

UNOFFICIAL COPY

0021452669

4133.0071 8 001 Page 1 of 2

2002-12-30 09:08:59

Cook County Recorder 26.00

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):

14-33-414-062-1038



0021452669

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

1715 N. WELLS STREET, UNIT 38, CHICAGO, ILLINOIS 60614-6052

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 12/10/01 as document number 0011164416 in COOK County, granted from EUGENE AND IRINA LYUBASHEVSKY to PERL MORTGAGE. On or after a closing conducted on 12/16/02, 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, waives, 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 this 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: LAURIE MAYBRUN 171 NORTH CLARK, CHICAGO, ILLINOIS 60601

MAIL TO: EUGENE LYUBASHEVSKY 1715 WELLS UNIT 38 CHICAGO, ILLINOIS

BOX 333-CT1

[Signature]
Borrower

[Signature]
Title Company

Handwritten notes on the left margin: "13", "SFR", "MCO", "MAYBRUN", "LORIE MAYBRUN".

Handwritten mark on the right margin: "2".

UNOFFICIAL COPY

RECORD OF PAYMENT

Legal Description:

PARCEL 1:

UNIT 38 IN EUGENIE TERRACE TOWNHOUSES CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

A TRACT OF LAND IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISED OF CERTAIN LOTS IN NORTH ADDITION TO CHICAGO IN COUNTY CLERK'S DIVISION OF THAT PORTION OF UNSUBDIVIDED LANDS, LYING BETWEEN THE EAST LINE OF NORTH ADDITION AND THE WEST LINE OF NORTH CLARK STREET IN THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 33, AFORESAID, IN JOHN C. ENDER'S SUBDIVISION OF THE EAST 60 FEET OF SUB-LOTS 4 AND 5 OF LOTS 7 AND 9 AND OF LOT 6, NORTH OF EUGENIE STREET IN NORTH ADDITION TO CHICAGO, AND IN ADOLPH OLSEN'S SUBDIVISION OF PART OF LOTS 6 AND 7 IN SAID NORTH ADDITION TO CHICAGO

WHICH SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 30, 1987 AS DOCUMENT 87680770, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 38, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE EXHIBIT "E" ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 86251239.

21452669