



RECORD OF PAYMENT

Doc#: 0331442356
Eugene "Gene" Moore Fee: \$26.00
Cook County Recorder of Deeds
Date: 11/10/2003 02:34 PM 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):

31-04-200-016-0000

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

18325 S. LECLAIRE AVENUE, TINLEY PARK, ILLINOIS 60477

which is hereafter referred to as the Property.

ST 5057277 CT-OF 3044

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 10-18-02 as document number 0021147351 in COOK County, granted from FIFTH THIRD BANK to SCOTT J. SOWA. On or after a closing conducted on 09-26-03, Title Company disburse 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 WOSS
15255 S. 94TH AVENUE, SUITE 604, ORLAND PARK, ILLINOIS 60462

MAIL TO: Scott J. Sowa
18325 S. Leclaire Ave
Tinley Park, IL 60477

2

Scott J. Sowa
SCOTT J. SOWA

UNOFFICIAL COPY

RECORD OF PAYMENT

Legal Description:

THAT PART OF THE NORTH 50 ACRES OF THE WEST HALF OF THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, ANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF SAID WEST 1/2, WHICH IS 497 FEET SOUTH OF THE NORTH EST CORNER THEREOF, AND RUNNING THENCE WEST ON A LINE WHICH IS PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 589.57 FEET TO A POINT WHICH IS 728.83 FEET EAST OF THE WEST LINE OF SAID WEST 1/2; THENCE SOUTHERLY A DISTANCE OF 165 FEET TO A POINT WHICH IS 726.53 FEET EAST OF THE WEST LINE OF SAID WEST 1/2; THENCE EAST ON A LINE WHICH IS PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 591.87 FEET TO THE EAST LINE OF SAID WEST 1/2; THENCE NORTH ON SAID EAST LINE A DISTANCE OF 165 FEET TO THE PLACE OF BEGINNING, (EXCEPT THE WEST 33 FEET OF THE ABOVE DESCRIBED PARCEL OF LAND TO BE USED FOR LE CLAIRE AVENUE), ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office