JOFFICIAL COPY RECORD OF PA

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):

04-25-200-079-0000

SEE ATTACHED LEGAL



Doc#: 0407004016

Eugene "Gene" Moore Fee: \$26.00 Cook County Recorder of Deeds Date: 03/10/2004 09:20 AM Pg: 1 of 2

Commonly Known As: 10 MEADOWOOD LANE, NORTHFIELD, **ILLINOIS 60093**

which is hereafter referred to as the Property. 2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on as document _ County, granted from harris bank number 0010240884 in cook . On or after a closing conducted on 01/05/03 Ticor Title Insurance Company harris bank as trustee (hereinaster "Title Company") Chabursed 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 see cincependent 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 costs 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 vit's any party or party's attorney. Title Company makes no undertaking and accepts no responsibility with regard to the mor gree or its release. Borrower disclaims, waives, and releases any obligation of the Title Company, in contract, tort, or wider 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 PAYNENT 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 sele 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 after, 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:

Karin R. Jackson TICOR TITLE INSURANCE COMPAN 900 SKOKIE BOULEVARD, SUITE 112

NORTHBROOK, ILLINOIS 60062

Title Insurance Company

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UNOFFICIA

Legal Description:

LOT 3 IN FREEMAN J. WOODS SUBDIVISION OF THE SOUTH 20 RODS OF LOT 2 LYING EAST OF THE WEST 40 RODS THEREOF IN COUNTY CLERK'S DIVISION OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER SO MUCH OF LOTS 3, 4 AND 5 AS SHOWN ON PLAT OF FREEMAN J. WOOD'S SUBDIVISION AFORESAID, RECORDED SEPTEMBER 17, 1979 AS DOCUMENT 25149165 AND RE-RECORDED NOVEMBER 1, 1979 AS DOCUMENT 25220299 IN COOK COUNTY, ILLINOIS.

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER AND ACROSS A 20 FOOT STRIP FROM WINNETKA ROAD TO THE NORTH LINE OF THE SOUTH 20 RODS OF THAT PART OF LOT 2 IN COUNTY CLERK'S DIVISION AFORESAID LYING EAST OF THE WEST 40 RODS THEREOF, PLACED EQUIDISTANT FROM TV. EAST AND WEST LINES OF THE NORTH 60 RODS OF THE EAST 1/2 OF SAID LOT T AN.
ISTON A.

CONTROL

CONTR 2 IN COUNTY CLERK'S DIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS.