

'02 FEB 14 AM 10:46

State of Oregon, County of Klamath
Recorded 02/14/2002 at 10:46 A m
In Vol.M02 Page 9053-58
Linda Smith, County Clerk
Fee \$ 46.00 # of Pgs 6

AFTER RECORDING RETURN TO:
First Horizon Home Loan Corporation

4000 Horizon Way

Irving, TX 75063

mtc 1396-3615

Loan Number: 0017955311 [Space Above This Line For Recording Data]

TRUST DEED
LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 11th day of February, 2002, between Gary Lee Simmonds and Ruth Ann Simmonds, as Tenants by the Entirety

("Borrower")

and First Horizon Home Loan Corporation

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated May 18, 2001 and recorded in Book M01, Page 23989, of the

OFFICIAL
[Name of Records]

Records of

Klamath, Oregon

[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 5477 Basin View Drive, Klamath Falls, OR 97603

[Property Address]

the real property described being set forth as follows:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART

HEREOF

INITIALS LL INITIALS RAS INITIALS _____ INITIALS _____

LOAN MODIFICATION AGREEMENT
(FNMA Modified Form 3179 2/88)

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3179MU 12/01

Loan Number: 0017955311

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of February 11, 2002, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 207,660.00, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.250 %, from February 15, 2002. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,780.53, beginning on the 1st day of April, 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on March 1, 2017 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at P.O. Box 613136, Memphis, TN 38101

or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the 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 in

(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 document that is affixed to, wholly or partly 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.

INITIALS JS INITIALS RAS INITIALS _____ INITIALS _____
 LOAN MODIFICATION AGREEMENT
 (FNMA Modified Form 3179 2/88)

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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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

First Horizon Home Loan Corporation (Seal)
-Lender

Gary Lee Simmonds (Seal)
Gary Lee Simmonds -Borrower

By: *Janice A. Miller*

Ruth Ann Simmonds (Seal)
Ruth Ann Simmonds -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

_____ [Acknowledgment on Following Page] _____



Loan Number: 0017955311

State of OREGON

§

§

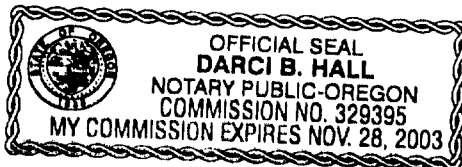
County of KLAMATH

§

The foregoing instrument was acknowledged before me this February 12, 2002 [date],
by Jan Miller - Vice President
[name of officer or agent, title of officer or agent] of First Horizon Home Loans

[name of corporation acknowledging], A Kansas Corporation [state or place of incorporation],
on behalf of the corporation.

(Seal)



Darci B. Hall

Notary Public, State of Oregon

My Commission Expires: November 28, 2003

State of

§

§

County of

§

This instrument was acknowledged before me on
by



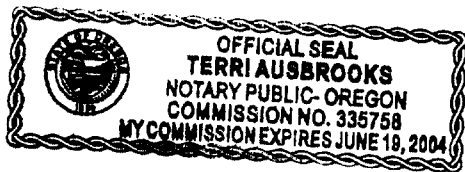
INDIVIDUAL ACKNOWLEDGMENT

Loan Number: 0017955311

State of Oregon §

County of Clatsop §

This instrument was acknowledged before me on
by Gary Lee Simmonds and Ruth Ann Simmonds



[Signature]

Notary Public

Individual Acknowledgment (Multistate)

THE COMPLIANCE SOURCE, INC.

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www.compliancesource.com



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06402MU 08/98 Rev. 05/99

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Loan Number: 0017955311

Simmonds

EXHIBIT "A" - LEGAL DESCRIPTION - PAGE 1 of 1
Lot 6 in Block 8 of TRACT 1152, NORTH HILLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.