Doc # 2005157657
Page 1 of 6
Date: 06/15/2005 02:21P
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: 0049127269

SCTC 27900 (Space Above this Line for Recording Data)

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 3rd day of JUNE, 2005, between
KRIS A SKRUTVOLD & MARY B EDWARD, Husband & Wife
("Borrower") and
FIRST HORIZON HOME LOAN CORPORATION ("Lender"),
amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed ("The Security Instrument"), dated 6/17/2004 and recorded in 2004153555, 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
7752 USFS 90 ROAD, COUGAR, Washington 98616
(Property Address)

the real property described being set forth as follows:
A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:
LOT 1 OF THE MARBLE CREEK SHORT PLAT, RECORDED IN AUDITOR FILE NO. 2004152964, SKAMANIA COUNTY RECORDS.
TOGETHER WITH A 60 FOOT DRIVEWAY AND UTILITY EASEMENT AS DISCLOSED BY INSTRUMENT RECORDED IN BOOK 252, PAGE 486.

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 6/09/2005, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. $ 224,178.00. 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. $ 224,178.00 (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 6.375 %, from 6/09/2005. Borrower promises to make monthly payments of principal and interest of U.S. $ 1,398.58, beginning on the 1st day of AUGUST, 2005, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on 7/01/2035 (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 809, 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 6/03/2005. 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.

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 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: David B Hall

Its: Vice President

Kris A Skrutvold
Borrower KRIS A SKRUTVOLD

Kris A Skrutvold as attorney
Borrower MARY B EDWARD

in fact for Mary B Edward
Borrower

Borrower

State of WASHINGTON :
County of SKAMANIA :

Before me, a Notary Public on this day personally appeared
KRIS A SKRUTVOLD & MARY B EDWARD

known to me (or proved to me on the oath of ______________________________, through ______________________________ (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 ________ day of ____________________, 20____

Notary Public

(Seal)

Corporate Acknowledgement

Before me, the undersigned authority, on this day appeared
A of
subscribed to the foregoing instrument, and acknowledged to me that __________ executed the same for the purposes and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated.

Given under my hand and seal of this office this ________ day of ____________________, 20____

Notary Public

(Seal)

CORPORATE ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me on **June 3, 2005** *[date]*, by Darci B. Hall, Vice President of **First Horizon Home Loan Corporation, a Kansas Corporation**, on behalf of the Corporation.

OFFICIAL SEAL
MICHELE F S PERRYMAN
NOTARY PUBLIC - OREGON
COMMISSION NO. 373398
MY COMMISSION EXPIRES OCTOBER 6, 2007

(Seal)

Notary Public, State of **OREGON**

My Commission Expires: **October 6, 2007**

STATE OF WASHINGTON, } ss.
County of Skamania

ACKNOWLEDGMENT - Attorney in Fact

On this ________ day of ______________________________, 19 ______ , before me personally appeared ______________________________ to me known to be the individual who executed the foregoing instrument as Attorney in Fact for ______________________________
and acknowledged that (he/she) signed the same as (his/her) free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

GIVEN under my hand and official seal the day and year last above written.

____
Notary Public in and for the State of Washington, residing at

My appointment expires ______________________________

STATE OF WASHINGTON, } ss.
County of Skamania

ACKNOWLEDGMENT - Self & Attorney in Fact

On this 10th day of June, 2005, before me personally appeared Kris A. Skrutvold to me known to be the individual described in and who executed the foregoing instrument for Him self and as Attorney in Fact for Mary B. Edward and acknowledged that He signed and sealed the same as Her free and voluntary act and deed for Him self and also as His free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living, and is not incompetent.

GIVEN under my hand and official seal the day and year last above written.

JULIE A. ANDERSEN
COMMISSION EXPIRES
NOTARY PUBLIC
JULY 17, 2006
STATE OF WASHINGTON

Julie A. Andersen
Notary Public in and for the State of Washington, residing at Carson

My appointment expires 7-17-2006

WA-46B (11/96)

This jurat is page _____ of _____ and is attached to ______________________________ dated ____________________.