



20150217000049770 1/9 \$540.35
Shelby Cnty Judge of Probate, AL
02/17/2015 12:00:56 PM FILED/CERT

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Original Recorded Date: 4/15/2008

Freddie Mac Loan No: 507351355

Original Principal Amount: \$341,750.00

Loan No: 6991629414

Prepared by: Christina Gossage

LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective 1/1/2015, between BRANCH BANKING AND TRUST COMPANY ("Lender") and LARRY VANN JR ("Borrower")

Modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated 3/26/2008, in the original principal sum of U.S. \$341,750.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded in Instrument# 2008415000153340 of the Official Records of SHELBY COUNTY, the Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

105 QUARTERHORSE LN
ALABASTER, AL 35007

The real property described being set forth as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

Original upb: 341,750.00

New Upb: 334,886.67

old upb: 323,770.95

Freddie Mac Loan: 507351355
Loan Number: 6991629414

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (Notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Current Balance. As of 1/1/2015, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$323,770.95.
2. Interest Rate. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.500%, beginning 1/1/2015, both before and after any default described in the Note. The yearly rate 4.500% will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$1,505.39, beginning on 2/1/2015 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on 1/1/2055(the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.


Place of Payment. Borrower must make the monthly payments at
P.O. Box 580022
Charlotte, North Carolina 28258-0022
or such other place as Lender may require.

4. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
5. Property Transfer. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by Security Instrument.
6. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 of the Security Instrument, within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument without further notice or demand of Borrower.
7. Compliance with Covenants. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments that Borrower is obligated to make under the Security Instrument.
8. This Agreement modifies an obligation secured by an existing security instrument recorded in SHELBY COUNTY upon which all recordation taxes have been paid. As of the date of this Agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$323,770.95. The principal balance secured by the existing security instrument as a result of this Agreement is \$334,856.67, which amount represents the excess of the unpaid principal balance of this original obligation.


Freddie Mac Loan: 507351355
Loan Number: 6991629414

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 where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

In Witness Whereof, Lender and Borrower have executed this Agreement.
Branch Banking and Trust Company



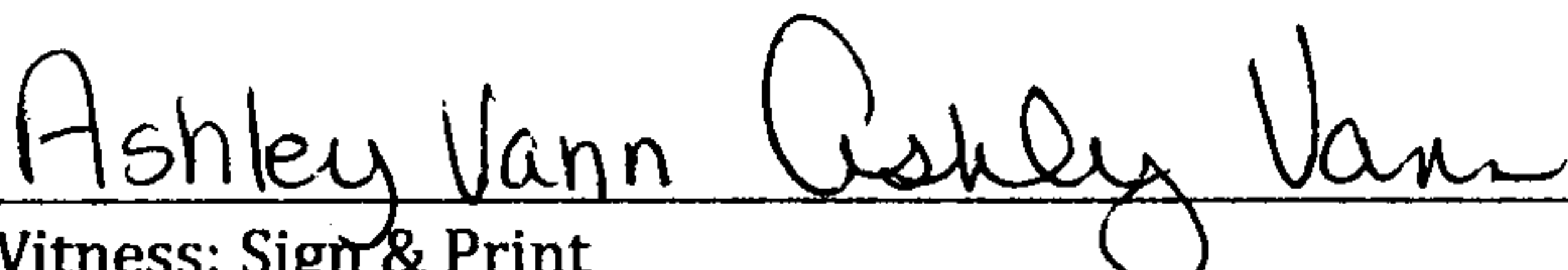
Name: _____ -Lender
Its: **Christopher Stump**
Vice President



Borrower: LARRY VANN JR ("Borrower")

Borrower:


Borrower:



Witness: Sign & Print



Witness: Sign & Print


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Freddie Mac Loan: 507351355
Loan Number: 6991629414

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BORROWER ACKNOWLEDGMENT
STATE OF Alabama COUNTY OF Shelby

I hereby certify, that on this 27th day of January, in the year 2015, before me, the subscriber, a Notary Public of the State of Alabama, personally appeared LARRY VANN JR ("Borrower") acknowledged the foregoing deed to be his act.

AS WITNESS: my hand and notaries seal.

My Commission Expires
April 16, 2017

John C. Stewart
Notary Public

LENDER ACKNOWLEDGMENT
STATE OF South Carolina COUNTY OF Greenville

I hereby certify that on this 2 day of Feb, in the year 2015, before the subscriber, Tammy Andrews Gonzalez, personally appeared Christopher Stump, and acknowledged the foregoing deed to be his act.

AS WITNESS: my hand and notaries seal.

My Commission Expires
TAMMY ANDREWS GONZALEZ
Notary Public - State of South Carolina
My Commission Expires June 10, 2024

Christopher Stump
Notary Public

RECORD AND RETURN TO:
BB&T MORTGAGE
301 COLLEGE STREET
GREENVILLE, SOUTH CAROLINA 29601

This is to certify that the within instrument has been prepared by a party to the instrument.

Authorized Agent

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Freddie Mac Loan: 507351355
BB&T Loan: 6991629414

Modification Due on Transfer Rider

THIS MODIFICATION DUE ON TRANSFER RIDER, effective 1/1/2015 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by LARRY VANN JR ("Borrower"), and Branch Banking and Trust Co. (the "Lender") covering the Property described in the Loan Modification Agreement located at: 105 QUARTERHORSE LN In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

- A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

- B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

1/27/15 Larry Vann Jr (Seal)
Date LARRY VANN JR ("Borrower")

Date (Seal)

Branch Banking and Trust Co. (Seal)

-Lender

2/2/15 By: Christopher Stump
Date Vice President
Its: _____



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BB&T Loan: 6991629414

LARRY VANN JR
105 QUARTERHORSE LN
ALABASTER, AL 35007


Branch Banking and Trust Co.

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.



LARRY VANN JR ("Borrower")


DATE: 1/22/15

DATE:

DATE:

DATE:

DATE:


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Freddie Mac Loan: 507351355
BB&T Loan: 6991629414

LARRY VANN JR
105 QUARTERHORSE LN
ALABASTER, AL 35007

Branch Banking and Trust Co.

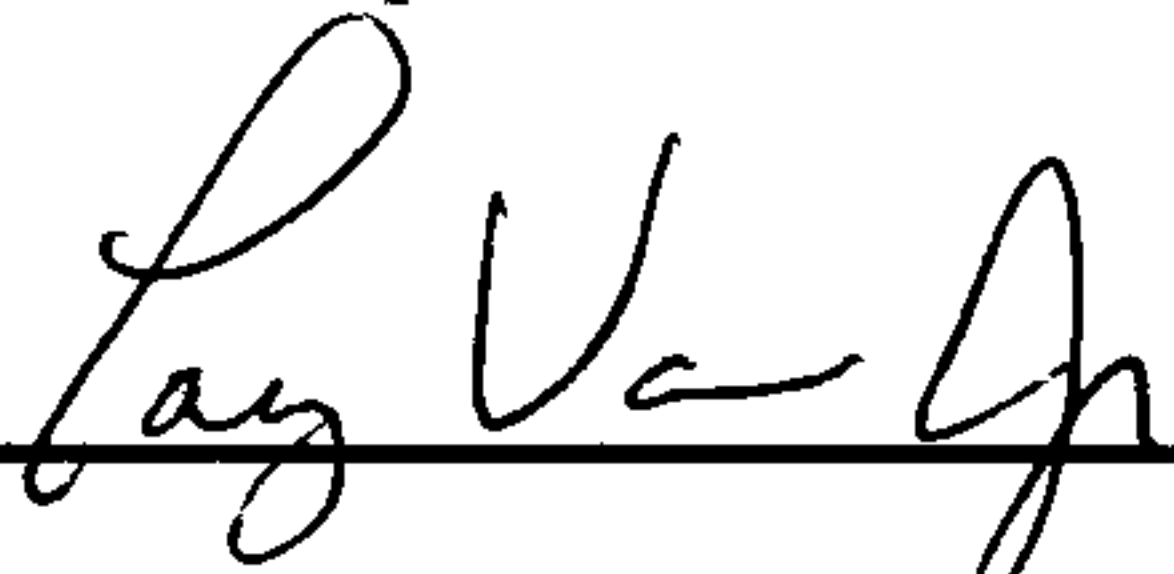
ERRORS AND OMISSIONS
COMPLIANCE AGREEMENT

In consideration of
Branch Banking and Trust Co.

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, 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.



LARRY VANN JR ("Borrower")

DATE:
1/27/15

DATE:

DATE:

DATE:

BB&T Mortgage Loan No. 69941629414

MIN NO: 1002704 0000047887 8

P.O. Box 2026
Flint, MI 48501-2026

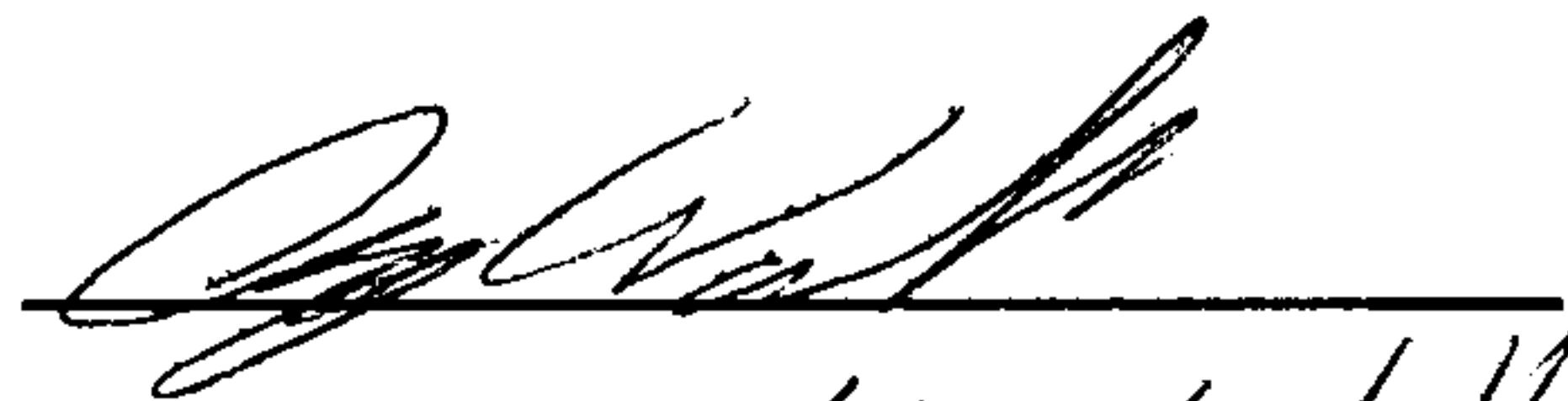
MERS SIS Phone #: 1-888-679-6377

(Corporate Acknowledgement)

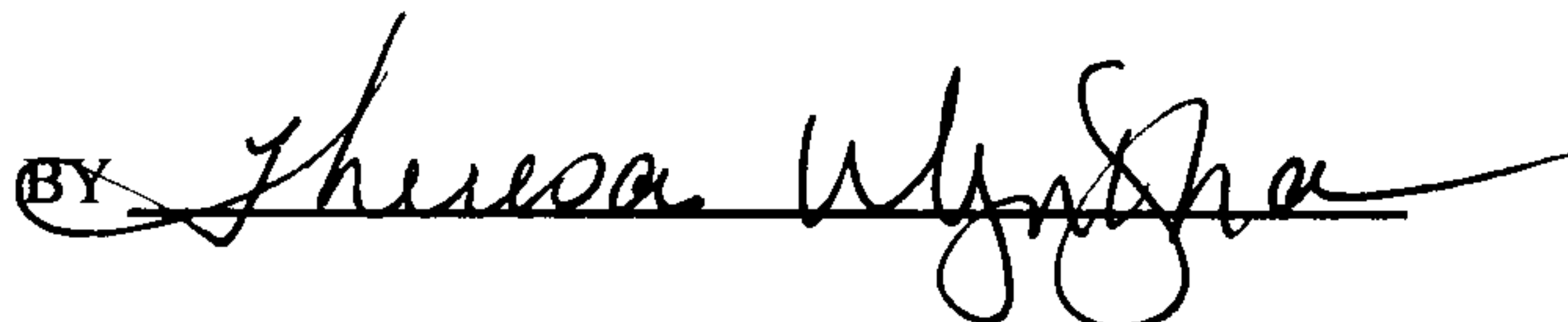
Witness our hands and seals to this Agreement this 2 day of FEB, 2015.

Mortgage Electronic Registration Systems Inc.
As nominee for lender.

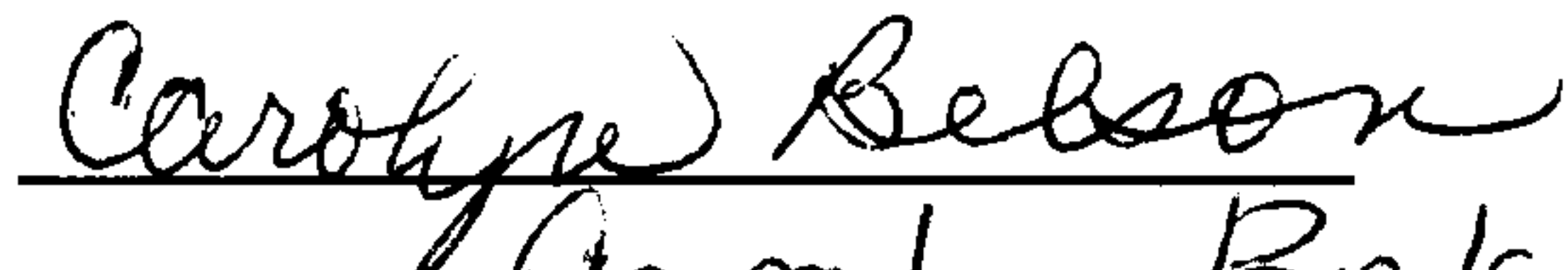
WITNESSED BY:



Printed Name: Gregory Izard

BY 

Theresa WynDham
Assistant Secretary



Printed Name: Carolyn Belson



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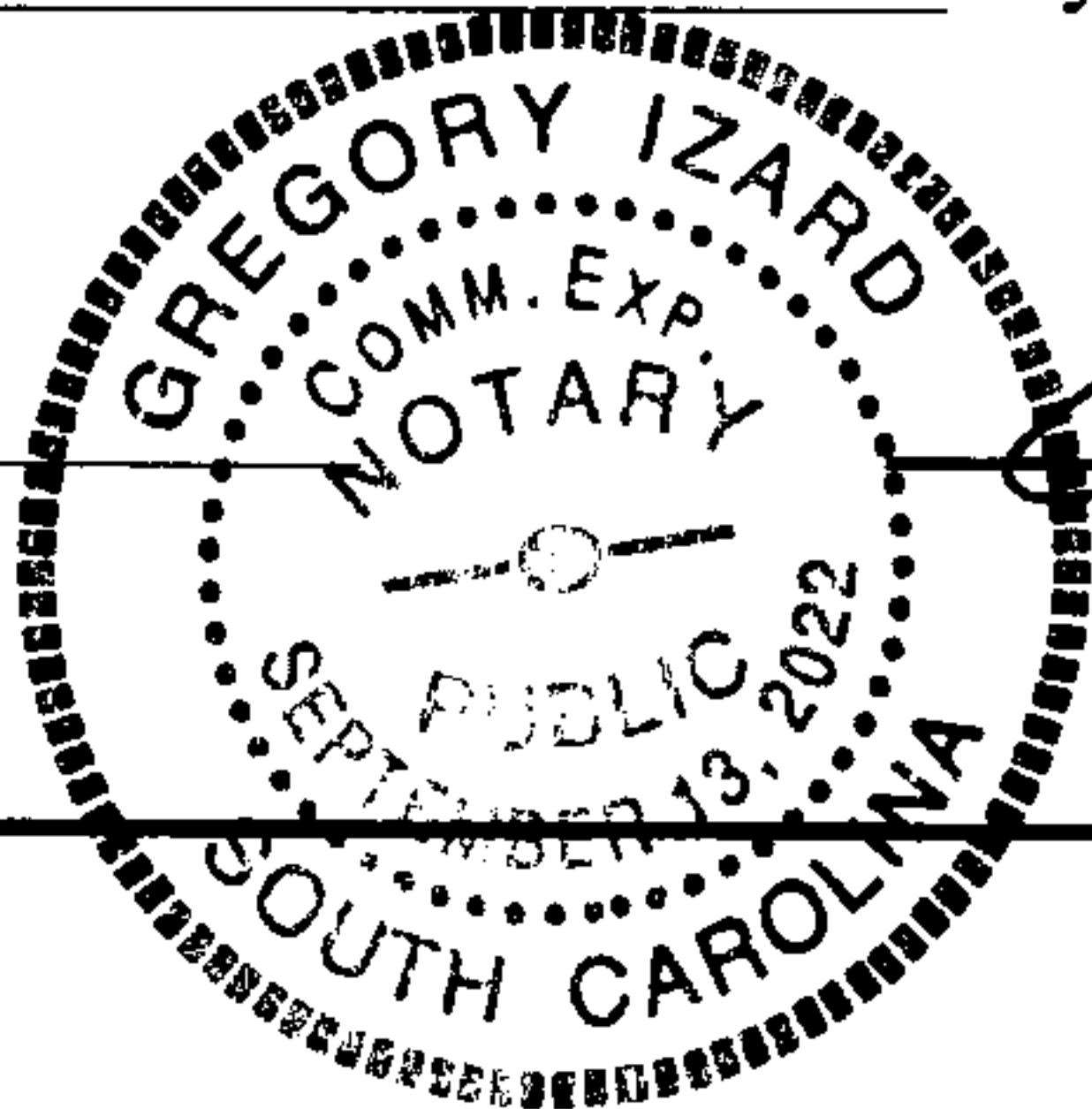
STATE OF South Carolina)

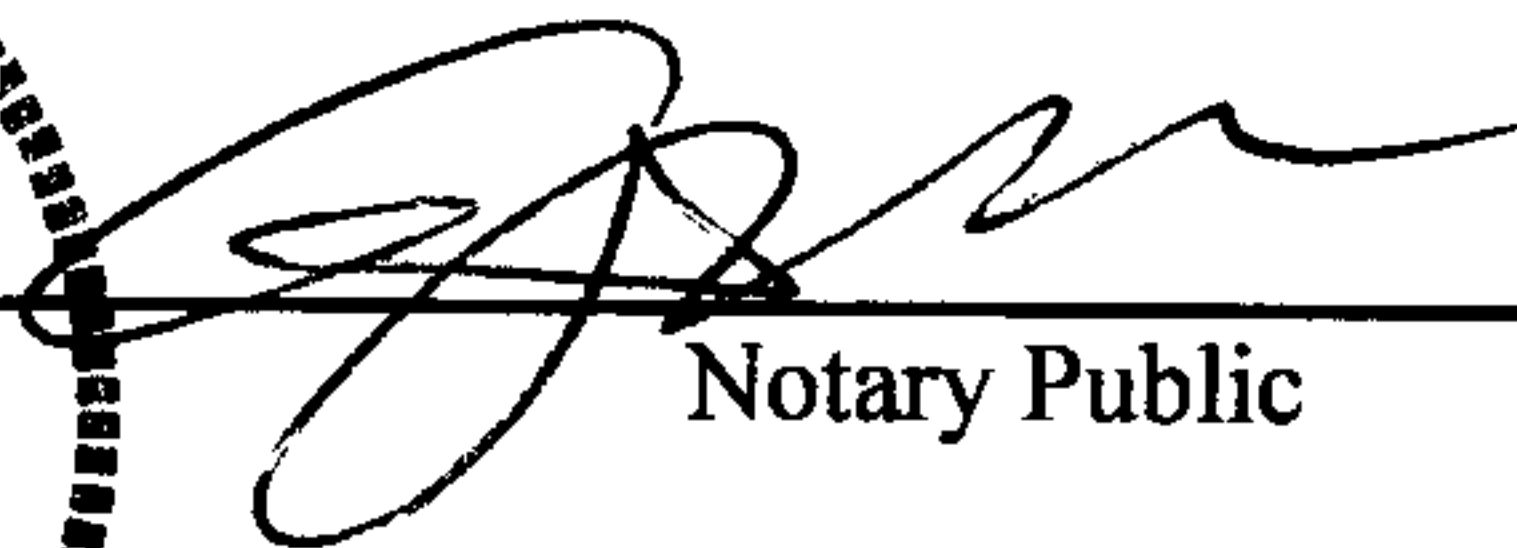
COUNTY OF Greenville)

I, GREGORY IZARD, Notary Public of said County, do hereby certify that, Theresa WynDham
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 2 day of FEB, 2015.

My Commission Expires: _____




Notary Public

Notary Public of South Carolina

Loan #


6991629417

Customer #
0042133

BB&T Mortgage

EXHIBIT "A"

LOT 44, ACCORDING TO THE SURVEY OF FINAL PLAT OF SADDLE LAKE FARMS, SECOND ADDITION, PHASE 3, 4, 5, 6 AND 7, AS RECORDED IN MAP BOOK 29, PAGE 34, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA


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