

UNOFFICIAL COPY

RECORD OF PAYMENT

0030296688

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2003-03-04 09:00:44
Cook County Recorder 26.00



0030296688

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):

14-31-321-032-0000

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

1815 N. LEAVITT ST., CHICAGO, ILLINOIS 60647

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 10/22/01 as document number 0010978904 in COOK County, granted from TRACY ROSEN to HARRIS TRUST & SAVINGS BK. On or after a closing conducted on 2/24/03, 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: EILEEN SCHWALLER
171 NORTH CLARK, CHICAGO, ILLINOIS 60601

MAIL TO: TRACY R. WILLIAMS
1815 N. LEAVITT ST.
CHICAGO, ILLINOIS 60647

BOX 333-CT

Tracy Rosen Williams
Borrower

Chicago Title
Title Company

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RECORD OF PAYMENT

Legal Description:

PARCEL 1:

UNIT 106:

THAT PART OF THE FOLLOWING PARCELS OF LAND TAKEN AS A SINGLE TRACT: LOTS 9, 10, 11, 12 (EXCEPT THE SOUTH 9 FEET OF SAID LOT 12) 13, 14, 15 AND 16 IN BLOCK 21 AND LOTS 1, 2 AND 3 IN BLOCK 22 IN YOUNG TRUSTEES SUBDIVISION OF THAT PART OF BLOCKS 21 AND 22 IN PIERCE'S ADDITION TO HOLSTEIN LYING NORTH OF THE NORTH LINE OF RAILROAD RIGHT OF WAY IN THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO, ALL THAT PART OF NORTH WILMOT AVENUE NOW VACATED LYING NORTH AND NORTHWESTERLY OF THE RIGHT OF WAY OF THE CHICAGO MILWAUKEE AND ST. PAUL RAILROAD AND WEST OF THE WEST LINE OF LOT 12 IN BLOCK 21 AFORESAID EXTENDED SOUTH TO THE NORTH LINE OF THE SAID RIGHT OF WAY OF THE CHICAGO MILWAUKEE AND ST. PAUL RAILROAD AND SOUTH OF WEST CHURCHILL STREET AND EAST OF NORTH LEAVITT STREET; ALSO, THE EAST AND WEST VACATED ALLEY LYING SOUTH AND ADJOINING LOT 13 AND PART OF LOT 14 IN BLOCK 21 AFORESAID, SAID PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 00 DEGREES, 28 MINUTES, 55 SECONDS WEST, ALONG THE WEST LINE OF SAID TRCT, 25.97 FEET TO THE CENTER LINE OF A PARTY WALL AND ITS EXTENSION; THENCE NORTH 89 DEGREES, 57 MINUTES 11 SECONDS EAST, ALONG SAID CENTER LINE AND ITS EXTENSION, 59.73 FEET TO THE EAST FACE OF A TOWNHOUSE BUILDING; THENCE NORTH 00 DEGREES, 00 MINUTES, 16 SECONDS WEST ALONG SAID EAST FACE AND ITS EXTENSION, 25.92 FEET TO THE NORTH LINE OF SAID TRACT; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 59.51 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS, EGRESSES, USE AND ENJOYMENT AS SET FORTH IN THE CHURCHILL ROW DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NUMBER 0010392908.

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