



RECORD OF PAYMENT

Eugene "Gene" Moore Fee: \$26.00  
Cook County Recorder of Deeds  
Date: 05/19/2003 10:35 AM Pg: 1 of 2

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):

13-05-204-017-0000

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

6223 NORTH MCLELLAN AVENUE, CHICAGO, ILLINOIS 60646

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 7/26/02 as document number 0020819779 in COOK County, granted from JMAES B. PRITIKIN to BANK OF AMERICA. On or after a closing conducted on 4/16/03, 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.

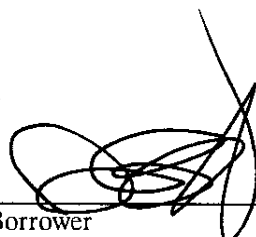
3. This document is not issued by or on behalf of the Mortgagee or as an agent of the Mortgagee. This document is not a release of any mortgage. The extent of any continuing obligation of the Borrower to the Mortgagee is a matter of the contract between them, on which Borrower should seek independent 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: JAMES B. PRITIKIN  
6223 NORTH MCLELLAN AVENUE  
CHICAGO, ILLINOIS 60646

  
Borrower

  
Title Company

Borrower

BOX 333-67  
REC'D P.M. 10:02 DGG

DNV  
203  
ES  
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8116541  
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# UNOFFICIAL COPY

## RECORD OF PAYMENT

### Legal Description:

THAT PART OF LOT 7 IN BLOCK 11 IN EGewater, A SUBDIVISION OF PARTS OF LOTS 2, 3 AND 4 OF BILLY CALDWELL'S RESERVE, IN TOWNSHIP 40 AND 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF, RECORDED FEBRUARY 16, 1895, AS DOCUMENT NUMBER 2174831, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTHERLY TO A POINT 10.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 7; THENCE EASTERLY TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE WESTERLY ON THE SOUTH LINE OF SAID LOT 7 TO THE PLACE OF BEGINNING; ALSO, THAT PART OF LOTS 8 AND 9 IN AFORESAID SUBDIVISION WHICH LIES NORTHEASTERLY AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 9, SAID POINT BEING 120.00 FEET NORTHEASTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT 9; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 96 DEGREES, WITH THE SOUTHEASTERLY LINE OF SAID LOT 9, A DISTANCE OF 75.00 FEET; THENCE SOUTHERLY 28.00 FEET TO A POINT, SAID POINT BEING 77.00 FEET NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF SAID LOT 9, (MEASURED PARALLEL WITH THE LAST DESCRIBED LINE); THENCE SOUTHWESTERLY TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 8, SAID POINT BEING 153.10 FEET NORTHWESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT 9, (MEASURED ON THE SOUTHERLY LINE OF SAID LOTS 8 AND 9); (EXCEPT THAT PART OF LOT 9, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 120.00 FEET NORTHEAST OF THE SOUTHEAST CORNER ON THE SOUTHEAST LINE OF LOT 9; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 96 DEGREES WITH THE SOUTHEASTERLY LINE OF SAID LOT 9, A DISTANCE OF 37.50 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 9 TO THE NORTH LINE OF LOT 9, THENCE SOUTHEASTERLY A DISTANCE OF 37.50 FEET ALONG THE NORTH LINE OF LOT 9 TO THE SOUTHEASTERLY LINE OF LOT 9, THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF LOT 9 A DISTANCE OF 30.00 FEET TO THE PLACE OF BEGINNING, AND EXCEPT THAT PART OF LOTS 7, 8 AND 9 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 7; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF LOT 8, A DISTANCE OF 10.09 FEET TO THE NORTHWEST CORNER OF LOT 9; THENCE EAST ALONG THE NORTHERLY LINE OF LOT 9, A DISTANCE OF 8.40 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE TO THE RIGHT OF 96 DEGREES WITH THE NORTHERLY LINE OF SAID LOT 9, A DISTANCE OF 28.45 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 84 DEGREES WITH THE LAST DESCRIBED LINE, A DISTANCE OF 37.70 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 92 DEGREES 29 MINUTES 48 SECONDS WITH THE LAST DESCRIBED LINE, A DISTANCE OF 34.86 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE TO THE RIGHT OF 89 DEGREES 51 MINUTES 51 SECONDS WITH THE LAST DESCRIBED LINE, A DISTANCE OF 21.00 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.