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RECORD OF PAYMENT

 The Selling or Refinancing Borrower ("Borrower") Doc#: 0416627025 identified below has or had an interest in the Eugene "Gene" Moore Fee: \$26.50 property (or in a land trust holding title to the to Cook County Recorder of Deeds the property) identified by tax identification Date: 06/14/2004 10:19 AM Pg: 1 of 2 number(s): <u>SEE ATTACHED LEGAL</u> Commonly Known As: YVENTI Which is hereafter referred to as the Property. The property was subjected to a mortgage or trust deed ("mortgage") recorded on granted from 1)/ea On or after a closing condu Alliance Title Corporation disbursed funds pursuant to 404-0967 payoff letter from the or its agents or assignee (hereinafter Mortgager), for the purpose of causing the above mortgage to be satisfied. This documentation is not issued by or as 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, war ar an or promise. This document does no more and can do no more than certify-solely by Alliance Title Corporation, and not as a great for any party to the closing-that funds were disburse to Borrowers Mortgagee. Any power or duty to issue any k gal r lease rests solely with the Mortgagee, for whom the Alliance Title Corporation does not act as agent with respect to the object 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 me.vave or its release. Borrower disclaims, waives and releases any obligation of the Alliance Title Corporation, in contract, but or under statute with regard to obtaining. verifying, or causing the present or future existence of any mortgage relevat, 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 PAYME (1) 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 reard within 60 days shall be a refund upon demand of amounts collected from borrowers for recordation of this RECORD OF PAYNENT. 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 marge. 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, discinimers, 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.

Borrower/Mortgagor

Alliance Title Corporation

Subscribed and swor before me by the said Borrower/Mortgagor this

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

0416627025 Page: 2 of 2

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The Guarantee Title & Trust Company

Commitment Number: A04-0967

SCHEDULE C PROPERTY DESCRIPTION

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

UNIT 102B IN CHELSEA COVE CONDOMINIUM NO. 1, AS DELINEATED ON SURVEY OF PART OF LOT 1 OF CHELSEA COVE, A SUBDIVISION OF PART OF LOTS 5 TO 7, TAKEN AS A TRACT, IN OWNER'S SUBDIVISION OF BUFFALO CREEK FARM, BEING A SUBDIVISION OF PART OF SECTIONS 2, 3, 4, 9 AND 10, TOWNSHIP 12 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WHEELING, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 31, 1973 AS DOCUMENT NUMBER 22205368, IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL CALK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 77166, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22604309, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, AUTOMATICALLY SE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDED OF 204 County Clarks Office EACH SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY, ALL IN COOK COUNTY, ILLINOIS.