

AFTER RECORDING, RETURN TO:
AMERICAN TITLE, INC.
P.O. BOX 641010
OMAHA, NE 68164-1010

ATI# 201405212241

MODIFICATION OF HOME EQUITY LINE OF CREDIT AGREEMENT AND DEED OF TRUST

Grantor(s):

MATTHEW S. MILLER and TAMARA M. MILLER, Husband and Wife

Grantee(s):

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

Trustee:

STEWART TITLE COMPANY

Legal Description (abbreviated):

S8, T1N, R5E
Complete Legal Description on Exhibit A of document

Assessor's Property Tax Parcel or Account Number:

01-05-08-0-0-0200-00

Reference Numbers of Documents Modified:

Washington Line of Credit Deed of Trust (Securing Future Advances) dated August 26, 2009, recorded as Document Number 2009173742 in the Official Records of Skamania County, Washington, covering real property located at 71 Saints Road, Washougal, Washington

MODIFICATION OF NOTE AND DEED OF TRUST

This Modification (this "Agreement") is entered into as of May 29, 2014 (the "Effective Date"), by and between FIRST TENNESSEE BANK NATIONAL ASSOCIATION ("Bank"), MATTHEW S. MILLER and TAMARA M. MILLER ("Borrower"), and MATTHEW S. MILLER and TAMARA M. MILLER, Husband and Wife ("Grantor").

WHEREAS, Borrower has previously signed and delivered to Bank a Balloon Note (Fixed Rate), dated August 26, 2009, evidencing a loan Bank made to Borrower in the original principal sum of \$48,157.56 (the "Note"), which is secured by Grantor's Deed of Trust of the same date recorded as Document Number 2009173742 in the Official Records of Skamania County, Washington (the "Security Instrument"), covering real property located at 71 Saints Road, Washougal, Washington 98671, described in Exhibit A attached to this Agreement and made a part of it, and all improvements located thereon (the "Property") (collectively, the "Loan Documents"); and

WHEREAS, Borrower and Grantor desire to make certain changes to the Loan Documents as hereinafter set forth;

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

A. PRINCIPAL BALANCE. Borrower and Bank agree with that the outstanding principal balance under the Note as of the Effective Date is \$44,918.77.

B. MODIFICATION OF NOTE. Borrower and Bank agree that the Note shall be modified as of the Effective Date, as follows:

1. **Term of Note Extended.** The term of the loan evidenced by the Note, including the maturity date, is hereby extended from September 1, 2014, to September 1, 2039.

2. **No Change to Interest Rate.** The rate of interest payable by Borrower to Bank on the principal balance outstanding from time to time under the Note will continue to be a fixed rate of 6.000% per annum.

3. **Payments Continue.** Borrower agrees to continue to repay the Note in equal monthly payments of \$288.73 each, and Borrower continues to be obligated to pay any amounts that are past due as of the Effective Date. The next payment is due on July 1, 2014, and all subsequent payments are due on the same day of each month thereafter. The final payment of the entire unpaid balance of principal and interest will be due on September 1, 2039. If Borrower makes all of the remaining monthly payments on a timely basis, the loan will fully amortize, and the payment due on the maturity date will no longer be a balloon payment. However, the final payment may be greater than the monthly payments due to amounts that are past due as of the Effective Date, additional interest resulting from late payments, and any fees incurred after the Effective Date.

C. **MODIFICATION OF SECURITY INSTRUMENT.** Effective as of the Effective Date, Grantor and Bank agree that the Security Instrument is modified to indicate that the term of the Note has been extended to September 1, 2039, and to reflect the other changes set forth in paragraph B.

D. **OTHER TERMS**

1. Except as provided in paragraph C, this Agreement shall not affect Bank's security interest in, or lien priority on, the Property.


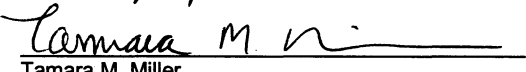
2. This Agreement shall not be construed to be a satisfaction, novation or partial release of the Note or the Security Instrument.

3. Bank does not waive its right to: (i) prohibit or restrict any future amendments or modifications Borrower may request, or (ii) enforce any of Bank's rights or remedies under any of the Loan Documents.


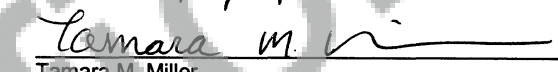
4. Except as amended by this Agreement, all terms and conditions of the Note shall remain in full force and effect. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of the Note, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date.

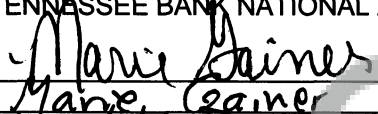
BORROWER:


Matthew S. Miller
Date: 6/4/14

Tamara M. Miller
Date: 6-4-14

GRANTOR:

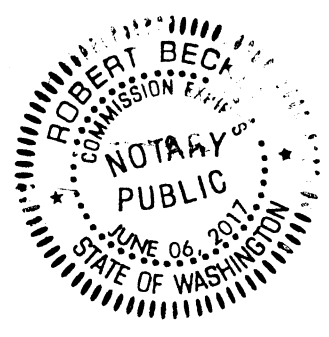

Matthew S. Miller
Date: 6/4/14

Tamara M. Miller
Date: 6-4-14

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

By: 
Name: Marie Gainer
Title: Lim. Fed. V.P.
Date: 6-9-2014

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
COUNTY OF Clark) ss.



On this day personally appeared before me Matthew S. Miller and Tamara m. Miller to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4 day of June, 2014.

Robert Beckel Robert Beckel
Print Name:
Notary Public in and for the State of Washington,
residing at Vancouver, WA

My Commission expires: June 6, 2017

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public of the state and county mentioned, personally appeared Marie Gainer, 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 V.P. of FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association, and that, in her capacity as a Limited V.P. of the said association and on its behalf, she executed the foregoing instrument for the purpose therein contained, by personally signing the name of the association as Limited V.P.

Witness my hand and seal, on this 9 day of June, 2014.

Joann F. Wooten [SEAL]
Notary Public

Printed Name: Joann F. Wooten

My commission expires on: 6-30-2014



EXHIBIT A

NAME(S): MATTHEW S. MILLER AND TAMARA M. MILLER, HUSBAND AND WIFE

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH,
RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:

LOT 4 OF THE JOHN MCINTYRE SHORT PLAT, RECORDED IN BOOK "2" OF SHORT PLATS,
PAGE 77, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

TOGETHER WITH AN EASEMENT FOR ACCESS RECORDED IN BOOK 189, PAGES 59 AND 60.

ABBREVIATED LEGAL: JOHN MCINTYRE SHORT PLAT, LT 4, BK 2 PG 77

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR
MINERAL RIGHTS OF RECORD, IF ANY.

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