

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):

18-33-319-055-0000



Doc#: 0326804101
Eugene "Gene" Moore Fee: \$26.00
Cook County Recorder of Deeds
Date: 09/25/2003 11:25 AM Pg: 1 of 2

SEE ATTACHED LEGAL

Commonly Known As:

2 CLIFFSIDE, 2, WILLOW SPRINGS, ILLINOIS
60480

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 10-11-01 as document number 0010946668 in COOK County, granted from THERESA GARDNER to TCF. On or after a closing conducted on 8-29-03, 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.

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 amount 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.

TICOR TITLE INSURANCE

PREPARED BY AND MAIL TO: Cathy A. Gray
TICOR TITLE INSURANCE COMPANY
6250 WEST 95TH STREET
OAK LAWN, ILLINOIS 60453

Borrower
RECOFPMF 11/02 DGG

Ticor Title Insurance Company
BOX 15
52584/8

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RECORD OF PAYMENT

Legal Description:

THAT PART OF LOT 1 IN CLIFFSIDE TOWNHOMES PLANNED UNIT DEVELOPMENT, BEING A RESUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 1, 1993 AS DOCUMENT NUMBER 93975912 AND CERTIFICATE OF CORRECTION RECORDED APRIL 27, 1994 AS DOCUMENT NUMBER 94377243 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 67 DEGREES 34 MINUTES 03 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 1 FOR A DISTANCE OF 76.36 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT; THENCE 67 DEGREES 50 MINUTES 46 SECONDS EAST ALONG THE MOST NORTHERLY OF THE EASTERLY LINES OF SAID LOT 1 FOR A DISTANCE OF 40.27 FEET, TO A LINE HEREIN DESIGNATED AS LINE "A" AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 67 DEGREES 50 MINUTES 46 SECONDS EAST ALONG SAID EASTERLY LINE 59.50 FEET TO AN ANGLE POINT IN THE EASTELY LINES OF SAID LOT 1; THENCE SOUTH 14 DEGREES 45 MINUTES 14 SECONDS WEST ALONG THE MOST SOUTHERLY OF THE EASTERLY LINE OF SAID LOT 1, FOR A DISTANCE OF 1.00 FEET TO A LINE HEREIN DESIGNATED AS LINE "B"; THENCE SOUTH 62 DEGREES 32 MINUTES 15 SECONDS WEST ALONG SAID LINE "B" 113.87 FEET, TO A POINT ON A WESTERLY LINE OF SAID LOT 1, SAID POINT BEING 52.41 FEET (AS MEASURED ALONG THE WESTERLY LINES THEREOF) SOUTHERLY OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 21 DEGREES 30 MINUTES 10 SECONDS WEST ALONG SAID WESTERLY LINE OF SAID LOT 1 FOR A DISTANCE OF 7.00 FEET, TO A POINT OF CURVE OF A CIRCLE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 55.65 FEET; THENCE NORTHWESTEKLY ALONG SAID CIRCLE (BEING A WESTERLY LINE OF SAID LOT 1) FOR 16.17 FEET, THE CHORD OF WHICH BEARS NORTH 30 DEGREES 08 MINUTES 28 SECONDS WEST FOR 16.11 FEET TO THE SOUTHERLY TERMINUS OF THE MOST NORTHERLY OF THE WESTERLY LINES OF SAID LOT 1; THENCE NORTH 38 DEGREES 28 MINUTES 50 SECONDS WEST ALONG SAID WESTERLY LINE 0.80 FEET TO THE POINT OF INTERSECTION WITH A FORESAID LINE "A", SAID POINT BEING 38.44 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 52 DEGREES 19 MINUTES 13 SECONDS EAST ALONG SAID LINE "A" 94.81 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS