



200410200071

Skagit County Auditor

10/20/2004 Page 1 of 5 3:12PM

After Recording Return To:
FHHLIC-Post Closing Mail Room
1555 W. Walnut Hill Ln #200 MC 6712
Irving, TX 75038
Loan Number: 0047095856

(Space Above this Line for Recording Data)

CHICAGO TITLE CO.

1C 29138 ✓

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 12th day of OCTOBER, 2004, between
DOROTHY C. SMITH & ALEXANDER H. SMITH, Wife & Husband

(“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”), dated 12/16/2004 and recorded in RECORDING # 200312310189, of the Land / Official Records of Skagit 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
23993 MARTIN ROAD, SEDRO WOOLLEY, Washington 98284

(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

AMS.
DCS

Page 1 of 4

FH6D22N

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 10/12/2004, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 132,640.00. 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. \$ 132,640.00 (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 5.875 %, from 10/12/2004. Borrower promises to make monthly payments of principal and interest of U.S. \$ 784.62, beginning on the 1st day of DECEMBER, 2004, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on 11/01/2034 (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. The lien and security interest secured by this Agreement is a "Renewal and Extension" effective as of 10/12/2004. 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 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 delivered or mailed within which the 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.
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

0047095856

Initials AKB DS



200410200071

Skagit County Auditor

FH6D220

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.
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.
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.

ACCEPTED AND AGREED TO BY THE
OWNER AND HOLDER OF SAID NOTE

FIRST HORIZON CORPORATION D/B/A FIRST HORIZON HOME LOANS

By:

Stephanne Mann

Its:

Vice President

Dorothy C. Smith
Borrower DOROTHY C. SMITH

Alexander H. Smith
Borrower ALEXANDER H. SMITH

Borrower

Borrower



200410200071

Skagit County Auditor

10/20/2004 Page

3 of

5 3:12PM

0047095856

State of Washington
County of Skagit

Before me, a Notary Public on this day personally appeared

DOROTHY C. SMITH

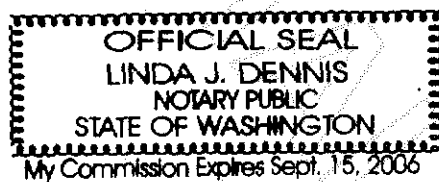
ALEXANDER H. SMITH

Alexander H. Smith
Dorothy C. Smith

known to me (or proved to me on the oath of Washington Driver License through
(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 14th day of October, 2004

(Seal)



Linda J. Dennis
Notary Public

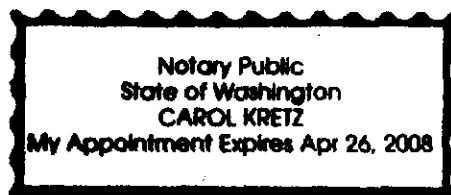
STATE OF WASHINGTON
COUNTY OF KING

Corporate Acknowledgement

Before me, the undersigned authority, on this day appeared STEPHANIE MAURER,
A VICE PRESIDENT of FIRST HORIZON CORPORATION,
subscribed to the foregoing instrument, and acknowledged to me that
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 this 18th day of OCTOBER, 2004

(Seal)



Carol Kretz
Notary Public



EXHIBIT "A"

Lot A of Short Plat No. PL02-0257, recorded April 14, 2003, under Auditor's File No. 200304140247, records of Skagit County, Washington; being a portion of the East Half of the Northeast Quarter of Section 24, Township 36 North, Range 4 East of the Willamette Meridian.

Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



200410200071
Skagit County Auditor