

UNOFFICIAL COPY



RECORD OF PAYMENT

Eugene "Gene" Moore Fee: \$26.00
Cook County Recorder of Deeds
Date: 06/23/2003 10:52 AM Pg: 1 of 2

1023

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):

07-24-307-034-0000

012CA

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

10 EGG HARBOUR COURT, SCHAUMBURG, ILLINOIS 60173

077C

which is hereafter referred to as the Property.

23074364

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 08-08-02 as document number 0020868032 in COOK County, granted from MANISH ARORA AND SONU LAUL to HOMELAND MORTGAGE. On or after a closing conducted on 06-06-03, 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.

8138476

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.

LND

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.

NO ABSTRACT

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: BRIDGET CIECHANOWSKI
171 NORTH CLARK, CHICAGO, ILLINOIS 60601

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MAIL TO: MANISH ARORA
318 KINGERY COURT
ADDISON, ILLINOIS 60101

Manish

Borrower

Borrower

home land, by Manish Arora, he attests in fact.

Chicago Title
Title Company

BOX 333-CT

REC OF PMT 12/02 DGG

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RECORD OF PAYMENT

Legal Description:

PARCEL 1

THAT PART OF LOT 5 IN WYNDHAM COVE A RESUBDIVISION OF LOT 8 IN LINCOLN MEADOWS SUBDIVISION OF PART OF SECTION 24, TOWNSHIP 41 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 6, 1989 AS DOCUMENT 89007940 AND CERTIFICATE OF CORRECTION RECORDED JUNE 8, 1990 AS DOCUMENT 90271579 ACCORDING TO THE PLAT THEREOF RECORDED RECORDED MARCH 21, 1996 AS DOCUMENT 96218335 IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS::

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5, THENCE NORTH 84 DEGREES 34 MINUTES, 33 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 39.22 FEET; THENCE NORTH 05 DEGREES 51 MINUTES 03 SECONDS EAST 47.70 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 05 DEGREES 51 MINUTES 03 SECONDS EAST 24.00 FEET; THENCE SOUTH 84 DEGREES 08 MINUTES 57 SECONDS EAST 69.46 FEET; THENCE SOUTH 05 DEGREES 51 SECONDS 03 SECONDS WEST, 28.00 FEET; THENCE NORTH 84 DEGREES 08 MINUTES, 57 SECONDS WEST, 25.08 FEET; THENCE NORTH 05 DEGREES 51 MINUTES, 03 SECONDS EAST 4.00 FEET; THENCE NORTH 84 DEGREES 08 MINUTES 57 SECONDS WEST 44.38 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2

NON EXCLUSIVE EASEMENT APPURTENANT FOR INGRESS AND EGRESS, AND DRIVEWAY FOR THE BENEFIT OF PARCEL 1 OVER COMMON AREA AS SET FORTH IN DECLARATION RECORDED MARCH 29, 1996 AS DOCUMENT 96243158.