

# UNOFFICIAL COPY

## RECORD OF PAYMENT



Eugene "Gene" Moore Fee: \$26.00  
Cook County Recorder of Deeds  
Date: 06/30/2003 02:20 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):

04-14-301-073-0000

SEE ATTACHED LEGAL

### Commonly Known As:

2131 CLARIDGE LANE, NORTHBROOK,  
ILLINOIS 60062

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 02/05/03 as document number 0030176456 in COOK County, granted from WASHINGTON MUTUAL BANK FA to S. SCOTT WESTLY AND JUDITH WESTLY or after a closing conducted on 05/28/03, Ticor Title Insurance Company (hereinafter "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 amount 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 AND MAIL TO: Elizabeth Richmond  
TICOR TITLE INSURANCE COMPANY  
900 SKOKIE BOULEVARD, SUITE 112  
NORTHBROOK, ILLINOIS 60062

X S. Scott Westly  
Borrower  
RECOPM11/02 DGG  
X Judith Westly

Elizabeth Richmond  
Ticor Title Insurance Company

BOX 303-011

TICOR TITLE INSURANCE

#381623

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## RECORD OF PAYMENT

### Legal Description:

#### PARCEL I:

LOT 1 IN ROYAL RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF NORTHBROOK, COOK COUNTY, ILLINOIS, PURSUANT TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 3, 1997 AS DOCUMENT NO. 97818381.

COMMONLY KNOWN AS TECHNY PARCEL E-1 LOCATED ON THE EAST SIDE OF WAUKEGAN ROAD, SOUTH OF TECHNY ROAD, IN NORTHBROOK, ILLINOIS.

EACH WITH THE RESPECT SOLELY TO THE BUILDING SITE IDENTIFIED AND LEGALLY DESCRIBED AS FOLLOWS:

#### BUILDING SITE 66

BEING THAT PART OF LOT 1 IN THE PLANNED UNIT DEVELOPMENT OF ROYAL RIDGE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 3, 1997 AS DOCUMENT NUMBER 97818381, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 01° 04' 54" EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 1007.07 FEET; THENCE NORTH 88° 55' 06" WEST, 929.75 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A DUPLEX RESIDENCE; FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT 13 COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 57° 30' 18" WEST, 8.01 FEET; 2) SOUTH 32° 29' 42" EAST, 4.00 FEET; 3) SOUTH 57° 30' 18" WEST, 2.00 FEET; 4) SOUTH 32° 29' 42" EAST, 10.92 FEET; 5) SOUTH 12° 30' 18" WEST, 7.54 FEET; 6) SOUTH 57° 30' 18" WEST, 2.37 FEET; 7) SOUTH 32° 29' 42" EAST, 11.33 FEET; 8) SOUTH 57° 30' 18" WEST, 55.00 FEET; 9) NORTH 32° 29' 42" WEST, 21.58 FEET; 10) NORTH 57° 30' 18" EAST, 25.42 FEET; 11) NORTH 32° 29' 42" WEST, 20.17 FEET; 12) SOUTH 57° 30' 18" WEST, 5.00 FEET; 13) NORTH 32° 29' 42" WEST, 7.04 FEET; THENCE NORTH 57° 30' 18" EAST ALONG THE CENTER LINE OF A PARTY WALL FOR SAID RESIDENCE 52.82 FEET; THENCE SOUTH 32° 29' " EAST 17.21 FEET TO THE PLACE OF BEGINNING. IN COOK COUNTY, ILLINOIS.

#### PARCEL II:

FEE SIMPLE TITLE IN AND TO THE BUILDING AND ALL IMPROVEMENTS (BUT EXCLUDING THE LAND) LOCATED ON THE BUILDING SITE LEGALLY DESCRIBED HEREIN (INCLUDING ANY PORTION OF SUCH BUILDING AND IMPROVEMENTS WHICH IS LOCATED ON PORTIONS OF THE COMMON AREA (AS DEFINED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RIGHTS FOR THE ROAYL RIDGE SUBDIVISION DATED AS OF NOVEMBER 3, 1997, AND RECORDED WITH THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 3, 1997 AS DOCUMENT NO. 97820006 (THE "DECLARATION"), WHICH IMPROVEMENTS CONSIST OF A DWELLING UNIT (AS DEFINED IN THE DECLARATION); SUBJECT TO THE TERMS AND PROVISIONS OF THE GROUND LEASE.

#### PARCEL III:

EASEMENTS APPURTENANT TO PARCELS 1 AND 2 FOR THE BENEFIT OF SUCH PARCELS AS SET FORTH IN THE AFORESAID DECLARATION.