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RECORD OF PAYMENT 2

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Doc#: 0326642209  
Eugene "Gene" Moore Fee: \$26.00  
Cook County Recorder of Deeds  
Date: 09/23/2003 10:13 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):

06-19-313-033-0000

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

754 BLUFF CITY BLVD., ELGIN, ILLINOIS 60120

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 01/16/03 as document number 0030078331 in COOK County, granted from BRIAN & REBECCA MORGAN to AMERICAN FIDELITY MORTGAGE. On or after a closing conducted on 06/05/03, 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: LISA PROTAS  
645 TOLLGATE ROAD, SUITE 250, ELGIN, ILLINOIS 60123

MAIL TO: BRIAN A. MORGAN  
754 BLUFF CITY BLVD.  
ELGIN, ILLINOIS 60120

2

Borrower

Borrower

Title Company

# UNOFFICIAL COPY

## RECORD OF PAYMENT

### Legal Description:

PARCEL 1: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING ON THE NORTH LINE OF BLUFF CITY BOULEVARD AT AN IRON PIN SET 99 FEET EAST ALONG SAID LINE FROM THE COUNTY LINE BETWEEN KANE AND COOK COUNTIES; THENCE NORTH PARALLEL WITH SAID COUNTY LINE 140 FEET; THENCE EAST PARALL WITH SAID BOUELVARD, 53 FEET; THENCE SOUTH PARALLEL WITH THE COUNTY LINE 140 FEET TO THE NORTH LINE OF SAID BOUELVARD, 53 FEET TO THE PLACE OF BEGINNING, IN THE CITY OF ELGIN, IN COOK COUNTY, ILLINOIS

PARCEL 2: THAT PART OF THE WEST 390.0 FEET OF LOT 13 OF COUNTY CLERK'S SUBDIVISION OF UNDIVIDED LANDS IN THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF BLUFF CITY BOULEVARD WITH THE LINE BETWEEN KANE AND COOK COUNTIES, THENCE NORTHERLY ALONG THE LINE BETWEEN KANE AND COOK COUNTIES, BEING ALSO THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 140.0 FEET TO A POINT ON A LINE THAT IS 140.0 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF BLUFF CITY BOULEVARD, THENCE EASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 99.0 FEET FOR THE PLACE OF BEGINNING, THENCE CONTINUING EASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 53.0 FEET, THENCE NORTHERLY PARALLEL WITH THE LINE BETWEEN KANE AND COOK COUNTIES A DISTANCE OF 101.38 FEET TO THE SOUTH LINE OF THE UNITED STATES ROUTE 20 BYPASS, THENCE WESTERLY ALONG SAID SOUTH LINE A DISTANCE OF 53.0 FEET, THENCE SOUTHERLY PARALLEL WITH THE LINE BETWEEN KANE AND COOK COUNTIES, A DISTANCE OF 101.7 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS