

UNOFFICIAL COPY

RECORD OF PAYMENT



Eugene "Gene" Moore Fee: \$26.00
Cook County Recorder of Deeds
Date: 06/30/2003 08:00 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):

14-17-315-035-0000

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

4048 NORTH CLARK STREET, UNIT #H,
CHICAGO, ILLINOIS 60613

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 09/10/02 as document number 0020990256 in COOK County, granted from THOMAS J MCMANUS to FIRST HOME MORTGAGE. On or after a closing conducted on 06/16/03, 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 recorded 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: EDWIN CRUZ
171 NORTH CLARK, CHICAGO, ILLINOIS 60601

MAIL TO: THOMAS J MCMANUS
4048 NORTH CLARK STREET
UNIT #H
CHICAGO, ILLINOIS 60613

Thomas J. McManus
Borrower

Aileen T. Hanson

BOX 333-CT

CT1 813 7390
2002
600
40
ABJ

CHICAGO TITLE CO
Title Company

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RECORD OF PAYMENT

Legal Description:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF A LINE WHICH IS 100 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SOUTHPORT AVENUE, LYING NORTH OF A LINE WHICH IS 353 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 17 AND LYING SOUTHEASTERLY OF A LINE WHICH IS 100 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF BELLE PLAINE AVENUE, (EXCEPT THAT PART OF THE LAND DEDICATED FOR PUBLIC ALLEY BY PLAT RECORDED NOVEMBER 22, 1971 AS DOCUMENT 21719002), ALL IN COOK COUNTY, ILLINOIS

PARCEL 1: THAT PART OF THE ABOVE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHERLY LINE OF THE 16 FOOT ALLEY AS DESCRIBED PER DOCUMENT NUMBER 21719002 AND THE WESTERLY LINE OF NORTH CLARK STREET; SAID POINT OF COMMENCEMENT ALSO BEING THE NORTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE SOUTH 23 DEGREES, 16 MINUTES, 48 SECONDS EAST ALONG SAID WESTERLY LINE OF NORTH CLARK STREET 0.80 FEET, THENCE 66 DEGREES, 14 MINUTES, 28 SECONDS WEST 27.29 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 23 DEGREES, 45 MINUTES, 32 SECONDS EAST 20.93 FEET; THENCE SOUTH 00 DEGREES, 16 MINUTES, 00 SECONDS EAST, 11.46 FEET; THENCE NORTH 89 DEGREES, 40 MINUTES, 57 SECONDS EAST 0.37 FEET; THENCE SOUTH 00 DEGREES, 44 MINUTES, 32 SECONDS EAST, A DISTANCE OF 8.95 FEET; THENCE SOUTH 89 DEGREES, 44 MINUTES, 19 SECONDS WEST, 21.09 FEET; THENCE NORTH 00 DEGREES, 16 MINUTES, 00 SECONDS WEST, 11.46 FEET; THENCE NORTH 23 DEGREES, 45 MINUTES, 32 SECONDS WEST, 20.90 FEET; THENCE NORTH 66 DEGREES, 14 MINUTES, 28 SECONDS 22.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

WITH AN EASEMENT OVER THE SOUTHERLY 3.80 FEET OF THE NORTHERLY 7.80 FEET ABOVE ELEVATION 57.5 (CHICAGO CITY DATUM)

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS ON, OVER AND ACROSS THE PROPERTY KNOWN AS "COMMON AREA" AND "COMMON FACILITIES" AS SET FORTH IN DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR GRACELAND COURT TOWNHOMES RECORDED DECEMBER 11, 1998 AS DOCUMENT 08123213.

PCL 3: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR EMERGENCY ACCESS AND EGRESS ON, OVER AND ACROSS THE ROOFS, DECKS, BALCONIES AND EXIT STAIRWAYS ON ADJACENT PARCELS IN THE EVENT OF IMMINENT THREAT TO PERSONAL SAFETY, AS SET FORTH IN DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR GRACELAND COURT TOWNHOMES RECORDED DECEMBER 11, 1998 AS DOCUMENT 08128213.