## FFICIAL COPY 上CORD OF PA



 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):

Eugene "Gene" Moore Fee: \$26.00 Cook County Recorder of Deeds Date: 07/18/2003 07:20 AM Pg: 1 of 2

10-31-100-019-1017

## SEE ATTACHED LEGAL DESCRIPTION

Commonly	Known	Aς٠
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7081 W TOUHY, UNIT 307, NILES, ILLINOIS 60714

which is hereafter refer ed to as the Property.

- 2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on \_\_10/17/02 number 0021137580 \_ County, granted from MERS AS NOMINEE FOR GN MORTGAGE to in COOK THOMAS O'BRIEN \_. On or after a closing conducted on 06/19/03 \_\_\_\_, Title Company disbursed funds pursuant to a payoff letter from the Mortgagee, or its agent or assignee (hereinaster "Mortgagee"), for the purpose of causing
- 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 to issue any legal release of the Mortgagee's mortgage rests sorry want the Mortgagee, not whom the Title Company 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 arty 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 startle 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's obligations to of completion of the closing and that upon recordation of the RECORD OF PAYMENT all Title Company's obligations to out of or relating in any way to this RECORD OF PAYMENT or any mortgage release. The sole and exclusive remedy for recordation of this RECORD OF PAYMENT. Any failure to record shall not negate or affect any the provisions of this RECORD OF PAYMENT. Any failure to record shall not negate or affect any the 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, act as agent with respect to the subject closing or the subject nortgage. No release of mortgage is being hereby issued by the

  - 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

PREPARED BY: KATHY MCCOY

171 NORTH CLARK, CHICAGO, ILLINOIS 60601

MAIL TO: THOMAS POBRIEN

Title Company

Borrower

RECOFPMT 11/02 DGG

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# UNOFFICIAL COPY RECORD OF PAYMENT

## Legal Description:

### PARCEL 1:

UNIT 307 IN THE 7081 RENAISSANCE CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THAT PART OF LOT 1 IN PONTARELLI'S RENAISSANCE SUBDIVISION, A RESUBDIVISION BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 31, 1996 AS DOCUMENT 96983057, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF TOUHY AVENUE; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID RIGHT OF WAY, 25.28 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 151.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 107.33 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 107.33 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 107.33 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 107.33 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 107.33 FEET; THENCE NORTH 107.33 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINGIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION RECORDED OCTOBER 30, 1998 AS DOCUMENT 9897327 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE EXCLUSIVE RIGHT TO USE OF INDOOR PARKING SPACE P~ AND INDOOR STORAGE SPACE S~ AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 98979327.

#### PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS AS DESCRIBET IN DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RELATING TO RENAISSANCE CONDOMINIUM MASTER ASSOCIATION RECORDED MARCH 18, 1997 AS DOCUMENT 97185484.