OFFICIAL COP 189765 RECORD OF P

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):

Cook County Recorder

2003-02-07 11:01:08

26.50

10-13-416-003-0000

SEE ATTACHED LEGAL

Commonly Known As:

1516 GROVE, EVANSTON, ILLINOIS 60201

COOK COUNTY RECORDER EUGENE "GENE" MODRE BRIDGEWEIN DETT

which is hereafter recentled to as the Property.

- ___ County, granted from PNC MORTGAGE CORP number <u>97803567</u> n COOK . On or after a closing conducted on 01/22/03 SHARON L. ROLLINGS _, Ticor Title Insurance Company (hereinafter "Title Company") discursed 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 be alf 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. (b)'s 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 nor gage. 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 moregage or its release. Borrower disclaims, waives, and releases any obligation of the Title Company, in contract, tort, or water statute with regard to obtaining, verifying, or causing the present or future existence of any mortgage release, or with regar I 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 what soever to Borrower arising out of or relating in any way to this RECORD OF PAYMENT or any mortgage release. The sale and exclusive remedy for Title Company's failure to record within 60 days shall be a refund upon demand of amounts contrated 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 Williams TICOR TITLE INSURANCE COMPANY 900 SKOKIE BOULEVARD, SUITE 112 NORTHBROOK, ILLINOIS 60062

RECOFPMT 11/02 DGG

Ticor Title Insurance Company

· Legal Description:

A TRACT OF LAND (FORMERLY A PART OF AN ALLEY NOW VACATED) IN HINMAN ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS LYING EAST OF AND ADJOINING LOT 1 AND THE NORTH 8 FEET OF LOT 2 IN BLOCK 9 IN HINMAN ADDITION AFORESAID, SOUTH OF THE NORTH LINE OF SAID LOT 1 EXTENDED EAST TO THE EAST LINE OF SAID SUBDIVISION, NORTH OF THE SOUTH LINE OF THE NORTH 8 FEET OF SAID LOT 2 EXTENDED EAST TO THE EAST LINE OF SAID SUBDIVISION AND WEST OF THE SAID EAST LINE IN COOK COUNTY, ILLINOIS. ALSO, THE EAST 42 FEET OF LOT 1 AND THE EAST 42 FEET OF THE NORTH 8 FEET OF LOT 2 IN BLOCK 9 IN HINMAN ADDITION AFORESAID, ALL IN COOK COUNTY, ILLINOIS

Property of County Clerk's Office
