

# UNOFFICIAL COPY

## RECORD OF PAYMENT



Eugene "Gene" Moore Fee: \$26.00  
Cook County Recorder of Deeds  
Date: 06/27/2003 09:26 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):

17-09-126-010-0000

### SEE ATTACHED LEGAL DESCRIPTION

#### Commonly Known As:

600 N. KINGBURY, UNIT 1109, CHICAGO, ILLINOIS 60610

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 10/24/02 as document number 0021172138 in COOK County, granted from SCOTT AND RAYMOND VESELIK to AMERICAN CHARTERED BANK. On or after a closing conducted on 06/05/03, 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: LAURIE MAYBRUN  
171 NORTH CLARK, CHICAGO, ILLINOIS 60601

MAIL TO: SCOTT VESELIK  
600 N. KINGSBURY  
UNIT 1109  
CHICAGO, ILLINOIS 60610

**CHICAGO TITLE AND TRUST COMPANY**  
Title Company  
171 NORTH CLARK  
CHICAGO, ILLINOIS 60601

**BOX 333-CTI**  
*Scott Veselik*  
Borrower  
*[Signature]*  
Borrower

*Handwritten notes:*  
223294  
Veselik

*Handwritten mark:* 2

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## RECORD OF PAYMENT

### Legal Description:

UNIT 1109 AND PARKING SPACE UNIT P-526 IN PARK PLACE CONDOMINIUM AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

#### PARCEL 1:

THAT PART OF BLOCK 3 IN THE ASSESSOR'S DIVISION OF THE KINGSBURY TRACT, IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE EAST DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF KINGSBURY STREET, LYING SOUTH AND SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF KINGSBURY STREET AND A LINE 3.0 FEET NORTH OF AND PARALLEL WITH THE CENTER LINE OF ONTARIO STREET (AS NOW LAID OUT) EXTENDED WEST; THENCE WEST ALONG A LINE 3.0 FEET NORTH OF AND PARALLEL WITH THE CENTER LINE OF ONTARIO STREET (AS NOW LAID OUT) EXTENDED WEST 163.0 FEET; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT IN SAID DOCK LINE OF SAID NORTH BRANCH OF THE CHICAGO RIVER, WHICH IS 70.80 FEET SOUTHEASTERLY (MEASURED ALONG SAID DOCK LINE) FROM THE POINT OF INTERSECTION OF SAID DOCK LINE WITH SAID LINE SO DRAWN 3.0 FEET NORTH OF AND PARALLEL WITH THE CENTER OF ONTARIO STREET EXTENDED WEST AND LYING NORTH AND EAST OF A LINE DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE WEST LINE OF KINGSBURY STREET AND A LINE 8.50 FEET SOUTH OF AND PARALLEL WITH THE WESTERLY PROLONGATION OF THE SOUTH LINE OF THE NORTH 1/2 OF BLOCK 4 IN SAID ASSESSOR'S DIVISION OF SAID KINGSBURY TRACT; THENCE WEST ALONG SAID PARALLEL LINE, 142.0 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLES 13.0 FEET; THENCE WEST AT RIGHT ANGLES TO A POINT ON THE EAST DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS.

ALSO

#### PARCEL 2:

THAT PART OF BLOCK 3 IN ASSESSOR'S DIVISION OF THE KINGSBURY TRACT, IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN A LINE DRAWN 3.0 FEET NORTH OF AND PARALLEL WITH THE CENTER LINE OF ONTARIO STREET (AS NOW LAID OUT) WHICH IS 163.0 FEET WEST FROM THE INTERSECTION OF SAID LINE WITH THE WEST LINE OF KINGSBURY STREET; THENCE SOUTHWESTERLY TO A POINT IN THE DOCK LINE OF THE EAST BANK OF THE NORTH BRANCH OF THE CHICAGO RIVER WHICH IS 70.8 FEET SOUTHEASTERLY AS MEASURED ALONG SAID DOCK LINE FROM POINT OF INTERSECTION OF SAID DOCK LINE WITH THE SAID LINE DRAWN 3.0 FEET NORTH OF AND PARALLEL WITH SAID CENTER LINE OF ONTARIO STREET; THENCE NORTHWESTERLY ALONG SAID DOCK LINE OF SAID EAST BANK OF SAID RIVER, 9.80 FEET; THENCE NORTHEASTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING, SAID LAND BEING MORE PARTICULARLY DESCRIBED IN A DEED FROM HUGH MC BIRNEY AND ISABELLE M. MC BIRNEY, HIS WIFE, TO PERCIVAL W. CLEMENT, DATED NOVEMBER 22, 1899 RECORDED IN VOLUME 6925 PAGE 164 OF LAND RECORDS IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 21, 2002 AS DOCUMENT NUMBER 0020921139, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

#### PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AUGUST 21, 2002 AS DOCUMENT NUMBER 0020921138.