

RECORD OF PAYMENT

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2003-02-03 10:30:21
Cook County Recorder 26.50

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):

02-27-111-117-1046



SEE ATTACHED LEGAL

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

Commonly Known As:
622 W PARKSIDE, PALATINE, ILLINOIS 60067

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on _____ as document number _____ in Cook County, granted from JAMES & ELLEN Delzell to House Hold HSBC. On or after a closing conducted on 1-14-03, 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: Darlene J. Hill
TICOR TITLE INSURANCE COMPANY
600 HUNTER DRIVE
SUITE 302
OAK BROOK, ILLINOIS 60521



James Delzell
Borrower
RECOPMT 11/02 DGG

Doree Hill
Ticor Title Insurance Company
al
Title

Legal Description:

UNIT 5-B3 IN PARKSIDE ON THE GREEN CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF THE SOUTHWEST 1/4 AND THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 10, EP, LYING SOUTH AND EAST OF PLUM GROVE HILLS UNIT ONE, RECORDED AS DOCUMENT NUMBER 23683794 AND PLUM GROVE HILLS UNIT TWO, RECORDED AS DOCUMENT NUMBER 23963770, AND LYING NORTH OF THE NORTHERLY LINE OF EUCLID AVENUE AS SHOWN ON DOCUMENT NUMBER 28511292 AND AS DESCRIBED BY DOCUMENT NUMBER

22786903 AND DOCUMENT NUMBER 22786905, AND LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF QUENTIN ROAD AND SOUTH LINE OF PEREGRINE DRIVE, AS SHOWN ON THE PLAT OF SUBDIVISION OF AFORESAID PLUM GROVE HILLS UNIT ONE; THENCE EASTERLY AND NORTHEASTERLY ALONG THE AFORESAID SOUTH LINE OF PEREGRINE DRIVE FOR 585.97 FEET TO A PART OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1404.18 FEET; THENCE NORTHEASTERLY ALONG SAID CURVED LINE FOR 212.34 FEET TO THE PLACE OF BEGINNING; THENCE SOUTHEASTERLY ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE AT THE LAST

DESCRIBED POINT FOR 462.87 FEET; THENCE SOUTHEASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 20 DEGREES 38 MINUTES 28 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED LINE AT THE LAST DESCRIBED POINT FOR 330 FEET TO A BEND POINT IN THE AFORESAID NORTHERLY LINE OF EUCLID AVENUE; AND ALSO THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27 LYING NORTH AND WEST OF ARTHUR T. MC INTOSH AND CO'S PALATINE ESTATES UNIT NO. 3, RECORDED AS DOCUMENT NUMBER 9591352; WHICH IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 88566712 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.