

UNOFFICIAL COPY

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2003-01-09 12:00:07  
Cook County Recorder 26.00

RECORD OF PAYMENT

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 tax identification number(s):

10-10-100-024-1019



SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

10116 PEACH PARKWAY, N-109, SKOKIE, ILLINOIS 60076

which is hereafter referred to as the Property.

008089554/22160265  
sk/mun202/2

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 12/04/98 as document number 08126838 in COOK County, granted from LASALLE BANK to DORIS J. HENSCHEL. On or after a closing conducted on 12/20/02, 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.

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3. This document is not issued by or on behalf of the Mortgagee or as an agent of the Mortgagee. This document is not a release of any mortgage. The extent of any continuing 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 document 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 funds 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 mortgage. No release of mortgage is being hereby issued by the Title Company. No release of mortgage will be issued by the Title Company, and no mortgage release, if issued by the Mortgagee, will 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 with any party or party's attorney. Title Company makes no undertaking and accepts no responsibility with regard to the mortgage or its release. Borrower disclaims, waives, 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 existence of any mortgage release, or with regard to the recording of any mortgage release, now 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 all Title Company's obligations to Borrower shall be satisfied, with Title Company to have no further obligation of any kind whatsoever to Borrower arising out of or relating in any way to this RECORD OF PAYMENT or any mortgage release. The sole and exclusive remedy for Title Company's failure to record within 60 days shall be a refund upon demand of amounts collected from Borrower 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.

PREPARED BY: BJM  
8707 SKOKIE BOULEVARD, SKOKIE, ILLINOIS 60077

MAIL TO: DORIS J. HENSCHEL

BOX 333-CT

Borrower

Title Company

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## RECORD OF PAYMENT

### Legal Description:

UNIT NUMBER "N"-109, AS DELINEATED ON SURVEY, OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE, (HEREINAFTER REFERRED TO AS DEVELOPMENT PARCEL): THE SOUTH 198.07 FEET, OF THE NORTH 440.74 FEET, AS MEASURED ON THE EAST AND WEST LINES, (EXCEPT THE SOUTH 211.33 FEET, OF THE NORTH 264 FEET, OF THE WEST 40 FEET THEREOF), OF LOT 7, IN ADMINISTRATOR'S SUBDIVISION OF THE NORTHWEST FRACTIONAL QUARTER OF FRACTIONAL SECTION 10, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO, THAT PART OF THE NORTH 264 FEET, OF THE WEST 40 FEET OF LOT 7, IN SAID ADMINISTRATOR'S SUBDIVISION, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT, ON THE WEST LINE OF SAID LOT 7, SAID POINT BEING 264 FEET, SOUTH OF THE NORTHWEST CORNER OF LOT 7; THENCE EAST, ALONG A LINE, 264 FEET, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 7, 40 FEET; THENCE SOUTHWESTERLY, 56.39 FEET, TO THE POINT OF BEGINNING; WHICH SURVEY IS ATTACHED AS EXHIBIT "A", TO THE DECLARATION OF CONDOMINIUM, MADE BY THE CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED, MARCH 4, 1964, AND KNOWN AS TRUST NUMBER 46618, AND NOT INDIVIDUALLY, AND THE ONTARIO CONSTRUCTING SERVICE COMPANY, AN ILLINOIS CORPORATION, RECORDED IN THE RECORDER'S OFFICE, OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 19548782; TOGETHER WITH AN UNDIVIDED 3.126 PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS, AS SET FORTH OPPOSITE THE UNIT NUMBER ON SCHEDULE "A", ATTACHED HERETO, IN SAID DEVELOPMENT PARCEL; ALL IN COOK COUNTY, ILLINOIS.

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