

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):  
14-31-323-023-0000

SEE ATTACHED LEGAL DESCRIPTION

**Commonly Known As:**

1767 North Hoyne, Unit C, Chicago, Illinois 60647

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on August 2, 2002 as document number 0020847620, in Cook County, granted from Merrill Lynch Credit Corporation to Matthew Dillig Married to Gina Dillig. On or after a closing conducted on August 15, 2003, Closing Agent 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 Closing Agent makes no implied or express representation, warranty, or promise. This document does no more and can do no more than certify – solely by Closing Agent, and not as agent for any party to the closing – that funds were disbursed to the 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 Closing Agent 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 Closing Agent. No release of mortgage will be issued by the Closing Agent, and no mortgage release, if issued by the Mortgagee, will be recorded by the Closing Agent 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. Closing Agent makes no undertaking and accepts no responsibility with regard to the mortgage or its release. Borrower disclaims, waives, and releases any obligation of the Closing Agent, 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 Closing Agent agree that this RECORD OF PAYMENT shall be recorded by Closing Agent within 60 days of completion of the closing and that upon recordation of the RECORD OF PAYMENT all Closing Agent's obligations to Borrower **shall be satisfied, with Closing Agent 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 Closing Agent'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 provision of this Record of Payment.**

5. This document is a total integration of all statements by Closing Agent 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: Freeborn and Peters, 311 S. Wacker Drive, Suite 3000, Chicago, Illinois 60606

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Matthew J. Dillig  
Borrower Matthew Dillig

Rebecca Bor  
Closing Agent

# UNOFFICIAL COPY

Legal Description of 1767 North Hoyne, Unit C, Chicago, Illinois 60647  
PIN 14-31-323-023-0000

THE EAST 35.81 FEET OF THE WEST 96.90 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THOSE PORTIONS OF LOTS 1 THROUGH 27, BOTH INCLUSIVE, IN BLOCK 3 IN BRADWELL'S ADDITION TO CHICAGO, IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PARTS OF THE 2 VACATED ALLEYS IN SAID BLOCK 3 AND PART OF VACATED WEST WILLOW STREET, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF NORTH HOYNE AVENUE AND WEST WILLOW STREET, SAID POINT BEING 11.70 FEET SOUTH OF THE SOUTHWEST CORNER OF LOT 6 IN SAID BLOCK 3, AND ESTABLISHED BY VACATION ORDINANCE RECORDED AS DOCUMENT 542593; THENCE NORTH 00 DEGREES 02 MINUTES 37 SECONDS EAST, ALONG THE EAST LINE OF NORTH HOYNE AVENUE, 110.73 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 23 SECONDS EAST, 8.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 22 MINUTES 10 SECONDS EAST, 31.13 FEET; THENCE NORTH 00 DEGREES 37 MINUTES 50 SECONDS WEST, 1.80 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 10 SECONDS EAST, 29.96 FEET; THENCE NORTH 00 DEGREES 37 MINUTES 50 SECONDS WEST, 1.68 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 10 SECONDS EAST, 71.77 FEET; THENCE NORTH 00 DEGREES 37 MINUTES 50 SECONDS WEST, 1.25 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 10 SECONDS EAST, 59.90 FEET; THENCE SOUTH 00 SECONDS 37 MINUTES 50 SECONDS EAST, 1.46 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 10 SECONDS EAST, 30.06 FEET; THENCE NORTH 00 DEGREES 37 MINUTES 50 SECONDS WEST, 22.95 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 10 SECONDS WEST, 30.06 FEET; THENCE NORTH 00 DEGREES 37 MINUTES 50 SECONDS WEST, 1.51 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 10 SECONDS WEST, 59.90 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 50 SECONDS EAST, 1.17 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 10 SECONDS WEST, 71.77 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 50 SECONDS EAST, 1.88 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 10 SECONDS WEST, 29.96 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 50 SECONDS EAST, 1.76 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 10 SECONDS WEST, 31.13 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 50 SECONDS EAST, 22.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.