

# UNOFFICIAL COPY

## RECORD OF PAYMENT



Eugene "Gene" Moore Fee: \$26.00  
Cook County Recorder of Deeds  
Date: 07/29/2003 08:00 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):

17-04-222-062-1061

SEE ATTACHED LEGAL

### Commonly Known As:

1255 N. SANDBURG TERRACE, 903, CHICAGO, ILLINOIS 60610

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 07-15-02 as document number 0020770056 in COOK County, granted from JEFFREY B KRIV to PLATINUM HOME MORTGAGE CORP on or after a closing conducted on 06/05/03, 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 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: Lisa M. Grimes  
TICOR TITLE INSURANCE COMPANY  
600 HUNTER DRIVE  
SUITE 302  
OAK BROOK, ILLINOIS 60521

Jeffrey B. Kriv by Harold Kriv  
Borrower  
RECOFPMT 11/02 DGG  
by ATTY in Fact

Lisa M. Grimes  
Ticor Title Insurance Company

TICOR TITLE INSURANCE

BOX 15

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## RECORD OF PAYMENT

### Legal Description:

UNIT 903E AS SAID UNIT IS DELINEATED ON SURVEY ATTACHED TO AND MADE A PART OF DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 4TH DAY OF DECEMBER 1979 AS DOCUMENT NUMBER LR3134592 AND RECORDED AS DOCUMENT NUMBER 25267212 AS AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN PREMISES HEREINAFTER DESCRIBED (EXCEPTING THEREFROM THOSE UNITS AND PARTS OF UNITS FALLING WITHIN SAID PREMISES, AS SAID UNITS ARE DELINEATED ON SURVEY HEREINAFTER REFERRED TO) : SAID PREMISES BEING DESCRIBED AS FOLLOWS: THAT PART OF LOT 15 IN CHICAGO LAND CLEARANCE COMMISSION NUMBER 3 (HEREINAFTER DESCRIBED) FALLING WITHIN THE NORTH 25 FEET OF THE EAST 100 FEET OF LOT 39 IN BRONSON'S ADDITION TO CHICAGO AND THAT PART OF LOT 15 IN CHICAGO LAND CLEARANCE COMMISSION NUMBER THREE) HEREINAFTER DESCRIBED FALLING WITHIN THE SOUTH 25 FEET OF THE EAST 159 FEET (EXCEPT THE WEST FEET THEREOF) OF LOT 37, IN BRONSON'S ADDITION TO CHICAGO, SAID CHICAGO LAND CLEARANCE COMMISSION NUMBER THREE, BEING A CONSOLIDATION OF LOTS AND VACATED ALLEYS IN BRONSONS ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS, ALL IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLE OF COOK COUNTY, ILLINOIS ON MAY 4, 1962 AS DOCUMENT NUMBER LR2032004 AND RECORDED AS DOCUMENT 25267212 IN COOK COUNTY, ILLINOIS.