

UNOFFICIAL COPY

IL 0228561 (2 of 3)

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):

0030128089

4825/0030 92 001 Page 1 of 2  
2003-01-28 09:23:23  
Cook County Recorder 26.00

SEE ATTACHED LEGAL DESCRIPTION

Mail to:  
Commonly Known As: Sue A. SIDER  
270 PRAIRIE VIEW LANE, WHEELING,  
ILLINOIS 60090



which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 01-30-02 as document number 0020121724 in COOK County, granted from PRISM MORTGAGE COMPANY to SUE A. SIDER. On or after a closing conducted on 01/08/03, 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: BONNIE M. ZURA  
870 NORTH MILWAUKEE AVENUE, VERNON HILLS, ILLINOIS 60061

MAIL TO:

Sue A. Sider  
Borrower

Bonnie M. Zura  
Title Company  
BOX 333-CT  
RSCOFMT 11/02 DCO

**UNOFFICIAL COPY** 30128089**RECORD OF PAYMENT****Legal Description:**

PARCEL 1: OF THAT PART OF AREA 4 IN LOT 2 OF "EQUESTRIAN GROVE SUBDIVISION", BEING A SUBDIVISION OF PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE COOK COUNTY RECORDERS OFFICE ON NOVEMBER 6, 1995, AS DOCUMENT NO. 95761684, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, THENCE SOUTH 87 DEGREES 42 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 208.59 FEET, THENCE SOUTH 02 DEGREES 18 MINUTES 00 SECONDS EAST A DISTANCE OF 12.13 FEET TO THE MOST NORTHERLY CORNER OF SAID AREA 4, THENCE SOUTH 43 DEGREES 53 MINUTES 54 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID AREA 4 A DISTANCE OF 51.64 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 39 FEET 43 MINUTES 43 SECONDS EAST A DISTANCE OF 69.43 FEET TO THE SOUTHERLY LINE OF SAID AREA 4, THENCE SOUTH 86 DEGREES 12 MINUTES 32 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID AREA 4 A DISTANCE OF 20.80 FEET, THENCE NORTH 46 DEGREES 06 MINUTES 06 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID AREA 4 A DISTANCE OF 55.00 FEET TO THE NORTHWESTERLY LINE OF SAID AREA 4, THENCE NORTH 43 DEGREES 53 MINUTES 54 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID AREA 4 A DISTANCE OF 31.02 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 96487202 AND AMENDED BY DOCUMENT NUMBER 96518791 RECORDED JULY 8, 1996.

Cook County Clerk's Office