RECORD OF PAYMENT FFICIAL

1003-03-04 10-33

Cook County Recorder

26.00

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):

07-24-306-009-0000

808/342CTZ

0030314670

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

57 STEVENS DR., SCHAUMBURG, ILLINOIS 60173

which is hereafter referred to as the Property.

- 2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 05/22/02 as document number 0020581998 in COOK County, granted from WELLS FARGO to JEFF ABRAHAMSON. On or after a closing conducted on 01/09/03, 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 or 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. I'm 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 with 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 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 or hearted 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: KAREN WORSLEY

FIRST BANK PLAZA, EXECUTIVE CENTER, LAKE ZURICH, ILLINOIS 60047

MAIL TO: JEFFREY J. ABRAHAMSON

57 STEVENS DRIVE

SCHAUMBURG, ILLINOIS 60173

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BUX 333-CIP

Title Company

RECOFFMT 11/02 DGG

30314670

UNO REFERENCE PAYMENTO PY

Legal Description:

THAT PART OF LOT 21 IN AUTUMN RIDGE, BEING A SUBDIVISION OF PART OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 88598269, RECORDED DECEMBER 29, 1988 DESCRIBED AS FOLLOWS:: COMMENCING AT AT NORTHEAST CORNER OF SAID LOT 21; THENCE SOUTH 20 DEGREES 47 MINUTES 44 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 21 A DISTANCE OF 80.15 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 20 DEGREES 47 MINUTES 44 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 21 A DISTANCE OF 25.00 FEET; THENCE SOUTH 59 DEGREES 19 MINUTES 51 SECONDS WEST 127.59 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 21; THENCE NORTH 30 DEGREES 47 MINUTES 38 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 21 A DISTANCE OF 5.00 FEET; THENCE NORTH 59 DEGREES 19 MINUTES 51 SECONDS EAST 127.59 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

