

# UNOFFICIAL COPY

## RECORD OF PAYMENT



Eugene "Gene" Moore Fee: \$26.00  
Cook County Recorder of Deeds  
Date: 07/11/2003 11:14 AM 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):

29-33-301-031-1029

SEE ATTACHED LEGAL

**Commonly Known As:**

931 W. ARQUILLA DRIVE, UNIT 233,  
GLENWOOD, ILLINOIS 60425

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 09/05/01 as document number 0010824383 in COOK County, granted from NATALIE MASON to CHASE MORTGAGE. On or after a closing conducted on 08/16/01, 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 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 AND MAIL TO: Linda A. Presbitero  
TICOR TITLE INSURANCE COMPANY  
1147 W. 175TH ST.  
HOMEWOOD, ILLINOIS 60430

*Natalie Mason*

Borrower  
RECOFPMT 11/02 DGG

*Linda A. Presbitero LLC*  
Ticor Title Insurance Company

TICOR TITLE

BOX 15

# UNOFFICIAL COPY

## RECORD OF PAYMENT

### Legal Description:

UNIT NO. 233 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"): A TRACT OF LAND COMPRISING PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 26 FEET NORTH OF THE SOUTH LINE AND 925 FEET EAST OF THE WEST LINE OF SAID SECTION 33; AND RUNNING THENCE NORTH PERPENDICULAR TO SAID SOUTH LINE OF SECTION 33 AND ALONG THE WEST LINE OF BRUCE LANE, AS HERETOFORE DEDICATED BY "GLENWOOD MANOR UNIT NOS. 8 AND 9," A DISTANCE OF 284 FEET; THENCE WEST PARALLEL WITH SAID SOUTH LINE OF SECTION 33, A DISTANCE OF 77 FEET; THENCE NORTH PERPENDICULAR TO SAID SOUTH LINE OF SECTION 33, A DISTANCE OF 30 FEET; THENCE WEST PARALLEL WITH SAID SOUTH LINE OF SECTION 33, A DISTANCE OF 253 FEET; THENCE NORTH PERPENDICULAR TO SAID SOUTH LINE OF SECTION 33, A DISTANCE OF 224.40 FEET; THENCE WEST PARALLEL WITH SAID SOUTH LINE OF SECTION 33, A DISTANCE OF 70 FEET, TO AN INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE OF SECTION 33 AND PASSING THROUGH A POINT ON SAID SOUTH LINE, 525 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION; THENCE SOUTH ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 524.40 FEET TO A POINT 40 FEET NORTH OF SAID SOUTH LINE OF SECTION 33; THENCE EAST, PARALLEL WITH SAID SOUTH LINE OF SECTION 33 AND ALONG THE NORTH LINE OF ARQUILLA DRIVE, AS HERETOFORE DEDICATED BY "GLENWOOD MANOR UNIT NO 7," A DISTANCE OF 60 FEET; THENCE EASTERLY ALONG SAID NORTH LINE OF ARQUILLA DRIVE, A DISTANCE OF 221.07 FEET TO A POINT 26 FEET NORTH OF SAID SOUTH LINE OF SECTION 33; THENCE EAST, PARALLEL WITH SAID SOUTH LINE OF SECTION 33 AND ALONG SAID NORTH LINE OF ARQUILLA DRIVE, A DISTANCE OF 119.38 FEET TO THE POINT OF BEGINNING, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION MADE BY GLENWOOD FARMS, INC., AN ILLINOIS CORPORATION, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 21074998; TOGETHER WITH AN PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

TICKET TITLE