

# UNOFFICIAL COPY

## RECORD OF PAYMENT



Doc#: 0336344052  
Eugene "Gene" Moore Fee: \$26.00  
Cook County Recorder of Deeds  
Date: 12/29/2003 09:46 AM Pg: 1 of 2

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):

17-20-228-009-8001 / 8003  
~~17-20-500-011-0000~~ / 012

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

1524 SOUTH SANGAMON STREET, UNIT 305,  
CHICAGO, ILLINOIS 60608

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 08/05/02 as document number 0020851360 in COOK County, granted from AMERIQUEST JURATE S. ZELBA. On or after a closing conducted on 11/18/03, 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: MARIA GUERRERO  
171 NORTH CLARK, CHICAGO, ILLINOIS 60601

MAIL TO: JURATE S. ZELBA  
1524 SOUTH SANGAMON STREET  
UNIT 305  
CHICAGO, ILLINOIS 60608

JURATE S. ZELBA

MAN D  
4 of 4  
Guerrero  
E  
RG 5220193  
CTZ

**UNOFFICIAL COPY****RECORD OF PAYMENT****Legal Description:****PARCEL 1:**

UNIT 305-S IN THE UNIVERSITY VILLAGE LOFTS CONDOMINIUM AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH RANGE 14, EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SOUTH HALSTED STREET, AS A 66 FOOT RIGHT OF WAY, AND THE SOUTH LINE OF WEST 14TH PLACE (WRIGHT STREET); THENCE SOUTH 01 DEGREES 40 MINUTES 53 SECONDS EAST ALONG AN ASSUMED BEARING, BEING SAID WEST LINE 575.01 FEET TO THE INTERSECTION OF SAID WEST LINE WITH THE NORTH LINE OF CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 88 DEGREES 25 MINUTES 02 SECONDS WEST ALONG SAID NORTH LINE 776.11 FEET TO A POINT ON THE EAST LINE OF VACATED SOUTH SANGAMON STREET (PER DOCUMENT NUMBERS 04763032 AND 0010238993) SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 25 MINUTES 02 SECONDS WEST ALONG SAID NORTH LINE 280.74 FEET TO A POINT ON THE EAST LINE OF SOUTH MORGAN STREET; THENCE NORTH 01 DEGREES 44 MINUTES 25 SECONDS WEST ALONG SAID EAST LINE 152.79 FEET, TO A POINT ON A LINE LYING 152.79 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID RAILROAD; THENCE NORTH 88 DEGREES 25 MINUTES 02 SECONDS EAST ALONG SAID DESCRIBED PARALLEL LINE 194.33 FEET, TO A POINT ON A CURVE; THENCE SOUTHERLY 112.60 FEET ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 54 FEET, AND WHOSE CHORD BEARS SOUTH 69 DEGREES 39 MINUTES 47 SECONDS EAST 93.28 FEET TO A POINT ON THE EAST LINE OF SAID VACATED SOUTH SANGAMON STREET; THENCE SOUTH 01 DEGREES 43 MINUTES 43 SECONDS EAST ALONG SAID EAST LINE 117.97 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, TOGETHER WITH ALL RIGHTS APPURTENANT TO THE FOREGOING PROPERTY PURSUANT TO THAT CERTAIN NONEXCLUSIVE AERIAL EASEMENT AGREEMENT DATED JUNE 26, 2001, AND RECORDED JUNE 28, 2001 AS DOCUMENT NUMBER 0010571142.

WHICH SURVEY IS ATTACHED AS EXHIBIT G TO THE DECLARATION OF CONDOMINIUM FOR THE UNIVERSITY VILLAGE LOFTS DATED JUNE 20, 2002, AND RECORDED JUNE 21, 2002, AS DOCUMENT NUMBER 0020697460, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

**PARCEL 2:**

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE A-8-S, AS DELINEATED AND DEFINED ON THE AFORESAID PLAT OF SURVEY ATTACHED TO THE AFORESAID DECLARATION RECORDED AS DOCUMENT NUMBER 0020697460, AS AMENDED FROM TIME TO TIME