AFN #2008170475 Recorded 07/18/08 at 11:38 AM DocType: MTGS Filed by: SKAMANIA COUNTY TITLE COMPANY Page: 1 of 5 Auditor J. Michael Garvison Skamania County, WA

After Recording Return To: FIRST HORIZON HOME LOANS 4949 SW MEADOWS ROAD STE 200 LAKE OSWEGO, OR 97035

Loan Number: 0061463717

2 9 8 6 6 (Space Above this Line for Recording Data)

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 8th day of JULY 2008, between
GREGORY KIDDER PAGE & VICKI MAE PAGE, Husband & Wife

("Borrower") and

FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK N.A.

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed ("The Security Instrument"), dated 7/26/2007 and recorded in 2007167083, 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 472 FLINT WAY, CARSON, Washington 98610

(Property Address)

The real property described being set forth as follows:

LOT 22 OF THE WIND RIVER ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 'B' OF PLATS, PAGE 90, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

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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 7/10/2008 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 313,109.00 . 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. \$ 313,109.00 (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 6.250 . Borrower promises to make monthly payments of principal and 7/10/2008 interest of U.S. \$ 1,927.87 , beginning on the first day of SEPTEMBER, 2008, and continuing thereafter on the same day of each succeeding month until principal and (the "Maturity Date"), Borrower interest are paid in full. If on 8/01/2038 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 7/08/2008 . 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 the 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 the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

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- 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.

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| ACCEPTED AND AGREED TO BY THE | |
|--|---|
| OWNER AND HOLDER OF SAID NOTE | |
| FIRST HORIZON HOME LOANS, | Myory Kiddle Jan |
| A DIVISION OF FIRST TENNESSEE BANK N.A | Borrower GREGORY KIDDER PAGE |
| By: Condy Javegin | Vicki M. Page |
| | Borrower VICKI MAE PAGE |
| Its: A.V.A. | |
| 165 | Borrower |
| | Bonower |
| | Borrower |
| | |
| State of WASHINGTON : | |
| County of CLARK : | |
| | |
| Before me, a Notary Public on this day person | ally appeared |
| | 7. |
| GREGORY KIDDER PAGE & VICKI MAE PAGE | |
| | 1/2 an Day |
| known to me (or proved to me) on the oath of | |
| through dutt of Wholimoton Track | (description of identity card or other document) to be |
| the person whose name is subscribed to the foregoing in | |
| executed the same for the purposes and consideration th | |
| | - () |
| Given under my hand and seal of this office this / | day of Tuly 2008 |
| | |
| (Seal) | |
| Notary Public | Notary Public |
| State of Washington | |
| MARY NGUYÉN MY COMMISSION EXPIRES | |
| November 25, 2010 Corporate Ack | nowledgement |
| (distribution of the state of t | |
| State of | |
| County of : | |
| | , |
| Before me, the undersigned authority, on this | lay personally appeared |
| | HORIZON HOME LOANS, |
| A DIVISION OF FIRST TENNESSEE BANK N.A | |
| | vidence) subscribed to the foregoing instrument, and |
| | the purposes and consideration therein expressed as the |
| act and deed of said corporation and in the capacity the | |
| | 4 X / X / |
| Given under my hand and seal of this office this | day of 20 08 |
| | |
| (Seal) | 1 Thulh all - |
| Wotary Public | Notary Public |
| State of Washington | |
| (1 PIMBETSLY SALSMAN 2 | |
| MY COMMISSION EXPIRES December 2, 2010 | A |
| Januaran managaman and and and and and and and and and a | 0061463717 |

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Corporate Acknowledgement

State of <u>Oregon</u> County of Clackamas

Before me, the undersigned authority, on this day personally appeared Cindy J Tavegia, a Assistant Vice President of First Horizon Home Loans, a Division of First Tennessee Bank N.A., (personally known to me or proved to me on the basis of satisfactory evidence) subscribed to the foregoing instrument, and acknowledged to me that he/she 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 on this 16th day of July, 2008.

(Seal)

OFFICIAL SEAL
MICHELE F S PERRYMAN
NOTARY PUBLIC - OREGON
COMMISSION NO. 421773
MY COMMISSION EXPIRES OCTOBER 6, 2011

Notary Public