

Doc # 2007167816
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Date: 09/27/2007 12:36P
Filed by: FIRSERV LENDING SOLUTIONS
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$46.00

When Recorded Return to:



PRUSSING, MARK

Record and Return To:
United General Title Ins
Fiserv—600A N.JohnRodes Blvd
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 INSTRUMENT NUMBER 2006161047 of the Official Records of SKAMANIA County, Washington (the "Security Instrument")¹, covering real property located at 91 CIRCLE DRIVE, UNDERWOOD, WASHINGTON 98651.

Grantor(s): MARK PRUSSING , A SINGLE PERSON

Grantee(s): FIRST HORIZON HOME LOAN CORPORATION

Trustee: FIDELITY NATIONAL TITLE INS CO OF WA 401 SW FOURTH AVENUE, PORTLAND,
97204

Legal Description: LOT 25, OF SOOTER TRACTS

Assessor's Property Tax Parcel or Account Number: 03102214060000

¹ 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 HOME LOAN CORPORATION and MARK PRUSSING, A SINGLE PERSON ("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 HOME LOAN CORPORATION.

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 03, 2006, which is secured by a Deed of Trust of the same date covering real property located at 91 CIRCLE DRIVE, UNDERWOOD, WASHINGTON 98651, Washington, (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 JUNE 22, 2007 (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 \$149,000.00 to \$221,000.00.



2. The Draw Period specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will be increased from five (5) Years to ten (10) Years, expiring on N/A.



3. The Repayment Period specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will be reduced from fifteen (15) Years to Ten (10) Years.



4. The Repayment Period specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will be increased from fifteen (15) Years or Ten (10) Years to Twenty (20) years.



5. Your Rate Differential (Margin above U.S. Prime) specified in the paragraph of the Line of Credit Agreement entitled "Rates" will be increased from N/A to N/A.



6. Your Rate Differential (Margin above U.S. Prime) specified in the paragraph of the Line of Credit Agreement entitled "Rates" will be decreased from -0.50% to -0.775%.



B. MODIFICATION OF SECURITY INSTRUMENT.

1. As of the Effective Date, the Security Instrument shall be modified to increase the principal sum that may be secured thereby from \$149,000.00 to \$221,000.00.

2. As of the Effective Date the Security Instrument shall be modified to revise the maturity date from N/A to N/A.

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.

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

WITNESS:

Sign Name: 

Print Name: RYAN L. SWANSON

Sign Name: _____

Print Name: _____

BORROWERS


Borrower MARK PRUSSING

06/22/2007
Date

Borrower

Date

Borrower

Date

Borrower

Date

FIRST HORIZON HOME LOAN CORPORATION

By: 

Name: Lisa A. Garry

Title: Limited Vice President

Date: 5-26-07

ACKNOWLEDGEMENTS'

STATE OF WASHINGTON, COUNTY OF Snohomish, to wit:

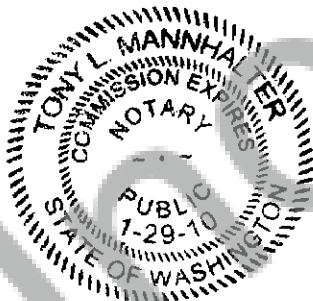
Before me, a Notary Public for the state and county aforesaid, personally appeared Mark Prussing, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal at Everett Washington on this 22 day of June, 2007.

Tony L Mannhalter
Print Name:

Notary Public

My Commission expires: 1-29-10



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 HOME LOAN CORPORATION, a corporation, and that, in his/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 Lisa A. Garry.

Witness my hand and seal, on this 20th day of June, 2007.

Tawana D. Wooten [SEAL]
Print Name: Tawana D. Wooten
Notary Public

My commission expires on 10/13/10



² 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.

EXHIBIT "A"

LOT 25, SOOTER TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "A" OF PLATS, PAGE 138, RECORDS OF SKAMANIA COUNTY, WASHINGTON; REVISED SEPTEMBER 22, 1975, BY AN ATTACHMENT TO THE ORIGINAL PLAT.

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