

CT 81-19-217
RECORD OF PAYMENT

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Eugene "Gene" Moore Fee: \$26.00
Cook County Recorder of Deeds
Date: 05/21/2003 11:16 AM Pg: 1 of 2

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):

31-02-200-013-1008

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

3504 LAKEVIEW DRIVE, #403, HAZEL CREST,
ILLINOIS 60429

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 4-6-99 as document number 99328012 in COOK County, granted from DUFFIE MCCOY to CITIBANK, FSB. On or after a closing conducted on 04/09/03, 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 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: CINDY GREBIC
4849 WEST 167TH STREET, OAK FOREST, ILLINOIS 60452-4526

MAIL TO: DUFFIE MCCOY
3504 LAKEVIEW DRIVE
#403
HAZEL CREST, ILLINOIS 60429

C. Grebic
Title Company

Duffie McCoy
Borrower
4-9-03
BOX 333-07
Borrower

RECOFPMT 11/02 DGG

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RECORD OF PAYMENT

Legal Description:**PARCEL 1:**

UNIT NUMBER 3403 IN WATERS EDGE CONDOMINIUM AT VILLAGE WEST, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

LOT 4 IN VILLAGE WEST CLUSTER 2, A SUBDIVISION OF PARCEL OF LAND BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON FEBRUARY 16, 1973 AS DOCUMENT NUMBER 2675567, AS CORRECTED BY DOCUMENT NUMBER 2714941, FILED ON SEPTEMBER 5, 1973 WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 31, 1972 AND KNOWN AS TRUST NUMBER 43514, FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON AUGUST 20, 1973 AS DOCUMENT NUMBER LR 2717858; AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FILED AS DOCUMENT NUMBER LR 2687535, AND AS CREATED BY DEED FROM LA SALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 43514 TO SAM ROVEL AND SARAH ROVEL, HIS WIFE, DATED JANUARY 15, 1976 AND FILED JANUARY 13, 1977 AS DOCUMENT NUMBER LR 2916317 IN COOK COUNTY, ILLINOIS