

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):

17-17-228-020-1010

SEE ATTACHED LEGAL

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

Commonly Known As:

812 W. VAN BUREN STREET, 2J, CHICAGO,
ILLINOIS 60607

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 11/17/00 as document number 00904755 in COOK County, granted from GARY N. HEIFERMAN to ABN AMRO MORTGAGE GROUP. On or after a closing conducted on 02/10/03, Ticor Title Insurance Company (hereinafter "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 AND MAIL TO: Joanna M. Janks
TICOR TITLE INSURANCE COMPANY
6250 WEST 95TH STREET
OAK LAWN, ILLINOIS 60453



Handwritten initials

Gary N. Heiferman
Borrower
RECOFPMT 11/02 DGG

[Signature]
Ticor Title Insurance Company

TICOR TITLE
505563

UNOFFICIAL COPY
RECORD OF PAYMENT

0030268798

Legal Description:

PARCEL 1:

UNIT # 2J IN THE WESTGATE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 9, 10 AND 11 IN DUNCAN'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PORTION OF SAID PROPERTY LYING ABOVE ELEVATION +15.76 (CITY OF CHICAGO DATUM), BEING CEILING OF BASEMENT AREA, AND LYING BELOW ELEVATION +27.80, BEING CEILING OF FIRST FLOOR, AND DESCRIBED AS FOLLOWS:: BEGINNING AT THE SOUTHWEST CORNER OF LOT 9; THENCE NORTH ALONG THE WEST LINE OF LOTS 9 AND 10; 90.00 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF LOT 9, 24.30 FEET; THENCE SOUTH, 14.00 FEET; THENCE EAST, 12.70 FEET; THENCE NORTH, 14.00 FEET; THENCE EAST, 89.09 FEET TO THE EAST LINE OF LOT 10; THENCE SOUTH, 35.00 FEET; THENCE EAST, 19.40 FEET; THENCE SOUTH 20.00 FEET; THENCE EAST, 19.40 FEET; THENCE SOUTH, 35.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE WEST, 126.08 FEET TO THE POINT OF BEGINNING; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS LR3891819, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NONEXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED, LIMITED AND DEFINED IN DECLARATION OF EASEMENTS, RESTRICTIONS AND OPERATING AGREEMENTS DATED JUNE 21, 1990 AND FILED WITH THE REGISTRAR OF TITLES AS LR3891818 AND RECORDED WITH THE RECORDER OF DEEDS AS DOCUMENT 90303796 THROUGH, OVER AND ACROSS THE LOBBY AREA AND CORRIDOR BETWEEN THE ELEVATOR AND DOOR IN THE SOUTHEAST PORTION OF THE "COMMERCIAL PROPERTY".