

RECORD OF PAYMENT



Doc#: 0332342078
Eugene "Gene" Moore Fee: \$26.00
Cook County Recorder of Deeds
Date: 11/19/2003 08:05 AM Pg: 1 of 2

81-73-291
2003

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):

13-06-110-051-1020

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

6233 NORTH NIAGARA AVENUE, UNIT 4G,
CHICAGO, ILLINOIS 60631

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 06/17/02 as document number 0020673944 in COOK County, granted from LEONARD SHEA to ABN AMRO MORTGAGE GROUP, INC.. On or after a closing conducted on 10/29/03, Title Company disburse 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.**

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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 at 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: MUST SEE CALENDAR
171 NORTH CLARK, CHICAGO, ILLINOIS 60601

MAIL TO: LEONARD SHEA
6233 N. NIAGRA, UNIT 46
CHICAGO, ILLINOIS

LEONARD SHEA

BOX 333-071
2/17/02 DGG

UNOFFICIAL COPY

RECORD OF PAYMENT

Legal Description:

PARCEL 1:

UNIT 4G AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS 'PARCEL'): LOT 43 IN BLOCK 64 IN NORWOOD PARK IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY LOUIS S. KULMA AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22372688 TOGETHER WITH ITS UNDIVIDED PERCENTAGE 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) IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM THE FIRST BANK OF OAK PARK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1968 AND KNOWN AS TRUST NUMBER 8484 TO LOUIS S. KULMA DATED JUNE 21, 1972 AND RECORDED SEPTEMBER 23, 1972 AS DOCUMENT NUMBER 22052930 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOTS 40, 41 AND 42 DESCRIBED AS FOLLOWS::

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 42; THENCE WESTERLY ALONG THE NORTHERLY OF LOT 42, 20.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF LOT 42, 25.0 FEET; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF LOT 42, 101.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF LOT 42, 250.0 FEET TO THE SOUTHERLY LINE OF LOT 42; THENCE SOUTHERLY 50.87 FEET TO A POINT IN THE SOUTHERLY LINE OF LOT 41, 224.0 FEET EASTERLY OF THE WESTERLY LINE OF LOT 41, MEASURED ALONG THE SOUTHERLY LINE OF LOT 41; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF LOT 40 TO THE SOUTHERLY LINE OF LOT 40; THENCE EASTERLY 8.0 FEET ALONG THE SOUTHERLY LINE OF LOT 40; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF LOT 40 TO THE NORTHERLY LINE OF LOT 40; THENCE NORTHERLY TO A POINT ON THE NORTHERLY LINE OF LOT 41, SAID POINT BEING 247.0 FEET EASTERLY OF THE WESTERLY LINE OF LOT 41, MEASURED ALONG THE NORTHERLY LINE OF LOT 41; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF LOT 42, 15.0 FEET; THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF LOT 42 TO THE EASTERLY LINE OF LOT 42; THENCE NORTHERLY ALONG THE EASTERLY LINE OF LOT 42 TO THE POINT OF BEGINNING, ALL IN BLOCK 64 IN NORWOOD PARK, A SUBDIVISION OF THAT PART OF NORWOOD PARK LYING NORTH AND EAST OF NORWOOD AVENUE, BEING ALL OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 50 ACRES IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 NORTH OF RAND ROAD) AND PART OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.