## **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 property) identified by tax identification number(s):

13-19-101-011-0000

SEE ATTACHED LEGAL DESCRIPTION Commonly Known As: 3947 N. NEVA

CHICAGO, IL 60634

to be satisfied.

Which is hereafter referred to as the Property.



Doc#: 0508445094 Eugene "Gene" Moore Fee: \$26.50

Cook County Recorder of Deeds

Date: 03/25/2005 09:54 AM Pg: 1 of 2

The property was subjected to a mortgage or trust deed ("mortgage") recorded on JANUARY 9, 2003 as document number(s) 0030039251 granted from MIRIAM LOPEZ to PRINCIPAL RESIDENTAL MORTGAGE. INC.. On or after a closing or aducted on 03/22/05, Alliance Title Corporation disbursed funds pursuant to a payoff letter from the CITIMORTGAGE, IN ... or its agents or assignee (hereinafter "Mortgagee"), for the purpose of causing the above mortgage

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.

Obetween them, on which Borrower should such 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 cartify-solely by Alliance I Title Corporation, and not as a agent for any pa ty to the closing-that funds were disburse to Borrowers Mortgages. Any power or duty to issue any legal release rests solely with the mortgagee, for whom Alliance Title Corporation does not act as agent with respect to the subject closing or the subject mortgage of mortgage is being hereby issued by Alliance Title Corporation, and no mortgage release, if issued by the Mortgagee, will be recorded by Alliance Title Corporation as a result of the closing, as a result of this document, or as a result of any actual or singed past practice or prior course of dealing with any party or party attorney. Alliance Title Corporation makes no undertaking and seems no responsibility with regard to the mortgage or its release other than to pay the amount on the payoff letter. Borrower (isclams, 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, 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 PARMENT 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's 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's 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 me mortgage. Borrower represents 5. that no statements or agreements inconsistent with the terms of this record have been made, and inst 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 express v s'4" that it is negating the legal efficacy of this document.

Mortgagor Mortgagor

Alliance Title Corporation

ed and sworn to before me by the said Borrower/Mortgagor this March 22, 2005

Notary Public RECORD

OFFICIAL SEAL ANTHONY N PANZICA NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 10-08-05

Alliance Title Corporation 6321 North Avondale Avenue, Suite 104 Chicago, Illinois 60631

Mail To: Allian Title Corporation

6321 North Avondale Avenue, Suite 104 Chicago, Illinois 60631



0508445094 Page: 2 of 2

## **UNOFFICIAL COPY**

Ticor Title Insurance

Commitment Number: A05-0218

## **SCHEDULE C** PROPERTY DESCRIPTION

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

LOT 12 IN BLOCK 8 IN UTITZ AND HEIMANN'S IRVING PARK BOULEVARD ADDITION, A SUBDIVISION OF THAT PART OF THE WEST 1674.1 FEET LYING SOUTH OF ROAD IN THE SOUTHWEST 1/4 OF SECTION 18 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 (EXCEPT THE EAST 40 ACRES) OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINC

P.I.N. # 13-19-101-011-0000

OCOOK COUNTY CLORES OFFICE ADDRESS: 3947 N NEVA, CHICAGO, IL 60634

ALTA Commitment Schedule C

(A05-0218.PFD/A05-0218/11)