FICIAL COP' RECORD OF PA

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):

14-19-430-022-1064

SEE ATTACHED LEGAL



Doc#: 0331004124

Eugene "Gene" Moore Fee: \$26.00 Cook County Recorder of Deeds

Date: 11/06/2003 12:19 PM Pg: 1 of 2

Commonly Known As:

1646 W. SCHOOL ST., UNIT #420, CHICAGO, ILLINOIS 60657

which is hereafter referred to as the Property.

___ County, granted from WASHINGTON MUTUAL BANK ___;1 COOK number <u>99649044</u> ELIZABETH TAYLOR _____. On or after a closing conducted on 10/10/03 _____, Ticor Title Insurance Company (hereinafter "Title Company") discussed 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 indexedent 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-ing 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 Ttle 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 II Title Company's obligations to Borrower shall be satisfied, with Title Company to have no further obligation of any kind who asover to Borrower arising out of or relating in any way to this RECORD OF PAYMENT or any mortgage release. The soil 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, edisclaimers, 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 AND MAIL TO: Pamela F. DeLaPena
TICOR TITLE INSURANCE COMPANY
203 N. LASALLE, SUITE 2200 amula de Se La Gens

CHICAGO, ILLINOIS 60601

RECOFPMT 11/02 DGG

Ticor Title Insurance Company

EOX 333-C11

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UNOFFICIAL COPY RECORD OF PAYMENT

Legal Description:

PARCEL 1:

UNIT 420 AND PU-60 IN THE 60657 LOFTS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 1, 2, 3, 4, 5, 6, 29 AND 30 AND THE EAST 18 FEET OF LOT 28 (EXCEPT FROM SAID LOTS 29 AND 30 THOSE PARTS THEREOF LYING SOUTHEASTERLY OF AND ADJOINING THE SOUTHEASTERLY LINE OF SAID LOT 3 PRODUCED SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT 29, 11.42 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 29) IN BLOCK 8 IN GROSS NORTH ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTHWEST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO; ALL THAT PART OF THE NORTH AND SOUTH VACATED ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 1, AND 3 AND LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 30 AND LYING NORTHERLY OF THE SOUTHEASTERLY LINE OF SAID LOT 3 PRODUCED SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF LOT 29, 11.42 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 29, ALL IN BLOCK 8 IN GROSS NORTH ADDITION TO CHICAGO AFORESAID IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIFIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 99283904; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO USE S-64, A LIMITO COMMON ELEMENT AS DELINENATED ON THE SURVEY ATTACHED TO THE DECLARATION RECORDED AS LOCUMENT 99283904.