

RECORD OF PAYMENT



0323742383

Eugene "Gene" Moore Fee: \$26.00  
Cook County Recorder of Deeds  
Date: 08/25/2003 11:37 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):

14-33-422-068-1189

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

1636 N. WELLS, UNIT1808, CHICAGO, ILLINOIS

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 06/28/02 as document number 0020721147 in COOK County, granted from CAROLYN A KREMER to ABN AMRO MORTGAGE GROUP INC on or after a closing conducted on 07/28/03, 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: LESLIE GREEN  
171 NORTH CLARK, CHICAGO, ILLINOIS 60601

MAIL TO: CAROLYN A. CREMER  
1636 N. WELLS, UNIT1808  
CHICAGO, ILLINOIS

BOX 333-CT

Carolyn A. Kremer  
Borrower  
Patricia Carl, Attorney  
in fact

Chicago Title & Trust  
Title Company

1504  
10/28/03  
CTT  
Green  
815899  
668519

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## RECORD OF PAYMENT

**Legal Description:****PARCEL 1:**

UNIT 1808 IN AMERICANA TOWERS CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):

SUB-LOT 14 IN THE SUBDIVISION OF LOTS 14 TO 19 AND THE SOUTH 63 FEET OF LOT 13 IN GALE'S NORTH ADDITION TO CHICAGO IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ALSO LOTS AND PARTS OF LOTS IN THE SUBDIVISION OF LOT 20 IN GALE'S NORTH ADDITION TO CHICAGO, AFORESAID, ALSO LOTS AND PART OF LOT IN THE SUBDIVISION OF LOT 21 IN GALE'S NORTH ADDITION TO CHICAGO, AFORESAID, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY LA SALLE NATL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 10, 1970 AND KNOWN AS TRUST NUMBER 41015 RECORDED AS DOCUMENT NUMBER 24267612 AND FILED AS DOCUMENT NUMBER LR 2991060; TOGETHER WITH AN UNDIVIDED.1631 PER CENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

EASEMENTS CREATED BY GRANT DATED OCTOBER 26, 1926 AND FILED OCTOBER 29, 1926 AS DOCUMENT NUMBER LR 326084 FOR THE PURPOSES OF INGRESS AND EGRESS OVER THE SOUTH 8 FEET OF LOT 4 (EXCEPT THAT PART TAKEN FOR NORTH FRANKLIN STREET) IN THE SUBDIVISION OF LOT 21 IN GALE'S NORTH ADDITION TO CHICAGO IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS