UNOFFICIAL COP

Doc#: 0328742306 Eugene "Gene" Moore Fee: \$46.00 Cook County Recorder of Deeds Date: 10/14/2003 12:01 PM 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) (entified by tax identification number(s):

17-09-252-019-1033

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As: 433 N. WELLS STREET, UNIT 501, CHICAGO, ILLINOIS

which is hereafter referred to as the Property.

| then is hereafter reported to as the representation of the represe |
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| The Property was subjected to a mortgage of "not deed ("mortgage") recorded on \(\text{LOGOCKA}\) \(\text{LOGOCKA}\) as document to |
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| O an effect of algoring conducted of the Company disourseu times |
| On or after a crysing conditated on "Mostrograe") for the purpose of causing |
| ursuant to a payoff letter from the Mortgagee, or its r_e and or assignee (hereinafter "Mortgagee"), for the purpose of causing |
| he above mortgage to be satisfied. |
| 10 more marigade as a sure |

- 3. This document is not issued by or on behalf of the Mortgage, 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 doe, 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 disjursed 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 Tottle 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 vith regard to obtaining, verifying, or causing the present or future existence of any mortgage release, or with regard to the 12 cording of any mortgage release, now or in the future.
- 4. Borrower and Title Company agree that this RECORD OF PAYMENT shall be recorded by Tid. Company within 60 days of completion of the closing and that upon recordation of the RECORD OF PAYMENT all Tot. 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 expressive 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: | MATTHEW KARKI 3225 N. ASHLAND AVENUE, CHICAGO, ILLINOIS | 60657 |
|--------------|--|-------|
| | 3275 N. ASHLAND AVENUE, CITCLE CO. | 1 |

MAIL TO: STEVEN JULIUSSON

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Title Company

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STREET ADDRESS: 433 N. WELLS STREET, UNIT 501 COUNTY: COOK CITY: CHICAGO

TAX NUMBER: 17-09-252-019-1033

LEGAL DESCRIPTION:

UNIT NUMBER 501 AND UNIT NUMBER P-21 AND P-22 IN THE 433 N. WELLS STREET CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE NORTH 23-11/24 FEET OF LOT 2 AND ALL OF LOT 3 IN BLOCK 8 IN NEWBERRY'S ADITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL METITIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATICA OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0011191247; AS AMENDED N. WII.
LINOIS

OF COUNTY CRAYS OFFICE FROM TIME TO TIME, TOOK'INER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, JLLINOIS.

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