



0321620073

RECORD OF PAYMENT

Eugene "Gene" Moore Fee: \$26.00  
Cook County Recorder of Deeds  
Date: 08/04/2003 08:31 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):

03-04-302-037-1514

TICOR  
S18107

SEE ATTACHED LEGAL

Commonly Known As:

1315 FAIRFIELD CT., WHEELING, ILLINOIS  
6090

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 08-15-02 as document number 0020895852 in COOK County, granted from IRINA GURBICH to ABN AMRO. On or after a closing conducted on 06-19-03, 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: Denise Drewke  
TICOR TITLE INSURANCE COMPANY  
1990 E. ALGONQUIN ROAD, SUITE 100  
SCHAUMBURG, ILLINOIS 60173

By Ana Corbentko  
ATTORNEY-IN-FACT

Irina Gurbich  
Borrower  
RECOPPMT 11/02/DGG

Denise Drewke  
Ticor Title Insurance Company

TICOR TITLE INSURANCE

TICOR TITLE INSURANCE

BOX 15

BOX 15

# UNOFFICIAL COPY

## RECORD OF PAYMENT

### Legal Description:

UNIT NO. 1-30-104-M-1315 IN THE ARLINGTON CLUB CONDOMINIUM AS DELINEATED ON THE SURVEY OF A PORTION OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE FINAL PLATS OF THE ARLINGTON CLUB UNIT 1, UNIT 2, UNIT 3 AND UNIT 4 <SUBS OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WHEELING, COOK COUNTY, ILLINOIS. ACCORDING TO THE PLATS AND CERTIFICATES OF CORRECTIONS THERETO, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 11, 1985 AND KNOWN AS TRUST NUMBER 64050 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, ON JUNE 17, 1986 AS DOCUMENT NUMBER 86-245.994 TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST APPURTENANT TO SAID UNIT IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM, AS AMENDED FROM TIME TO TIME, EXCEPTING THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION AND SURVEY, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OR RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF SUCH AMENDED DECLARATIONS AS THOUGH CONVEYED THEREBY.