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RECORD OF PAYMENT

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2003-02-19 09:01:14  
Cook County Recorder 26.00



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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):

04-34-300-034-0000

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

924 BURNHAM COURT, GLENVIEW, ILLINOIS 60025

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 6/1/01 as document number 0010463332 in COOK County, granted from JONATHAN M. PAZOL to FLAGSTAR. On or after a closing conducted on 2/5/03, 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: CHRISTOPHER ISAAC  
500 SKOKIE BOULEVARD SUITE 290, NORTHBROOK, ILLINOIS 60062

MAIL TO: JONATHAN M. PAZOL  
924 BURNHAM COURT  
GLENVIEW, ILLINOIS 60025

BOX 333-CT

*Jonathan M. Pazol*  
*Naomi S. P. Gal*  
Borrower

*C. J. Gal*  
Title Company

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## RECORD OF PAYMENT

### Legal Description:

LOT 4 IN STARKEY SUBDIVISION BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 717.76 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE EAST LINE AND THE NORTHERLY EXTENSION OF THE EAST LINE OF GOLF MEADOWS SUBDIVISION, A DISTANCE OF 728.79 FEET TO THE NORTH LINE OF GOLF MEADOWS UNIT NO. 2 RECORDED DECEMBER 15, 1953 AS DOCUMENT NUMBER 15792571; THENCE EASTERLY ALONG THE NORTH LINE OF SAID GOLF MEADOWS UNIT NO. 2, A DISTANCE OF 301.19 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 728.65 FEET TO SAID NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 34; THENCE WESTERLY ALONG SAID NORTH LINE OF SOUTHWEST 1/4 OF SECTION 34, A DISTANCE OF 300.84 FEET TO THE POINT OF BEGINNING, EXCEPT THE NORTHERLY 33.00 FEET THEREOF, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

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