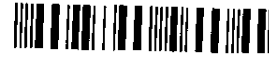


UNOFFICIAL COPY

RECORD OF PAYMENT

0030332711

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2003-03-11 09:38:49  
Cook County Recorder 26.00



0030332711

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):

17-05-499-079-0000

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

852 N. OGDEN AVE., CHICAGO, ILLINOIS 60622

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 11/19/01 as document number 0011088986 in COOK County, granted from MICHAEL T. SMITH to ABN AMRO MTGE GROUP. On or after a closing conducted on 3/5/03, 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, 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: Michael T. Smith  
852 N. Ogden Ave  
Chicago, IL 60622

BOX 333-CT

*[Signature]*  
Title Company

Borrower

# UNOFFICIAL COPY

## RECORD OF PAYMENT

### Legal Description:

THAT PART OF A TRACT HEREINAFTER REFERRED TO AS THE PARCEL SAID TRACT DESCRIBED AS THAT PART OF BLOCK 3,5, AND 6 IN ELSTON'S ADDITION TO CHICAGO LYING SOUTHWESTERLY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY IN THE WEST HALF OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDING PARTS OF VACATED WEST CHESTNUT STREET, VACATED CORNELL STREET (FORMERLY GEORGE STREET) AND VACATED NORTH CARPENTER STREET, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 6; THENCE NORTH 0 DEGREES WEST 394.44 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF SAID RAILWAY; THENCE CONTINUING ON SAID RIGHT OF WAY SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5226.75 FEET AN ARC LENGTH OF 105.02 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 71 DEGREES 44 MINUTES 18 SECONDS EAST, NOT TANGENT TO THE LAST DESCRIBED CURVE 356.81 FEET TO THE EAST LINE OF NORTH CARPENTER STREET; THENCE SOUTH 0 DEGREES 32 MINUTES 59 SECONDS EAST ALONG SAID EAST LINE 59.49 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 18 SECONDS EAST 61.34 FEET TO THE NORTHWESTERLY LINE OF NORTH OGDEN AVENUE; THENCE SOUTH 39 DEGREES 15 MINUTES 07 SECONDS WEST ALONG SAID NORTHWESTERLY LINE 247.8 FEET TO THE NORTH LINE OF WEST FRY STREET; THENCE SOUTH 89 DEGREES 30 MINUTES 52 SECONDS WEST ALONG SAID NORTH LINE 344.77 FEET TO THE POINT OF BEGINNING OF SAID TRACT; SAID PARCEL DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 30 MINUTES 52 SECONDS EAST, ALONG THE SOUTH LINE OF SAID TRACT, 344.77 FEET TO THE NORTHWESTERLY LINE OF NORTH OGDEN AVENUE, THENCE NORTH 39 DEGREES 15 MINUTES 07 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF NORTH OGDEN AVENUE, 133.86 FEET TO THE POINT OF BEGINNING, THENCE NORTH 50 DEGREES 44 MINUTES 53 SECONDS WEST 58.00 FEET, THENCE NORTH 39 DEGREES 15 MINUTES 07 SECONDS EAST, 17.96 FEET, THENCE SOUTH 50 DEGREES 44 MINUTES 53 SECONDS EAST, 58.00 FEET TO THE NORTHWESTERLY LINE OF NORTH OGDEN AVENUE, THENCE SOUTH 39 DEGREES 15 MINUTES 07 SECONDS EAST, 17.96 FEET TO THE POINT OF BEGINNING OF SAID PARCEL, COOK COUNTY, ILLINOIS

PARCEL 2 EASEMENTS FOR INGRESS AND EGRESSES FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ST. JOHN'S PARK TOWNHOME HOMEOWNER'S ASSOCIATION DATED AUGUST 23,2000 AND RECORDED AUGUST 28, 2000 AS DOCUMENT NUMBER 00666092, AS AMENDED FROM TIME TO TIME

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