## UNOFFICIAL COPY

## 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 to the property) identified by tax identification number(s):

20 - 211 - 311 - 035 - 0000 SEE ATTACHED LEGAL DESCRIPTION Commonly Known As: 1752 S Maryland Churand L 100030 8,627,928

Doc#: 0416227028 Eugene "Gene" Moore Fee: \$26.50 Cook County Recorder of Deeds Date: 06/10/2004 10:05 AM Pg: 1 of 2

Which is hereafter referred to as the Property.

- 3. 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 mortgage or as an agent 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 provise. This document does no more and can do no more than certify-solely by Alliance Title Corporation, and not as a agent for any party to the closing-that funds were disburse to Borrowers Mortgagee. Any power or duty to issue any legal rates are 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 are result of the closing, are 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, tort or under statute with regard to obtaining, verifying, or causing the present or future existence of any mortgage release, now or near the future.
- 4. Borrower and Alliance Title Corporation agree that this RECORD OF PAYMENT shull 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.
- 5. This document is a total integration of all statements by Alliance Title Corporation relating to the mortgogs. 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.

AMM My Chil

Borrower/Mortgagor

Alliance Title Corporation

Subscribed and aworn to be ore many the said Borrower/Mortgagor this

Notary Public RECORD

904-1103-1110

Prepared By: Alliance Title Corp. 6321 N. Avondale Suite 104 Chicago, IL 60631 "OFFICIAL SEAL" MICHAEL R. RITTER

Notary Public. State of Illinous My Commission Expires July 18, 2005 Mail To: Alliance Title Corp. 5321 N. Avondale Suite 104 Chicago, IL 60631 2

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## **UNOFFICIAL COPY**

Ticor Title Insurance

Commitment Number: A04-1162

SCHEDULE C
PROPERTY DESCRIPTION

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

LOT 21 IN BLOCK 86 IN CORNELL, BEING A SUBDIVISION IN SECTION 26 AND SECTION 35, TOWNSHIP St. E 14, L.

TODORTHO OF COUNTY CLERK'S OFFICE 38 NORTH, RANCE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALTA Commitment Schedule C (A04-1162.PFD/A04-1162/6)