

UNOFFICIAL COPY

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):

11-30-115-059-0000



SEE ATTACHED LEGAL

Commonly Known As:
205 ASBURY, EVANSTON, ILLINOIS 60202

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

0030000210
9875/0022 86 002 Page 1 of 2
2003-01-02 08:41:23
Cook County Recorder 26.50

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 06/06/02 as document number 0020632945 in COOK County, granted from JACK GABRIEL CHLIMON to ABN AMRO MORTGAGE GROUP. On or after a closing conducted on 12/16/02, Ticor Title Insurance Company (hereinafter "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 AND MAIL TO: Yvonne A. Litza
TICOR TITLE INSURANCE COMPANY
330 NAPERVILLE ROAD
WHEATON, ILLINOIS 60187



[Signature]
Borrower
RECORD PMT 11/02 DGG

[Signature]
Ticor Title Insurance Company

UNOFFICIAL COPY**RECORD OF PAYMENT****Legal Description:****PARCEL 1:**

THE WEST 53.75 FEET OF THE NORTH 68 FEET OF THAT PART LYING EAST OF THE EAST LINE OF ASBURY AVENUE OF THE SOUTH 1/2 OF THE NORTH 2/3 OF LOT 13 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LAND IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT RECORDED AS DOCUMENT 1003433

30000210**PARCEL 2:**

THE WEST 10 FEET OF THE EAST 155 FEET OF THE SOUTH 33 FEET OF THE SOUTH 1/2 OF THE NORTH 1/3 OF LOT 13 IN COUNTY CLERK'S DIVISION, AFORESAID

PARCEL 3:

EASEMENTS AS SET FORTH IN DECLARATION OF EASEMENTS, PARTY WALLS, COVENANTS AND RESTRICTIONS MADE BY CASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 28, 1957 AND KNOWN AS TRUST NUMBER 20080 DATED JUNE 28, 1957 AND RECORDED JULY 10, 1957 AS DOCUMENT 16954307 AND RE-RECORDED JULY 30, 1957 AS DOCUMENT 16972152 AND AS AMENDED BY INSTRUMENT DATED MARCH 14, 1958 AND RECORDED MARCH 18, 1958 AS DOCUMENT 17157127 AND AS CREATED BY DEED FROM SAID DECLARANT TO PHILIP WILLIAMS AND HELEN G. WILLIAMS, HIS WIFE, DATED JANUARY 20, 1959 AND RECORDED FEBRUARY 17, 1959 AS DOCUMENT 17458423

(A) FOR THE BENEFIT OF PARCELS 1 AND 2 AFORESAID FOR INGRESS, EGRESS, LIGHT, AIR AND DRIVEWAY PURPOSES OVER, UNDER AND ACROSS THE SOUTH 13 FEET OF THE EAST 155 FEET (EXCEPT THAT PART FALLING IN PARCEL 2) OF THE SOUTH 1/2 OF THE NORTH 1/3 OF LOT 13, AND THE NORTH 10 FEET (EXCEPT THAT PART FALLING IN PARCEL 1) OF THAT PART LYING EAST OF THE EAST LINE OF ASBURY AVENUE OF THE SOUTH 1/2 OF THE NORTH 2/3 OF LOT 13 IN COUNTY CLERK'S DIVISION, AFORESAID

(B) FOR THE BENEFIT OF PARCELS 1 AND 2 FOR INGRESS, EGRESS, LIGHT AND AIR AND FOR SIDEWALK PURPOSES OVER, UNDER AND ACROSS THE SOUTH 6 FEET OF THE NORTH 71 FEET (EXCEPT THE EAST 47 FEET THEREOF) AND THE WEST 4 FEET OF THE EAST 51 FEET OF THE SOUTH 122 FEET, ALL IN THAT PART LYING EAST OF THE EAST LINE OF ASBURY AVENUE (EXCEPT THAT PART FALLING IN PARCEL 1) OF THE SOUTH 1/2 OF THE NORTH 2/3 OF LOT 13 IN COUNTY CLERK'S DIVISION, AFORESAID

(C) FOR THE BENEFIT OF PARCEL 2 FOR INGRESS AND EGRESS OVER THE SOUTH 33 FEET OF THE EAST 155 FEET (EXCEPT THAT PART FALLING IN PARCEL 2) OF THE SOUTH 1/2 OF THE NORTH 1/3 OF LOT 13 IN COUNTY CLERK'S DIVISION, IN COOK COUNTY, ILLINOIS