

UNOFFICIAL COPY

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2003-03-11 12:04:49

Cook County Recorder 26.00



0030335867

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):

02-01-400-017-1075

SA 9432096

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

14141 WHISPERING SPRINGS, PALATINE, ILLINOIS 60074

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 1/8/01 as document number 00100160995 in COOK County, granted from VICTOR AND MARICELA ABURTO to CHASE MANHATTAN. On or after a closing conducted on 2/23/03, 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-the 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: NEAL CAUWE 1820 RIDGE ROAD, STE 202, HOMEWOOD, ILLINOIS 60430

MAIL TO:

BOX 333-CT

[Signature] Borrower

[Signature] Title Company

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RECORD OF PAYMENT

30335367

Legal Description:

PARCEL 1:

UNIT NUMBER 1-26 (HEREINAFTER REFERRED TO AS PARCEL) IN THE GROVES OF HIDDEN CREEK CONDOMINIUM NUMBER 1, AS DELINEATED ON SURVEY OF PART OR PARTS OF THE SOUTH EAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (HEREINAFTER REFERRED TO AS LAND), WHICH SURVEY IS ATTACHED AS EXHIBIT "E" TO DECLARATION OF CONDOMINIUM MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 11, 1972 AND KNOWN AS TRUST NUMBER 44398, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22827823, AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID LAND (EXCEPTING FROM SAID LAND ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), (HEREINAFTER "COMMON ELEMENTS") IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED AUGUST 26, 1974 AS DOCUMENT 22827822 AND CREATED BY THE DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 11, 1972 AND KNOWN AS TRUST NUMBER 44398, TO THOMAS R. WEISENSEL AND LINDA G. WEISENSEL, HIS WIFE, RECORDED APRIL 11, 1975 AS DOCUMENT 23048087, FOR THE PURPOSE OF PASSAGE, USE AND ENJOYMENT, INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.