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\*\* Please note:-use one page per reporting seller. The total allocated sales proceeds must equal sale proceeds.

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):

| 17 - | 6 - | 17 - | 100 - |
| SEE ATTACHED LEGAL DESCRIPTION Commonly Known As:
| 700 W. Van Buren Street Unit 604 Chicago, IL 60607



Doc#: 0502845046

Eugene "Gene" Moore Fee: \$26.50 Cook County Recorder of Deeds Date: 01/28/2005 08:57 AM Pg: 1 of 2

Which is hereafter referred to as the Property.

2. The property was subjected to a mortgage or trust deed ("mortgage") recorded on May 13 2001 as document number(") OHISYUUDUS granted from granted from Conducted on 01/21/05, Alia re Title Corporation disbursed funds pursuant to a payoff letter from the Wells Fargo, or its agents or assignee (hereinafter "Mortgagee"), for the purpose of causing the above mortgage to be satisfied.

3. This documentation is not issued by or an 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 in sependent 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 a 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 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 Alliance Title Corporation, and no mortgage release, if issued by the Mortgagee, will be recorded by Alliance Title Corporation as a result of the closing, as a result of this document, or as a result of any actual or allegal 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 other than to pay the amount on the payoff letter. Borrower dis laims, 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.

4. Borrower and Alliance Title Corporation agree that this RECORD OF PAYMENN's 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's obligations to Borrower shall be satisfied, with Alliance Title Corpor than 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's 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 nor gage. 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 state that it is negating the legal efficacy of this document.

Mortgagor

Alliance Title Corporation

Mortgagor

Subscribed and sworn to before me by the said Borrower/Mortgagor this al day of January 2005

Notary Public RECORD

Prepared By: Alliance Title Corporation 6321 North Avondale Avenue, Suite 104 Chicago, Illinois 60631

Mail To: Alliance Title Corporation

6321 North Avondale Avenue, Suite 104 Chicago, Illinois 60



404-3134-LMG

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0502845046 Page: 2 of 2

## **UNOFFICIAL COPY**

The Guarantee Title & Trust Company

Commitment Number: A04-3134

## SCHEDULE C PROPERTY DESCRIPTION

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

## PARCEL 1:

UNIT 604 IN 700 W. VAN BUREN CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 5 TO 8 IN MICAJAM GLASSCOCK'S SUBDIVISION OF LOTS 8 TO 12 IN BLOCK 21 IN THE SCHOOL SECTION ADDITION IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0010777255 AND AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNCIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. PARCEL 2:

THE EXCLUSIVE RIGHT TO USE PARKING SPACE NUMBER 69, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0010777255, ALL IN COCK COUNTY, ILLINOIS.

ALTA Commitment Schedule C