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Cook County Recorder

RECORD OF PA

1. The Selling or Refinancing Borrower ("Borrower") identified below has or had an interest in the property (or in a land trust holding title to the property) identified by ta identification number(s):

which is hereafter referred to as the Property.

01-19-101-006-0000

COOK COUNTY SEE ATTACHED LEGAL RECORDER Commonly Knoxn As: 5 EAGLE POINT DRIVE, BARRINGTON GUGENE "GENE" MCORE BRIDGEVIEW CFFICE

ILLINOIS 60010

- 2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on $\frac{5/20/02}{}$ County, granted from MICHAEL F. SEIBOLD & CYNTHIA R SEIBQLD r COOK number 0020569930 FIRST ALLIANCE BANK On or after a closing conducted on $\frac{12/05/02}{}$, Title Company disbursed funds pursuant to a payoff letter from the Mortgagee, or its agent or assignee (hereinafter "Mortgagee"), for the purpose of causing the above mortgage to be satisfied.
- 3. This document is not issued by or on beliefs of the Mortgagee or as an agent of the Mortgagee. This document is not a release of any mortgage. The extent of any cordiniting obligation of the Borrower to the Mortgagee is a matter of the contract between them, on which Borrower should seek independent legal advice, and on which subject Title Company makes no implied or express representation, warranty, or promise. This accument does no more and can do no more than certify-solely by Title Company, and not as agent for any party to the closing-that runds were disbursed to Borrower's Mortgagee. Any power or duty to issue any legal release of the Mortgagee's mortgage rests solely with the Mortgagee, for whom the Title Company does not act as agent with respect to the subject closing or the subject martgage. No release of mortgage is being hereby issued by the Title Company. No release of mortgage xill be issued by the Title Company, and no mortgage release, if issued by the Mortgagee, xill be recorded by the Title Company as a result of the closing, as a result of this document, or as a result of any actual or alleged past practice or prior course of dealing xith any party or party's attorney. Title Company makes no undertaking and accepts no responsibility xith regard to the mortgage or its release. Borroxer disclaims, xaives, and releases any obligation of the Title Company, in contract, tort, or under statute with regard to obtaining, verifying, or causing the present or future e istence of any mortgage release, or xith regard to the recording of any mortgage release, nox or in the future.
- 4. Borrower and Title Company agree that this RECORD OF PAYMENT shall be recorded by Title Company within 60 days of completion of the closing and that upon recordation of the RECORD OF PAYMENT a'i Title Company's obligations to Borrower shall be satisfied, with Title Company to have no further obligation of any kind whatscover to Borrower arising out of or relating in any way to this RECORD OF PAYMENT or any mortgage release. The sole and e clusive remedy for Title Company's failure to record xithin 60 days shall be a refund upon demand of amounts collected from Borroxer for recordation of this RECORD OF PAYMENT. Any failure to record shall not negate or affect any other provisions of this RECORD OF PAYMENT.
- 5. This document is a total integration of all statements by Title Company relating to the mortgage. Borrower represents that no statements or agreements inconsistent with the terms of this record have been made, and that any allegation of any prior statement or representation, implied or express, shall be treated at all times by both parties as superseded by the statements, disclaimers, releases and waivers contained herein. Borrower waives any right to rely on any statement or act alleged to be inconsistent with the terms hereof, unless contained in a writing signed by both parties, which expressly states that it is negating the legal efficacy of this document.

OI

PREPARED BY: Noreen Lewandowski

800 HART ROAD, SUITE 220, BARRINGTON, ILLINOIS 60010

MAIL TO:

RECOFPMT 11/02 DGG

itle Company

Legal Description:

LOT 5 IN EAGLE POINTE OF BARRINGTON HILLS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 13, 1990 AS DOCUMENT NUMBER 90111784, IN THE VILLAGE OF BARRINGTON HILLS, BARRINGTON TOWNSHIP, IN COOK COUNTY, ILLINOIS.

Property of County Clark's Office