

UNOFFICIAL COPY

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



Doc#: 0328311023
Eugene "Gene" Moore Fee: \$26.00
Cook County Recorder of Deeds
Date: 10/10/2003 08:35 AM Pg: 1 of 2

SEE ATTACHED LEGAL DESCRIPTION

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 8/21/98 as document number 98740440 in COOK County, granted from M'CAFFEE to AMERICAN NATIONAL BANK. On or after a closing conducted on 8/12/98, 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:

3225 N. ASHLAND AVENUE, CHICAGO, ILLINOIS 60657

②

BUX 333-CT

Borrower

Title Company

Box 3
8/13/601
MA
CTI
DC

UNOFFICIAL COPY

STREET ADDRESS: 1639 NORTH LARRABEE STREET

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 14-33-325-070-1048

LEGAL DESCRIPTION:

UNIT NUMBER 1639 IN LARRABEE COMMONS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: A TRACT OF LAND COMPRISING ALL LOTS AND ALLEYS (INCLUDING ALL LOTS AND PORTIONS OF LOTS FORMERLY TAKEN FOR THE OPENING OF OGDEN AVENUE), IN THE BLOCK BOUNDED ON THE NORTH BY WEST EUGENIE STREET, ON THE SOUTH BY WEST NORTH AVENUE, AS WIDENED PER DOCUMENT, 21550017 ON THE EAST BY NORTH MOHAWK STREET, AND ON THE WEST BY NORTH LARRABEE STREET, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS THAT PART OF LOTS 1 THROUGH 11, BOTH INCLUSIVE, AND LOTS 93 THROUGH 117, BOTH INCLUSIVE, AND ADJOINING VACATED ALLEYS, ALL IN C. J. HULL'S SUBDIVISION OF BLOCK 53 OF CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH LARRABEE STREET, AND THE NORTH LINE OF WEST NORTH AVENUE AS WIDENED BY CITY ORDINANCE RECORDED JUNE 4, 1971 AS DOCUMENT NUMBER 21550017; THENCE NORTH ALONG THE EAST LINE OF NORTH LARRABEE STREET, A DISTANCE OF 390.52 FEET, MORE OR LESS, TO A POINT WHICH IS 173.33 FEET SOUTH OF THE SOUTH LINE OF WEST EUGENIE STREET, THENCE EAST PARALLEL WITH THE SOUTH LINE OF WEST EUGENIE STREET 65.50 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF NORTH LARRABEE STREET, 17.33 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF WEST EUGENIE STREET, 19.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF NORTH LARRABEE STREET, 21.00 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF WEST EUGENIE STREET, 109.07 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF NORTH MOHAWK STREET, 109.33 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF WEST EUGENIE STREET, 68.50 FEET TO THE WEST LINE OF NORTH MOHAWK STREET; THENCE SOUTH ALONG THE WEST LINE OF NORTH MOHAWK STREET, 242.84 FEET TO THE NORTH LINE OF WEST NORTH AVENUE, AS WIDENED; THENCE WEST ALONG THE NORTH LINE OF WEST NORTH AVENUE, AS WIDENED 262.07 FEET TO THE POINT OF BEGINNING, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 88197169, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS