

Return Address:

Sc# 25803

Document Title(s) or transactions contained herein: Modification Agreement Recording # 45070979	
GRANTOR(S) (Last name, first name, middle initial) First Horizon Home Loans	
<input type="checkbox"/> Additional names on page _____ of document.	
GRANTEE(S) (Last name, first name, middle initial) Dye, Herbert + Ruth	
<input type="checkbox"/> Additional names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter) See Attached Sec 20, T3N, R10E	
<input type="checkbox"/> Complete legal on page _____ of document.	
REFERENCE NUMBER(S) of Documents assigned or released: Book 252 page 11	
<input type="checkbox"/> Additional numbers on page _____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER 03-10-20-0-0-0401-00	
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned	
<input type="checkbox"/> Additional parcel numbers on page _____ of document.	
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.	
I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.	
Company Name:	First Horizon Home Loans
Signature/Title:	[Signature] Loan Administration

After Recording Return To:
FHHLC-Post Closing Mail Room
1555 W. Walnut Hill Ln. #200 MC 6712
Irving, TX 75038
Loan Number: 0045078979

ETR 25803

(Space Above this Line for Recording Data)

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

This Loan Modification Agreement ("Agreement"), made this **1st** day of **JULY**,
2004, between **HERBERT T DYE & RUTH A DYE, Husband & Wife**

FIRST HORIZON HOME LOAN CORPORATION ("Borrower") and
("Lender"),
amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed ("The Security Instrument"), dated
10/02/2003 and recorded in Book or Liber **0252 PAGE 11**,
of the Land / Official Records of **Skamania** County, 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
32 RAVEN VIEW ROAD, UNDERWOOD, Washington 98651

(Property Address)

the real property described being set forth as follows:

**ALL THAT TRACT OR PARCEL OF LAND AS SHOWN ON EXHIBIT 'A' ATTACHED
HERETO WHICH IS INCORPORATED HEREIN AND MADE A PART HEREOF.**

Initials *HT* *RD*

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 documents 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.

7. No Oral Agreements: THE WRITTEN LOAN AGREEMENTS REPRESENT THE FINAL AGREEMENTS 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.

ACCEPTED AND AGREED TO BY THE
OWNER AND HOLDER OF SAID NOTE
FIRST HORIZON HOME LOAN CORPORATION

By: Devin B Hall

Herbert T Dye
Borrower HERBERT T DYE

Its: Vice President

Ruth A Dye
Borrower RUTH A DYE

Borrower

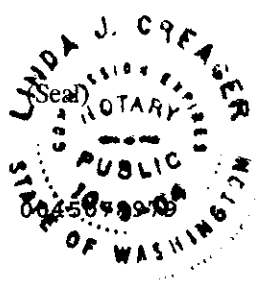
Borrower

State of Washington

County of Klickitat

Before me, a Notary Public on this day personally appeared Herbert T Dye & Ruth A Dye known to me (or proved to me on the oath of Drivers license (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledgement to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of this office this 7th day of July, 2004



Linda J Creager
Notary Public
expires 09-09-04

DOC # 2004153975
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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):

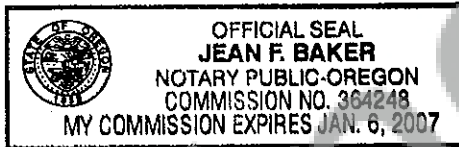
1. As of 7/01/2004, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 500,000.00. Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of the Lender the sum of U.S. \$ 500,000.00 (the "Principal Balance"), consisting of the amount(s) loaned to borrower by Lender and any interest capitalized to date.
2. Borrower promises to pay the Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Principal Balance at the yearly rate of 6.875 %, from 7/01/2004. Borrower promises to make monthly payments of principal and interest of U.S. \$ 3,284.65, beginning on the 1st day of SEPTEMBER, 2004, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on 8/01/2034 (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. The lien and security interest secured by this Agreement is a "Renewal and Extension" effective as of 7/01/2004. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended until the indebtedness evidenced by the Note, as renewed, modified, and extended hereby, has been fully paid. Lender and Borrower acknowledge and agree that such extension, renewal, amendment, modification or rearrangement shall in no manner affect or impair the Note or the liens and security interests securing same, the purpose of this Agreement being simply to extend, modify, amend or rearrange the time and the manner of payment of the Note and the indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note (including if applicable any and all vendor's liens securing the Note), which are expressly acknowledged by the Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note. The Borrower hereby expressly waives the benefit of any and all statutes of limitation which might otherwise inure to Borrower's benefit, or be in any way applicable to Borrower's obligations under the terms of any and all instruments described herein.
4. 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 delivered or mailed within which the 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.
5. 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

0045078979
Initials RP RS

CORPORATE ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me on **July 8, 2004** [date], by **Darci B. Hall, Vice President of First Horizon Home Loan Corporation, a Kansas Corporation**, on behalf of the Corporation.



Jean F. Baker

(Seal)

Notary Public, State of **OREGON**

My Commission Expires: *January 6, 2007*

EXHIBIT 'A'

PARCEL I

A tract of land in the Northeast Quarter of the Southeast Quarter and the South 330 feet of the Southeast Quarter of the Northeast Quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, Washington, described as follows:

Commencing at the Southeast corner of said Section 20; thence North $00^{\circ}05'48''$ East a distance of 1155.19 feet to the initial point of the Plat of Underwood Crest Addition; thence North $00^{\circ}10'16''$ East along the East line of said Plat 952.90 feet to the Northeast corner thereof and True Point of Beginning of this Description; thence South $82^{\circ}23'35''$ West along the North line of said Plat 593.00 feet to the Northwest corner thereof; thence South $00^{\circ}10'16''$ West 206.80 feet along the West line of said Underwood Crest Addition to a point; thence Westerly 450 feet; thence North $00^{\circ}10'16''$ East a distance of 206.80 feet, more or less; thence Easterly 450 feet to a point that is 593 feet Westerly of the point of beginning; thence North 963 feet to the North line of the South 330 feet of the Southeast Quarter of the Northeast Quarter of Section 20; thence Easterly along said North line 553 feet to a point on the existing fence, said point begin 26.45 feet West of the East line of said Section 20; thence South $1^{\circ}27'41''$ West along said fence line 876.7 feet to the True Point of Beginning of this description.

EXCEPT that portion lying within Underwood Crest.

ALSO EXCEPT that portion lying within the Johnny Olson Short Plat, recorded in Book 2 of Short Plats, Page 94, Skamania County Records.

PARCEL II

A tract of land in the Northeast Quarter of the Southeast Quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of Lot 1, Block 1, Underwood Crest Addition; thence North 606 feet; thence West parallel with the North line of said Southeast Quarter a distance of 100 feet; thence South parallel with the East line of said Southeast Quarter to the centerline of the Right of Way of Ashley Drive, as established and traveled October 1, 1977; thence Northeasterly along said centerline to a point that is due South of the Point of Beginning; thence North to the Point of Beginning.

EXCEPT Right of Way of Ashley Drive.

EXCEPT the Southerly 206 feet thereof.