



RECORD OF PAYMENT

Eugene "Gene" Moore Fee: \$26.50
Cook County Recorder of Deeds
Date: 08/13/2003 02:47 PM 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):
13-15-104-015

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

4711 North Kenton, Chicago, Illinois 60630

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on April 2, 2001 as document number 0010260456 in Cook County, granted from Merrill Lynch Credit Corporation to James D. D'Amico. On or after a closing conducted on May 23, 2003, Closing Agent 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 Closing Agent makes no implied or express representation, warranty, or promise. This document does no more and can do no more than certify – solely by Closing Agent, and not as agent for any party to the closing – that funds were disbursed to the 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 Closing Agent 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 Closing Agent. No release of mortgage will be issued by the Closing Agent, and no mortgage release, if issued by the Mortgagee, will be recorded by the Closing Agent 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. Closing Agent makes no undertaking and accepts no responsibility with regard to the mortgage or its release. Borrower disclaims, waives, and releases any obligation of the Closing Agent, 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 Closing Agent agree that this RECORD OF PAYMENT shall be recorded by Closing Agent within 60 days of completion of the closing and that upon recordation of the RECORD OF PAYMENT all Closing Agent's obligations to Borrower shall be satisfied, with Closing Agent 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 Closing Agent's failure to record within 60 days shall be a refund upon demand of amount collected from Borrower for recordation of this Record of Payment. Any failure to record shall not negate or affect any other provision of this Record of Payment.**

5. This document is a total integration of all statements by Closing Agent 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: Freeborn and Peters, 311 S. Wacker Drive, Suite 3000, Chicago, Illinois 60606

MAIL TO: Freeborn and Peters, 311 S. Wacker Drive, Suite 3000, Chicago, Illinois 60606

Borrower

Closing Agent

#537587

UNOFFICIAL COPY

LEGAL DESCRIPTION
4711 North Kenton, Chicago, Illinois 60630
13-15-104-015-0000

**THE SOUTH ½ OF LOT 13 IN THE NORTH 12 ½ FEET OF LOT 14 IN
BLOCK 4 IN L.B. SHEPPARD'S SUBDIVISION OF BLOCKS 3 AND 17
IN MONTROSE, IN SECTION 15, TOWNSHIP 40 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY,
ILLINOIS**

Property of Cook County Clerk's Office