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DOC # 20150006003

Modification Agreement Page 1 of 5
Russell Shirts Washington County Recorder
02/25/2015 09:38:14 AM Fee \$ 22.00
By BRANCH BANKING AND TRUST



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

BB&T Mortgage Loan No- 6993308488

MIN NO: 1002075 0000230747 6

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), is effective December 1, 2014, between Jamie L Fabian (Borrower) an unmarried woman 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 04/12/2010 in the original principal sum of U.S. \$222,423.00 and (2) the Mortgage, Deed of Trust, or Deed to Secure Debt ("the Security Instrument") securing the Note recorded on 04/12/2010 in Doc. #20100011786 in the Office of the Registry of Washington 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:

**522 S 120 WEST
IVINS UT 84738**

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 \$208,804.47.
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 \$7,763.17 has been added to the indebtedness under the terms of the Note and Security Instrument, as of December 1, 2014 resulting in a total indebtedness due of U.S. \$216,567.64 (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 4.000%, from December 1, 2014. The borrower promises to make monthly payments of principal and interest of U.S. \$1,132.22, beginning on January 1, 2015 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on May 1, 2040 (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: 

BB&T Mortgage Loan No: 6993308488

MIN NO: 1002075 0000230747 6

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&T Mortgage Loan No: 6993308488

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(Individual Acknowledgement)

Witness our hands and seals to this Agreement this 13 day of January 2015

Jean Hayman
Witness Signature

Jasen Haycock
Witness Printed Name

Chris Mann
Witness Signature

Christian Navarrete
Witness Printed Name

BY: Jamie L. Fabian
Jamie L Fabian

STATE OF Utah)
COUNTY OF Washington)

I, Dana McQuvey, a Notary Public of said county do hereby certify that Jamie L. Fabian, 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 January, 2015.

NOTARY PUBLIC FOR STATE OF Utah

My Commission Expires: 07/01/2018

[Signature]
Notary Public
NOTARY PUBLIC
DANA MCQUEVEY
87771
COMMISSION EXPIRES
JULY 1, 2018
STATE OF UTAH

BB&T Mortgage Loan No. 6993308488

MIN NO: 1002075 0000230747 6
P.O. Box 2026
Flint, MI 48501-2026
MERS Phone: 1-888-679-6377

(Corporate Acknowledgement)

Witness our hands and seals to this Agreement this 22nd day of Jan., 2015.

Mortgage Electronic Registration Systems Inc.
as nominee for lender.

WITNESSED BY:

Carolyn Belson
Printed Name: Carolyn Belson

BY Theresa Wynham
Theresa Wynham
Assistant Secretary

Thomas Duncan
Printed Name: Thomas Duncan

STATE OF South Carolina)

COUNTY OF Greenville)

I, Christina Gossage, Notary Public of said County, do hereby certify that, Theresa Wynham Lender/Note Holder, personally appeared before me this day and acknowledged that he/she is Assistant Secretary of Mortgage Electronic Registration Systems Inc. On behalf of the corporation I acknowledge the due execution of the foregoing instrument.

SWORN TO BEFORE ME THIS 22 day of Jan, 2015.

My Commission Expires: **CHRISTINA GOSSAGE**
Notary Public - State of South Carolina
My Commission Expires June 20, 2024

Christina Gossage
Notary Public

Notary Public of South Carolina

Loan Number 230747

Date April 12, 2010

Property Address

123 W 520 S Ivins, UTAH, 84738

EXHIBIT 'A'


LEGAL DESCRIPTION

IVINS

All of Lot Fifty-Seven (57), SHADOW CANYONS PHASE #2 OF IVINS according to the Official Plat thereof on file in the Office of the Recorder of Washington County State of Utah

APN # I-SCI-2-57

APN # I-SCI-2-57

Inwals 

RECORD OF DEEDS & PLATS

Deed/Map Docs (866) 725-3765
www.solutionscenter.com