

Doc # 2005156897
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Date: 04/12/2005 01:30P
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$24.00

After Recording Return To:
FHHLC-Post Closing Mail Room
1555 W. Walnut Hill Ln #200 MC 6712
Irving, TX 75038
Loan Number: 0049060551

SCR 26946 (Space above this Line for Recording Data)

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate with Balloon Provision)

This Loan Modification Agreement ("Agreement"), made this 5th day of APRIL, 2005, between LARRY S OSTLER &, KIM J OSTLER, Husband & Wife, ("Borrower") and FIRST HORIZON CORPORATION D/B/A FIRST HORIZON HOME LOANS ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed ("The Security Instrument"), dated 7/15/2004 and recorded in 2004153904 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 281 CLEARVIEW LANE, STEVENSON, Washington 98648 (Property Address)

The real property described being set forth as follows:
All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.

Sec 25, T3N, R7E
03-07-25-4-0-0202-00

Initials LSW

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 **4/05/2005**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **49,550.00**. 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. \$ **49,550.00** (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 **8.375** %, from **4/05/2005**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **376.62**, beginning on the **1st** day of **JUNE**, **2005**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **May 1st, 2020** (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 **PO BOX 31, 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 **4/05/2005**. 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.

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Initials JS KG

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 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.
6. 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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

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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 CORPORATION
D/B/A FIRST HORIZON HOME LOANS

By: Cindy J. Jevgen
Its: A.U.P.

Larry S. Ostler
Borrower LARRY S OSTLER

Kim J. Ostler
Borrower KIM J OSTLER

Borrower

Borrower

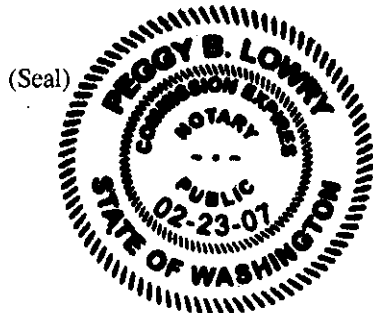
State of Washington
County of Skamania

Before me, a Notary Public on this day personally appeared

LARRY S OSTLER
KIM J OSTLER

known to me (or proved to me on the oath of Larry S. Ostler & Kim J. Ostler, through Washington 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 8th day of April, 20 05

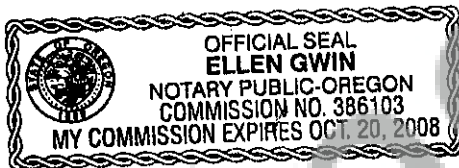


Peggy B Lowry
Notary Public

CORPORATE ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me on **April 11, 2005** [date],
by **Darci B. Hall**, Vice President of **First Horizon Home Loan Corporation**,
a **Kansas Corporation**, on behalf of the Corporation.



(Seal)

A handwritten signature in dark ink, appearing to be 'Ellen Gwin', is written over a solid horizontal line.

Notary Public, State of **OREGON**

My Commission Expires: **October 20, 2008**

EXHIBIT 'A'

A portion of the Northeast Quarter of the Southeast Quarter of Section 25, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at a ½ inch iron rod marking the Northeast corner of Lot 2 of the "Meadow Short Plat", recorded in Book 3 of Short Plats, Page 341, Skamania County Auditor Records, (said point also being the Northwest corner of the "Esch tract" as described in Book 77 of Deeds, Page 842, Skamania County Auditor Records); thence North 88°49'33" West, along the North line of Lot 2, for a distance of 20.00 feet to a ½ inch iron rod set in a "2000 Hagedorn, Inc. Survey" and the True Point of Beginning; thence South 01°37'15" West, 224.75 feet to a ½ inch iron rod, ("2000 Hagedorn, Inc. Survey"); thence South 01°48'54" West, 177.05 feet to a ½ inch iron rod ("2000 Hagedorn, Inc. Survey"); thence North 88°49'33" West, for a distance of 178.03 feet to the center of a 50 foot radius cul-de-sac at the terminus of "Clear View Lane" (Short Plat 3-341); thence North 75°33'51" West, along the centerline of "Clear View Lane" (Short Plat 3-341), for a distance of 22.00 feet; thence leaving the centerline of "Clear View Lane" North 02°01'03" East, for a distance of 40.42 feet to the Northerly right-of-way line of "Clear View Lane" (Short Plat 3-341); thence Southwesterly, along the arc of a 50 foot radius curve to the left, (the radius point of which bears South 23°25'53" East), through a central angle of 27°30'25", for an arc distance of 24.00 feet to a point of reverse curvature; thence along the arc of a 10 foot radius curve to the right, through a central angle of 65°24'10", for an arc distance of 11.41 feet to a ½ inch iron rod (Short Plat 3-341); thence leaving said Northerly right-of-way line, North 02°24'58" East, for a distance of 374.78 feet to a ½ inch iron rod at the Northwest corner of Lot 2 (Short Plat 3-341); thence North 88°49'33" East along the North line of Lot 2, for a distance of 223.29 feet to the True Point of Beginning.