

**When Recorded Return to:**

First Horizon Corporation  
A  
4  
KAIZEN, CAROL L  
Melbourne, FL 32934

Record and Return To: ne Loans  
Integrated Loan Services  
600-A N John Rodes Blvd.  
Melbourne, FL 32934



200505160080  
Skagit County Auditor

5/16/2005 Page 1 of 5 9:49AM

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**MODIFICATION TO HOME EQUITY LINE OF CREDIT  
AGREEMENT AND OPEN-END DEED OF TRUST  
ACCOUNT NUMBER 4458370394593293**

24-

**Reference Numbers of Documents Modified:**

Deed of Trust of the same date recorded in Instrument Number 200304300209 of the Official Records of Skagit County, Washington (the "Security Instrument")<sup>1</sup>, covering real property located at 4011 Astrea Place, Anacortes, Washington.

Grantor(s): Carol L. Kaizen and Donald C. Kaizen, Wife and Husband

Grantee(s): First Horizon Corporation D/B/A First Horizon Home Loans

Trustee: Island Title Company

Legal Description: SEE ATTACHED

Assessor's Property Tax Parcel or Account Number: 4675-000-003-0000

<sup>1</sup> If there will not be any modification of the Security Instrument, i.e. no increase in the credit limit, it is not necessary to complete the recording information for the Security Instrument.

THIS MODIFICATION AGREEMENT (this "Agreement") is made between FIRST HORIZON CORPORATION D/B/A FIRST HORIZON HOME LOANS and Carol L. Kaizen and Donald C. Kaizen, Wife and Husband ("Borrower"). In this Agreement the words "you" and "your" mean each person, individually and jointly, who signs this Agreement as "Borrower". The words "we," "us" and "our" mean First Horizon Corporation D/B/A First Horizon Home Loans.

WHEREAS, Borrower has entered into a Home Equity Line of Credit Agreement and Disclosures under the Federal Truth-In-Lending Act (the "Line of Credit Agreement") with us, dated April 23, 2003, which is secured by a Deed of Trust of the same date covering real property located at 4011 Astrea Place, Anacortes, Washington, (the "Property"), (collectively, the "Loan Documents"); and

WHEREAS, you desire that we agree to certain changes to the Line of Credit Agreement as hereinafter set forth.

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

**A. AMENDMENT OF LINE OF CREDIT AGREEMENT.** Effective as of April 14, 2005 (the "Effective Date"), the Line of Credit Agreement shall be modified **with respect to such of the following items as are initialed by Borrower:**

**Borrower's Initials**

1. The Credit Limit specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will be increased from \$54,700 to \$117,400.

> CLL DCK

**B. MODIFICATION OF SECURITY INSTRUMENT.** As of the Effective Date, the Security Instrument shall be modified to increase the principal sum that may be secured thereby from \$54,700 to \$117,400.

> CLL DCK



**C. OTHER TERMS**

1. Except as to changes described in Section B of this Agreement, this Agreement shall not affect our 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 Line of Credit Agreement or the Security Instrument.

3. We do not waive our right to: (i) prohibit or restrict any future amendments or modifications you may request, or (ii) enforce any of our rights or remedies under any of the Loan Documents.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date established herein.

WITNESS:

Sign Name:

Print Name:

Sign Name:

Print Name:

BORROWER:

Carol L. Kaizen

Date:

Donald C. Kaizen

Date:

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

By:

Name: Cindy McNeill

Title: Limited Vice President

Date:



## ACKNOWLEDGEMENTS<sup>2</sup>

STATE OF WASHINGTON, COUNTY OF King, to wit:

Before me, a Notary Public for the state and county aforesaid, personally appeared Carol L. Kaizen and Donald C. Kaizen, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal at Seattle Washington on this 14th day of April, 2005.

residing at Seattle, WA

Richard L. Barnett  
Print Name:

Richard L. Barnett: Notary Public

My Commission expires: 01/04/09



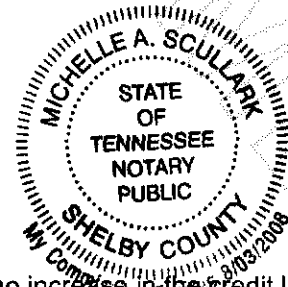
STATE OF TENNESSEE, COUNTY OF SHELBY, to wit:

Before me, a notary public of the state and county mentioned, personally appeared Cindy McNeill, 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 Vice President of First Horizon Corporation D/B/A First Horizon Home Loans, a corporation, and that, in her capacity as a Limited Vice President of the said corporation and on its behalf, she executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Limited Vice President.

Witness my hand and seal, on this 20 day of April, 2005.

Michelle A. Scullark [SEAL]  
Print Name: Michelle A. Scullark  
Notary Public

My commission expires on 8/3/08.



<sup>2</sup> If there will not be any modification of the Security Instrument, i.e. no increase in the credit limit, it is not necessary to provide acknowledgements for this Agreement.



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## **SCHEDULE A**

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN ANACORTES, COUNTY OF SKAGIT,  
AND STATE OF WASHINGTON, TO WIT:

LOT 3, ASTREA PLACE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME  
16 OF PLATS, PAGES 107 AND 108, RECORDS OF SKAGIT COUNTY, WASHINGTON.

BEING THE SAME PREMISES CONVEYED IN A DEED RECORDED 11/26/1997, IN BOOK 1737,  
PAGE 434.

PARCEL ID: P108773

PROPERTY KNOWN AS: 4011 ASTREA PL



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