

524698
TICOR TITLE
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):

27-24-111-073-0000

SEE ATTACHED LEGAL

Commonly Known As:

7941 W. 160TH ST., TINLEY PARK, ILLINOIS
60477



Eugene "Gene" Moore Fee: \$26.00
Cook County Recorder of Deeds
Date: 08/27/2003 08:15 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 02/03/03 as document number 0030160629 in COOK County, granted from EDWARD T DINEEN to CHASE MANHATTAN MORTGAGE. On or after a closing conducted on 08/18/03, 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. 2

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: Kimberly A. Moser
TICOR TITLE INSURANCE COMPANY
9031 WEST 151ST STREET
ORLAND PARK, ILLINOIS 60462

Borrower
RECOFPMT 11/02.DGG

Ticor Title Insurance Company

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RECORD OF PAYMENT

Legal Description:

PARCEL 1:

THE NORTHWESTERLY 20.94 FEET, AS MEASURED ON THE SOUTHWESTERLY LINE THEREOF AND PERPENDICULAR TO SAID SOUTHWESTERLY LINE OF THE SOUTHEASTERLY 47.43 FEET, AS MEASURED ON THE SOUTHWESTERLY LINE THEREOF AND PERPENDICULAR TO SAID SOUTHWESTERLY LINE OF A PARCEL OF LAND HEREIN DESIGNATED AS THE "BUILDING PARCEL," SAID "BUILDING PARCEL" BEING THAT PART OF LOT 1 IN ASHFORD MANOR WEST PHASE III, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE 89 DEGREES 59 MINUTES 34 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 1 FOR A DISTANCE OF 69.21 FEET TO THE POINT OF BEGINNING OF SAID "BUILDING PARCEL;" THENCE SOUTH 26 DEGREES 40 MINUTES 38 SECONDS EAST 88.87 FEET TO THE MOST SOUTHERLY LINE OF THE SOUTHEAST LINES OF SAID LOT 1; THENCE SOUTH 37 DEGREES 15 MINUTES 42 SECONDS WEST, ALONG THE MOST SOUTHERLY LINE OF THE SOUTHEAST LINES OF SAID LOT 1 FOR A DISTANCE OF 3.33 FEET; THENCE SOUTH 63 DEGREES 19 MINUTES 22 SECONDS WEST 60.10 FEET; THENCE NORTH 26 DEGREES 40 MINUTES 38 SECONDS WEST 94.83 FEET; THENCE NORTH 63 DEGREES 19 MINUTES 22 SECONDS EAST 54.14 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 59 MINUTES 34 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1 FOR A DISTANCE OF 10.02 FEET TO THE POINT OF BEGINNING OF THE "BUILDING PARCEL," IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF COVENANTS RECORDED AUGUST 31, 1995 AS DOCUMENT 95580519.