

# 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 tax identification number(s):

14-28-207-004-1607



Doc#: 0331746048

Eugene "Gene" Moore Fee: \$26.00

Cook County Recorder of Deeds

Date: 11/13/2003 12:11 PM Pg: 1 of 2

SEE ATTACHED LEGAL

### Commonly Known As:

2800 N. LAKE SHORE DR., UNIT 3907,  
CHICAGO, ILLINOIS 60657

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 9/5/03 as document number 0324808240 in COOK County, granted from AUSTIN KRUMPFES to MERS. On or after a closing conducted on 11/4/03, Tigor Title Insurance Company (hereinafter "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 AND MAIL TO: Susan M. Miedema  
TICOR TITLE INSURANCE COMPANY  
203 N. LASALLE, SUITE 2200  
CHICAGO, ILLINOIS 60601

Borrower  
RECOFPM11/02 DGG

Tigor Title Insurance Company

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## RECORD OF PAYMENT

### Legal Description:

UNIT NO. 3907 IN THE 2800 LAKE SHORE DRIVE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):

THE SOUTH 60 FEET (EXCEPT THE WEST 400 FEET THEREOF) OF LOT 6 AND LOT 7 (EXCEPT THE WEST 400 FEET THEREOF) IN THE ASSESSOR'S DIVISION OF LOTS 1 AND 2 IN THE SUBDIVISION BY THE CITY OF CHICAGO OF THE EAST FRACTIONAL 1/2 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PREMISES BEING OTHERWISE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT 7 400 FEET EAST OF THE WEST LINE THEREOF (SAID WEST LINE BEING COINCIDENT WITH THE WEST LINE OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 28 AFORESAID) THENCE NORTH PARALLEL WITH THE WEST LINE OF LOTS 6 AND 7 AFORESAID 199.3 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 7 TO THE DIVIDING OR BOUNDARY LINE BETWEEN THE LANDS OF LINCOLN PARK COMMISSIONERS AND THE LANDS OF SHORE OWNERS AS ESTABLISHED BY DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ENTERED OCTOBER 31, 1904 IN CASE NO. 256886 ENTITLED 'AUGUSTA LEHMANN, AND OTHERS AGAINST LINCOLN PARK COMMISSIONERS' RUNNING THENCE SOUTHEASTERLY ALONG SAID BOUNDARY LINE TO THE SOUTH LINE OF SAID LOT 7 AND RUNNING THENCE WEST ALONG SAID SOUTH LINE TO THE PLACE OF BEGINNING; WHICH SURVEY IS ATTACHED TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR 2800 LAKE SHORE DRIVE CONDOMINIUM ASSOCIATION MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 2, 1978 AND KNOWN AS TRUST NUMBER 45204, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT LR3096368 TOGETHER WITH AN UNDIVIDED 100% INTEREST IN THE PARCEL (EXCEPTING FROM THE PARCEL ALL THE PROPERTY AND SPACES COMPRISING ALL OF THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY.)