5,26013 575 UNOFFICIAL COP

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):

17-16-406-025-1007

SEE ATTACHED LEGAL

Commonly Known As: 714 S. DEARBORN UNIT #7, CHICAGO, ILLINOIS 60605

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on <u>02/05/99</u> number 99123122 COOK County, granted from MICHAEL E. GRIFFIN AND MARILYN CLEEFF On or after a closing conducted on <u>07/09/03</u>, Ticor Title Insurance Company OHIO SAVINGS BANK (hereinafter "Title Company") dispussed 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 inderendent legal advice, and on which subject Title Company makes no implied or express representation, warranty, or promise. This locument does no more and can do no more than certify-solely by Title Company, and not as agent for any party to the closing-unit funds were disbursed to Borrower's Mortgagee. Any power or duty to issue any legal release of the Mortgagee's mortgage rests soicly 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 stainte 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 whruso ever to Borrower arising out of or relating in any way to this RECORD OF PAYMENT or any mortgage release. The solar 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: Julie A. Hannah TICOR TITLE INSURANCE COMPANY 203 N. LASALLE, SUITE 2200

CHICAGO, ILLINOIS 60601

Eugene "Gene" Moore Fee: \$26.00

Date: 08/18/2003 08:07 AM Pg: 1 of 2

Cook County Recorder of Deeds

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Legal Description:

UNIT 7 IN THE ROWE BUILDING CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 7 (EXCEPT THAT PART OF LOT 7 LYING NORTH OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID LOT 7, 2 FEET 8 3/8 INCHES SOUTH OF THE NORTHWEST CORNER OF SAID LOT 7 TO A POINT IN THE WEST LINE OF DEARBORN STREET (AS WIDENED) 2 FEET 9 3/8 INCHES SOUTH OF THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID LOT 7 WITH THE WEST LINE OF SAID DEARBORN STREET (AS WIDENDED) AND THAT PART (EXCEPT STREETS) OF LOT 12 LYING NORTH OF THE CENTER LINE THE PARTY WALL WHICH INTERSECTS THE EAST LINE OF FEDERAL STREET 2 FEET, 2 5/8 INCHES SOUTH OF THE NORTH LINE OF SAID LOT AND INTERSECTS THE WEST LINE OF DEARBORN STREET (AS WIDENED) 2 FEET 3 5/8 INCHES SOUTH OF THE NORTH LINE OF LOT 12 AFORESAID IN J. E. GOODHUE'S SUBDIVISION OF BLOCK 126 (EXCEPT STREETS) IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 L'AST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION MADE BY EXCHANGE NATIONAL BANK OF CHICAGO AND RECORDED AS DOCUMENT 26481005 TOGETHER WITH IT'S UNDIVIDED PERCENTAGE INTEREST IN THE COMMON EXEMENTS.