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This instrument was prepared by:

Name: COMMUNITY SAVINGS BANK

Address: 4801 W. BELMONT AVENUE
CHICAGO, IL 60641

FAX 331

0021416379
1999-0020 18 001 Page 1 of 14
2002-12-20 09:24:02
Cook County Recorder 50.00

0021416379

After Recording Return To:

COMMUNITY SAVINGS BANK
4801 W. BELMONT AVENUE
CHICAGO, IL 60641

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated NOVEMBER 21, 2002

, together with all

Riders to this document.

(B) "Borrower" is GLENN HIGGIN, and KAREN K. HIGGIN, HIS WIFE,

(B)

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is COMMUNITY SAVINGS BANK

organized and existing under
. Lender's address isLender is a ILLINOIS CORPORATION
the laws of

THE STATE OF ILLINOIS

4801 W. BELMONT AVENUE, CHICAGO, IL 60641

. Lender is the mortgagee under this Security Instrument
. The Note

(D) "Note" means the promissory note signed by Borrower and dated NOVEMBER 21, 2002

states that Borrower owes Lender Six Hundred Thousand Dollars And No Cents
Dollars (U.S. \$ 600,000.00) plus interest. Borrower has promised

to pay this debt in regular Periodic Payments and to pay the debt in full not later than DECEMBER 1, 2017

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the

Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be

executed by Borrower [check box as applicable]:

 Adjustable Rate Rider Condominium Rider Second Home Rider Balloon Rider Planned Unit Development Rider Other(s) [specify]**MULTI**
 1~~X~~ Family Rider Biweekly Payment Rider

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

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To Order Call: 1-800-530-9393 Fax: 616-791-1131
GREATLANDS ■
Form 301A 1/01

(Page 2 of 11 pages)

ITEM 1876L2 (0011)

LITIGATION - Single Family - Furnish Mae/Freddie Mac UNIFORM INSTRUMENT

BORROWER COVENANTS that Borrower is lawfully seized of the estate 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 record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtelements, 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 is referred to in this Security instrument as the "Property".

<p>4815 W. DIVERSITY AVENUE, [Street] CHICAGO, [City] ILLINOIS 60639 [Zip Code]</p>	<p>(Property Address): [Name of Recording Jurisdiction] [Type of Recording Jurisdiction] of COOK County [Name of Recording Jurisdiction] LOTS 12, 13, AND 14 IN BLOCK 1 IN E. F. KENNEDY'S RESUBDIVISION OF PAUL STENLANS SUBDIVISION OF THE EAST HALF (E-1/2) OF THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;</p>
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which currently has the address of

PERMANENT INDEX NUMBER: 13-28-403-016-0000.

This Security instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of COOK

TRANSFER OF RIGHTS IN THE PROPERTY

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under RESPA.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security instrument.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party other than insurance proceeds paid under the coverage described in Section 5 for (i) damage to, or destruction of, the Property; (iii) condemnation or other taking of all or any part of the Property; (iv) damage to, or destruction of, the Property; or (v) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(K) "Escrow Items" means those items that are described in Section 3.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephone, computer, or magnetic tape so as to

order, instruct, or authorize a financial institution to debit or credit an account such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners' association or similar organization.

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THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now, or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower

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(Page 4 of 11 pages)

To Order Call: 1-800-530-9933 Fax: 616-791-1131
GRREATLANDS
Form 3014/11

ITEM 18764 (001)

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was therefore, such coverage shall cover Lender, but might not protect Borrower, Borrower's equity in the Property, or option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's the review of any flood zone determination resulting from an objection by Borrower.

also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the remapping or similar changes occurring which reasonably might affect such determination or certification. Borrower shall tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonable. Lender may require sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts insured against loss by fire, hazards included within the term, "extended coverage", and any other hazards including, but not 5. Property Insurance. Borrower shall keep the improvements now existing or thereafter erected on the Property Lender in connection with this loan

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Section 4.

Borrower shall promptly discharge any lien which is priority over this Security Instrument unless Borrower: (a) agrees date on which notice is given, Borrower shall satisfy the lien or take one of the actions set forth above in this can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien Within 10 days of the subordination to the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which only until such proceedings are concluded or (c) secures from the holder of the lien an assignment satisfactory to Lender proceedings which in Lender's opinion operate to prevent the retroactive effect of those proceedings but is performing such agreement, (b) consents the lien in good faith, or defers against retroactive effect of the lien in, legal in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower in writing such agreement, (b) consents the lien in good faith, or defers against retroactive effect of the lien in, legal and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Funds held by Lender.

Upon payment in full of all sums received by this Security Instrument, Lender shall promptly refund to Borrower any funds held up the deficiency in accordance with RESPA, but in no more than 12 months payables.

Borrower shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in funds held by Lender.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess shall give to Borrower, without charging of the Funds as required by RESPA.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity otherwise in accordance with Applicable Law.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items to Lender all Funds, and in such amounts, that are then required under this Section 3.

Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any failure to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and or all Escrow Items at any time by a notice given in accordance with Section 15 and upon such revocation, Borrower shall pay or all Escrow Items at any time by a notice given in accordance with Section 15 and upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 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.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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As a result of these assignments, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such assignment provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance". Further, any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

Mortgage Insurance remunerates Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

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.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Botower secured by this Security Instrument. These amounts shall bear interest at the rate from the date of disbursement and shall be payable, with such interest upon notice, from Lender to Botower requesting payment.

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(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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transfer of title by Borrower at a future date to a purchaser.

18. Transfers of the property or a beneficial interest in documents. As used in this section "transfers" means any legal or beneficial interest in the property, including, but not limited to, those beneficial interests

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

As used in this Security Instrument (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Governing Law, Severability, Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument and the Note shall be governed by state law.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to all Borrowers shall constitute notice to all Borrowers unless otherwise specified. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall report a change of address through that specified procedure. There may be only one address designated under this Security Instrument at any one time. Any notice to Lender shall be given by deliverying it personally to Lender's address stated herein unless Lender has designated another address by notice to Lender or by mailing it by first class mail to Lender's address. Any notice to Lender shall be given by deliverying it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Lender or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Lender.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected exceed the amount necessary to reduce the charge to the permitted limit, then: (a) any such loan provided for under the Note), Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default for the purpose of protecting Lender's interest in the Property and rights under this Security instrument, including but not limited to, attorney fees, property inspection and valuation fees, in regard to any other fees, the absence of express authority in this instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security instrument or by Applicable Law.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's obligations and liabilities under this Security Instrument in writing. The coverants and agreements of this Security Instrument shall bind (except as modified in Section 20) and benefit the successors and assigns of Lender.

13. Joint and Several Liability; Co-signers; Successors and Assignees; Bound Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument shall be liable only to the extent of his or her individual liability, notwithstanding the fact that he or she may be a signatory to this Note.

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immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

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(Page 10 of 11 pages)

ITEM 1876L10 (0011)

ILLINOIS - Single Family - Future Mac/Freddie Mac UNIFORM INSTRUMENT

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GRATLAND
Form 3014 1/01

Insurance may be more than the cost of insurance Borrower may be able to obtain on its own insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance imposed in connection with the placement of the insurance until the effective date of the cancellation or expiration of the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may have obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. Lender purchases insurance for the collateral, Borrower may pay any claim that Borrower makes or any claim that is made against Borrower in connection with Lender's purchases in Borrower's collateral. This insurance protects Borrower's interests. The coverage that Lender provides in Borrower's collateral, unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect and by virtue of the Illinois homestead exemption laws.

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases all rights under but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

Instrument Borrower shall pay any reconnection costs. Lender may charge Borrower a fee for releasing this Security Instrument. Section 22, including but not limited to, reasonable attorney fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument provided by the court further demand and may foreclose this Security Instrument by curing on or before the date specified in the notice. Lender at its option may require immediate payment in full of all non-existent or a default or any other defense of Borrower to accelerate and foreclose. If the default is not cured by this Security Instrument and the right to assert in the foreclosure proceeding further information from Borrower to release after acceleration and the right to cure the default is not secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall that failing to cure the default on or before the date specified in the notice may result in acceleration of the sums (d) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and applicable Law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Clean-up, affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with governmental or regulatory authority, or any private party, that may removal or other remediation of any Hazardous Substance or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower leases, or is notified by any leaking discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 11 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

Glenn Higgin

(Seal)
-Borrower

GLENN HIGGIN

Karen K. Higgin

(Seal)
-Borrower

KAREN K. HIGGIN

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Witness:

Witness:

State of Illinois
County of

COOK

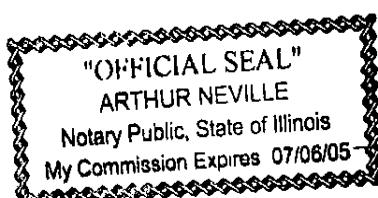
This instrument was acknowledged before me on
GLENN HIGGIN and KAREN K. HIGGIN

NOVEMBER 21, 2002

(date) by

(name[s] of person[s]).

Arthur Neville
Notary Public



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MULTI 1-4 FAMILY RIDER (Assignment of Rents)

0110184629

MULTI
THIS ~~1-4~~ FAMILY RIDER is made this 21st day of NOVEMBER, 2002,
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or
Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to
secure Borrower's Note to

COMMUNITY SAVINGS BANK

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

4815 W. DIVERSEY AVENUE, CHICAGO, ILLINOIS 60639

[Property Address]

MULTI
~~1-4~~ FAMILY COVENANTS. In addition to the covenants and agreements made in the Security
Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In
addition to the Property described in Security Instrument, the following items now or hereafter
attached to the Property to the extent they are fixtures are added to the Property description, and
shall also constitute the Property covered by the Security Instrument: building materials,
appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or
intended to be used in connection with the Property, including, but not limited to, those for the
purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire
prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath
tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals,
washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and
curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which,
including replacements and additions thereto, shall be deemed to be and remain a part of the
Property covered by the Security Instrument. All of the foregoing together with the Property
described in the Security Instrument (or the leasehold estate if the Security Instrument is on a
leasehold) are referred to in this ~~1-4~~ Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree
to or make a change in the use of the Property or its zoning classification, unless Lender has
agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and
requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow
any lien inferior to the Security Instrument to be perfected against the Property without Lender's
prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in
addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in
writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall
assign to Lender all leases of the Property and all security deposits made in connection with leases

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GRATELAND INC.

(Page 2 of 3 pages)

ITEM 1790L2 (001)

MULTISTATE 1-A FAMILY RIDER - Family Manufacturer Mac UNIFORM INSTRUMENT
Form 3170-1/01

Lender may invoke any of the remedies permitted by the Security Instrument and
agreement in which Lender has an interest shall be a breach under the Security Instrument and
I. CROSS-DEFAULT PROVISION Borrower's default or breach under any note or
when all the sums secured by the Security Instrument are paid in full.

any other right or remedy of Lender. This assignment of Rents of the Property shall determine
when a default occurs. Any application of Rents shall not cure or waive any default or invalidate
however, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time
upon, take control of or maintain the Property before or after giving notice of default to Borrower.
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter
exercising its rights under this paragraph.

Borrower represents and warrants that Borrower has not received any prior assignment of
the Rents and has not performed, and will not act that would prevent Lender from
pursuant to Section 9.

If the Rents of the Property are not sufficient to cover the costs of taking control of and
managing the Property and of collecting the Rents any funds expended by Lender for such
purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument
pursuant to Section 9.

Property and collect the Rents and profits derived from the Property without any showing as to the
(vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the
appointed receiver shall be liable to account for only those Rents actually received; and
then to the sums secured by the Security Instrument (v) Lender, Lender's agents or any judicially
maintainance costs, insurance premiums, taxes, assessments and other charges on the Property, and
not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and
the costs of taking control of and managing the Rents, including, but
law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to
to Lender or Lender's agents upon Lender's written demand to the tenant (iv) unless applicable
Property; (ii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid
the Security Instrument; (iii) Lender shall be entitled to collect and receive all of the Rents of the
held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by
not an assignment for additional security only.

H ASSIGNMENT OF RENTS, APPOMINTMENT OF RECEIVER, LENDER IN
POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the
rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are
payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each
tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall
receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of
the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be
paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and
receives the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of
the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be
paid to Lender or Lender's agent. It is the intent of the parties that the Rents be paid to Lender
not an assignment for additional security only.

of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate
the existing leases and to execute new leases, in Lender's sole discretion. As used in this
paragraph C, the word "lease" shall mean "sublease". It is the Security Instrument is on a leasehold

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 through 3 of this ~~XX~~ Family Rider.

MULTI

Glenn Higgin

GLENN HIGGIN

(Seal)
-Borrower

Karen K. Higgin

KAREN K. HIGGIN

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

COMMUNITY SAVINGS BANK
4801 W. BELMONT AVE.
CHICAGO, IL 60641-4399

CHICAGO, IL 60641-4399
4801 W BELMONT AVE.
COMMUNITY SAVINGS BANK

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1790L3 (0011) (Page 3 of 3 pages) Form 3170 1/01
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