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DEPT-01 RECORDING \$15.25

State of Illinois

MORTGAGE

FHA Case No.

203/244

CMC NO. 0001091032

THIS MORTGAGE ("Security Instrument") is given on The Mortgagor is STEVEN S. HEBERT and MARIA A. HEBERT HIS WIFE

whose address is 3233 N GUSTAVE, FRANKLIN PARK, ILLINO'S 60131

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which is organized and existing und a the laws of 8131 W. 95th Street

The State of Hillsinois viscous and the expensed whose antermora our mana reportions our as their fi

Oak Lawn , 1111 ne 5 50453

Dollars (U.S. \$ 97,200.00). This dobt is evidenced by Borrower's note dated the same date as unis security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on). This dibt is evidenced by Borrower's note dated the same date as this Security . This Sourity Instrument secures to Lender: (a) the repayment of the debt 2020 evidenced by the Note, with interest, and all renewals, evidenced and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the occurity of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Iran ment and the Note, For this purpose; Borrower does hereby mortgage, grant and convey to Lander the following describe I property located in

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TAX 10 NO. 12-21-428-205 seems of continuous and produced and wells as a present of the continuous and the c

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, reats, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing in referred to in this Security Instrument, as the "Property," and more soil the theory of sould often at their weeking! If

coregants and agreements reatoned in this Security, inclination, actions as a legal programme that may applificants BORROWER COVENANTS that Borrower is lawfully resided of the restate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of

Service and The Property Committee of the Committee 1. Payment of Principal, Interest and Late Charge, Borrower shall pay when due the principal of; and interest on, the debt evidenced by the Note and late charges due under the Note. Burger Brown and Commence of the contract of the comment of

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Page 1 of 4

VMP MORTGAGE FORMS + (310)290-8100 + (800)521-7291

Each monthly installment for leng a (t), and (c) high each operating the second account account account account to maintain an additional backer of act more than any eight of the amounts. The full annual amount for each item shall be accountled by Lender within a period coding one meath item would become delinquent. Lender shall half ite amounts collected in trust to pay items (a), (b), and (c) to become delinquent.

If at any time the total of the payments held y Lander for items (a), (b), and (c), together with the feture monthly payments for such items payable to Lender prior to the due dates of such items, exceed by more than one with the estimated amount of payments required to pay such items when due, and it payments on the Note are current, [6]. Lander shall either refund the excees over one sixth of the estimated payments or credit the success over one sixth of the infinished payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (6), or (c) is insufficient to pay; the item; when due then Borrower shall pay to Leader any amount secures y to make up the deficiency on or before the date the item becomes due.

deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his designee. Most Security Instruments insured by the Secretary are insured under programs which require services gay the entire mortgage insurance premium. If this Security Instrument insured under a program which all the insured under a program which all the insurance premium, then each monthly payment shell also include a state. advance payment of the entire mortgage insurance premium, then sech monthly payment shell also include either (installment of the annual mortgage insurance premium to be paid by Leader to the Secretary, or (ii) a monthly charge insurance premium if this Security Instrument is held by the Secretary. Each mortgage insurance premium shall be in an amount sufficient to sociametric the full annual mortgage insurance premium shall be in an amount sufficient to sociametric the full annual mortgage insurance premium shall be in an amount sufficient to sociametric the full annual mortgage insurance premium to the date the full annual mortgage insurance premium. The secretary is considered to the secretary of the secretary of the secretary of the monthly charge shell be in an amount equal to the twelfth of the secretary outstanding principal to lance due on the Note.

If Borrower tender, to Lender the full payment of all sums secured by this Security Instrument. Berrower's account will be credited with the balance remaining for all installments, (or items (a), (b), and (c), and say more than installment that Lender become obligated to pay to the Secretary; and Lender shall promptly relies by secure to Borrower. Immediately just to a foreclosure sale of the Property or its sequisition by Leader, Berrower's eccessit shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments #11 payments under paragraphs 1 and 2 stiell be applied by Leader as followed as followed by Leader to the Secretary of the monthly charge by the Secretary instead of the monthly monthly insurance premium, unless Borrower, paid the entire monthly monthly insurance premium.

when this Security Instrument was signed:

Second, to any taxes, special assessments, lesshold payments or ground reats, and fire, flood and other lexand insurance. premiums, as required;
Third, to interest due under the Note; No. 200 and the Mote and the Note; No. 200 and the No. 200

Fourth, to amortization of the principal of the Notes against a transaction 0.000

Fifth, to late charges due under the Note.

Fifth, to late charges due under the Note.

A. Fire, Flood and Other Hazard Insurance. Borrow: hall insure all improvements on the Property whether now in existence or subsequently erected, against any hazards, carm ties, and contingencies, including fire, for which insurance. This insurance shall be maintained in the amount of the periods that Landar requires become insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with commands approved by Lender The massace policies and any renewals shall be held by Lender and shall include loss payable claus. In favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Leader may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby and cased and directed to make gayment for such directly to Lender, instead of to Borrower and to Lender only. All of any part of the insurance process in a patient of the process of the indebtedness under the Note rad this Security instrument. That is applied in the order in Paragraph 3, and then to prepayment or rescipal, or (b) is the restaurance of the damaged property. Any application of the proceeds to the principal shall so attend or paragraph. Any application of the proceeds to the principal shall so attend or paragraph. Any application of the proceeds to the principal shall so attend or paragraph. Any application of the proceeds to the principal shall so attend or paragraph. Any application of the proceeds to the principal shall so attend or paragraph. Any application of the proceeds to the principal shall so attend or paragraph. Any application of the proceeds to the principal shall so attend or paragraph. Any application of the proceeds to the principal shall so attend or paragraph. Any application of the proceeds to the principal shall so attend or paragraph. Any application of the proceeds to the principal shall so attend or paragraph. Any application of the proceeds to the principal shall so attend or paragraph.

In the event of foreclosure of this Security Instrument or other transfer of title to the Process, that extinguish indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall per a to the purchases.

- 5. Preservation and Maintenance of the Property, Leaseholds. Borrower shall not commit or it or destroy, or substantially change the Property or allow the Property to deteriorate, reasonable wear, and two words. Lead inspect the property if the property is vacant or abandoned or the loss is in default. Leader may take a protect and preserve such vacant or abandoned property. If this Security Instrument is on a leasehold, Borrow Ramilland. inspect the property if the property is recent or abandoned or the loan is in default. Leader may tag the protect and preserve such vacant or abandoned property. If this Security Instrument is on a beauthold, Burlow with the provisions of the lease, If Borrower acquires fee title to the Property, the beauthold and fee title and the title and the security of the beauthold and the title and the security of the se
- with the provisions of the lense. If Borrower acquires fee title to the Property; the leasehold and fee title and recommendate the provisions of the lense in writing.

 6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all government municipal charges, fines and impositions that are not included in Paragraph. 2. Borrower shall pay these obligations, on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.
- If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any officer 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, for condemnation or to enforce how or regulations); these Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Regards including payment of taxes, hazard insurance and other items mentioned in Paragraph 2 and villaging bases they are supported.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrows, and as security this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the optimal of Lender, shall be immediately due and payable.

7 Condemnation. The proceed of a state of the security and all the security and additional debt of Borrows, and at the optimal of the security and the security and the security and the security and additional debt of Borrows, and at the security of the security of the security and the securit

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any Condemnation. The proceeds of any award of claim for changes, direct of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains usual under the Note and this Security Instrument. Lender shall apply such proceeds to the retaction of the indebtedness that remains usual under the Note and this Security Instrument, Lender shall apply such proceeds to the retaction of the indebtedness that remains usual under the Note and this such that the security instrument, first to any delinquent amounts applied in the order provided in a requirement of the property amounts of the indebtedness that remains usual under the number of the indebtedness that remains usual under the Note and this such that the property amounts of the indebtedness that remains usual under the Note and this such that the property amounts applied in the order provided in a requirement of the property amounts applied in the order provided in a requirement of the property amounts and this property amounts applied in the order provided in a requirement of the property amounts applied in the order provided in a requirement of the property amounts applied in the order provided in a requirement of the property amounts and the property amounts and the property amounts are the provided in the property amounts are provided in the p

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Any application of the proceeds to the tringial shall to extend our estern the due of the channel by payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

- 8. Fees, Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt."
 - (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
 - (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:
 - (i) All or part of the Property is otherwise transferred (other than by devise or descent) by the Borrower, and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her primary or secondary rasidence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
 - (c) No Waiver. It circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
 - (d) Regulations of MUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not sutherize acceleration or foreclosure if not permitted by regulations of the Secretary.
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's laiture to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure coets and reasonable and only many attorneys' feed and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, his Security Instrument and the obligations, that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will advectly affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the reighal Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest convertue to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand mode by the original Borrower or Borrower's successors in interest. Any forbearance by Lender to exercising any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability. Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Linder and Borrower, subject to the provisions of paragraph 9.b. Borrower's covenants and agreements shall be joint and several Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is corsigning, this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument: (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument stall to given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address examp other address Borrower designates by notice to Lender, Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. At y notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 14. Governing Law; Severability. This Security Instrument shall be governed by Federal lew and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security I strument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument 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 declared to be severable.
 - 15. Borrower's Copy, Borrower shall be given one conformed copy of this Security Instrument.
- 16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.
- If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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17 Variations Procedure If Lender requires in	n media (e //16 v 16 v 166) [16
foreclose this Security Instrument by judicial preceded in pursuing the remedies provided in this paragraph	ing! Conder shall be entitled to collect all tage has the cred
and costs of title evidence.	and the lands, London may, except as limited by regulation
18. Release. Upon payment of all sums secured by Instrument without charge to Borrower, Borrower shall pay	of this Security Instrument In Lander Shall relation this Security
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