

RECORD OF PAYMENT



Doc#: 0326733237
Eugene "Gene" Moore Fee: \$26.00
Cook County Recorder of Deeds
Date: 09/24/2003 11:30 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):

08-08-301-063-1056

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

5000 CARRIAGEWAY DRIVE, UNIT 207-1,
ROLLING MEADOWS, ILLINOIS 60008

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 07/21/98 as document number 98633742 in COOK County, granted from EDWARD AND ANNA FISCO to NATIONAL CITY. On or after a closing conducted on 08/08/03, 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: JESSICA MASTERSON
1700 S. ELMHURST ROAD, MT. PROSPECT, ILLINOIS 60056

MAIL TO: Edward Fisco
5000 Carriage way # 207-1
Rolling Meadows, IL 60008

Edward Fisco
Borrower

[Signature]
Title Company

[Signature]
Borrower
BUX 555-CT REC OFPMT 11/02 DGG

2082
2
884818
110

2

UNOFFICIAL COPY

RECORD OF PAYMENT

Legal Description:

PARCEL 1:

UNITS NOS. 207-1 AND P-8, IN CARRIAGE WAY COURT CONDOMINIUM BUILDING NUMBER 5000, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF LOTS 3 AND 4 OF THREE FOUNTAINS AT PLUM GROVE (ACCORDING TO THE PLAT THEREOF RECORDED JULY 8, 1968 AS DOCUMENT 20543261) BEING A SUBDIVISION IN SECTION 8, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHWESTERLY CORNER OF LOT 3; THENCE SOUTH 74 DEGREES 47 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF LOT 3, 139.89 FEET; THENCE SOUTH 15 DEGREES 12 MINUTES 44 SECONDS WEST (AT RIGHT ANGLES THERETO) 67.62 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 15 DEGREES 16 MINUTES 51 SECONDS WEST 93.00 FEET; THENCE SOUTH 74 DEGREES 43 MINUTES 09 SECONDS EAST 285.21 FEET; THENCE NORTH 15 DEGREES 16 MINUTES 51 SECONDS EAST 93.00 FEET; THENCE NORTH 74 DEGREES 43 MINUTES 09 SECONDS WEST 285.21 FEET TO THE POINT OF BEGINNING, WHICH SURVEY IS ATTACHED AS EXHIBIT 'B' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26619595, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE CARRIAGE WAY COURT HOMEOWNER'S ASSOCIATION DATED JULY 10, 1981 AND RECORDED JULY 22, 1981 AS DOCUMENT 25945355 AND AS CREATED BY DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 7, 1979 AND KNOWN AS TRUST NUMBER 48050 TO JOSEP C. SKLEBA AND DONNA SKLEBA DATED JUNE 20, 1983 AND RECORDED SEPTEMBER 16, 1983 AS DOCUMENT 26781793

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE GRANT OF EASEMENTS DATED SEPTEMBER 25, 1968 AND RECORDED OCTOBER 18, 1968 AS DOCUMENT 20649594 AND AS CREATED BY DEED FROM THREE FOUNTAINS EAST DEVELOPMENT ASSOCIATES, A LIMITED PARTNERSHIP TO ANTHONY R. LICATA DATED NOVEMBER 23, 1979 AND RECORDED JANUARY 3, 1980 AS DOCUMENT 25303970 FOR INGRESS AND EGRESS OVER AND ACROSS LOT 2 IN THREE FOUNTAINS AT PLUM GROVE SUBDIVISION IN COOK COUNTY, ILLINOIS

PARCEL 4: EASEMENT FOR THE BENEFIT OF PARCEL 1 OVER THE NORTH 60 FEET OF THAT PART OF LOT 1 FALLING WITHIN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 8 AFORESAID FOR THE PURPOSE OF REASONABLE PEDESTRIAN TRAFFIC AS CREATED BY GRANT OF EASEMENT MADE BY HIBBARD, SPENCER BARTLETT TRUST TO THREE FOUNTAINS EAST DEVELOPMENT ASSOCIATES, A LIMITED PARTNERSHIP RECORDED JUNE 20, 1969 AS DOCUMENT 20877478 IN COOK COUNTY, ILLINOIS