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RECORD OF PAYMENT

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01/09/03 18 001 Page 1 of 2
2003-01-14 13:52:42
Cook County Recorder 26,50



0030065417

SEE ATTACHED LEGAL

Commonly Known As:

1840 NORTH WILMOT AVENUE, CHICAGO,
ILLINOIS 60647

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 08/03/01 as document number 0010707710 in COOK County, granted from MICHAEL KROLAK to PRISM MORTGAGE CO. On or after a closing conducted on 12/09/02, 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 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: Dawn M. Stanley
203 N. LASALLE, SUITE 1390, CHICAGO, ILLINOIS 60601

MAIL TO: MICHAEL KROLAK

1840 N. Wilmot Ave
Chicago IL 60647

Michael Krolak by Holiday
Borrower
Atty. in Fact

Title Company

TICOR TITLE INSURANCE

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RECORD OF PAYMENT

Legal Description:

UNIT "E" (1840 WILMOT AVE.)

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF THE HEREINAFTER DESCRIBED PARCEL OF LAND, THAT FOR CONVENIENCE OF THIS LEGAL DESCRIPTION IS REFERRED TO AS PARCEL "C", DISTANT 75.57 FEET NORTHWESTERLY OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 47 DEGREES 26 MINUTES 37 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL "C" FOR A DISTANCE OF 18.01 FEET TO A POINT; THENCE NORTH 42 DEGREES 34 MINUTES 12 SECONDS EAST ALONG A LINE PARTIALLY CROSSING A GARAGE PARTY WALL FOR A DISTANCE OF 23.14 TO FEET TO A POINT; THENCE SOUTH 47 DEGREES 16 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 3.20 FEET TO A POINT ON A LINE PARTIALLY CROSSING A BUILDING PARTY WALL AND DRAWN 90.39 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID PARCEL "C"; THENCE NORTH 42 DEGREES 34 MINUTES 12 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, FOR A DISTANCE OF 76.89 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL "C"; THENCE SOUTH 47 DEGREES 25 MINUTES 48 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, FOR A DISTANCE OF 18.05 FEET TO A POINT, DISTANT 72.34 FEET NORTHWESTERLY OF THE SOUTHEAST CORNER OF SAID PARCEL "C"; THENCE SOUTH 42 DEGREES 34 MINUTES 12 SECONDS ALONG A LINE PARTIALLY CROSSING A BUILDING PARTY WALL FOR A DISTANCE OF 76.94 FEET TO A POINT; THENCE NORTH 47 DEGREES 16 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 3.24 FEET TO A POINT; THENCE SOUTH 42 DEGREES 34 MINUTES 12 SECONDS WEST ALONG A LINE PARTIALLY CROSSING A GARAGE PARTY WALL, FOR A DISTANCE OF 23.09 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL "C"

THE SOUTHEASTERLY 8.73 FEET OF LOT 51; ALSO LOTS 52 TO 56 BOTH INCLUSIVE, ALL IN BLOCK 16, IN PIERCES ADDITION TO HOLSTEIN, IN THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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