

UNOFFICIAL COPY

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2003-03-14 08:53:59  
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):

14-08-203-015-1128 80964559 2 of 2



0030353334

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

5445 N. SHERIDAN ROAD #1212, CHICAGO, ILLINOIS 60640

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 06/08/99 as document number 99545828 in COOK County, granted from THOMAS H WEBER & LOIS O WEBER to NORTH COMMUNITY BANK. On or after a closing conducted on 02/28/03, 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: TERESA A. DOHR  
8501 W. HIGGINS RD. SUITE 420, CHICAGO, ILLINOIS 60631

MAIL TO: THOMAS H. WEBER  
5445 N. SHERIDAN ROAD #1212  
CHICAGO, ILLINOIS 60640

BOX 333-CP

Borrower

Title Company

# UNOFFICIAL COPY

## RECORD OF PAYMENT

### Legal Description:

UNIT 1212 IN 5445 EDGEWATER PLAZA AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): THE SOUTH 31 FEET OF THE NORTH 875 FEET OF THE WEST 131.96 FEET AND THAT PART LYING SOUTH OF THE SAID NORTH 875 FEET OF THE EAST FRACTIONAL HALF OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (ALL AS MEASURED PARALLEL WITH THE WEST AND NORTH LINES OF SAID EAST FRACTIONAL HALF OF THE NORTHEAST 1/4) AND LYING NORTH OF A LINE THAT IS DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SHERIDAN ROAD, THROUGH A POINT IN SAID EAST LINE THAT IS 1,090 FEET SOUTH OF THE SAID NORTH LINE OF EAST FRACTIONAL HALF OF THE NORTHEAST 1/4; ALL OF THE ABOVE LYING WEST OF THE WEST BOUNDARY LINE OF LINCOLN PARK AS ESTABLISHED BY DECREE ENTERED JULY 6, 1908 IN CASE NO. 285574, CIRCUIT COURT, AS SHOWN ON PLAT RECORDED JULY 9, 1908 AS DOCUMENT 4229498 (EXCEPT THEREFROM THE WEST 47 FEET THEREOF HERETO FORE CONDEMNED AS PART OF SHERIDAN ROAD) IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT 'C' TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 25, 1969 AND KNOWN AS TRUST NUMBER 27801 RECORDED AUGUST 25, 1969 AS DOCUMENT 24267313, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND PLAT OF SURVEY, ALL IN COOK COUNTY, ILLINOIS

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Property of Cook County Clerk's Office

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