



Doc#: 0834010005 Fee: \$64.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/05/2008 09:15 AM Pg: 1 of 3

PREPARED BY:  
MVB Mortgage Corporation  
Kate Gotberg  
24400 Northwestern Hwy #200  
Southfield, MI 48075  
Loan #444040396



THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.  
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND  
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE  
THE SECURITY INSTRUMENT IS RECORDED.

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective October 13, 2008, between Cecil Lyles Jr., a single man and Joyce Matthews a single woman ("Borrower"), and MVB Mortgage Corporation ("Lender"), and amends and supplements (1) the Note (the "Note") made by the borrower, dated September 23, 2004 in the original principal sum of U.S. \$129,832.00, and (2) The Mortgage or Deed to Secure Debt (the "Security Instrument"), recorded in instrument #0432702196 in the land records of Cook County, Illinois. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at 5458 W. Cortez Street, Chicago, IL 60651. That real property is described as follows: Lot 17 in block 11 in subdivision of part of the south half of the northwest quarter of the southwest quarter of section 4, township 39 north, range 13, east of the third principal meridian, in Cook County, Illinois.

Tax Id #: 16-04-309-025

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and the Lender agree that the provisions of this Modification supercede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower is the occupant of the property.
2. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and Security Instrument, and that such interest, costs and expenses, in the total amount of \$3,290.89 have been added to the indebtedness under the terms of the Note and Security Instrument. As of November 1, 2008, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$126,618.00.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.00%, beginning November 1, 2008. The Borrower promises to make monthly payments of principal and interest of U.S. \$759.14, beginning on the first day of December, 2008, and continuing thereafter on the same day of each succeeding month. If on November 1, 2038 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at MVB Mortgage Corporation, 24400 Northwestern Hwy, Southfield, MI 48075, or at such other place as the Lender may require.

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- 4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payment of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.
- 5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

[To be signed by all borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument.]

\_\_\_\_\_  
 Date Cecil Lyles Jr.  
Cecil Lyles Jr. -Borrower  
 \_\_\_\_\_  
 Date Joyce Matthews  
Joyce Matthews - Co borrower  
 \_\_\_\_\_  
 Date \_\_\_\_\_  
Witness  
 \_\_\_\_\_  
 Date \_\_\_\_\_  
Witness

[Space Below This Line for Acknowledgement in Accordance with Laws of Jurisdiction]

### MULTISTATE LOAN MODIFICATION

#### (Individual Acknowledgement)

STATE OF Illinois )  
 )Ss  
 COUNTY OF COOK )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, do hereby certify that Cecil Lyles Jr. and Joyce Matthews personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged to me that he/she executed and delivered the same as his/her free and voluntary act for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 21<sup>st</sup> day of October, 2008.

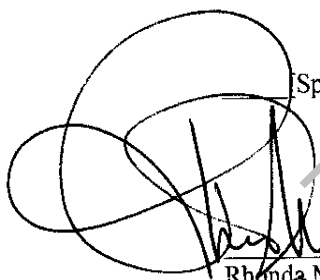
Sherise Butler  
 Notary Public (SEAL)  
 Printed Name:

My Commission Expires: 11-09-12



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Space below this line for Acknowledgement in Accordance with Laws of Jurisdiction]\_\_\_\_\_



10-23-08  
Rhonda Moore Date

10-23-08  
Angie Moore Date

10/23/08  
Pamela Groosbeck - Asst. Secretary Date  
MVB Mortgage Corporation

County of Oakland )  
                                  )ss  
State Of Michigan )

On this 23 day of October, 2008, before me personally appeared Pamela Groosbeck, to me personally known, who being by me duly sworn, did for herself say that she is Assistant Secretary of MVB Mortgage Corporation, the corporation named in and which executed the within instrument, and the seal affixed to the instrument is the corporate seal of said corporation by authority of its Board of Directors, and said officer signed and acknowledged said instrument to be the free act and deed of said corporation.

Kathleen M. Gotberg  
Notary Public - Acting in Oakland County

KATHLEEN M. GOTBERG  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires Feb. 28, 2014  
Acting in the County of Oakland