AFN #2008171045 Recorded 09/22/08 at 12:32 PM 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: 0063026389

5212

(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 12th day of SEPTEMBER 2008, between

RYAN WEBB & REBECCA WEBB, 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 2/11/2008 and recorded in 2008168994, 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

121 THOMPSON DRIVE, WASHOUGAL, Washington 98671

(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.

Initials RW W

Loan Mod Balloon Agrmnt. 0707

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THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

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 9/17/2008 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 40,000.00 . 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. \$ 40,000.00 (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 8.250 %, from 9/17/2008 Borrower promises to make monthly payments of principal and interest of U.S. \$ 300.51, beginning on the first day of NOVEMBER, 2008, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on 10/01/2023 (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.
- The lien and security interest secured by this Agreement is a "Renewal and Extension" . It is the intention of the parties that all effective as of 9/12/2008 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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- 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.
- 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.
- 7. Borrower may prepay all or any part of the principal of the Note at any time, however, a Prepayment penalty may apply. Any prepayment of principal may result in this Note having an earlier maturity date than shown in Subparagraph 2 above, but will not affect Borrower's monthly payment obligation. If a Prepayment penalty is applicable, see attached Prepayment Penalty Addendum to Modification Agreement regarding prepayment of the loan.
- 8. 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.
- 9. This loan contains a Balloon feature. At the Maturity Date of the Note and Security Instrument (the "Maturity Date") stated in this Agreement, this loan is payable in full. See attached Addendum for information regarding refinancing the loan at that time.

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ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE First Horizon Home Loans, a division of First Tennessee Bank N.A. Borrower Borrower State of WASHINGTON County of CLARK Before me, a Notary Public on this day personally appeared RYAN WEBB & REBECCA WEBB known to me (or proved to me on the oath of (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 SHERRI L KIMMITT **NOTARY PUBLIC** Notary Public STATE OF WASHINGTON Commission exp. April 12,292 (Seal) COMMISSION EXPIRES APR. 12, 2012 Iorporate Acknowledgement State of HAN CREAM COUNTY OF HANK CLECK Before me, the undersigned authority, on this day appeared Cndu JTouck of First Horizon Home Loans, a division of First Tennessee Bank N. 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 (Seal)

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OFFICIAL SEAL
MICHELE F S PERRYMAN
NOTARY PUBLIC - OREGON
COMMISSION NO. 421773
COMMISSION EXPIRES OCTOBER 6, 20

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## EXHIBIT 'A'

Lot 6 School House Subdivision, recorded April 25, 2006, in Auditor File No. 2006161315 in the Records of Skamania County and that portion of Lot 5 of Skye Subdivision, recorded April 25, 2006, in Auditor's File No. 2006161314 in the Records of Skamania County described as follows:

A rectangular tract of land lying in the Northeast corner of said Lot 5 of Skye Subdivision and being 95.26 feet East and West and 30.02 feet North and South and more particularly described as follows:

Commencing at the Northwest corner of afore said lot 5 of the afore said Skye Subdivision; thence North 89°29'52" East, along the North line of Lot 5 of the afore said Skye Subdivision, a distance of 200.14 feet to a point that 1s the intersection with the most Westerly East line extended North and the Point of Beginning; thence North 89°29'52" East, continuing along the North line of said Lot 5, a distance of 95.26 feet to the most Westerly Northeast corner of said Lot 5; thence South 01°39'55" West, along the most Easterly East line of said Lot 5, a distance of 30.02 feet to the most Easterly Southeast corner' thence South 89°29'52" West, along the most Northerly South line of said Lot 5, a distance of 95.26 feet to the reentrant corner of said Lot 5; thence North 01°39'55" East, along the most Westerly East line extended North, a distance of 30.02 feet to the true point of beginning.