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Karen A.Yarbrough

Cook County Recorder of Deeds Date: 04/14/2016 04:04 PM Pg: 1 of 3

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AFFIDANT FOR RECORDER'S LABELING OF SIGNATURES AS COPIES	
REQUEST TO RECORD PHOTOCOPIED DOCUMENTS PURSUANT TO §55 ILCS 5/3-5013	
I TIMOTHY COLORS , being duly sworn, state that I have access to the copies of the attached	
W	
document(s), for which I am listing the type(s) of document(s) below:	
CONSENT IND RATIFICATION AGREEMENT	
ts and document types on the above line)	
which were originally executed by the icliowing parties whose names are listed below:	
(print name(s) of executor/grantor)	
•	(print name(s) of executor/grantee)
for which my relationship to the document(s) is/are as follows: (example - Title Company, Agent, Attorney, etc.)	
ATTORNEY	
(print your relationship to the document(s) on the above line)	
OATH REGARDING ORIGINA.	
I state under oath that the original of this document is now <u>LOST</u> or <u>NOT IN FOSESSION</u> of the party seeking to now record the same. Furthermore, to the best of my knowledge, the original document was <u>NOT INTENTIONALLY</u> destroyed, or in any manner <u>DISPOSED OF</u> for the purpose of introducing this photo to be recorded in place of original version of this document. Finally, I, the Affiant, swear I have personal knowledge that the foregoing oath statement contained therein is both true and accurate.	
T /	-
- /w	4/14/16
Affiant's Signature Above	Date Affidavit Executed/Signed
THE BELOW SECTION IS TO BE COMPLETED BY THE NOTARY THIS AFFIDAVIT WAS SUBSCRIBED AND SWORN TO BEFORE	
April 14 20110	
Date Document Subscribed & Swom Before Me Signature of Notary Public	"OFFICIAL SEAL" JULIE L. HANDY NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11/23/2019
()	<u> </u>
SPECIAL NOTE: This is a courtesy form from the CCRD, and while a similar affidavit is necessary for any photocopied documents, you may use your own document so long as it includes substantially the same information as included in the	

document so long as it includes substantially the same information as included in the above document

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CONSENT AND RATIFICATION AGREEMENT

REBECCA NELSON

THIS CONSENT AND RATIFICATION AGREEMENT (the "Agreement") is executed and delivered this day of April , 2016 by Rebecca Nelson ("Rebecca").

Recitals

WHEREAS, on or about April 28, 2006, Rebecca and Rebecca G. Nelson ("Rebecca G.") jointly acquired title to certain real property legality described as follows (the "Premises"):

Lot 40 in Block 10 in Cragin, being Hosmer's Subdivision of part of the Southeast ¼ of Section 33, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address:

1735 N. LeClai e Avenue, Chicago, Illinois 60639

Permanent Index No.

13-33-413-009-00(10

WHEREAS, in an effort to refinance (the "Refinance") an existing mortgage lien interest perfected against the Premises, on or about January 11, 2007, Rebecca G. signe I and delivered a \$242,250.00 Balloon Note (the "Note") to New Century Mortgage Corporation ("New Century"). and

WHEREAS, as security for the sums to be advanced under the Note, New Century demanded that Rebecca and Rebecca G. provide it with a first mortgage lien interest (the "Mortgage") in the Premises; and

WHEREAS, on or about January 11, 2007, Rebecca and Rebecca G. executed and delivered the Mortgage to Mortgage Electronic Registration Systems, Inc. solely as nominee for New Century; and

WHEREAS, the Mortgage was subsequently recorded by the Cook County Recorder of Deeds on January 26, 2007 as Document No. 0702640181; and

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

WHEREAS, notwithstanding the fact that Rebecca and Rebecca G. jointly held title to the Premises on the date the Mortgage was executed and delivered, a notation was mistakenly added under Rebecca's signature on the Mortgage reflecting that her conveyance was limited to a waiver of her homestead interest in the Premises; and

WHEREAS, Rebecca acknowledges that but for receipt of a complete first mortgage lien interest in the Premises, New Century 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:

By

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- 1. Ratification. Rebecca hereby mortgages, grants, and conveys to New Century and its successors and/or 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 Rebecca 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.
- Acknowledgement. Rebecca hereby represents that she has been advised of the legal effect of this Agreement by her own attorney, or that she has had the opportunity to consult with an attorney of her choosing, has investigated the facts and is not relying upon any representation or acknowledgment, whether oral or in writing, except as contained herein. Further, Rebecca 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. <u>Savings Clause</u>. 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, Rebecca Nelson has executed this Agreement this 4 day of 4 prize, 2016.

Rebecca Nelson

STATE OF ILLINOIS

COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforestid, does hereby certify that the above-named Rebecca Nelson, 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 site signed, sealed and delivered the said instrument as her free and voluntary act for the use and purpose therein set forth

Given under my hand and official seal, this day off on , 2016.

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

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Notary Public

"OFFICIAL SEAL"
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Notary Public - State of Hinole
My Commission Expires April 09, 2019