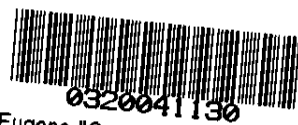


UNOFFICIAL COPY

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Eugene "Gene" Moore Fee: \$26.00
Cook County Recorder of Deeds
Date: 07/21/2003 09:14 AM Pg: 1 of 2

RECORD OF PAYMENT

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):

28-04-301-022-1002

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:
14031 GAIL LANE #301, CRESTWOOD,
ILLINOIS 60445

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 03/13/02 as document number 0020281726 in COOK County, granted from LISA M. PRZYBYLA to NATIONAL CITY. On or after a closing conducted on 07/03/02, 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.

2

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.

814/329

AZ Duncle

CHARGE TO DUPAGE

PREPARED BY: ALYSIA KRAMME
1725 S. NAPERVILLE ROAD, WHEATON, ILLINOIS 60187

MAIL TO: LISA M. PRZYBYLA
14031 GAIL LANE #301
CRESTWOOD, ILLINOIS 60445

Title Company

Borrower

Borrower

REC-07/21/03 11:02 AM

00A 233-07

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1410 008141329 UA
STREET ADDRESS: 14031 GAIL LANE #301
CITY: CRESTWOOD **COUNTY:** COOK
TAX NUMBER: 28-04-301-022-1002

LEGAL DESCRIPTION:**PARCEL 1:**

UNIT 302 IN SANDPIPER SOUTH CONDOMINIUM NUMBER 3 AS DELINEATED ON SURVEY OF LOTS 3 AND 4 IN SANDPIPER SOUTH UNIT 2, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (HEREINAFTER REFERRED TO AS 'PARCEL'), WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY BEVERLY BANK, CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 22, 1972 KNOWN AS TRUST NUMBER 84011 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 22723064 TOGETHER WITH AN UNDIVIDED .0102 PER CENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN THE SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN AND AS CREATED BY SANDPIPER SOUTH DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS MADE BY BEVERLY BANK, CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 22, 1971 KNOWN AS TRUST NUMBER 84011, DATED DECEMBER 10, 1973 AND RECORDED DECEMBER 12, 1973 AS DOCUMENT 22570315 AND AS SET FORTH IN AND AS CREATED BY ARTICLE IV, PARAGRAPH 4.04 ('D') OF DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR SANDPIPER SOUTH CONDOMINIUM NUMBER 2 MADE BY SAID TRUSTEE RECORDED JANUARY 23, 1974 AS DOCUMENT 22503537 AND AS CREATED BY DEED RECORDED AUGUST 27, 1975 AS DOCUMENT 23201017 FOR INGRESS AND EGRESS