

RECORD OF PAYMENT



0318941103

Eugene "Gene" Moore Fee: \$26.00  
Cook County Recorder of Deeds  
Date: 07/08/2003 10:27 AM Pg: 1 of 2

1. The Seller 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):

07-30-300-023-1055

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

1346 KINGSBURY DRIVE, UNIT #1, HANOVER PARK, ILLINOIS 60133

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 12/19/96 as document number 96958360 in COOK County, granted from SLAVIN WELLS FARGO. On or after a closing conducted on 5/21/03, 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.

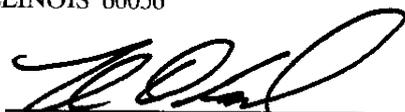
4. Borrower and Title Company agree that this RECORD OF PAYMENT shall be recorded by Title Company within 60 days of completion of the closing and that upon recordation of the RECORD OF PAYMENT all Title Company's obligations to Borrower shall be satisfied, with Title Company to have no further obligation 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: JULIE RIZZUTO  
1700 S. ELMHURST ROAD, MT. PROSPECT, ILLINOIS 60056

MAIL TO: FREDERICK D. SLAVIN  
1346 KINGSBURY DRIVE  
UNIT #1  
HANOVER PARK, ILLINOIS 60133

BOX 333-CTI

  
Borrower 

  
Title Company

Borrower

9-23-08-1723-AK

# UNOFFICIAL COPY

## RECORD OF PAYMENT

### Legal Description:

#### PARCEL 1:

UNIT 1 IN BUILDING 98 AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

A PART OF LOT 4 OF HANOVER HIGHLANDS, UNIT NUMBER 10 A SUBDIVISION IN SECTION 30, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 20672558, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO DECLARATION OF CONDOMINIUM FOR THE LARKSPUR 6 CONDOMINIUM MADE BY ILLINOIS COMMUNITIES CORPORATION, AN ILLINOIS CORPORATION, AND RECORDED IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22628307 (THE "DECLARATION") AS AMENDED; TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN EXHIBIT "E" TO THE DECLARATION, AS EXHIBIT "E" MAY BE AMENDED BY AN AMENDMENT TO THE DECLARATION ("AMENDED DECLARATION") WHICH MAY FROM TIME TO TIME BE RECORDED AS PROVIDED IN THE DECLARATION, WHICH UNDIVIDED PERCENTAGE INTEREST SHALL AUTOMATICALLY CHANGE AS PROVIDED IN AN AMENDED DECLARATION; AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS MAY BE ADDED OR ANNEXED BY SUCH AMENDED DECLARATION, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATION, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE UPON THE RECORDING OF SUCH AMENDED DECLARATION THE SAME AS THOUGH CONVEYED HEREBY, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1; AS SET FORTH IN THE DECLARATION BY ILLINOIS COMMUNITIES CORPORATION RECORDED FEBRUARY 13, 1974 AS DOCUMENT NUMBER 22628307 AND AS CREATED BY THE DEED FROM ILLINOIS COMMUNITIES CORPORATION TO EDWARD M. GOLYA, JR., AND CAROL A. GOLYA, HIS WIFE, RECORDED AS DOCUMENT NUMBER 23896675 FOR THE PURPOSE OF PASSAGE, USE AND ENJOYMENT, INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.