



Document 2015 115

BK: 2015 PG: 115 Type 04 002 Pages 6

Recorded: 1/16/2015 at 9:15:08.0 AM

Fee Amount: \$32.00

Revenue Tax:

LISA SMITH RECORDER

Madison County, Iowa

INDX ✓
ANNO ✓
SCAN
CHEK

[Space Above this Line for Recording Data]

Prepared By: Brad Smith
Return To: Wingspan Portfolio Advisors
18451 North Dallas Parkway
Dallas, TX 75287

BB&T Mortgage Loan No. 6961932120

Min No. 100159969619321204

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), is effective 1/1/2014, between ROBERT SWANSON, DANIELLE SWANSON, HUSBAND AND WIFE (Borrower) and Mortgage Electronic Registration Systems Inc.(MERS) as nominee for lender Branch Banking and Trust Company, amends and supplements (1) the Note made by the Borrower, dated 3/4/2010 in the original principal sum of U.S. \$110,398.00 and (2) the Mortgage, Deed of Trust, or Deed to Secure Debt ("the Security Instrument") securing the Note recorded on 3/22/2010 in the County Registry of MADISON. For the purpose of this Agreement, the term "Property" shall be the real property and personal property, if any, together with any improvements located thereon, as more particularly described in the Security Instrument and having an address of:

**209 E GREEN ST
WINTERSET, IA 50273**

The real property described being set forth as follows:

See legal description attached hereto and made a part hereof as exhibit "A"

Modification Addendum attached hereto and made a part hereof as Exhibit "B"

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows

(notwithstanding anything to the contrary contained in the Note or Security Instrument):

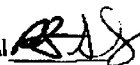
1. Borrower hereby acknowledges that prior to this modification the outstanding unpaid principal balance due under the Note and Security Instrument is \$103,832.03.
2. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, cost and expenses, in the total amount of \$0.00 has been added to the indebtedness under the terms of the Note and Security Instrument, as of 1/1/2014 resulting in a total indebtedness due of U.S. \$103,832.03 (the new "Unpaid Principal Balance").
3. The borrower promises to pay the new Unpaid Principal Balance to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of 4.750%, from 1/1/2014. The borrower promises to make monthly payments of principal and interest of U.S. \$541.64, beginning on 2/1/2014 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on 1/1/2044 (the "Maturity Date"), the borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments to and at Branch Banking and Trust Company, Mortgage Payment Center, P.O. Box 580302, Charlotte, NC 28258-0302 or such other place as the Lender may require.

Borrower Initial RS DS

4. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
5. The borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - a) All terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note: and
 - b) All terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security instrument and that contains any such terms and provisions as those referred to in (a) above.
6. Nothing in this Agreement 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 Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Borrower Initial



(Individual Acknowledgement)

Witness our hands and seals to this Agreement this 13 day of march, 2014.

Kathy A. Swanson
Witness Signature

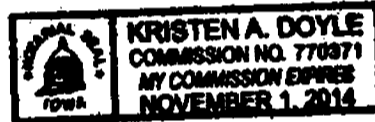
Kathy A. Swanson
Witness Printed Name

HM
Witness Signature

Heather Kiddoo
Witness Printed

BY: [Signature]
ROBERT SWANSON

BY: [Signature]
DANIELLE SWANSON



STATE OF Iowa)

COUNTY OF Polk)

I, Kristen A Doyle, a Notary Public of said county do hereby certify that Robert and Danielle Swanson, Borrower(s) personally appeared before me this day and acknowledged the execution of the foregoing AGREEMENT.

The execution thereof SWORN to before me this 13 day of march, 2014.

NOTARY PUBLIC FOR STATE OF Iowa

My Commission Expires: 11-1-14

[Signature]
Notary Public

Borrower Initial RS DS

6961932120
BB&T Mortgage Loan No.

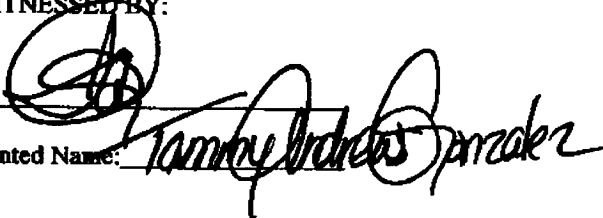
Min No. 1001599 6961932120 4
MERS Phone: 1-888-679-6377

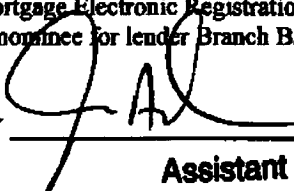
(Corporate Acknowledgement)

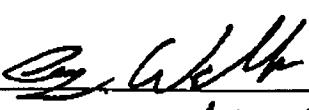
Witness our hands and seals to this Agreement this 16 day of May, 2014.

WITNESSED BY:

Mortgage Electronic Registration Systems, Inc
as nominee for lender Branch Banking and Trust Co.


Printed Name: Tammy Andrews Spraker


BY J. A. [unclear]
Assistant Secretary


Printed Name: Ashley Williams

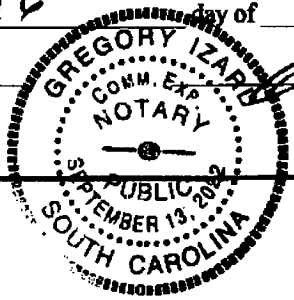
STATE OF South Carolina
COUNTY OF Greenville

I, GREGORY IZARD, Notary Public of said County, do hereby certify that, JIM ADAM
Lender/Note Holder, personally appeared before me this day and acknowledged that he/she is Banking Officer
Mortgage Electronic Registration Systems, Inc, for lender Branch Banking and Trust Company and acknowledge on
behalf of the corporation the due execution of the foregoing instrument Assistant Secretary

SWORN TO BEFORE ME THIS 16 day of May, 2014.

My Commission Expires: _____
Notary Public

Notary Public of South Carolina



File No 4267

EXHIBIT A

Lot 6 in Block 2 of the Original Town of Winterset, Madison County, Iowa

EXHIBIT "B"

MODIFICATION ADDENDUM

ORIGINAL MORTGAGE RECORDED ON 03/22/2010 IN BOOK: 2010; PAGES: 552-560 IN MADISON COUNTY, IOWA.