

146584

BOOK 232 PAGE 252

AFTER RECORDING RETURN TO:  
First Horizon Home Loan Corporation

4000 Horizon Way  
Irving, TX 75063  
Construction Lending

FILED FOR RECORD  
SKANEATELE WASH  
BY SKANEATELE CO. JUDGE

Nov 14 9 45 AM '02

*Amos*  
J. MICHAEL SANWISON

W 1/2 SW 1/4 SEC 15 T3N R10E

Loan Number: 0028890804

[Space Above This Line For Recording Data]

PARCEL ID: 03101500100300

### LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 8th day of November, 2002, between Richard Kornbrath and Janis Biskis, husband and wife

First Horizon Home Loan Corporation

("Borrower") and

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated May 3, 2002 and recorded in Book or Liber 224 at page(s) 142, of the

Official

Records of Skaneatele County, Washington

[Name of Records]

[County and State, or other Jurisdiction]

and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

342 Lacock Kelchner Road, Underwood, WA 98651

[Property Address]

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof.

Assessor's Parcel Number: 03-10-15-0-0-1003-00

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

Initials: *UIC*

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument  
—THE COMPLIANCE SOURCE, INC.—  
www.compliance-source.com

Page 1 of 3

Form 3179 1/01 (rev. 8/01)

23763M(U) 0001  
©2001, The Compliance Source, Inc.



801. As of November 8, 2002, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 117,000.00, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.

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 6.625 %, from November 14, 2002. Borrower promises to make monthly payments of principal and interest of U.S. \$ 749.16, beginning on the 1st day of January, 2003, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.625 % will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on December 1, 2032 (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.

Borrower will make such payments at P.O. Box 146, Memphis, TN 38101 or at such other place as 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 this 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 given in accordance with Section 15 within which Borrower must pay all sums secured by this 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 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

Initials: *RL*

(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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. 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

First Horizon Home Loan Corporation (Seal) Richard Kornbrath (Seal)  
-Lender -Borrower

By: Janice A. Mullis Janis Biskis (Seal)  
-Borrower

State of Washington (Space Below This Line For Acknowledgment)  
County of Skamania

This instrument was acknowledged before me on November 12, 2002  
by Richard Kornbrath and Janis Biskis

Notary Public  
State of Washington  
JAMES R COPELAND, JR  
MY COMMISSION EXPIRES  
September 13, 2003

Notary Public



A parcel of land in the West Half of the Southwest Quarter of Section 15, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Commencing at the point of Beginning which is on the West line of said West Half of the Southwest Quarter, North 01 degrees 03' 48" East 1169.28 feet from a State of Washington brass cap monumenting the Southwest corner of said Section 15; thence North 01 degrees 03' 48" East along said West line a distance of 1474.57 feet to the Northwest corner of said West Half of the Southeast Quarter which is a Lawson brass cap; thence South 88 degrees 25' 24" East along the North line of said West Half of the Southwest Quarter, a distance of 731.75 feet; thence South 01 degrees 50' 11" West, a distance of 1279.71 feet to the centerline of the Skamania County Newell Road easement; thence South 65 degrees 10' 01" West along said centerline, a distance of 111.93 feet to the beginning of a curve having a radius of 1130.04 feet and a central angle of 11 degrees 14' 58" and being subtended by a chord which bears South 50 degrees 40' 42" West 221.52 feet; thence Southwesterly along said curve, a distance of 221.87 feet; thence leaving said centerline North 88 degrees 25' 24" West, a distance of 445.05 feet more or less to the point of beginning.

EXCEPT portions of the Newell, Lacock-kelchner, and any other unvacated Skamania County Road easement that lies within this land description.

8  
2  
3  
0  
0  
1

## CORPORATE ACKNOWLEDGMENT

State of Oregon

§  
§  
§

County of Clackamas

The foregoing instrument was acknowledged before me on Nov 11, 02 [date],  
by Janice A. Miller Vice-President  
[name of officer or agent, title of officer or agent] of First Horizon Home Loan Corporation  
[name of corporation acknowledging],  
A Kansas Corporation [state or place of incorporation], on behalf of the corporation.

(Seal)



Jocelyn M. Coats  
Notary Public, State of Oregon

My Commission Expires: 9-4-06