

8155725 UNOFFICIAL COPY  
RECORD OF PAYMENT



Doc#: 0326842227  
Eugene "Gene" Moore Fee: \$26.00  
Cook County Recorder of Deeds  
Date: 09/25/2003 10:27 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):

02-24-105-011-1042

SEE ATTACHED LEGAL DESCRIPTION

**Commonly Known As:**

245 S. PARK LANE, #219, PALATINE, ILLINOIS  
60074

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 10/05/00 as document number 00781874 in COOK County, granted from JONATHAN CARL ARTHUR to BANK OF PALATINE. On or after a closing conducted on 08/13/03, 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: BRENDA WARNER  
FIRST BANK PLAZA, EXECUTIVE CENTER, LAKE ZURICH, ILLINOIS 60047

MAIL TO: JONATHAN CARL ARTHUR  
245 S. PARK LANE  
#219  
PALATINE, ILLINOIS 60074

Title Company

Chicago Title  
1 Bank Plaza  
Lake Zurich, IL 60047

Borrower

Borrower

REC'D 09/25/03  
RECOFPM 11/02 DGG

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## RECORD OF PAYMENT

### Legal Description:

PARCEL 1: UNIT NUMBER 219 IN WILLOW CREEK CONDOMINIUM NO. 1 AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOT 2 (EXCEPT THAT PART THEREOF LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID LOT 2 AND PASSING THROUGH A POINT IN THE WEST LINE OF LOT 2 THAT IS 53.85 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 2 AS MEASURED ALONG THE WEST LINE OF LOT 2) ALSO THAT PART OF LOT 5 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5 THENCE SOUTH EASTERLY ALONG THE NORTH LINE OF LOT 5 FOR A DISTANCE OF 106.62 FEET TO A CORNER IN THE NORTH LINE OF LOT 5, THENCE EAST ALONG THE NORTH LINE OF LOT 5 FOR A DISTANCE OF 63.93 FEET THENCE SOUTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 100 DEGREES 30 MINUTES 24 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 156.25 FEET TO A POINT IN THE SOUTHERLY LINE OF LOT 5 THAT IS 20.04 FEET SOUTHEASTERLY OF A CORNER IN THE SOUTHERLY LINE OF LOT 5 (AS MEASURED ALONG THE SOUTHERLY LINE OF LOT 5) THENCE NORTH WESTERLY ALONG THE SOUTHERLY LINE OF LOT 5 FOR A DISTANCE OF 20.04 FEET TO A CORNER IN THE SOUTHERLY LINE OF LOT 5, THENCE WEST ALONG THE SOUTH LINE OF LOT 5 FOR A DISTANCE OF 122 FEET TO A POINT IN THE WEST LINE OF LOT 5, THENCE NORTH ALONG THE WEST LINE OF LOT 5 FOR A DISTANCE OF 165.25 FEET TO THE POINT OF BEGINNING ALL IN WILLOW CREEK APARTMENT ADDITION BEING A RESUBDIVISION OF PART OF WILLOW CREEK A SUBDIVISION OF PART OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 28, 1970 AS DOCUMENT NUMBER LR 2536651

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP BY CHICAGO TITLE AND TRUST COMPANY UNDER TRUST AGREEMENT NUMBER 56936 REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER LR 2592936 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS ALL IN COOK COUNTY, ILLINOIS

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT DATED JULY 20, 1971 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON NOVEMBER 12, 1971 AS DOCUMENT NUMBER LR 25-92-935 FROM THE FIRST NATIONAL BANK OF LAKE FOREST, A NATIONAL BANKING ASSOCIATION, AS TRUST UNDER, TRUST NUMBER 3461 AND TRUST NO 3377 TO CHICAGO TITLE AND TRUST COMPANY AS TRUST UNDER TRUST NUMBER 56936 OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED PROPERTY: THE EAST 30 FEET OF LOT 1 AND ALSO THE WEST 30 FEET OF THE EAST 60 FEET OF THE SOUTH 153 FEET OF THE NORTH 316 FEET OF SAID LOT 1, ALL IN WILLOW CREEK APARTMENT ADDITION BEING A RESUBDIVISION OF PART OF WILLOW CREEK, A SUBDIVISION OF PART OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 28, 1970 AS DOCUMENT NUMBER LR 2536651, IN COOK COUNTY, ILLINOIS