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Date: 06/15/2004 11:32A
Filed by: CLARK COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$23.00

AFTER RECORDING RETURN TO:
First Horizon Home Loan Corporation

4949 SW Meadows Road, Suite 200
Lake Oswego, OR 97035
Construction Lending #7545

SECTION 26, TOWNSHIP 2, RANGE 5 SE 1/4
(Space Above This Line For Recording Data)

Loan Number: 0043462266

PARCEL ID: 02-05-26-0-0-2000-00

85598 LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 27th day of May, 2004 ,
between JEFFREY A. WILLIAMS and KIMBERLY J. WILLIAMS, husband and wife

("Borrower") and

First Horizon Home Loan Corporation

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely
Payment Rewards Rider, if any, dated June 12, 2003 and recorded in Book or Liber 244 ,
at page(s) 382 149129 , of the OFFICIAL Records of SKAMANIA 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
262 MCCLOSKEY CREEK ROAD, WASHOUGAL, WA 98671 ,
[Property Address]

the real property described being set forth as follows:

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SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

APN: 02-05-26-0-0-2000-00

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):



1. As of May 27, 2004, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 191,250.00, 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 6.125 %, from May 28, 2004. Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,162.06, beginning on the 1st day of July, 2004, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.125 % 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 June 1, 2034 (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
 - (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)
-Lender

Jeffrey A. Williams
JEFFREY A. WILLIAMS (Seal)
-Borrower

By: _____

Kimberly J. Williams
KIMBERLY J. WILLIAMS (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Space Below This Line For Acknowledgment]

State of WASHINGTON

County of CLARK

This instrument was acknowledged before me on May 28 2004
by JEFFREY A. WILLIAMS and KIMBERLY J. WILLIAMS

JONATHAN M. OCAMPO
NOTARY PUBLIC
STATE OF WASHINGTON
My Commission Expires
JULY 15, 2007

Jonathan M. Ocampo
Notary Public



State of **Oregon**)
)
County of **Clackamas**)

The foregoing instrument was acknowledged before me on June 1, 2004 [date], by Rick W. Johnson, Vice President of First Horizon Home Loan Corporation, a Kansas Corporation, on behalf of the Corporation.



(Seal)

Notary Public, State of OREGON

My Commission Expires:

Exhibit A

A tract of land located in the South half of the Southeast quarter of Section 26, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point on the South line of the said Section 26, West 750 feet from the Southeast corner of the said Section 26; thence North 13°30' East 350 feet to an iron pipe, said point being the initial point of the tract hereby described; thence North 13°30' East to the Southerly boundary of the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines; thence Westerly following the Southerly boundary of said strip of land to the Easterly right of way line of the County Road known and designated as the McClosky Creek Road; thence in a Southwesterly direction following the Easterly right of way line of said road to a point 600 feet distant, measured along the Easterly right of way line, from the South line of the said Section 26; thence in a Southeasterly direction 890 feet, more or less, to the initial point.