

UNOFFICIAL COPY

RECORD OF PAYMENT

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):

18-25-414-010-0000



Doc#: 0403601089

Eugene "Gene" Moore Fee: \$26.00

Cook County Recorder of Deeds

Date: 02/05/2004 10:07 AM Pg: 1 of 2

SEE ATTACHED LEGAL

Commonly Known As:

7736 SOUTH FERDINAND AVENUE,
BRIDGEVIEW, ILLINOIS 60455-1554

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 06/03/03 as document number 0315415074 in COOK County, granted from RUSSELL S. & BARBARA A. ZARZECKI to MARQUETTE BANK. On or after a closing conducted on 11/19/03, Ticor Title Insurance Company (hereinafter "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

Debra L. Deppe
TICOR TITLE INSURANCE COMPANY
6250 WEST 95TH STREET
OAK LAWN, ILLINOIS 60453

2/5/04

Russell Zarzecki
Borrower

Charles Zarzecki attorney in fact

Debra L. Deppe
Ticor Title Insurance Company

BOX 15

TICOR TITLE 531665

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RECORD OF PAYMENT

Legal Description:

PARCEL 1: LOT 2 IN RUSCO AND MILLER'S RESUBDIVISION OF LOTS 6 AND 7 IN BLOCK 11 IN BRIDGEVIEW MANOR SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF A LINE THAT IS 33.00 FEET EAST OF AND PARALLEL TO THE EAST LINE OF THE RIGHT OF WAY OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD WITH A LINE THAT IS 1090.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 48 MINUTES 17 SECONDS EAST, ALONG SAID LINE PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST QUARTER, 4.42 FEET TO A POINT ON A WEST LINE OF LOT 3 IN BLOCK II IN BRIDGEVIEW MANOR SUBDIVISION OF PART OF THE WEST HALF OF SAID SOUTHEAST QUARTER, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1951 AS DOCUMENT NUMBER 15104862; THENCE SOUTHEASTERLY ALONG THE WEST LINE OF LOTS 3, 4, AND 5 IN SAID BLOCK 11 AND ALSO THE WEST LINE OF LOT 1 IN RUSCO AND MILLER'S RESUBDIVISION OF LOTS 6 AND 7 IN BLOCK 11 IN BRIDGEVIEW MANOR SUBDIVISION IN THE WEST HALF OF SAID SOUTHEAST QUARTER, ACCORDING TO THE PLAT THEREOF RECORDED MAY 6, 1959 AS DOCUMENT NUMBER 18529533, BEING A CURVE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 263.00 FEET AN ARC DISTANCE OF 235.47 FEET TO A POINT OF BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING SOUTHEASTERLY, ALONG SAID CURVED LINE, BEING ALSO THE WEST LINE OF LOT 2 IN SAID RUSCO AND MILLER'S RESUBDIVISION, AN ARC DISTANCE OF 80.28 FEET TO THE NORTHWEST CORNER OF LOT 3 IN AFORESAID RUSCO AND MILLER'S RESUBDIVISION; THENCE NORTH 89 DEGREES 49 MINUTES 24 SECONDS WEST, ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 3, 54.63 FEET TO A POINT ON AFORESAID LINE PARALLEL TO THE EAST LINE OF THE RIGHT OF WAY OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD, THENCE NORTH 0 DEGREES 0 MINUTES 22 SECONDS WEST ALONG SAID PARALLEL LINE, 77.00 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF AFORESAID LOT 1; THENCE SOUTH 89 DEGREES 49 MINUTES 24 SECONDS EAST, ALONG SAID EXTENSION, 32.24 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS