AFTER RECORDING RETURN TO: First Horizon Corporation, d/b/a First Horizon Home Loans

5808 Lake Washington Boulevard, Suite 400 Kirkland, WA 98033

**Skagit County Auditor** 

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PTN. SW SE, SEC. 8, T35N, R7EWM

CHICAGO TITLE CO. B-19200

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Loan Number: 0028003077

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

2003 May, This Loan Modification Agreement ("Agreement"), made this 13th between WILLIAM R. DAIGLE and EVON J. DAIGLE, husband and wife

("Borrower") and

First Horizon Corporation, d/b/a First Horizon Home Loans

("Lender").

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated February 20, 2002 and recorded in Book or Liber 200202270072. Records of Skagit County, Washington OFFICIAL at page(s) , of the [Name of Records] [County and State, or other Jurisdiction]

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

> 7936 PINELLI ROAD, Sedro Woolley, WA 98284 [Property Address]

the real property described being set forth as follows:

FULL LEGAL DESCRIPTION LOCATED ON PAGE 4

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):

Initials:

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Loan Modification Agreement-Single Family-Fannie Mac Uniform Instrument -THE COMPLIANCE SOURCE, INC.-Page 1 of 3

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- 801. May 13, 2003 As of , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 216,000.00 , consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
  - Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of May 16, 2003 . Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,347.56 , beginning on the 1st. day of 2003 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. June 1, 2033 (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 P.O. Box 146, Memphis, TN 38101 or at such other place as Lender may require.

3. 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 this 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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- Borrower also will comply with all other covenants, agreements, and requirements of the Security 4. 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

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Loan Number: 0028003077

DAIGLE

EXHIBIT "A" - LEGAL DESCRIPTION - PAGE 1 of 1
THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 35
NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT THE EAST QUARTER THEREOF;

ALSO EXCEPT THAT PORTION LYING SOUTHEASTERLY OF THE PINELLI ROAD, AS IT EXISTED ON SEPTEMBER 20, 1971.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

ASSESSOR'S PARCEL NUMBER: 350708-4-005-0400

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- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document 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.
- 5. 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.

_		(Seal)	William	R Doug1	(Seal)
First Horizon Co Horizon Home Los	rporation, d/b/a First	-Lender	WILLIAM R.	DAIGLE V	-Вотоwег
By Darli	ara Carnes	w.W	EVON J. DA	ICLE	(Seal) -Borrower
	[Space	Below This Line Fo	or Acknowledgmen	nt)	
State of Wa	shington	§ §			
County of Ki	n4	<b>8</b>			
This in	Niment was acknowledged be	fore me on M	वत्रात् ७०	03	,
	AUDIO R AND			N. Company	
1 0	OTARY A				
1	7-19-0 <sup>A</sup> . OZ	6	Sum	10 Relly	
30,00	NAST"		Notary Public		

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
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## CORPORATE ACKNOWLEDGMENT

Loan Nur	nber: 0028003077	
State of	WASHINGTON	§
County of	King	§ ss.: §

I certify that I know or have satisfactory evidence that

[name of person]

is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the <a href="[type of authority, e.s., officer, trustee, etc.]">[type of authority, e.s., officer, trustee, etc.]</a> of First Horizon Corporation, d/b/a First Horizon Home Loans [name of corporation or company] to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 每 5/14/2003

N (MEXA)

N (MEX

Sugnace Otto Oly (Signature)

(Title of Office)

My appointment expires: 11 19 2004

Corporate Acknowledgment (Washington)

THE COMPLIANCE SOURCE, INC.

To Order Call: (972) 980-2178 Fax (972) 392-2891

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