

UNOFFICIAL COPY

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2003-03-05 12:36:16

Cook County Recorder 28.00

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):

14-20-320-048-1023



0030305030

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

1541 WEST HENDERSON, UNIT N, CHICAGO, ILLINOIS 60657

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 1/27/95 as document number 95491092 in COOK County, granted from _____ to _____. On or after a closing conducted on _____, 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: MUST SEE CALENDAR 3225 N. ASHLAND AVENUE, CHICAGO, ILLINOIS 60657

MAIL TO: CHRISTOPHER DENKER 1541 WEST HENDERSON UNIT N CHICAGO, ILLINOIS 60657

[Signature]

Borrower

BOX 333-CT

Title Company

8/03/16 3403 CTI A/A CASACE

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RECORD OF PAYMENT

Legal Description:

UNIT 1541N IN THE HENDERSON SQUARE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 9 TO 18, BOTH INCLUSIVE, AND LOTS 29 TO 37, BOTH INCLUSIVE, AND THE WEST 9 FEET OF LOT 38, ALL IN BLOCK 1 OF SICKEL AND HUFMEYER'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

ALL THAT PART OF THE EAST AND WEST 16 FOOT VACATED ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 9 TO 18, BOTH INCLUSIVE, LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 29 TO 38, BOTH INCLUSIVE, AND LYING WEST OF AND ADJOINING THE WEST LINE OF THE EAST 16 FEET OF SAID LOT 38 PRODUCED NORTH 16 FEET, IN BLOCK 1 OF SICKEL AND HUFMEYER'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

THE EAST 1/2 OF THE NORTH AND SOUTH VACATED ALLEY IN BLOCK 1 OF SICKEL AND HUFMEYER'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "1" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 95491093; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

SCHEDULE B

ORDER NO.: 1401 008103316 NA

1. WE SHOULD BE FURNISHED A PROPERLY EXECUTED ALTA STATEMENT.

2. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

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3.

1. TAXES FOR THE YEAR(S) 2002 AND 2003
2003 TAXES ARE NOT YET DUE OR PAYABLE.

1A. NOTE: 2002 FIRST INSTALLMENT IS DUE BY MARCH 04, 2003
NOTE: 2002 FINAL INSTALLMENT NOT YET DUE OR PAYABLE

PERM TAX#	PCL	YEAR	1ST INST	STAT	2ND INST	STAT
14-20-320-048-1023	1 OF 1	2001	\$2,844.18	PAID	\$3,005.59	PAID

C

4. (A) TERMS, PROVISIONS, COVENANTS, CONDITIONS AND OPTIONS CONTAINED IN AND RIGHTS AND EASEMENTS ESTABLISHED BY THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED JULY 27, 1995 AS DOCUMENT NO. 95491093, AS AMENDED FROM TIME TO TIME; AND (B) LIMITATIONS AND CONDITIONS IMPOSED BY THE CONDOMINIUM PROPERTY ACT.

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5. EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS AND USE TO CERTAIN DRIVEWAYS, WALKWAYS, ROADWAYS, PARKWAYS AND OTHER COMMON ELEMENT AREAS FOR THE BENEFIT OF THE UNIT OWNERS OVER PORTIONS OF THE LAND AS CREATED BY THE DECLARATION OF RECIPROCAL EASEMENTS FOR HENDERSON SQUARE CONDOMINIUM RECORDED JULY 27, 1995 AS DOCUMENT 95491092.

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6. THE DEVELOPER HAS RESERVED THE RIGHT TO ADD PROPERTY TO THE CONDOMINIUM AND, IN THE EVENT OF SUCH ADDITION, TO REALLOCATE PERCENTAGE INTERESTS IN THE COMMON ELEMENTS. THE RIGHT TO ADD PROPERTY EXPIRES .

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7. EASEMENTS IN FAVOR OF LOCAL PUBLIC UTILITIES AND THE CITY OF CHICAGO, THEIR RESPECTIVE SUCCESSORS AND/OR ASSIGNS, FOR THE PURPOSE OF INSTALLING, OPERATING AND MAINTAINING ALL NECESSARY EQUIPMENT TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT RECORDED/FILED SEPTEMBER 27, 1995 AS DOCUMENT NO. 95655602 AND THE TERMS AND PROVISIONS CONTAINED THEREIN.