

UNOFFICIAL COPY



Doc#: 0413926016
Eugene "Gene" Moore Fee: \$26.50
Cook County Recorder of Deeds
Date: 05/18/2004 10:06 AM Pg: 1 of 2

RECORD OF PAYMENT

- 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):

03 - 09 - 308 - 096 - 1265

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

1600 Bow Trail
WHEELING, IL 60090

Which is hereafter referred to as the Property.

- The property was subjected to a mortgage or trust deed ("mortgage") recorded on MAY 2003 as document number(s) 18208767 granted from PROT & JUSTYNA TABIOWSKI to WASHINGTON MUTUAL BANK. On or after a closing conducted on 5/7/04, Alliance Title Corporation disbursed funds pursuant to payoff letter from the WASHINGTON MUTUAL BANK LNK 18208767 or its agents or assignee (hereinafter "Mortgage"), for the purpose of causing the above mortgage to be satisfied.

- This documentation is not issued by or on behalf of the Mortgagee or as an agent of the mortgagee. This documentation 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 Alliance Title Corporation makes no implied or express representation, warranty or promise. This document does no more and can do no more than certify solely by Alliance Title Corporation, and not as an agent for any party to the closing that funds were disbursed to Borrowers Mortgagee. Any power or duty to issue any legal release rests solely with the Mortgagee, for whom the Alliance Title Corporation 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 Alliance Title Corporation, and no mortgage release, if issued by the Mortgagee, will be recorded by the Alliance Title Corporation 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 attorney. Alliance Title Corporation makes no undertaking and accepts no responsibility with regard to the mortgage or its release. Borrower disclaims, waives and releases any obligation of the Alliance Title Corporation, in contract, act 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 near the future.

- Borrower and Alliance Title Corporation agree that this RECORD OF PAYMENT shall be recorded by Alliance Title Corporation within 60 days of completion of the closing and that upon recordation of the RECORD OF PAYMENT all of Alliance Title Corporation obligations to Borrower shall be satisfied, with Alliance Title Corporation to have no further obligation of any kind whatsoever to Borrowers arising out of or relating in any way to this RECORD OF PAYMENT or any mortgage release. This sole and exclusive remedy for Alliance Title Corporation failure to record within 60 days shall be a refund upon demand of amounts collected from borrowers for recordation of this RECORD OF PAYMENT. Any failure to record shall not negate or affect any other provisions of this RECORD OF PAYMENT.

- This document is a total integration of all statements by Alliance Title Corporation 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 representations, implied or express, shall be treated at all times by both parties as superseded by the statements, disclaimers, release 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.

Prot & Justyna Tabiowski
Borrower/Mortgagor

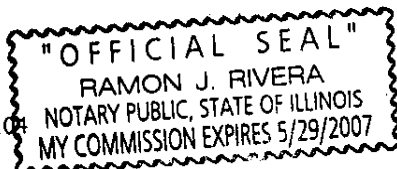
Gene Moore
Borrower/Mortgagor

[Signature]
Alliance Title Corporation

Subscribed and sworn to before me by the said Borrower/Mortgagor this 7 day of MAY 2004.

Notary Public
RECORD

Prepared By:
Alliance Title Corp.
6321 N. Avondale Suite 104
Chicago, IL 60631



Mail To:
Alliance Title Corp.
6321 N. Avondale Suite 104
Chicago, IL 60631

2004021-2230-404

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THE GUARANTEE TITLE & TRUST COMPANY

Commitment Number: A03-0332

SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

PARCEL 1: UNIT NO. 2-29-2 AS DELINEATED ON SURVEY OF CERTAIN LOTS IN TAHOE VILLAGE SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (HEREINAFTER REFERRED TO AS PARCEL), WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 20, 1971 AND KNOWN AS TRUST NUMBER 42930 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22270823 AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER OUTLOT "A" AS CREATED BY DEED FROM LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 20, 1971 AND KNOWN AS TRUST NUMBER 42930 RECORDED NOVEMBER 14, 1977 AS DOCUMENT 24190182 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.