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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

Type of Document: LOAN MODIFICATION AGREEMENT

Kimberly McCleer, 301 College St, Greenville, SC 29601, 864-252-3382

Preparer Information: (Individual's Name, Street Address, City, Zip, Phone)

BB&T Mortgage, 301 College St, Greenville, SC 29601, 800-827-3722

Taxpayer Information: (Individual/Company Name, Street Address, City, Zip, Phone)

Return Document to:

Kimberly McCleer /BB&T Mortgage, 301 College St, Greenville, SC 29601,
864-282-3382

Grantors:

Robert Swanson & Danielle Swanson (Husband and Wife)

Grantees:

BRANCH BANKING AND TRUST COMPANY

Legal Description:

EXHIBIT A

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

Book & Page Reference: DOC FILE: 2010552 BK: 2010 PG: 552

[Space Above this Line for Recording Data]

Prepared By: DeAnn Ortiz
Return To: Branch Banking and Trust Co.
301 College St
Greenville SC, 29601

BB&T Mortgage Loan No- 6961932120
Parcel Id # 820000102050000

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), is effective December 1, 2017, between ROBERT SWANSON (Borrower) and DANIELLE SWANSON (Borrower) husband and wife and Branch Banking and Trust Co. ("Lender"), and amends and supplements (1) the Note made by the Borrower, dated 03/04/2010 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 03/22/2010 in Book 2010 Page 552 in the Office of the Registry of Madison County. 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 attached exhibit "A"

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 \$98,739.78.
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 \$8,028.96 has been added to the indebtedness under the terms of the Note and Security Instrument resulting in a total indebtedness due of U.S. \$106,768.74 (the new "Unpaid Principal Balance").

Borrower Initial: 

Co-Borrower Initial: 

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 4.000%, from November 1, 2017. The borrower promises to make monthly payments of principal and interest of U.S. \$509.73, beginning on December 1, 2017 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on November 1, 2047 (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.

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: BB

Co-Borrower Initial: BB

(Individual Acknowledgement)

Witness our hands and seals to this Agreement this 14th day of November, 2017.

[Signature]
Witness Signature

Tracy Jackson
Witness Printed Name

[Signature]
Witness Signature

Grant Axtaway
Witness Printed Name

BY: [Signature]
ROBERT SWANSON

BY: [Signature]
DANIELLE SWANSON

STATE OF IOWA

COUNTY OF Dallas

I, Tracey Osmundson, a Notary Public of said county do hereby certify that ROBERT SWANSON 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 7th day of November, 2017.

NOTARY PUBLIC FOR STATE OF IOWA

My Commission Expires: 7-26-2020

Tracey Osmundson
Notary Public



File No 4267

EXHIBIT A

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

October 13, 2017

Mers No.: N/A
BB&T Loan No.: 6961932120

ROBERT SWANSON
DANIELLE SWANSON
209 E GREEN ST
WINTERSET IA 50273

**ERRORS AND OMISSIONS
COMPLIANCE AGREEMENT**

In consideration of
Branch Banking and Trust Co.


(the "Lender") agreeing to modify the referenced loan (the "Loan") to the ROBERT SWANSON and DANIELLE SWANSON, The Borrower agrees that if requested by the lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such request made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.



ROBERT SWANSON DATE: 11-7-17



DANIELLE SWANSON DATE: 11/7/17

DATE:

DATE:

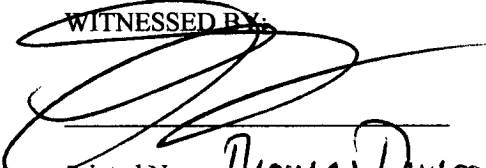
BB&T Mortgage Loan No 6961932120

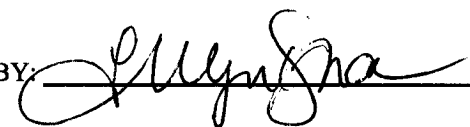
(Corporate Acknowledgement)

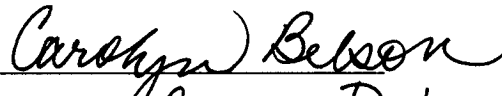
Witness our hands and seals to this Agreement this 14th day of Nov, 2017.

Branch Banking and Trust Company

~~WITNESSED BY:~~


Printed Name: Thomas Durcan

BY: 
Theresa Wyndham
Assistant Vice President


Printed Name: Carolyn Belson

STATE OF South Carolina)

COUNTY OF Greenville)

I, Kimberly Rachelle McCleer, Notary Public of said County, do hereby certify Theresa Wyndham
Lender/Note Holder, personally appeared before me this day and acknowledged that he/she is a Assistant Vice
President of Branch Banking and Trust Co. On behalf of the corporation I acknowledge the due execution of the
foregoing instrument.

SWORN TO BEFORE ME THIS 14th day of Nov, 2017.

My Commission Expires

KIMBERLY RACHELLE MCCLEER
Notary Public - State of South Carolina
My Commission Expires October 17, 2026


Notary Public