

UNOFFICIAL COPY



0323833241

Eugene "Gene" Moore Fee: \$26.00
Cook County Recorder of Deeds
Date: 08/26/2003 11:56 AM Pg: 1 of 2

RECORD OF PAYMENT

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):

14-21-110-020-1160

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

3600 N. LAKE SHORE DR, CHICAGO, ILLINOIS 60613

which is hereafter referred to as the Property.

2. The Property was subjected to mortgage or trust deed ("mortgage") recorded on 01/15/93 as document number 93041307 in COOK County, granted from PATRICIA A. LEARY to NORWEST MORTGAGE, INC. On or after a closing conducted on 08/08/03, 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 rest 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: PAULA PORTER
1751 W. DIEHL RD. SUITE 190, NAPERVILLE, ILLINOIS 60563

MAIL TO: PATRICIA A. LEARY
3600 N. LAKE SHORE DRIVE
#90
CHICAGO, ILLINOIS 60613

Paula Porter
Title Company

Patricia A. Leary
Borrower

Borrower **BOX 333-07** RECORDED MT 11/02 DGG

2/2
8/580518
CHICAGO TITLE

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RECORD OF PAYMENT

Legal Description:

UNIT NUMBER 901, IN 3600 NORTH LAKE SHORE DRIVE CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PROPERTY (HEREINAFTER REFERRED TO AS PARCEL):

LOT 4 (EXCEPTING THEREFROM THE NORTHERLY 20 FEET THEREOF AND EXCEPTING THEREFROM TWELVE FEET AND 3/4 INCHES THEREOF); LOT 5 (EXCEPTING THEREFROM THE WESTERLY 125 FEET AND 3/4 INCHES THEREOF); LOT 6 (EXCEPTING THEREFROM THE WESTERLY 125 FEET AND 3/4 INCHES THEREOF) AND LOT 7 (EXCEPTING THEREFROM THE WESTERLY 125 FEET AND 3/4 INCHES THEREOF), ALL IN BLOCK 7 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND 33 TO 37, ALL INCLUSIVE, IN PINE GROVE, BEING PART OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO THAT STRIP OF LAND LYING WEST OF THE WESTERLY LINE OF SHERIDAN ROAD, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 5, 1896 AS DOCUMENT NUMBER 2355030, IN BOOK 69 OF PLATS, PAGE 41, AND EAST OF THE EASTERLY LINE OF SAID LOTS 5, 6, AND 7 AND EASTERLY OF SAID LOT 4 (EXCEPTING THE NORTHERLY 20 FEET THEREOF) IN BLOCK 7 IN HUNDLEY'S SUBDIVISION, AFORESAID, AND BETWEEN THE NORTHERLY LINE EXTENDED OF SAID LOT 4 (EXCEPTING THE NORTHERLY 20 FEET THEREOF) AND THE SOUTHERLY LINE OF SAID LOT 7, BOTH LINES CONTINUED STRAIGHT TO INTERSECTION THE WESTERLY LINE OF SAID SHERIDAN ROAD, IN FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 11, 1974 AND AUGUST 5, 1977 KNOWN AS TRUST NUMBER 32680 AND 40979, RESPECTIVELY, AND REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER LR 2983544, TOGETHER WITH AN UNDIVIDED 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), ALL IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office