

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): **10-20-101-0201029**



Doc#: **0501118017**
Eugene "Gene" Moore Fee: \$26.00
Cook County Recorder of Deeds
Date: 01/11/2005 08:46 AM Pg: 1 of 2

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:
8630 Ferris, Unit 503
Morton Grove, IL 60053

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on November 4, 2002 as Document Number 0021212116 in Cook County, granted from Chase Manhattan Mortgage Corp. to Susanne Mary Peters. On or after a closing conducted on January 7, 2005, 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, waves, 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 the 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: Gabriel S. Berrafato, Gabriel S. Berrafato & Associates, 8720 Ferris Avenue, Morton Grove, IL 60053

MAIL TO: Joan Clerkin, Independent Administrator of the Estate of Susanne M. Peters, c/o Anthony R. Hofeld, 8724 Ferris Avenue, Morton Grove, IL 60053

Joan Clerkin by A. R. Hofeld
Joan Clerkin, Independent Administrator of the
Estate of Susanne M. Peters, Borrower
Attorney-in-Fact

Wanda Gonzalez
Title Company

3/19/05
3/19/05 16 897
CENTENNIAL TITLE INCORPORATED

UNOFFICIAL COPY

RECORD OF PAYMENT (PAGE 2)

LEGAL DESCRIPTION:

UNIT 503 IN 8630 FERRIS AVENUE CONDOMINIUMS, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE.

THE SOUTH 67.58 FEET OF THE NORTH 210 FEET AND THE EAST 135.30 FEET (EXCEPT THE NORTH 210 FEET THEREOF) IN AHRENFELD'S ADDITION TO MORTON GORVE, IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF LYING WESTERLY OF A LINE COMMENCING ON THE NORTH LINE OF THE ABOVE DESCRIBED PROPERTY AT A POINT 27.23 FEET EASTERLY OF THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHERLY PARALLEL TO SAID WEST LINE OF THE SAID SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, A DISTANCE OF 67.38 FEET TO A POINT 27.38 FEET EASTERLY OF THE LINE OF THE NORTHWEST 1/4 OF SECTION 20, OTWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN), ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 95412460 AS AMENDED FROM TIME TO TIME TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 23 AND THE EXCLUSIVE RIGHT TO USE STORAGE LOCKER L-503, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NO. 95412460 IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office