## **UNOFFICIAL COPY**



Doc#: 0329335241 Eugene "Gene" Moore Fee: \$46.00 Cook County Recorder of Deeds Date: 10/20/2003 01:57 PM Pg: 1 of 2

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#### RECORTIOF PAYMENT

1. The Solling or Refinencing Borrower ("Borrower") identified oclow has or had an interest in the property ( in a land trust holding title to the property) identified by tax identification number(s):

13-01-113-040-1019

ST505224

### SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As: 6250 N. FRANCISCO, UNIT 1-AW, CHICAGO ILLINOIS

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 11/19/97 number 97868441 in COOK County, granted from SHABBIR ABDULALI	as document
number 97868441 in COOK County, granted from SHABBIR ABDULALI	to
WESTWIND MORTGAGE BANCORP  disbursed funds pursuant to a payoff letter from the Mortgage;, or its agent or assignee (her	08/27/03 , Title Company
disbursed funds pursuant to a payoff letter from the Mortgage;, cr its agent or assignee (her	reinafter "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 to igent of the Mortgagee. This document is not a release of any mortgage. The extent of any continuing obligation of the Berrower 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 Forrower's Mortgagee. Any power or duty to issue any legal release of the Mortgagee's mortgage rests solely with the Mortgage of or 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 atterney. Title Company makes no undertaking and accepts no responsibility with regard to the mortgage or its release. horre are 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 the present or future existence of any mortgage release, or with regard to the recording the present or future existence of any mortgage release, or with regard to the recording the present or future existence of any mortgage release, or with regard to the recording the present or future existence of any mortgage release, or with regard to the recording the present or future existence of any mortgage release, or with regard to the recording the present or future existence
- 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: NANCY J. BURNS 870 NORTH MILWAUKEE AVENUE, VERM MAIL TO: S. ABDULALI 6250 TO FRANCISCO # 1 AW	NON HILLS, ILLINOIS 60061	BUX	JJ-LT
China Tala Land Company & (m. Dr.)	Stribeenth'		

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FAX:17733848242

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# **UNOFFICIAL COPY**

### RECORD OF PAYMENT

### Legal Description:

UNIT NUMBER 50-1A \*\* F. THE FRANCISCO-ROSEMONT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DASS-PIBED REAL ESTATE:

LOTS 1 TO 4, BOTH INCLUSIVE, IN BLOCK 6 IN THOMAS J. GRADYS SIXTH GREEN BRIAR ADDITION TO NORTH EDGEWATER, A SUBLIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 1/2 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS LX-HBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25203500 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS