



2021-769338 5/25/2021 11:24 AM PAGE: 1 OF 7
FEES: \$30.00 PK MODIFICATION OF MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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Return To: Branch Banking & Trust
111 Millport Circle
Greenville, SC 29607

Prepared By: DEANN C ORTIZ
111 Millport Circle
Greenville, SC 29607

Tax ID: 0000000182
MIN NO: 1002821 0910065232 6

BB&T Loan No: 6890849383

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), is effective June 1, 2021, between TRAVIS HETLAND ("Borrower") and ELIZABETH HETLAND ("Borrower") husband and wife, as tenants by the entirety and Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for lender Truist Bank ("BB&T now Truist" or "BB&T") ("Lender"), its successor assigns, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") securing the Note, and recorded on June 28, 2017 in Instrument No.: 2017-735699 in the Office of the Registry of Sheridan County and (2) the Note made by the Borrower dated June 28, 2017 in the original sum of U.S \$212,121.00. 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:

**266 HWY 335
BIG HORN, WY 82833**

The real property described being set forth as follows:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF;

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 \$199,098.06. 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 \$6,778.02 has been added to the indebtedness under the terms of the Note and Security Instrument, resulting in a total indebtedness due as of May 1, 2021 of U.S \$205,876.08 (the new "Unpaid Principal Balance").

Borrower Initial: TH

Borrower Initial: EH



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2. 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 2.875%, from May 1, 2021. Borrower promises to make monthly payments of principal and interest of U.S. \$854.16, beginning on June 1, 2021 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 2.875% will remain in effect until principal and interest are paid in full. If on May 1, 2051 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, 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, Home Mortgage Payment Center, P.O. Box 580302, Charlotte, NC 28258-0302 or such other place as the Lender may require.

3. 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 the Security Instrument.

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.

4. 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 of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that 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.

5. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.

6. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.

Borrower Initial: TH

Borrower Initial: BH



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- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

- (g) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the [Mortgagee] [Beneficiary] of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, and a street address of 1901 Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS.

Borrower Initial: PH

Borrower Initial: EH



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MIN NO: 1002821 0910065232 6

BB&T Loan Number: 6890849383

(Individual Acknowledgement)

Witness our hands and seals to this Agreement this 27 day of April, 2021.

Tara Dollison
Witness Signature

BY: Travis Hetland
TRAVIS HETLAND

TARA Dollison
Witness Printed Name

BY: Elizabeth Hetland
ELIZABETH HETLAND

Shane Hennig
Witness Signature

Shane Hennig
Witness Printed Name

STATE OF Wyoming

COUNTY OF Sheridan

I, Heather Heiling, a Notary Public of said county do hereby certify that **TRAVIS**

HETLAND and ELIZABETH HETLAND, Borrower(s) has acknowledged the execution of the foregoing

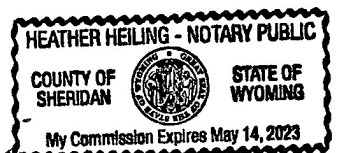
AGREEMENT, by means of physical presence this 27 day of April, 2021.

NOTARY PUBLIC FOR STATE OF Wyoming

My Commission Expires: May 14, 2023

Heather Heiling

Notary Public



Please Note: Branch Banking and Trust Company has changed its name and is now known as Truist Bank.



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LEGAL DESCRIPTION

A tract of land situated in the NW1/4NW1/4 of Section 4, Township 54 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, said tract more particularly described as follows:

Beginning at a point on the centerline of State Highway 335, said point being S58°07'13"E, 1566.64 feet from the NW Corner of said Section 4 (3" brass cap per P.E. and L.S. 537); thence S89°39'35"W, 16.77 feet upstream along the centerline of Jackson Creek to a point; thence S74°53'52"W, 35.23 feet upstream along said centerline to a point; thence N72°28'29"W, 33.13 feet upstream along said centerline to a point; thence S64°20'58"W, 15.74 feet upstream along said centerline to a point; thence S17°34'25"W, 18.75 feet upstream along said centerline to a point; thence S04°10'00"E, 28.59 feet upstream along said centerline to a point; thence S38°09'05"W, 42.75 feet upstream along said centerline to a point; thence S63°57'36"W, 33.33 feet upstream along said centerline to a point; thence S42°04'42"W, 18.40 feet upstream along said centerline to a point; thence S16°46'19"W, 46.48 feet upstream along said centerline to a point; thence S20°55'41"E, 46.25 feet upstream along said centerline to a point; thence S01°54'17"W, 43.08 feet upstream along said centerline to a point; thence S08°29'24"W, 34.05 feet upstream along said centerline to a point; thence S58°58'05"W, 8.64 feet upstream along said centerline to a point; thence S45°23'29"E, 37.46 feet to a point on a fence line; thence N87°08'50"E, 152.89 feet along said fence line to a point on the centerline of said State Highway; thence N00°02'30"E, 302.01 feet along said centerline to the point of beginning.

EXCEPTING THEREFROM that certain tract of land conveyed to the Transportation Commission of Wyoming by Warranty Deed recorded June 1, 2001 in Book 424 at Page 42.



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April 13, 2021

BB&T Loan No.: 6890849383
Min No.: 1002821 0910065232 6

TRAVIS HETLAND
ELIZABETH HETLAND
266 HWY 335
BIG HORN, WY 82833

Exhibit "B"
**ERRORS AND OMISSIONS
COMPLIANCE AGREEMENT**

In consideration of Truist Bank, formerly known as Branch Banking and Trust Company (the "Lender") agreeing to modify the referenced loan (the "Loan") to TRAVIS HETLAND and ELIZABETH HETLAND, the Borrower(s) agree 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.

Please Note: Branch Banking and Trust Company has changed its name and is now known as Truist Bank.

BY: 

TRAVIS HETLAND

4-27-21
Date:

BY: 

ELIZABETH HETLAND

4/27/21
Date:

BB&T Mortgage Loan No: 6890849383

MIN NO: 1002821 0910065232 6
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 29th day of April, 2021.

Mortgage Electronic Registration Systems Inc.
(MERS) as nominee for lender Truist Bank ("BB&T now
Truist" or "BB&T") ("Lender") its successors and assigns.

WITNESSED BY:

Quandisha Sullivan
Printed Name: Quandisha Sullivan

BY Michael Sloper
Assistant Secretary

Bridget Russell
Printed Name: Bridget Russell

STATE OF South Carolina
COUNTY OF Greenville

I, Kimberly Rachelle McCleer, Notary Public of said County, do hereby certify that, Michael Sloper
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 29th day of April, 2021.

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

Please Note: Branch Banking and Trust Company has changed its name and is now known as Truist Bank.