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1.30/4/1018

#### PROMISSORY NOTE

Doc#: 1307429018 Fee: \$64.00 Karen A. Yarbrough RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 03/15/2013 11:33 AM Pg: 1 of 3

For and in consideration of a loan of \$20,000 by Jack Geraghty and Dave Frawley, Lenders, this day tendered to the law firm of Touhy, Touhy & Buehler, LLC, by to be held in escrow by said firm for the sole and future benefit of Patricia Griffin, Borrower, Patricia Griffin, a spinster, hereby agrees to the following terms and conditions:

- 1. The collateral for this loan is the home owned by Patricia Griffin at 6533 N. Nixon, Chicago, Illinois, and Patricia Griffin hereby consents to the recording of this Promissory Note on the title of said property;
- 2. As borrower, Patricia Griffin authorizes the firm Touhy, Touhy & Buehler LLC to hold said money in escrow and to pay said money, in her behalf, to any person or entity claiming a tax lien or having claimed or purchased a tax claim, lien or right against said property. Patricia Griffin hereby further consents to the payment of up to and including the full amount of this loan for said purpose and further acknowledges that said tax payments are required due to her previous failure to pay the full amount of Cook County property taxes due on said property;
- 3. The funds constituting said loan shall be paid by the Lenders, Jack Geraghty and Dave Frawley, and they make this loan contingent upon Patricia Griffin's agreement to use the proceeds of the loan for the payment of past property taxes owed on said property or the redemption of the tax sale of said property to some third person or entity;
- 4. The funds to be lent by Jack Geraghty and Dave Frawlev shall, with the consent of Patricia Griffin, be paid directly to the law firm Touhy, Touhy & Buehler, LLC, and said funds shall be held by the Touhy firm until such time as the amount of back property taxes or the redemption amount for the redemption of the taxes on said property is determined, at which time the amount is escrow shall by the Touhy Firm for the payment of said tax deficiency or redemption of said taxes;
- 5. The borrower shall be obligated to re-pay the \$20,000 loan as follows:
  - a. The full amount shall be re-paid by no later than September 30, 2014;
  - b. Interest shall not be charged on said loan amount for the first six months, through September 30, 2013;

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- c. Commencing on October 1, 2013, interest shall be charged on the loan at a rate of 5% per annum through September 30, 2014. If the loan amount is not paid in full by September 30, 2014, an interest rate of 10% per annum shall be charged on any amounts unpaid on said loan as of September 30, 2014. The 10% rate shall be charged on all amounts unpaid commencing on September 30, 2013;
- d. Borrower consents and agrees that she shall pay the full amount of any balance on said loan at the time the property is either sold or re-financed by her and hereby further consents to the distribution of funds from any real estate closing on said property, including the sale or re-finance of said house, to the Lenders in order to satisfy the full amount of any balance due on said loan, plus interest.
- 6. Borrower agrees to, from the execution of this note, timely pay all property taxes on said property and to provide documentary evidence of the payment of said taxes to the Lenders at least two times each year. Failure to provide documentary evidence to Lenders consistent with this provision shall constitute a violation of a material term of this Note and shall constitute a breach of this agreement.
- 7. Any breach of this agreement by the Borrower shall entitle the Lenders to foreclose upon the referenced property and Borrower consents to the brining of a foreclosure action to seek damages incurred by Lenders as a result of the breach of this Note.

AGREED:

Patricia Griffin

Jack Geraghty

Dard Robinsm - NOTARY.

OFFICIAL SEAL SANDY ROBINSON IOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:04/27/14

Dated: March 8, 2013

Dave Frawley

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### Office of the Cook County Clerk

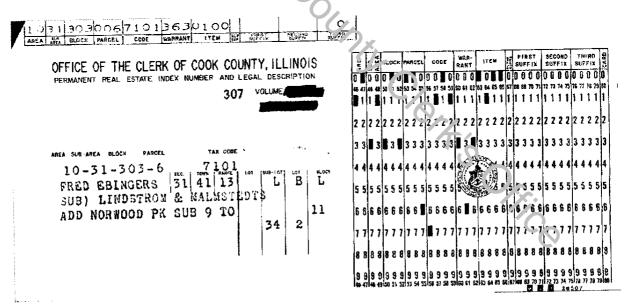
### Map Department Legal Description Records

### P.I.N. Number: 10313030060000

The legal description card(s) below is prepared in a format used for official county record-keeping. and can be used by the Cock County Recorder's Office to access their tract books.

If you need assistance interpreting his description, please obtain a copy of out instruction sheet "How to Read a Legal Description Card", available from the counter clerk or at our website www.cookcountyclerk.com

Please verify the Property Identification Number or P.I.N. (also known as the "Permanent Real Estate Index Number). If this is not the item you reque see, please notify the clerk.



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