



Doc#: 1005418087 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/23/2010 04:28 PM Pg: 1 of 2

CONSENT AND
RATIFICATION
AGREEMENT

MAXIM PRYAKHIN

THIS CONSENT AND RATIFICATION AGREEMENT (the "Agreement") is executed and delivered this ___ day of December, 2009 by Maxim Pryakhin ("Maxim")

Recitals

WHEREAS, on and before July 18, 2007, Maxim and Larisa Pryakhina ("Larisa") jointly owned and held title to certain real property legally described as follows (the "Premises"):

Lot 65 in Pepper Tree Farms Unit Number 3, being a subdivision in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Township 42 North, Range 10, East of the Third Principal Meridian, recorded as per plat Document Number 20883078, in Cook County, Illinois.

Common Address: 229 East Cedarwood Court, Palatine, Illinois 60067
Permanent Index No. 02-11-116-022-0000

WHEREAS, as part of an effort to refinance (the "Refinance") an existing mortgage lien interest perfected against the Premises, on or about July 18, 2007, Larisa signed and delivered a \$287,000.00 Adjustable Rate Note (the "Note") to Washington Mutual Bank, FA ("Washington Mutual"); and

WHEREAS, as security for the sums advanced pursuant to the terms of the Note, Washington Mutual demanded that Maxim and Larisa each provide a first mortgage lien interest (the "Mortgage") in the Premises, and;

WHEREAS, on or about July 18, 2007, Larisa executed and delivered the Mortgage to Washington Mutual; and

WHEREAS, the Mortgage was subsequently recorded by the Cook County Recorder of Deeds on July 31, 2007 as Document No. 0721233067; and

WHEREAS, in reliance upon receipt of the Mortgage, Washington Mutual agreed to fund the Refinance; and

WHEREAS, notwithstanding the fact that Maxim and Larisa jointly held title to the Premises on the date the Mortgage was executed and delivered, Maxim failed to execute the Mortgage so as to convey a mortgage lien interest in the property;

WHEREAS, Maxim acknowledges that but for receipt of a complete first mortgage lien interest in the Premises, Washington Mutual would not have agreed to fund the Refinance; and

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, it is hereby agreed as follows:

I. Ratification. Maxim hereby grants and conveys to Washington Mutual Bank, FA, its successors and assigns, a complete lien interest in the Premises equal and commensurate with that conveyed by the Mortgage

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as and if he had originally signed the document. Maxim hereby mortgages, grants, and conveys to Washington Mutual Bank, FA., its successors and assigns, the full fee simple title in and to the Premises, together with all the improvements now or hereafter erected on the Premises, and all easements, appurtenances, and fixtures now or hereafter a part of the Premises, subject to and in accordance with the terms and provisions of the Mortgage, as modified. It is the intent of Maxim that the full fee simple title in and to the Premises shall in all respects be subject to the lien, charge or encumbrance of the Note and Mortgage, without limitation, and that except as set forth herein, nothing herein shall affect or be construed to affect the lien, charge or encumbrance of, or warranty of title in, or conveyance affected by, the Mortgage, as modified, or the priority of the Mortgage over other liens, charges, encumbrances, or conveyances or, except as expressly provided by this Agreement, to release or affect the liability of any party or parties who may be liable under or on account of the Note and/or Mortgage.

2. Acknowledgement. Maxim hereby represents that he has been advised of the legal effect of this Agreement by his own attorney, or that he has had the opportunity to consult with an attorney of his choosing, has investigated the facts and is not relying upon any representation or acknowledgment, whether oral or in writing, except as contained herein. Further, Maxim expressly waives any right to rescind this Agreement. In the event that any provision of this Agreement is found to be ambiguous, no construction of such provision will be made based upon draftsmanship of this Agreement.

3. Savings Clause. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof

IN WITNESS WHEREOF, Maxim Pryakhin has executed this Agreement this ___ day of December, 2009.

Maxim Pryakhin

STATE OF ILLINOIS)
) §§
COUNTY OF Cook)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that the above-named Maxim Pryakhin, personally known to me to be the same person who subscribed to the foregoing instrument, personally appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the use and purpose therein set forth.

Given under my hand and official seal, this ___ day of December, 2009.

Prepared By Nicole H. Daniel, Esq.
And Return To: Larson & Associates, P.C.
230 W. Monroe – Suite 2220
Chicago, Illinois 60606

Notary Public