

RECORD OF PAYMENT



0314107206

Eugene "Gene" Moore Fee: \$26.00
Cook County Recorder of Deeds
Date: 05/21/2003 10:34 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):

10-31-401-042-1009

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As: *Mald*
6701 N. MILWAUKEE AVE, #209, NILES,
ILLINOIS 60714

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 03-14-00 as document number 00180324 in COOK County, granted from OK JIN KANG & KI YOUNG KANG to CHASE MANHATTAN. On or after a closing conducted on 03-12-03, 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: MARY RICHTER
8501 W. HIGGINS RD. SUITE 420, CHICAGO, ILLINOIS 60631

MAIL TO: KI YONG KANG
6701 N. MILWAUKEE AVE
#209
NILES, ILLINOIS 60714

C.T.I.C.

Ki Yong Kang
Borrower

Mary Richter
Title Company

RECOFPMT 11/02 DGG

Chamille Kang

BOX 333-CT

8083459
9 23030709

UNOFFICIAL COPY

RECORD OF PAYMENT

Legal Description:

UNIT NUMBER 209 IN THE BUNKER HILL CLUB CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

PARCEL 1: THAT PART OF LOTS 3, 5 AND 6 IN THE SUBDIVISION OF WILLIAM KOLB'S FARM, BEING LOTS 3, 4, 9, 10, 11, 12, 17 AND 18 OF R. K. SWIFT'S SUBDIVISION OF VICTORIA POTHIER'S RESERVE, AND PARTS OF LOTS 2, 3 AND 4 OF THE ASSESSOR'S DIVISION OF THE SOUTHEAST 1/4 OF SECTION 31 ALL IN TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS::
 BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF LOT 5 AND THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE; PROCEED NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF LOT 5, 125.0 FEET TO A POINT; THENCE PROCEED NORTHWESTERLY ALONG A LINE 125.0 FEET NORTHEASTERLY OF AND PARALLELL TO THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE, 320.0 FEET TO A POINT DESIGNATED BY AN IRON PIPE WHICH IS 8.07 FEET SOUTHWESTERLY OF AND ON LINE WITH COOK COUNTY F.P.D. MARKER NUMBER 116; THENCE NORTH 24 DEGREES 25 MINUTES EAST IN A STRAIGHT LINE FORMING AN ANGLE OF 123 DEGREES 12 MINUTES WITH A LINE THAT IS 125.0 FEET NORTHEASTERLY OF AND PARALLEL TO SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE (TURNED FROM SOUTHEAST TO NORTHEAST), 746.47 FEET TO A POINT DESIGNATED BY COOK COUNTY F.P.D. MARKER NUMBER 117; THENCE NORTH 15 DEGREES 04 MINUTES EAST, 203.44 FEET TO COOK COUNTY F.P.D. MARKER NUMBER 118; THENCE NORTH 75 DEGREES 25 MINUTES WEST 115.08 FEET TO COOK COUNTY F.P.D. MARKER NUMBER 119; THENCE SOUTH 42 DEGREES 57 MINUTES WEST, 147.90 FEET TO COOK COUNTY F.P.D. MARKER NUMBER 120; THENCE SOUTH 85 DEGREES 09 MINUTES WEST, 160.32 FEET TO COOK COUNTY F.P.D. MARKER NUMBER 121; THENCE NORTH 71 DEGREES 02 MINUTES WEST, 124.26 FEET TO COOK COUNTY COUNTY F.P.D. MARKER NUMBER 122; THENCE NORTH 78 DEGREES 17 MINUTES WEST, 276.85 FEET TO COOK COUNTY F.P.D. MARKER 123; THENCE PROCEED SOUTHWESTERLY ALONG A LINE THAT IS 50.0 FEET SOUTHEASTERLY OF AND PARALLEL TO THE NORTHWESTERLY LINE OF SAID LOT 6, 266.80 FEET TO THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE; THENCE PROCEED SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE TO THE PLACE OF BEGINNING, EXCEPTING FROM THE ABOVE DESCRIBED TRACT ALL THAT PART LYING SOUTHEASTERLY OF A LINE 250.0 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 6, IN COOK COUNTY, ILLINOIS

PARCEL 2: THAT PART OF LOT 6 IN THE SUBDIVISION OF WILLIAM KOLB'S FARM BEING LOTS 3, 4, 9, 10, 11, 12, 17 AND 18 OF R.K. SWIFT'S SUBDIVISION OF VICTORIA POTHIER'S RESERVE, AND PARTS OF LOTS 2, 3 AND 4 OF THE ASSESSOR'S DIVISION OF THE SOUTHEAST 1/4 OF SECTION 31, ALL IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS::
 BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF LOT 6 WITH THE EAST LINE OF MILWAUKEE AVENUE; THENCE SOUTHEASTERLY ALONG SAID STREET 50 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 6; THENCE SOUTHWESTERLY ALONG SAID LINE, 250 FEET TO THE POINT OF BEGINNING, (EXCEPTING FROM THE ABOVE DESCRIBED TRACT THE SOUTHWESTERLY 100 FEET THEREOF AS MEASURED ON THE NORTHWESTERLY AND SOUTHEASTERLY LINES OF SAID TRACT) WHICH SURVEY IS ATTACHED AS EXHIBIT "A" OF THE DECLARATION OF CONDOMINIUM MADE BY PARKWAY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 26, 1992 AND KNOWN AS TRUST NUMBER 10332 RECORDED SEPTEMBER 21, 1993 AS DOCUMENT 93756546 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

ALSO

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE NO. 25 AND STORAGE SPACE NO. 9 A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY OF DECLARATION RECORDED AS DOCUMENT 93756546, IN COOK COUNTY, ILLINOIS