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Doc#: 1211550033 Fee: \$40.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 04/24/2012 01:36 PM Pg: 1 of 2

PROMISSORY NOTE

Date: October 23, 2008

This **PROMISSORY NOTE** acknowledges receipt by **Kathleen Behrend** of the Principal Amount of **\$900.00 (nine hundred dollars)**, from the Village of Wilmette, an Illinois municipal corporation. Said Principal Amount is given pursuant to the Village's Housing Assistance Program for the sole purpose of paying Cook County real estate property taxes assessed on the following Property:

This Box is For Use by the Recorder's Office Only

Address of Real Estate: **601 Gregory**
Wilmette, Illinois 60091

PIN: **05-34-411-016-0500**

Legal Description: *Lots 1 and 2 in Block 3 in Gregory's Subdivision of the South half of Lots 26, 27, and 28 in Baxter's Subdivision of parts of the South Section of Ouilmette Reservation in Cook County, Illinois*

Record Owner: **Kathleen Behrend**

Kathleen Behrend understands and agrees that:

1. this Note shall be immediately due and payable upon the conveyance, transfer or sale of the Property, whether by deed, inheritance, contract, foreclosure, operation of law or otherwise;
2. the payment of this Note is secured by a Mortgage upon the Property; and,
3. this Note represents a valid lien upon the Property.

All liens, mortgages or other encumbrances to the Property being recorded after the date this Note is placed with the Cook County Recorder of Deeds for recordation, shall be subject and subordinate to this Note, except for those governmental tax liens given statutory priority. In the event this Note shall be in default, and placed with an attorney for collection, the undersigned agrees to pay all reasonable attorney fees and

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costs of collection. To the extent this Note must be brought to judgment, the undersigned agrees to the entry of said judgment with contest.

The undersigned, and all other subsequent parties to this Note, whether as endorsers, guarantors or sureties, agrees 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 or future occasion. Any modification or change of terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgment of any of the undersigned, and each of the undersigned 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, governed and enforced in accordance with the laws of the State of Illinois. The undersigned hereby executes this Note as principal and not as surety.

This Note shall inure to the benefit of the Village of Wilmette, its successors and assigns, and all terms herein shall be binding upon **Kathleen Behrend**, her heirs, beneficiaries, legatees, and/or those otherwise taking from him, as well as any executor, trustee, or legal representative.

Erika Fabiani
Witness (Signature)

Kathleen Behrend
Kathleen Behrend

ERIKA FABIANI
Witness (Print Name)

1200 WILMETTE AVE, WILMETTE, IL 60091
Witness (Address)

Signed and Sworn before me on this 23 day of October, 2008.

Carol E. Santee
Notary Public



RETURN RECORDED DOCUMENT TO:

Mary Beth Cyze, Esq.
Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091