

UNOFFICIAL COPY

RECORD OF PAYMENT



0318111002

Eugene "Gene" Moore Fee: \$46.00
Cook County Recorder of Deeds
Date: 08/30/2003 07:58 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):

17-04-223-071-0000

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

55 WEST GOETHE STREET, UNIT 1236,
CHICAGO, ILLINOIS 60610

which is hereafter referred to as the Property.

2. The Property was subject to a mortgage or trust deed ("mortgage") recorded on 12-13-02 as document number 0021380746 in COOK County, granted from PERI MORTGAGE LLC to HARRY RESIS + BETTE RESIS. 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: SHAWN RAMOS
3225 N. ASHLAND AVENUE, CHICAGO, ILLINOIS 60657

MAIL TO: HARRY E. RESIS
55 WEST GOETHE STREET
UNIT 1236
CHICAGO, ILLINOIS 60610

[Handwritten signature] (2)

[Handwritten signature]
Title Company

[Handwritten signature]
Borrower
Borrower
RECORDED 11/12 DGG

8116817 3493 NA CTT CC

UNOFFICIAL COPY**RECORD OF PAYMENT****Legal Description:****PARCEL 1:**

THAT PART OF LOT 18 (EXCEPT THE SOUTH 23 FEET THEREOF) BOUNDED AND DESCRIBED AS FOLLOWS:: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 18; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 18, 149.43 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 18, 219.79 FEET TO THE PLACE OF BEGINNING; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 55.50 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 23.02 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 41.0 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 1.69 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 14.50 FEET TO THE WEST LINE OF SAID LOT 18; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 18, 21.33 FEET TO THE PLACE OF BEGINNING, ALL IN CHICAGO LAND CLEARANCE COMMISSION NUMBER 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS, ALL IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE BEEKMAN PLACE TOWNHOUSES RECORDED JULY 31, 1986, AS DOCUMENT 86327087, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE BEEKMAN PLACE TOWNHOUSES DATED JANUARY 21, 1988, AND RECORDED JANUARY 21, 1988, AS DOCUMENT NO. 88031562, AND AS AMENDED BY SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE BEEKMAN PLACE TOWNHOUSES DATED APRIL 18, 1988, AND RECORDED APRIL 18, 1988 AS DOCUMENT 88160868 AND AS CREATED BY DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 65171 TO FIRST NATIONAL BANK OF MOUNT PROSPECT, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1988 AND KNOWN AS TRUST NUMBER LT-1966 RECORDED JUNE 15, 1983 AS DOCUMENT 88259494 IN COOK COUNTY, ILLINOIS.