RECORD OF PAYMENT FICIAL COPY

0323843238

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):

Eugene "Gene" Moore Fee: \$26.00 Cook County Recorder of Deeds Date: 08/28/2003 12:11 PM Pg: 1 of 2

14-32-400-092-1059

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

1155 W. ARMITAGE AVENUE, UNIT 203, CHICAGO, ILLINOIS 60614

which is hereafter refer ed to as the Property.

- 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 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 as agent with respect to the subject closing or the subject mortgage. No release of mortgage is being hereby 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 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: MARY PETERSON

171 NORTH CLARK, CHICAGO, ILLINOIS 60601

MAIL TO: ROBERT HAUGEN

1155 W. ARMITAGE AVENUE

UNIT 203

CHICAGO, ILLINOIS 60614

Title Company

FIERSON

Borrower/

Rorrows

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0323842420 Page: 2 of 2

UNOFFICIAL COPY RECORD OF PAYMENT

Legal Description:

UNITS 203 AND P-117 IN 1155 ARMITAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 12 TO 19, BOTH INCLUSIVE, IN HAPGOOD'S SUBDIVISION OF LOT 1 AND PART OF LOT 2 OF BLOCK 9 OF SHEFFIELDS ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 AND 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 03028009 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

Property of County Clark's Office