

# UNOFFICIAL COPY

## RECORD OF PAYMENT



Doc#: 0409926077  
Eugene "Gene" Moore Fee: \$26.50  
Cook County Recorder of Deeds  
Date: 04/08/2004 10:36 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):

14 - 31 - 323 - 037 - 0000

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

1757 N Wayne  
Chicago, IL 60647

Which is hereafter referred to as the Property.

2. The property was subjected to a mortgage or trust deed ("mortgage") recorded on December 16, 2002 as document number(s) 02213838107 granted from Washington Mutual Bank Carol Manner On or after a closing conducted on 11/18/02, Alliance Title Corporation disbursed funds pursuant to payoff letter from the Washington Mutual Bank or its agents or assignee (hereinafter "Mortgagee") for the purpose of causing the above mortgage to be satisfied.

AD4-0042-LMG

This documentation is not issued by or on behalf of the Mortgagee or as an agent of the mortgagee. This documentation 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 Alliance Title Corporation makes no implied or express representation, warranty, or promise. This document does no more and can do no more than certify-solely by Alliance Title Corporation, and not as an agent for any party to the closing that funds were disburse to Borrowers Mortgagee. Any power or duty to issue any legal release rests solely with the Mortgagee, for whom the Alliance Title Corporation 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 Alliance Title Corporation, and no mortgage release, if issued by the Mortgagee, will be recorded by the Alliance Title Corporation 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 attorney. Alliance Title Corporation makes no undertaking and accepts no responsibility with regard to the mortgage or its release. Borrower disclaims, waives and releases any obligation of the Alliance Title Corporation, 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 near the future.

4. Borrower and Alliance Title Corporation agree that this RECORD OF PAYMENT shall be recorded by Alliance Title Corporation within 60 days of completion of the closing and that upon recordation of the RECORD OF PAYMENT all of Alliance Title Corporation obligations to Borrower shall be satisfied, with Alliance Title Corporation to have no further obligation of any kind whatsoever to Borrowers arising out of or relating in any way to this RECORD OF PAYMENT or any mortgage release. This sole and exclusive remedy for Alliance Title Corporation failure to record within 60 days shall be a refund upon demand of amounts collected from borrowers 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 Alliance Title Corporation 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 representations, implied or express, shall be treated at all times by both parties as superseded by the statements, disclaimers, release 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.

Borrower/Mortgagor

Borrower/Mortgagor

Alliance Title Corporation

Subscribed and sworn to before me by the said Borrower/Mortgagor this 1st day of April, 2004

Notary Public  
RECORD

Prepared By:  
Alliance Title Corp.  
6321 N. Avondale Suite 104  
Chicago, IL 60631



Mail To:  
Alliance Title Corp.  
6321 N. Avondale Suite 104  
Chicago, IL 60631

# UNOFFICIAL COPY

The Guarantee Title &amp; Trust Company

Commitment Number: A04-0642

## SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

THE SOUTH 35.34 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THOSE PORTIONS OF LOTS 1 THROUGH 27, BOTH INCLUSIVE, IN BLOCK 3 IN BRADWELL'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH PART OF THE VACATED ALLEYS IN SAID BLOCK 3 AND PART OF VACATED WEST WILLOW STREET WHICH ARE DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF NORTH HOYNE AVENUE AND WEST WILLOW STREET, SAID POINT BEING 11.70 FEET SOUTH OF THE SOUTHWEST CORNER OF LOT 6 IN SAID BLOCK 3 AFORESAID, AND BEING ESTABLISHED BY VACATION ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 27TH DAY OF APRIL 1914 AND RECORDED IN THE RECORDER'S OFFICE OF SAID COOK COUNTY ON THE 27TH DAY OF MAY, 1914 AS DOCUMENT NO. 5425936; THENCE NORTH 89 DEGREES 22 MINUTES 10 SECONDS EAST ALONG SAID SOUTH LINE OF VACATED WILLOW STREET 13.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 37 MINUTES 50 SECONDS WEST 36.32 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 10 SECONDS EAST 1.07 FEET THENCE NORTH 00 DEGREES 37 MINUTES 50 SECONDS WEST 18.29 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 10 SECONDS EAST 23.03 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 50 SECONDS EAST 35.85 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 10 SECONDS WEST 1.04 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 50 SECONDS EAST 5.97 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 10 SECONDS EAST 2.55 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 50 SECONDS EAST 11.49 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 10 SECONDS EAST 1.49 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 50 SECONDS EAST 23.85 FEET TO THE SOUTH LINE OF VACATED WILLOW STREET AFORESAID, THENCE SOUTH 89 DEGREES 22 MINUTES 10 SECONDS WEST ALONG SAID SOUTH LINE 21.60 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO;

THOSE PORTIONS OF THE LAND, PROPERTY AND SPACE OF LOTS 1 THROUGH 27, BOTH INCLUSIVE, IN BLOCK 3 IN BRADWELL'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH PART OF THE VACATED ALLEYS ON SAID BLOCK 3 AND PART OF VACATED WEST WILLOW STREET LYING ABOVE A HORIZONTAL PLANE OF 26.94 FEET ABOVE CHICAGO CITY DATUM DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF NORTH HOYNE AVENUE AND WEST WILLOW STREET SAID POINT BEING 11.70 FEET SOUTH OF THE SOUTHWEST CORNER OF LOT 6 IN SAID BLOCK 3 AFORESAID AND BEING ESTABLISHED BY VACATION ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 27TH DAY OF APRIL 1914 AND RECORDED IN THE RECORDER'S OFFICE OF SAID COOK COUNTY ON THE 27TH DAY OF MAY, 1914 AS DOCUMENT NO. 5425936; THENCE NORTH 89 DEGREES 22 MINUTES 10 SECONDS EAST ALONG SAID SOUTH LINE OF VACATED WILLOW STREET 35.52 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 22 MINUTES 10 SECONDS EAST 8.81 FEET; THENCE NORTH 00 DEGREES 37 MINUTES 50 SECONDS WEST 28.81 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 10 SECONDS WEST 10.30 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 50 SECONDS EAST 4.96 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 10 SECONDS EAST 1.49 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 50 SECONDS EAST 23.85 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.