

# UNOFFICIAL COPY

## RECORD OF PAYMENT



0322442276

Eugene "Gene" Moore Fee: \$26.00  
Cook County Recorder of Deeds  
Date: 08/12/2003 10:03 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):

14-33-131-053-1002

SEE ATTACHED LEGAL DESCRIPTION

### Commonly Known As:

2041 N. CLEVELAND, #2041, CHICAGO, ILLINOIS 60614

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 10-01-03 as document number 0021073018 in COOK County, granted from MICHAEL SKLAR AND RUTH L. SKLAR to LASALLE BANK, N.A.. On or after a closing conducted on 07-09-03, 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: BRIDGET CIECHANOWSKI  
171 NORTH CLARK, CHICAGO, ILLINOIS 60601

MAIL TO: MICHAEL L. SKLAR  
2041 N. CLEVELAND  
#2041  
CHICAGO, ILLINOIS 60614

*Michael Sklar*  
Borrower

*Ruth L. Sklar*  
Borrower

CHICAGO TITLE  
Title Company

BOX 333-CT

NO ABSTRACT LND 8145337 23114303 CTIC 21 FCH

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## RECORD OF PAYMENT

### Legal Description:

#### PARCEL 1:

UNIT NUMBER 2041 IN DICKENS POINTE TOWNHOMES CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

A PARCEL OF LAND COMPRISING PARTS OF LOTS 3, 4, 5, 6 AND THE NORTHEASTERLY 1/2 OF THE ALLEY, SOUTH AND ADJOINING SAID LOTS, ALL IN J. WADDINGTON'S SUBDIVISION OF THE EAST 3 ACRES OF BLOCK 29 IN CANAL TRUSTEES' SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

SAID PARCEL OF LAND COMPRISES LOTS 14, 15, 16, 17 AND PART OF LOTS 22 THROUGH 25, AND ALL OF LOTS 18 THROUGH 21, INCLUSIVE, IN THE SUBDIVISION OF THE WEST 2 ACRES OF BLOCK 29 ALSO LOTS 1 AND 2 IN J. WADDINGTON'S SUBDIVISION OF THE EAST 3 ACRES OF BLOCK 29 IN CANAL TRUSTEES' SUBDIVISION, AFORESAID; ALL OF THE ABOVE LOTS AND ALLEY BEING TAKEN AS A TRACT, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 14 IN THE SUBDIVISION OF THE WEST 2 ACRES OF BLOCK 29, AFORESAID; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 14 AND SAID SOUTH LINE EXTENDED, A DISTANCE OF 96.90 FEET; THENCE SOUTHEASTERLY 27.38 FEET TO A POINT 19.30 FEET SOUTH OF THE FIRST DESCRIBED LINE EXTENDED EAST SAID POINT BEING IN THE EAST LINE, AS EXTENDED NORTH, OF THE 16 FOOT ALLEY AS LAID OUT IN THE SUBDIVISION OF THE WEST 2 ACRES OF SAID BLOCK 29; THENCE SOUTH ALONG THE EAST LINE OF SAID 16 FOOT ALLEY, AS EXTENDED NORTH, A DISTANCE OF 86.06 FEET, MORE OR LESS, TO THE CENTER LINE OF A 30 FOOT ALLEY AS LAID OUT IN J. WADDINGTON'S SUBDIVISION OF THE EAST 3 ACRES OF SAID BLOCK 29; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID 30 FOOT ALLEY, A DISTANCE OF 70.94 FEET TO A LINE THAT IS 50 FEET DUE EAST OF AND PARALLEL TO THE EAST LINE OF THE AFOREMENTIONED 16 FOOT ALLEY; THENCE NORTH ALONG SAID LINE EXTENDED, WHICH IS 50 FEET DUE EAST OF AND PARALLEL TO THE EAST LINE OF SAID 16 FOOT ALLEY, A DISTANCE OF 184.43 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF NORTH LINCOLN AVENUE; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF NORTH LINCOLN AVENUE, TO THE EAST LINE OF NORTH CLEVELAND AVENUE; THENCE SOUTH ALONG THE EAST LINE OF NORTH CLEVELAND AVENUE, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE SOUTHWESTERLY 1/2 OF THAT PART OF THE THIRTY (30) FOOT PUBLIC ALLEY LYING NORTH OF AND ADJOINING LOTS 1 AND 2, LYING EAST OF THE WEST LINE OF SAID LOT 1 EXTENDED NORTH, AND LYING WEST OF THE EAST LINE OF SAID LOT 2 EXTENDED NORTH, ALL IN JOHN COSTELLO'S SUBDIVISION OF LOTS 23 TO 26 INCLUSIVE, IN J. WADDINGTON'S SUBDIVISION OF THE EAST 3 ACRES OF BLOCK 29 IN CANAL TRUSTEE'S SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 88055099, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.