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CONSENT AND RATIFICATION AGREEMENT

Pritesh Pathak
and
Mansi Pathak
653 Jankith Ave,
Des Plaines, Illinois 60018



Doc#: 1119418063 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/13/2011 03:53 PM Pg: 1 of 3

THIS CONSENT AND RATIFICATION AGREEMENT (the "Agreement") is executed and delivered this 8th day of July, 2011 by Pritesh Pathak and Mansi Pathak (the "Pathaks").

Recitals

WHEREAS, on and before June 1, 2006, the Pathaks jointly owned and held title to certain real property legally described as follows (the "Premises"):

LOTS 37 AND 38 IN BLOCK 2 IN E.O. LANPHERE'S ADDITION TO ENGLEWOOD IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 7023 and 7029 South Hermitage Avenue,
Chicago, Illinois 60636

TAX PARCEL NUMBER: 20-19-429-011-0000 and 20-19-429-010-0000

WHEREAS, as part of an effort to refinance (the "Refinance") an existing mortgage lien interest perfected against the Premises, on or about June 1, 2006, the Pathaks signed and delivered a \$96,000.00 promissory Note (the "Note") to CitiMortgage, Inc. ("CitiMortgage"); and

WHEREAS, as security for the sums to be advanced pursuant to the terms of the Note, CitiMortgage demanded that Pritesh Pathak and Mansi Pathak each provide it with a first mortgage lien interest (the "Mortgage") in the entire Premises, including both Lot 37 and Lot 38 of the Premises; and

WHEREAS, on or about June 1, 2006, the Pathaks signed and delivered the Mortgage to Mortgage Electronic Registration Systems, Inc., solely as nominee for CitiMortgage; and

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WHEREAS, the Mortgage was subsequently recorded on June 5, 2006 by the Office of the Recorder of Deeds of Cook County Illinois as Document No. 0615604334;

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

WHEREAS, notwithstanding the fact that the Pathaks agreed to convey a mortgage interest in Lot 37 and 38 of the Premises to CitiMortgage, the Mortgage reflects only a conveyance of a mortgage interest in Lot 37 of the Premises to CitiMortgage; and

WHEREAS, the Pathaks acknowledge that but for receipt of a complete first mortgage lien interest in Lot 37 and Lot 38 of the Premises, CitiMortgage 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:

1. **Ratification.** The Pathaks hereby grant and convey to CitiMortgage, its successors and assigns, a complete lien interest in the Premises, equal and commensurate with that conveyed by the Mortgage as and if they had originally signed the document reflecting such conveyance. The Pathaks hereby grant and convey to CitiMortgage, 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 the Pathaks that their 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.** The Pathaks hereby represent that they have been advised of the legal effect of this Agreement by their own attorney, or that they have had the opportunity to consult with an attorney of their choosing, have investigated the facts and are not relying upon any representation or acknowledgement, whether oral or in writing, except as contained herein. Further, the Pathaks expressly waive 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.

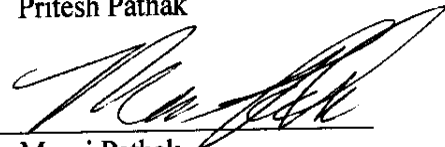
3. **Savings Clause.** Any provision of this Agreement which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof.

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IN WITNESS WHEREOF, Pritesh Pathak and Mansi Pathak have executed this Agreement this 8th day of July, 2011.



Pritesh Pathak



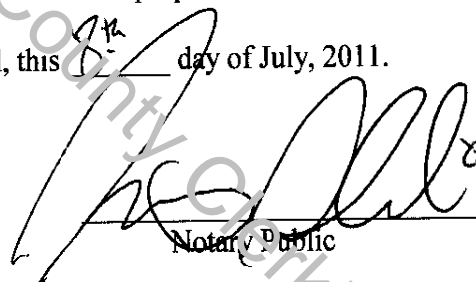
Mansi Pathak

Property of County Clerk's Office

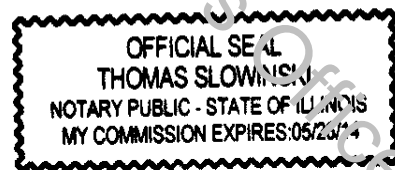
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

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

Given under my hand and official seal, this 8th day of July, 2011.



Notary Public



Prepared By: Andrew Szocka
And Return to: Andrew Szocka, P.C.
799 E. Terra Cotta Avenue
Crystal Lake, IL 60014