## INOFFICIAL COPY

## RECORD OF PAYMENT

1. The Selling or Refinancing Borrower ("Borrower") identified below has or had an interestin the property (or in a land trust holding title to t: property) identified by tax identification number(s):

04-32-402-035-1094

SEE ATTACHED LEGAL

Commonly Known As:

624 COBBLESTONE CIR #D, GLENVIEW, **ILLINOIS 60025** 



Doc#: 0330446057

Eugene "Gene" Moore Fee: \$26.00 Cook County Recorder of Deeds Date: 10/31/2003 01:04 PM Pg: 1 of 2

which is hereafter referred to as the Property.

- 2. The Property was suliested to a mortgage or trust deed ("mortgage") recorded on 11/06/02 \_ County, granted from <u>CÉNDANT MORTGAGE CORPORATION</u> to jr COOK number <u>0021226223</u> On or after a closing conducted on 10/02/03 \_, Ticor Title Insurance Company TOM T. LIAO (hereinafter "Title Company") disbersed funds pursuant to a payoff letter from the Mortgagee, or its agent or assignee (hereinafter "Mortgagee"), for the propose of causing the above mortgage to be satisfied.
- 3. This document is not issued by or on ocnalf 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-viat 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 mo tgage. 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 mest sege or its release. Borrower disclaims, waives, and releases any obligation of the Title Company, in contract, tort, or releases any obligation of the Title Company, in contract, tort, or releases any obligation of the Title Company, in contract, tort, or releases any obligation of the Title Company, in contract, tort, or releases any obligation of the Title Company, in contract, tort, or releases any obligation of the Title Company, in contract, tort, or releases any obligation of the Title Company, in contract, tort, or releases any obligation of the Title Company, in contract, tort, or releases any obligation of the Title Company, in contract, tort, or releases any obligation of the Title Company, in contract, tort, or release and the total contract a causing the present or future existence of any mortgage release, or with egard 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 PAYNENT all Title Company's obligations to Borrower shall be satisfied, with Title Company to have no further obligation of any live whatsoever to Borrower arising out of or relating in any way to this RECORD OF PAYMENT or any mortgage release. The solt 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: Elizabeth Richmond
TICOR TITLE INSURANCE COMPANY
900 SKOKIE BOULEVARD, SUITE 112

NORTHBROOK, ILLINOIS 60062

Borrower RECOFPMT 11/02 DGG Title Insurance Comp

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Leg. ription:

UNIT DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PART OF DECLARATION OF CONL MINIUM OWNERSHIP REGISTED ON APRIL 18, 1975 AS DOCUMENT NO. LR2803377 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST (EXCEPT THE UNITS DELIENATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES:

THE SOUTH 672.0 FEET OF THE EAST 658.48 FEET OF THE WEST 30 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE NORTH 132.0 FEET OF THE EAST 329.20 FEET THEREOF AND EXCEPT THE NORTH 375.0 FEET OF THE SOUTH 415.0 FEET OF THE EAST 164.60 FEET THEREOF) IN COOK Droperty of Coot County Clerk's Office COUNTY, ILLINOIS.