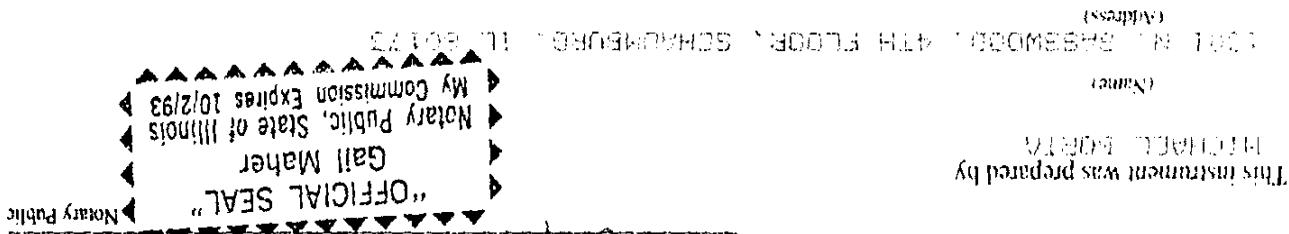
Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■
To Order Call: 1-800-530-0303 □ FAX 016-791-1131

3150
by MR

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Form 3014 9/90 (page 6 of 6 pages)



This instrument was prepared by
HOTEL & MOTEL BOILER

My Commission expires:

Given under my hand and official seal, this

12

day of

March

and delivered the said instrument as

THE

to

free and voluntary act, for the uses and purposes herein set

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed

, personally known to me to be the same person(s) whose name(s) are

, a Notary Public in and for said county and state,

County ss:

STATE OF ILLINOIS, *Cook*

1. THE CREDITOR(S)

Roger E. Evans ROGER E. EVANS, 6110 DOWNTOWN DR., CHICAGO
Borrower (Seal)
M. B. Evans M. B. Evans, 6110 DOWNTOWN DR., CHICAGO
Borrower (Seal)

Witness:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this
Security instrument and in any rider(s) executed by Borrower and recorded with it.

Other(s) (specify)

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Rate Improvement Rider
- Second Home Rider
- Balloon Rider

[Check applicable box(es)]

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants of this Security instrument as if the rider(s) were a part of this Security instrument.

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the property measured against loss by fire, hazards included within the term "extended coverage", and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; or (b) consents in good faith the Lender by, or defers against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or (c) secures from the holder of the lien an agreement satisfactory to Lender superimposing the lien over this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may affect or take one or more of the actions set forth above within 10 days of the giving of notice,

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to numerous payable under paragraphs 2 through 7; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any funds held by Lender. If under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums due of the Property.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall second to Borrower for the excess. Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender is not sufficient to pay the Escrow liens when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

The Funds shall be held in an escutcheon whose deposits are insured by a federal agency, instrumentality, or entity including Lenders, if Lender is such an institution or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Lenses, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Lenses, unless itender pays Borrower interest on the Funds and applying the escrow account to the Escrow Lenses, unless Lender pays Borrower interest on the Funds and applying the escrow account to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made to applicable law requires payment of paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, however may agree to writing, however, that interest shall be paid on the Funds and Lender shall give to Borrower, without charge, an annual account of the Funds, showing credits and debits to the Funds and all the earnings on the Funds. Borrower and Lender may agree to writing, however, that interest shall be paid on the Funds and Lender shall give to Borrower, without charge, an annual account of the Funds, showing credits and debits to the Funds and all the earnings on the Funds. Borrower and Lender may agree to writing, however, that interest shall be paid on the Funds and Lender shall give to Borrower, without charge, an annual account of the Funds, showing credits and debits to the Funds and all the earnings on the Funds.

2. Funds for Taxes and Insurance. Subsidiary payments are due under the Note, until the Note is paid in full, a sum ("Funds") for taxes and assessments which may accrue on the Property over this Security instrument as a lien on the Property; (b) yearly leaseshold payments or annual rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender or his assigns or heirs.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREEMENT AS FOLLOWS:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to borrow over, warrant and will defend generally the title to the Property against all claims and demands, subject to any mortgage, grant and convey the Property and that the encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and **all fixtures now or hereafter** a part of the property. All replacements and additons shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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Sample Forms - Sample Addendum Note SECURITY INSTRUMENT - Uniform Condominium Notes (998 - Page 4 of 9 pages)

18. Borrower's Right to Remedy. If Borrower meets certain conditions at any time prior to the earlier of: (a) 5 days (or such other period as may be provided by this Security instrument) or (b) five calendar days after the right to have remedies permitted by this Security instrument is exercised by Lender to the date the notice to pay all sums secured by this Security instrument is delivered to Borrower, Borrower shall have the right to have the right to have

remedies permitted by this Security instrument without notice further notice of this period, Lender may invoke any Security instrument to pay these sums prior to the expiration of this period. The notice shall provide a period of 15 calendar days from the date the notice is delivered to Borrower, Lender shall give five calendar days of acceleration of this period.

If Lender exercises this option, Lender shall provide a period of 15 calendar days from the date the notice is given to the date of this Security instrument. If however, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security instrument.

19. Transfer of the Property or a Beneficial Interest. If Borrower is sold or transferred to another if exercise is prohibited by federal law as of the date of this Security instrument, Lender may, at its option, require immediate payment in full of all sums accrued by

without Lender's prior written consent, Lender may, if it is sold or transferred to another if exercise is prohibited by federal law as of the date of this Security instrument, Lender may, at its option, require immediate payment in full of all sums accrued by

it is sold or transferred to it if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person)

17. Transfer of the Property or a Beneficial Interest. If all or any part of the Property or any interest in

16. Borrower's Copy. Borrower shall be given one copy of this Note and of this Security instrument.

15. Governing Law; Severability. This Security instrument shall be governed by the laws of the state and the law of the Note, which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are controlled by applicable law, such contrary laws notwithstanding. Note which can

govern in which the property is located. In the event that any provision of this Security instrument or the Note purports to be ineffective or contrary to the law of the state and the law of the Note, it will be ineffective.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivery by or by mail to Lender at his address stated herein or any office address Lender designates by notice to Borrower. Any notice provided for

mail to Lender's address unless otherwise specified by notice to Lender. Any notice to Lender shall be given by first class

address in any other address Borrower designates by notice to Lender. The notice shall be directed to the Property

mailing it by this class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietor of this Security instrument shall be delivered to the Lender within five days of receipt of Lender's notice as given in this

13. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and this law is finally interpreted so that the interest or other amounts called for to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge, and this law is finally interpreted so that the interest or other amounts called for to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced as a partial repayment of the charge under the Note.

12. Successors and Assigns. Notwithstanding the language above, Any notice of default, non-payment, or any other provision in this Security instrument shall bind and benefit in the same manner as the original parties to the Note without any change, and this law is finally interpreted so that the interest or other amounts called for to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge, and this law is finally interpreted so that the interest or other amounts called for to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced as a partial repayment of the charge under the Note.

11. Borrower's Right to Release of Guarantor. Extension of payment shall not extend or modify the interpretation of the loan secured by this Security instrument in the interest of convenience, and (b) any other provision in this Security instrument shall bind and benefit in the same manner as the original parties to the Note without any change, and this law is finally interpreted so that the interest or other amounts called for to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge, and this law is finally interpreted so that the interest or other amounts called for to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced as a partial repayment of the charge under the Note.

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