

2006-015711

Klamath County, Oregon

Recording requested by:

First Tennessee Bank National Association



00000363200600157110050057

08/04/2006 09:57:19 AM

Fee: \$41.00

WHEN RECORDED RETURN TO:
UNITED GENERAL TITLE INS.
FISERV-600A N. JOHN RODES BLVD
MELBOURNE FL 32934



CUMMINGS, BRAD J.

Record and Return To:
United General Title Ins
Fiserv-600-A N John Rodes Blvd
MELBOURNE, FL 32934

MODIFICATION TO HOME EQUITY LINE OF CREDIT AGREEMENT AND OPEN-END DEED OF TRUST

THIS MODIFICATION AGREEMENT (this "Agreement") is made between FIRST HORIZON HOME LOAN CORPORATION and Brad J Cummings ("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 Home Loan Corporation.

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 August 16, 2001, which is secured by a Deed of Trust of the same date recorded in Book M01 at Page 43101 of the Official Records of Klamath County (the "Security Instrument")¹, covering real property located at 6715 Eberlein Avenue, Klamath Falls, Oregon 97603 (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 June 26, 2006 (the "Effective Date"), the Line of Credit Agreement shall be modified with respect to such of the following items as are initialed by Borrower:

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Borrower's Initials

1. The Credit Limit specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will be increased from \$15,000 to \$45,000.

2. The Draw Period specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will be increased from five (5) Years to ten (10) Years, expiring on August 16, 2011.

3. The Repayment Period specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will be reduced from fifteen (15) Years to Ten (10) Years.

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 \$15,000 to \$45,000.

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: Eileen M Slate
Print Name: EILEEN M SLATE

BORROWER:

Brad J Cummings
Date: 6/26/06

FIRST HORIZON HOME LOAN CORPORATION

By: Lisa A Garry
Name: Lisa A Garry
Title: Limited Vice President
Date: 6-27-06

Sandra Downs
Sandra Downs

ACKNOWLEDGEMENTS²

STATE OF OREGON,

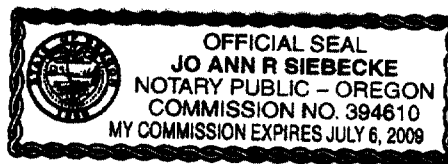
COUNTY OF *KLAMATH*

)
) ss:
)

The foregoing instrument was acknowledged before me this *26th* day of *JUNE* *2006*, by Brad J Cummings, known to me to be the person whose name is subscribed to the foregoing instrument.

Witness my hand and official seal.

Jo Ann R. Siebecke
Notary Public



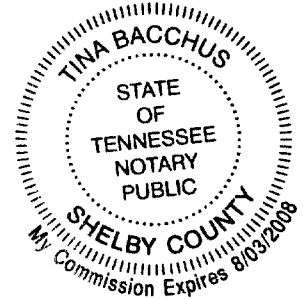
STATE OF TENNESSEE, COUNTY OF SHELBY, to wit:

Before me, a notary public of the state and county mentioned, personally appeared Lisa A Garry, 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 Home Loan Corporation, 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 27 day of June, 2006

Tina Bacchus [SEAL]
Print Name: Tina Bacchus
Notary Public

My commission expires on 8/31/08.



¹ 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.

² 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.

(Space below (3"x3") reserved for recording information)

G207FLNP

SCHEDULE A

THE FOLLOWING DESCRIBED PROPERTY IN THE COUNTY OF KLAMATH,
STATE OF OREGON:

LOT(S) 3, BLOCK 9, MOYINA 3RD ADDITION SUBDIVISION THE CITY OF
KLAMATH FALLS, KLAMATH COUNTY, OREGON.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS,
OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

KNOWN: 6715 EBERLEIN AVE

PARCEL: 00R453253