

# UNOFFICIAL COPY

17 60626

## RECORD OF PAYMENT



Doc#: 0609504139 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/05/2006 03:16 PM Pg: 1 of 3

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):

PIN: 03-12-300-134-0000

SEE ATTACHED LEGAL

COMMONLY KNOWN AS:

422 Enclave Dr Wheeling IL 60090

WHICH IS HEREAFTER REFERRED TO AS THE PROPERTY.

2. THE PROPERTY WAS SUBJECTED TO A MORTGAGE OR TRUST DEED  
(MORTGAGE) RECORDED ON 3/2/02 AS DOCUMENT NUMBER  
0020317517 IN COOK COUNTY, GRANTED FROM Joseph my all, John v. mulcahy, John J. mulcahy, Jacob, Mini Jacob,

*Mary Kately J. my all, Joseph my all, John v. mulcahy, John J. mulcahy, Jacob, Mini Jacob, Aloysius ma J. Mulcahy, Jeby Chenlan*

TO NBU. AMRO ON OR  
AFTER A CLOSING CONDUCTED ON 3/31/06, HERITAGE TITLE  
COMPANY (HEREINAFTER "TITLE COMPANY") DISBURSED FUNDS  
PURSUANT TO A PAYOFF LETTER FROM SAID 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 SAID MORTGAGEE  
OR AS AN AGENT OF SAID MORTGAGEE. THIS DOCUMENT IS NOT A  
RELEASE OF ANY MORTGAGE. THE EXTENT OF ANY CONTINUING  
OBLIGATION OF THE BORROWER TO THE SAID MORTGAGEE IS A MATTER  
OF THE CONTRACT BETWEEN THEM, FOR WHICH BORROWER SHOULD  
SEEK INDEPENDENT LEGAL ADVICE, AND ON WHICH SUBJECT, TITLE  
COMPANY MAKES NO IMPLIED OR EXPRESS REPRESENTATION,  
WARRANTY, OR PROMISE. THIS DOCUMENT CERTIFIES THAT HERITAGE  
TITLE COMPANY SOLELY AND NOT AS AGENT FOR ANY PARTY AT  
CLOSING, DISBURSED FUNDS TO THE BORROWERS MORTGAGEE  
PURSUANT TO SAID PAYOFF LETTER. ANY POWER OR DUTY TO ISSUE  
ANY LEGAL RELEASE OF SAID 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 SAID  
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 ALLEDGED PAST PRACTICE OR PRIOR COURSE OF  
DEALING BY TITLE COMPANY WITH ANY PARTY OR PARTY'S ATTORNEY.

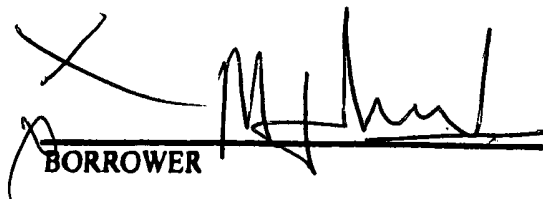
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TITLE COMPANY MAKES NO UNDERTAKING AND ACCEPTS NO RESPONSIBILITY WITH REGARD TO THE MORTGAGE OR ITS RELEASE. BORROWER DISCLAIMS, WAIVES AND RELEASES ANY AND ALL OBLIGATIONS OF THE TITLE COMPANY IN CONTRACT, TORT, EQUITY, OR UNDER ANY STATUTE WITH REGARD TO OBTAINING, VERIFYING, OR CAUSING EXECUTION IN 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 THIS RECORD OF PAYMENT ALL TITLE COMPANY'S OBLIGATIONS TO BORROWER SHALL BE SATISFIED, AND TITLE COMPANY SHALL HAVE NO FURTHER OBLIGATION OF ANY KIND WHATSOEVER TO BORROWER ARISING OUT OF OR RELATING IN ANY WAY TO THIS RECORD OF PAYMENT OR ANY MORTGAGE RELEASE. THE SOLE AND EXCLUSIVE REMEDY FOR TITLE COMPANY'S FAILURE TO RECORD THIS INSTRUMENT 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 SAID MORTGAGE. BORROWER REPRESENTS THAT NO STATEMENTS OR AGREEMENTS INCONSISTANT 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 WRITTEN 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 AND MAIL TO: HERITAGE TITLE COMPANY  
5849 W LAWRENCE AVENUE  
CHICAGO ILLINOIS 60630

X   
BORROWER

  
HERITAGE TITLE COMPANY

*Sharon Black*

**UNOFFICIAL COPY****Exhibit A****H60626**

**PARCEL 1:**  
THAT PART OF LOT 1 IN HENRY GRANDT AND OTHERS SUBDIVISION OF PART OF SECTIONS 12 AND 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1923 AS DOCUMENT 7790590, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1245.80 FEET EAST AND 105.47 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1, AS MEASURED ALONG THE SOUTH LINE THEREOF AND ALONG A LINE AT RIGHT ANGLES THERETO (THE SOUTH LINE OF SAID LOT 1 HAVING AN ASSUMED BEARING OF DUE EAST-WEST FOR THIS LEGAL DESCRIPTION); THENCE SOUTH 81 DEGREES 04 MINUTES 00 SECONDS WEST, 42.88 FEET; THENCE NORTH 08 DEGREES 56 MINUTES 00 SECONDS WEST, 62.75 FEET; THENCE NORTH 81 DEGREES 04 MINUTES 00 SECONDS EAST, 10.58 FEET; THENCE SOUTH 08 DEGREES 56 MINUTES 00 SECONDS EAST, 6.00 FEET; THENCE NORTH 81 DEGREES 04 MINUTES 00 SECONDS WEST, 21.72 FEET; THENCE NORTH 08 DEGREES 56 MINUTES 00 SECONDS WEST, 6.00 FEET; THENCE NORTH 81 DEGREES 04 MINUTES 00 SECONDS EAST, 10.58 FEET; THENCE SOUTH 08 DEGREES 56 MINUTES 00 SECONDS EAST, 62.75 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**  
EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY DEED FROM HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE KNOWN AS TRUST NUMBER 40554 TO KENNETH E. PIEKUT DATED MARCH 19, 1981 AND RECORDED MARCH 26, 1981 AS DOCUMENT 25819113 INCORPORATING THE TERMS AND PROVISIONS OF THAT CERTAIN "AGREEMENT TO PROVIDE PARTY WALL RIGHTS, EASEMENTS, COVENANTS AND RESTRICTIONS" RECORDED AS DOCUMENT 25806847 AND EXECUTED BY HARRIS TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 29, 1980 AND KNOWN AS TRUST NUMBER 40667, LESSEE UNDER THE TERMS AND PROVISIONS OF "LEASE AGREEMENT" DATED MARCH 1, 1981 AND EVIDENCE BY MEMORANDUM OF LEASE RECORDED MARCH 16, 1981 AS DOCUMENT 25806846, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**  
EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE EASEMENT AGREEMENT DATED SEPTEMBER 1, 1978 MADE BY AND BETWEEN HARRIS TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 10, 1977 AND KNOWN AS TRUST NUMBER 38086 AND WHEELING TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 21, 1968 AND KNOWN AS TRUST NUMBERS 631 AND 632 AND RECORDED OCTOBER 12, 1978 AS DOCUMENT 24666972, ALL IN COOK COUNTY, ILLINOIS.

P.I.N. 03-12-300-134-0000

C/K/A 422 INLAND DRIVE, WHEELING, ILLINOIS 60090-6812