

Doc # 2006161346

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Date: 04/28/2006 09:43A

Filed by: FIRST AMERICAN EQUITY LOAN SVC

Filed & Recorded in Official Records

of SKAMANIA COUNTY

J. MICHAEL GARVISON

AUDITOR

Fee: \$69.00

**When Recorded Return to:**



WATERS, JAMES T  
Memphis, TN 38119

Record and Return To:  
United General Title Ins  
Fiserv-600A N. JohnRodes Blv.  
Melbourne, FL 32934

[Space Above This Line For Recording Data]

**MODIFICATION TO HOME EQUITY LINE OF CREDIT  
AGREEMENT AND OPEN-END DEED OF TRUST**

**Reference Numbers of Documents Modified:**

Deed of Trust of the same date recorded in Document number 2005156715 of the Official Records of Skamania County, Washington (the "Security Instrument")<sup>1</sup>, covering real property located at 401 Maple Way, Stevenson, Washington 98648.

Grantor(s): James T Waters and Debra K Waters, Husband and Wife

Grantee(s): First Horizon Corporation d/b/a First Horizon Home Loans

Trustee: Fidelity National Title Ins Co of WA

Legal Description: SECTION 36, TOWNSHIP 3 NORTH, RANGE 7 EAST OF W.M.

Assessor's Property Tax Parcel or Account Number: 03-07-36-2-0-1100-00

<sup>1</sup> If there will not be any modification of the Security Instrument, i.e. no increase in the credit limit, it is not necessary to complete the recording information for the Security Instrument.

THIS MODIFICATION AGREEMENT (this "Agreement") is made between FIRST HORIZON CORPORATION D/B/A FIRST HORIZON HOME LOANS and James T Waters and Debra K Waters, Husband and Wife ("Borrower"). In this Agreement the words "you" and "your" mean each person, individually and jointly, who signs this Agreement as "Borrower". The words "we," "us" and "our" mean FIRST HORIZON CORPORATION D/B/A FIRST HORIZON HOME LOANS.

WHEREAS, Borrower has entered into a Home Equity Line of Credit Agreement and Disclosures under the Federal Truth-In-Lending Act (the "Line of Credit Agreement") with us, dated March 8, 2005, which is secured by a Deed of Trust of the same date covering real property located at 401 Maple Way, Stevenson, Washington 98648 (the "Property"), (collectively, the "Loan Documents"); and

WHEREAS, you desire that we agree to certain changes to the Line of Credit Agreement as hereinafter set forth.

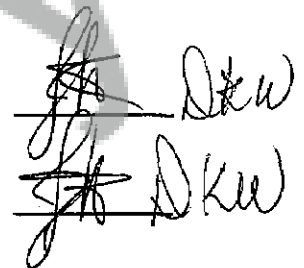
NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, you agree with us as follows:

**A. AMENDMENT OF LINE OF CREDIT AGREEMENT.** Effective as of April 5, 2006 (the "Effective Date"), the Line of Credit Agreement shall be modified with respect to such of the following items as are initialed by Borrower:

Borrower's Initials

1. The Credit Limit specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will be increased from \$100,000 to \$170,000.

2. Your Rate Differential (Margin above Prime) specified in the paragraph of the Line of Credit Agreement entitled "Rates" will be decreased from -0.40% to -0.65 %.

The block contains two sets of handwritten initials. The top set consists of 'JTW' and 'DKW' written in dark ink. The bottom set consists of 'JTW' and 'DKW' written in dark ink. The initials are positioned to the right of the numbered list items.

**B. MODIFICATION OF SECURITY INSTRUMENT.** As of the Effective Date, the Security Instrument shall be modified to increase the principal sum that may be secured thereby from \$100,000 to \$170,000.

**C. OTHER TERMS**

1. Except as to changes described in Section B of this Agreement, this Agreement shall not affect our security interest in, or lien priority on, the Property.

2. This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

3. We do not waive our right to: (i) prohibit or restrict any future amendments or modifications you may request, or (ii) enforce any of our rights or remedies under any of the Loan Documents.

4. Except as amended by this Agreement, all terms and conditions of the Loan Documents shall remain in full force and effect. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of a Loan Document, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date established herein.

WITNESS:

Sign Name:

Print Name:

Sign Name:

Print Name:

BORROWER:

James T. Waters

Date:

Debra K. Waters

Date:

FIRST HORIZON CORPORATION D/B/A FIRST  
HORIZON HOME LOANS

By:

Name: Lisa A Garry

Title: Limited Vice President

Date:

Vicki Hayes

ACKNOWLEDGEMENTS<sup>2</sup>

STATE OF WASHINGTON, COUNTY OF Skemaia, to wit:

Before me, a Notary Public for the state and county aforesaid, personally appeared James T Waters and Debra K Waters, Husband and Wife, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal at Skemaia Washington on this 5<sup>th</sup> day of April, 2006.

A.M. Byrne-Danley  
Print Name: J.A.M. BYRNE-DANLEY  
Notary Public

My Commission expires: 1-3-2010



<sup>2</sup> If there will not be any modification of the Security Instrument, i.e. no increase in the credit limit, it is not necessary to provide acknowledgements for this Agreement.

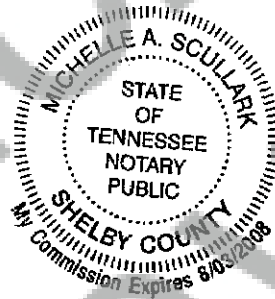
STATE OF TENNESSEE, COUNTY OF SHELBY, to wit:

Before me, a notary public of the state and county mentioned, personally appeared Lisa A Garry, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a Limited Vice President of First Horizon Corporation d/b/a First Horizon Corporation, and that, in her capacity as a Limited Vice President of the said corporation and on its behalf, she executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Limited Vice President.

Witness my hand and seal, on this 10 day of April, 2006.

Michelle A. Scullark [SEAL]  
Print Name: Michelle A. Scullark  
Notary Public

My commission expires on 8/3/08.



## **SCHEDULE "A"**

**ALL THAT PORTION OF LOT 6, IGNAZ WACHTER SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, ACCORDING THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE AUDITOR OF SKAMANIA COUNTY, WASHINGTON, LYING SOUTHERLY OF THE COUNTY ROAD EXTENDING IN AN EASTERLY AND WESTERLY DIRECTION ACROSS SAID LOT 6.**

**EXCEPT THAT PORTION THEREOF WHICH LIES WITHIN THE 300 FOOT STRIP OF LAND ACQUIRED BY THE UNITED STATES OF AMERICA FOR THE BONNEVILLE POWER ADMINISTRATION'S ELECTRIC POWER LINES.**

**EXCEPT THAT PORTION CONVEYED TO SKAMANIA COUNTY BY INSTRUMENT RECORDED NOVEMBER 23, 1971, IN BOOK 63, PAGE 537.**

**KNOWN: 401 MAPLE WAY**