

UNOFFICIAL COPY

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):

22-33-107-009-0000

SEE ATTACHED LEGAL

Commonly Known As:

1381 CHESTNUT CROSSING, LEMONT,
ILLINOIS 60439



Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 08/19/2003 08:41 AM Pg: 1 of 3

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 020399 as document number 99112849 in COOK County, granted from PERRY G SAVAS AND CONSTANTINA SAVAS CHASE MANHATTAN MORTGAGE. On or after a closing conducted on 070803, Ticor Title Insurance Company (hereinafter "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 AND MAIL TO: Yvonne A. Litza
TICOR TITLE INSURANCE COMPANY
600 S. WASHINGTON ST.
SUITE 201
NAPERVILLE, ILLINOIS 60540

Perry G. Savas
BORROWER
REC'D PMT 11/02/03 DGG

Yvonne Litza
Ticor Title Insurance Company

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RECORD OF PAYMENT

Legal Description:

PARCEL 1:

THE SOUTH 29.83 FEET OF THE NORTH 90.38 FEET OF LOT 4 IN CHESTNUT CROSSING TOWNHOMES, BEING A RESUBDIVISION OF OUTLOT A AND OUTLOT B IN THE PLAT OF SUBDIVISION OF CHESTNUT CROSSING SUBDIVISION (RECORDED SEPTEMBER 13, 1994 AS DOCUMENT 94798380), BEING A SUBDIVISION OF PARTS OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS AND EASEMENTS DATED AUGUST 3, 1998 AND RECORDED AUGUST 11, 1998 AS DOCUMENT 98704497 AND AS CREATED BY DEED FROM MARQUETTE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 13, 1997 AND KNOWN AS TRUST NUMBER 14264 FOR INGRESS AND EGRESS.

Property of Cook County Clerk's Office



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Ticor Title Insurance Company

(630) 665-4300

FAX:

JULY 8, 2003

CHASE MANHATTAN MORTGAGE CORP.
 15341 SOUTH 94TH AVENUE
 ORLAND PARK, ILLINOIS 60462

Attention: SUE BROWN

LOAN NUMBER: 1621393903
 BORROWER: PERRY G SAVAS
 ESCROW NUMBER: DN 521370
 GUARANTEE NUMBER: 2000 000521370
 PROPERTY LOCATION: 1381 CHESTNUT CROSSING
 LEMONT, ILLINOIS 60439

Please be advised that, in accordance with your instructions, we have closed and completely disbursed the proceeds of the aforementioned Mortgage in the amount of \$28,675.00 .

The said mortgage is a valid first lien and there are no outstanding or unpaid assessments on said premises.

A mortgagee's title policy, subject only to approved exceptions, will be issued as of the date above mortgage was recorded.

We at Ticor Title appreciate this opportunity to serve you in this manner. If there is anything that we can do assist you in connection with this transaction, please feel free to call.

Sincerely,

Yvonne A. Litza

(630) 416-4250