

1073

UNOFFICIAL COPY

RECORD OF PAYMENT



Eugene "Gene" Moore Fee: \$26.00
Cook County Recorder of Deeds
Date: 06/12/2003 04:04 PM Pg: 1 of 2

1. The Selling or Refinancing Borrower ("Borrower") identified below has had an interest in the property (or in a land trust holding title to the property) identified by tax identification number(s): 04-07-110-046.

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As: 814 PONY LN, NORTHBROOK, IL
60062

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on _____ as document number _____ in COOK County, granted from _____ to _____. On or after a closing conducted on May 23, 2003, 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.

WJ

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 all 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:

Metropolitan Title

Mail To:

Property address

METROPOLITAN TITLE COMPANY
201 N. CHURCH
BENSENVILLE, IL 60106

Borrower(s):

Abdul M. Badruddin

 ABDUL M. BADRUDDIN

Chieko Badruddin

 CHIEKO BADRUDDIN

03-0135011

METROPOLITAN TITLE CO.

UNOFFICIAL COPY

RECORD OF PAYMENT

Legal Description:

PARCEL 1: LOT 9 IN AVANTI RIDGE BEING A SUBDIVISION IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN EASEMENT AGREEMENT FOR INGRESS AND EGRESS DATED SEPTEMBER 23, 1988 AND RECORDED OCTOBER 19, 1988 AS DOCUMENT 88481832 FOR INGRESS AND EGRESS OVER PROPERTY DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF THE NORTHWEST $\frac{1}{4}$ AFORESAID 1152.00 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE 267.79 FEET TO A POINT 452.59 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 7 AFORESAID; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 70.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 20 MINUTES 00 SECONDS WEST 13.00 FEET; THENCE NORTH 90 DEGREES EAST 23.14 FEET; THENCE NORTH 00 DEGREE EAST 1.00 FEET, THENCE NORTH 90 DEGREES EAST 20.00 FEET; THENCE SOUTH 00 DEGREES EAST 1.00 FEET; THENCE NORTH 90 DEGREES EAST 25 FEET; THENCE SOUTH 87 DEGREES 07 MINUTES 50 SECONDS EAST 99.88 FEET; THENCE SOUTH 12 DEGREES 32 MINUTES 34 SECONDS EAST 20.49 FEET; THENCE NORTH 90 DEGREES EAST 55.50 FEET TO A LINE 25.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 7 AFORESAID; THENCE NORTH 00 DEGREES 08 MINUTES 40 SECONDS EAST ALONG SAID PARALLEL LINE 9.00 FEET; THENCE NORTH 14 DEGREES 14 MINUTES 45 SECONDS WEST 40.23 FEET TO A LINE 35 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 7 AFORESAID; THENCE NORTH 00 DEGREES 08 MINUTES 40 SECONDS EAST ALONG SAID PARALLEL LINE 10.00 FEET TO THE SOUTH LINE OF DUNDEE ROAD AS DESCRIBED IN CONDEMNATION CASE 69L18272; THENCE NORTH 90 DEGREES WEST ALONG THE LAST DESCRIBED LINE 67.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 4.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 102.77 FEET; THENCE SOUTH 78 DEGREES 41 MINUTES 25 SECONDS WEST 81.58 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 168.15 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Clerk's Office