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Skagit County Auditor

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After Recording Return To:  
FHHLIC-Post Closing Mail Room  
1555 W. Walnut Hill Ln #200 MC 6712  
Irving, TX 75038  
Loan Number: 0058421595

(Space Above this Line for Recording Data)

CHICAGO TITLE CO.

1082981

LOAN MODIFICATION AGREEMENT  
(Providing for Fixed Interest Rate)

## ACCOMMODATION RECORDING

This Loan Modification Agreement ("Agreement"), made this 14th day of MARCH  
2007, between  
SHANE R. HAMILTON & PATRICIA L. HAMILTON, Husband & Wife

and FIRST HORIZON HOME LOAN CORPORATION ("Borrower")  
("Lender"),  
amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed ("The Security Instrument"),  
dated 7/19/2006 and recorded in 200607280188  
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  
7177 STATE ROUTE 9, 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.

Lot 4, SCSP # 91-03, being ptn. 60' x 120' Lot 1 in 7-35-5

Chicago Title Company has placed  
this document for recording as a  
customer courtesy and accepts no  
liability for its accuracy or validity

Initials

S/ QH

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 3/21/2007, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 414,450.00. 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. \$ 414,450.00 (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 6.250 %, from 3/21/2007. Borrower promises to make monthly payments of principal and interest of U.S. \$ 2,551.85, beginning on the first day of MAY, 2007, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on 4/01/2037 (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 809, 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 3/14/2007. 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

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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 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.

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ACCEPTED AND AGREED TO BY THE  
OWNER AND HOLDER OF SAID NOTE  
FIRST HORIZON HOME LOAN CORPORATION

By: Candice Woodward

Its: VP

Borrower

SHANE R. HAMILTON

Borrower

PATRICIA L. HAMILTON

Borrower

Borrower

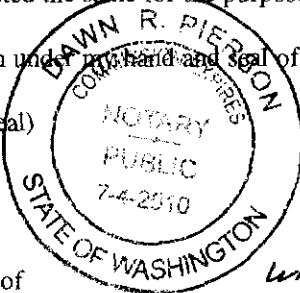
State of WASHINGTON  
County of SKAGIT

Before me, a Notary Public on this day personally appeared  
**SHANE R. HAMILTON & PATRICIA L. HAMILTON**

known to me (or proved to me) on the oath of Shane & Patricia Hamilton  
through Washington Driver License (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 15<sup>th</sup> day of march, 2007

(Seal)



Dawn R. Pierson  
Notary Public

Corporate Acknowledgement

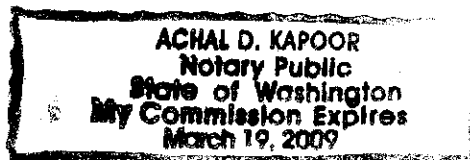
State of  
County of

WA  
King

Before me, the undersigned authority, on this day personally appeared Candice Woodward,  
a Vice President of **FIRST HORIZON HOME LOAN CORPORATION** (personally  
known to me or proved to me on the basis of satisfactory evidence) subscribed to the foregoing instrument, and  
acknowledged to me that he/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 19<sup>th</sup> day of March, 2007

(Seal)



Achal D. Kapoor  
Notary Public

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**EXHIBIT "A"**

Lot 4, SKAGIT COUNTY SHORT PLAT NO. 91-03 approved June 10, 1992, recorded July 13, 1992, in Volume 10 of Short Plats, pages 100 and 101, under Auditor's File No. 9207130049, records of Skagit County, Washington; being a portion of Government Lot 1, Section 7, Township 35 North, Range 5 East of the Willamette Meridian;

EXCEPTING THEREFROM that portion of Lot 4 of Short Plat No. 91-03 as approved July 10, 1992, and recorded July 13, 1992, in Volume 10 of Short Plats, pages 100 and 101, records of Skagit County, Washington; being in Government Lot 1 of Section 7, Township 35 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said Lot 4, also being the Southeast corner of Lot 1 of Short Plat;  
Thence 88°47'08" East along the South line of said Lot 4, a distance of 96.00 feet;  
Thence North 00°02'52" West parallel with the East line of said Lot 1, a distance of 104.35 feet;  
Thence South 88°47'08" West parallel with said South line of Lot 4, a distance of 96.00 feet to said East line of Lot 1;  
Thence South 00°02'52" East along said East line a distance of 104.35 feet to the point of beginning;

AND FURTHER EXCEPTING the following described parcel:

Commencing at the Northeast corner of Lot 4 of said short plat;  
Thence South 0°30'34" East, a distance of 783.91 feet to the true point of beginning;  
Thence North 0°30'34" East along the East line of said Lot 4;  
Thence North 310 feet, more or less, to the centerline of an existing creek being a tributary of the Hansen Creek system;  
Thence Southwesterly along the thread of said creek 350 feet, more or less, to a point on said centerline of creek from which the true point of beginning bears South 88°47'08" West;  
Thence North 88°47'08" East 60 feet, more or less, to the true point of beginning.

Situated in Skagit County, Washington



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