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AFTER RECORDING RETURN TO:  
First Horizon Home Loan Corporation

4647 N. 32nd Street, Suite 110  
Phoenix, AZ 85018

APN: 1220-03-000-025

\_\_\_\_\_  
[Space Above This Line For Recording Data]  
Loan Number: 0028243228 PARCEL ID: 1220-03-000-025

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 7th day of November, 2002,  
between SCOTT J. SMITH and ANNA C. SMITH, HUSBAND AND WIFE AS JOINT TENANTS

("Borrower") and

First Horizon Home Loan Corporation

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated May 22, 2002 and recorded in Book or Liber 0502 at page(s) 09517, of the OFFICIAL Records of DOUGLAS County, Nevada

[Name of Records]

[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

1347 ELGES AVENUE, GARDNERVILLE, NV 89410

[Property Address]

the real property described being set forth as follows:

FULL LEGAL DESCRIPTION LOCATED ON PAGE 4.

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):

Initials: AS LY

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument  
—THE COMPLIANCE SOURCE, INC.—  
www.compliance-source.com

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Form 3179 1/01 (rev. 8/01)  
23703MU 10/01  
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801. As of November 7, 2002, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 151,550.00, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.000 %, from December 1, 2002. Borrower promises to make monthly payments of principal and interest of U.S. \$ 908.62, beginning on the 1st day of January, 2003, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.000 % will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on December 1, 2032 (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 38101-146 or at such other place as Lender may require.

3. 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 given in accordance with Section 15 within which 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.

4. 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 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

Initials: LY AS



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(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document 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.

\_\_\_\_\_  
First Horizon Home Loan Corporation (Seal)  
-Lender

*Scott J. Smith*  
\_\_\_\_\_  
SCOTT J. SMITH (Seal)  
-Borrower

By: *Holly Grieser*  
\_\_\_\_\_  
HOLLY GRIESER  
VICE PRESIDENT

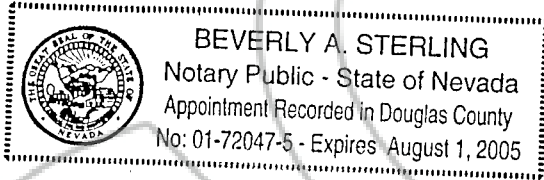
*Anna C. Smith*  
\_\_\_\_\_  
ANNA C. SMITH (Seal)  
-Borrower

[Space Below This Line For Acknowledgment]

State of NEVADA  
County of Douglas

§ PLEASE MAIL TAX STATEMENTS TO :  
§ FIRST HORIZON HOME LOAN  
§ P.O. BOX 19664  
IRVINE, CA 92623-9664

This instrument was acknowledged before me on  
by SCOTT J. SMITH and ANNA C. SMITH



*Beverly A. Sterling*  
\_\_\_\_\_  
Notary Public



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**EXHIBIT "A" - LEGAL DESCRIPTION - PAGE 1 of 1**

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 12 NORTH, RANGE 20 EAST, MOUNT DIABLO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2A OF PARCEL MAP LDA 00-48 FOR CRESTMORE VILLAGE APARTMENTS LIMITED PARTNERSHIP FILED FOR RECORD ON SEPTEMBER 4, 2001, IN BOOK 0901, AT PAGE 65, AS DOCUMENT NO. 522014, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

ASSESSOR'S PARCEL NO.: 1220-03-000-025

COPY

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# CORPORATE ACKNOWLEDGMENT

State of Arizona §  
County of Maricopa §

The foregoing instrument was acknowledged before me on 11/11/2002 [date],  
by HOLLY GRIESER, VICE PRESIDENT  
[name of officer or agent, title of officer or agent] of First Horizon Home Loan Corporation  
[name of corporation acknowledging],  
KANSAS [state or place of incorporation], on behalf of the corporation.

Linda L. McNelis

(Seal)



Notary Public, State of ARIZONA

My Commission Expires: 7/25/2004

Corporate Acknowledgment (Multistate)

THE COMPLIANCE SOURCE, INC.

To Order Call: (972) 980-2178 • Fax (972) 392-2891

www.compliancesource.com

(page 1 of 1 pages)

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REQUESTED BY  
1st Tennessee Bank  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2002 NOV 12 PM 2:09

LINDA SLATER  
RECORDER

\$ 18<sup>00</sup> PAID L2 DEPUTY

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