

# UNOFFICIAL COPY

## RECORD OF PAYMENT



0313301028

Eugene "Gene" Moore Fee: \$26.00  
Cook County Recorder of Deeds  
Date: 05/13/2003 07:24 AM Pg: 1 of 2

1. The Selling or Financing 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):

*Handwritten initials: MS*

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

2909 N. SHERIDAN ROAD, UNIT 612,  
CHICAGO, ILLINOIS 60657

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 02/26/97 as document number 97132474 in COOK County, granted from CHERYL HAYS to HARRIS TRUST AND SAVINGS BANK On or after a closing conducted on 04/11/03, 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.

*Handwritten initials: MS*

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PREPARED BY: LAURIE MAYBRUN  
171 NORTH CLARK, CHICAGO, ILLINOIS 60601

MAIL TO: THE ESTATE OF CHERYL M HAYS, DECEASED

*Handwritten:* THERESA WOLFE MCKENZIE  
AUSTIN & LEHR  
170 S. RIVERSIDE PLAZA #1100  
CHICAGO, IL 60606

*Handwritten:* Estate of Cheryl M. Hays by Shuan  
Wolfe McKenzie, Agent under POA  
Dated 4-3-2003

Borrower

Title Company

Borrower

*Stamp:* BOX 333-011

RECORD 11/02 DGG

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## RECORD OF PAYMENT

### Legal Description:

UNIT NO. 612 IN 2909 SHERIDAN ROAD CONDOMINIUM HOMES, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF LOTS 3 AND 4 OF THE ASSESSOR'S DIVISION OF LOTS 1 AND 2 IN THE SUBDIVISION BY CITY OF THE EAST FRACTIONAL 1/2 OF FRACTIONAL SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES BETWEEN SHERIDAN ROAD ON THE WEST, OAKDALE AVENUE ON THE NORTH, COMMONWEALTH AVENUE ON THE EAST AND SURF STREET ON THE SOUTH DESCRIBED AS FOLLOWS::

BEGINNING AT THE SOUTHWEST CORNER OF THE ABOVE TRACT AND RUNNING EAST ALONG THE SOUTH LINE OF THAT TRACT 200 FEET, THENCE NORTH 185 FEET ON A LINE PARALLEL WITH THE WEST LINE OF SAID TRACT, THENCE WEST 200 FEET ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID TRACT AND THENCE SOUTH 185 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25339659 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office