

UNOFFICIAL COPY

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):

10-30-201-031-1032

80 850684 3of3

0030332567

5714/0108 18 001 Page 1 of 2
2003-03-11 08:20:01
Cook County Recorder 26.00

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

7863 N CALDWELL, #308, NILES, ILLINOIS
60714



0030332567

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 07/02/02 as document number 0020729378 in COOK County, granted from SHANNON STENSON to MERS. On or after a closing conducted on 02/07/03, 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.

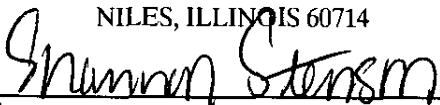
3. This document is not issued by or on behalf of the Mortgagee or as an agent of the Mortgagee. This document is not a release of any mortgage. The extent of any continuing obligation of the Borrower to the Mortgagee is a matter of the contract between them, on which Borrower should seek independent 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.

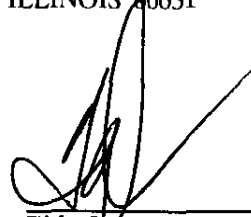
4. Borrower and Title Company agree that this RECORD OF PAYMENT shall be recorded by Title Company within 60 days of completion of the closing and that upon recordation of the RECORD OF PAYMENT all Title Company's obligations to Borrower shall be satisfied, with Title Company to have no further obligation 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: TERESA A. DOHR
8501 W. HIGGINS RD. SUITE 420, CHICAGO, ILLINOIS 60631

MAIL TO: SHANNON STENSON
7863 N. CALDWELL
#308
NILES, ILLINOIS 60714


Borrower


Title Company

BOX 333-CT

UNOFFICIAL COPY

RECORD OF PAYMENT

Legal Description:

UNIT 308 IN WOODLEY PARK CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

ALL THAT PART OF THE NORTH 651.42 FEET OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EASTERLY OF THE EASTERLY LINE OF CALDWELL ROAD AND SOUTHEASTERLY OF THE LOW WATER LINE ALONG THE SOUTHEASTERLY BANK OF THE NORTH BRANCH OF THE CHICAGO RIVER AND LYING WEST OF A LINE DRAWN SOUTH AT RIGHT ANGLES TO THE NORTHLINE OF SAID NORTHEAST 1/4 OF SECTION 30, FROM A POINT IN THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 30, WHICH IS 1089.40 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 30, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE WEST ON A LINE PARALLEL TO AND 651.42 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 200 FEET TO ITS INTERSECTION WITH THE EASTERLY LINE OF CALDWELL AVENUE; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE EASTERLY LINE OF CALDWELL AVENUE, A DISTANCE OF 300 FEET, THENCE NORTHEASTERLY A DISTANCE OF 67.13 FEET TO THE INTERSECTION WITH A LINE DRAWN PARALLEL TO AND 356.72 FEET SOUTH (MEASURED AT RIGHT ANGLES) FROM THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE EAST ALONG A LINE PARALLEL TO AND 356.72 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 312.97 FEET TO THE EAST LINE OF THE ABOVE DESCRIBED TRACT; THENCE SOUTH ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 294.70 FEET TO THE PLACE OF BEGINNING;; WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT 94426719, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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