

RECORD OF PAYMENT

(BORROWER) Selling or Refinancing 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):

31-07-205-017-0000

SEE ATTACHED LEGAL

Commonly Known As:  
57 AEGINA CT., TINLEY PARK, ILLINOIS 60477

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 8-18-99 as document number 99789295 in COOK County, granted from FIRST MIDWEST (hereinafter "Title Company") On or after a closing conducted on 6-11-03, Tigor Title Insurance Company (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 obligations 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 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 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 all 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: Cathy A. Gray  
TICOR TITLE INSURANCE COMPANY  
6250 WEST 95TH STREET  
OAK LAWN, ILLINOIS 60453

*[Signature]*  
BORROWER  
RECORDED 11/12/03  
*[Signature]*

*[Signature]*  
Tigor Title Insurance Company  
514788

# UNOFFICIAL COPY

## RECORD OF PAYMENT

### Legal Description:

THAT PART OF LOT 13 IN ODYSSEY CLUB PHASE 2, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 35 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 13, THENCE SOUTHERLY, ALONG THE EASTERLY LINE OF SAID LOT 13, THE FOLLOWING TWO COURSES, SOUTH 13 DEGREES 38 MINUTES AND 48 SECONDS EAST 108.41 FEET SOUTH 11 DEGREES 20 MINUTES 59 SECONDS WEST 87.69 FEET TO THE SOUTHERLY LINE OF SAID LOT 13; THENCE NORTH 89 DEGREES 56 MINUTES AND 40 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 13, A DISTANCE OF 48.90 FEET TO THE SOUTHEASTERLY EXTENSION OF THE CENTER LINE OF A PARTY WALL FOR THE POINT OF BEGINNING; THENCE NORTH 34 DEGREES 54 MINUTES AND 08 SECONDS WEST, ALONG SAID CENTER LINE, 135.93 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 13; THENCE SOUTH 43 DEGREES 16 MINUTES AND 42 SECONDS WEST 1.20 FEET; SOUTHWESTERLY, ALONG A CURVED LINE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 35.06 FEET TO THE WESTERLY LINE OF SAID LOT 13; THENCE SOUTH 13 DEGREES 14 MINUTES AND 35 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 13, A DISTANCE OF 105.15 FEET TO THE SOUTHERLY LINE OF SAID LOT 13; THENCE EASTERLY, ALONG THE SOUTHERLY LINE OF SAID LOT 13, THE FOLLOWING TWO COURSES; NORTH 76 DEGREES 45 MINUTES AND 25 SECONDS EAST 39.56 FEET; SOUTH 89 DEGREES 56 MINUTES AND 40 SECONDS EAST 45.94 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office