



Doc#: 1123410029 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/22/2011 03:42 PM Pg: 1 of 3

Promissory Note

\$ 55,469.00

Dated: April 27, 2006

State of: Illinois

FOR VALUE RECEIVED, the undersigned, Shannon Swindle and Brian Cosgrove (referred to collectively as the "Makers"), residing at 1552 Bristol, Westchester, Illinois hereby jointly and severally promise to pay to the order of Judith Swindle (referred to as the "Holder"), the sum of Fifty Five Thousand Sixty Nine Dollars (\$55,469.00), together with interest thereon at the rate of 5 % per annum on the unpaid balance. Said sum shall be paid in the manner following:

1. Principal and interest (collectively referred to as the "Indebtedness"), shall be paid to the order of Judith Swindle upon the sale of the single family home located at 1552 Bristol, Westchester, Illinois (hereinafter the "Property");
2. In the event the Property is not sold within five years, or by April 27, 2011, the Indebtedness shall be paid and this Note shall become due on April 27, 2011.

All payments shall be first applied to interest and the balance to principal. This Note may be prepaid, at any time, in whole or part, without penalty. This note shall at the option of any holder hereof be immediately due and payable upon the occurrence of any of the following:

1. Failure to make any payment due to hereunder within 7 days of its due date;
2. Upon the death of Maker(s), or any endorser, guarantor or surety hereto; or
3. Upon the filing by any of the Makers of an assignment for the benefit of creditors, bankruptcy or for the relief under any provisions of the Bankruptcy; or by suffering an involuntary petition in bankruptcy or receivership not vacated within 30 days.

In the event this note shall be in default, and placed with an attorney for collection, then the Makers agree to pay all reasonable attorney fees and costs of collection.

The Makers and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, renewal, modification, waiver, or other indulgence by any Holder or upon the discharge or release of any obligor hereunder or to this note, or upon the exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other future occasion. Any modification or change of terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the Maker, notwithstanding the acknowledgement of any of the Makers, and each of the Makers does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed,

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governed and enforced in accordance with the laws of the State first appearing at the head of this note. The Makers hereby execute this note as principals and not as sureties.

IN WITNESS WHEREOF, the Makers have executed this Note as of the date first above written.

BY MAKERS:

Shannon Swindle 4/27/06
Shannon Swindle Date

Brian Cosgrove 4/27/06
Brian Cosgrove Date

STATE OF ILLINOIS

COUNTY OF DUPAGE SS

The undersigned, a notary public in and for the above county and state, certifies that Shannon Swindle, Brian Cosgrove are known to me to be the same persons whose names are subscribed as Makers to the foregoing Promissory Note, appeared before me and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth.

Dated: April 27, 2006

Karen M Stephenson
Notary Public

(SEAL)



My Commission Expires _____

LEGAL DESCRIPTION

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LOT 406 (EXCEPT THE SOUTH 10 FEET THEREOF) AND THE SOUTH 20 FEET OF LOT 407 INCLUDING THE EAST 1/2 OF THE VACATED ALLEY LYING WEST AND ADJACENT THERETO, IN GEORGE F. NIXON AND COMPANY'S SECOND TERMINAL ADDITION TO WESTCHESTER, A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 AND THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Index Number(s): 15-21-215-051

Property Address: 1552 Bristol, Westchester, IL 60154

Property of Cook County Clerk's Office