

Douglas County - NV
Werner Christen - Recorder
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BK-1005 PG-14358 RPTT: 0.00



After Recording Return To:
FHHL-C-Post Closing Mail Room
1555 W. Walnut Hill Ln #200 MC 6712
Irving, TX 75038
Loan Number: 0052131299

(Space Above this Line for Recording Data)

**LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate Interest Only)**

This Loan Modification Agreement ("Agreement"), made this 13th day of OCTOBER, 2005, between SCOTT J SMITH & ANNA C SMITH, Husband & Wife

FIRST HORIZON HOME LOAN CORPORATION ("Borrower") and ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed ("The Security Instrument"), dated 1/18/2005 and recorded in DOC #0634972 of the Land / Official Records of Douglas 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 1634 NORTHSTAR COURT, GARDNERVILLE, Nevada 89410 (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.

Initials ASSB

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 **10/13/2005**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **548,360.00**. 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. \$ **548,360.00** (the "Principal Balance"), consisting of the amount(s) loaned to borrower by Lender and any interest capitalized to date.
2. Borrower promises to make initial monthly payments of U.S. \$ **2,856.04**, beginning on the day of **DECEMBER, 2005**, until the first principal and interest payment due date. 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 **10/13/2005**. Borrower promises to make monthly payments of principal and interest of U.S.\$ **4,008.12**, beginning on the first day of **DECEMBER, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **11/01/2035** (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 **10/13/2005**. 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.

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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 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.**

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

By: Holly Grieser
Holly Grieser

Its: Vice President

Scott J Smith
Borrower SCOTT J SMITH

Anna C Smith
Borrower ANNA C SMITH

Borrower

Borrower

State of NEVADA
County of DOUGLAS

Before me, a Notary Public on this day personally appeared
SCOTT J SMITH & ANNA C SMITH

known to me (or proved to me on the oath of Scott J. Smith and Anna C Smith, through
(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 19th day of Oct 2005



SUZANNE CHEECHOV
NOTARY PUBLIC
STATE OF NEVADA
Appt. Recorded in Douglas County
My Appt. Expires June 25, 2007
0022458-5

Suzanne Cheechov
Notary Public

(Seal)

Corporate Acknowledgement

Before me, the undersigned authority, on this day appeared Holly Grieser
A Vice President of First Horizon Home Loan Corp.
subscribed to the foregoing instrument, and acknowledged to me that
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 27th day of October, 2005

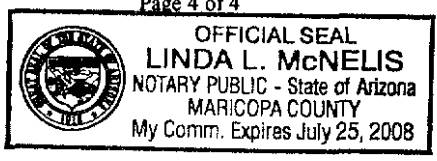
(Seal)

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Linda L. McNelis
Notary Public
State of Arizona
County of Maricopa

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Schedule "A"

Loan #0052131299- Smith, Scott

The land referred to herein is situated in the State of Nevada, County of DOUGLAS, described as follows:

Being a portion of the Southeast ¼ of Section 26, Township 13 North, Range 20 East, M.D.B. &M., further described as follows:

Parcel 3 of Parcel Map #LDA-01-035 for J & W DEVELOPMENT CO., LLC filed in the office of the County Recorder of Douglas County, State of Nevada on June 27, 2002, in Book 0602, at Page 8950, as Document No. 545772.

EXCEPTING THEREFROM all minerals, oils, gas and other hydrocarbons as Deeded to STOCK PETROLEUM CO., INC. in document recorded March 13, 1980 in Book 380, Page 1315 as Document No. 42677, Official Records of Douglas County, Nevada.

ASSESSOR'S PARCEL NO. 1320-26-002-034

