

521283

Recording Requested By:
Bank of America, NA



WHARTON, LINDA L

Record and Return To:
United General Title Ins
Fiserv - P.O. BOX 2590
Chicago, IL 60690

21

Loan Number: 68200102963999

NO. _____
AT THE REQUEST OF:
FISERV
DATE & HOUR: 4.11.08 2:33
SUSAN PETERSEN
LATAH COUNTY RECORDER
FEE \$ 15.00 BY [Signature]

(Space Above This Line For Recording Data)

MODIFICATION OF SECURITY INSTRUMENT

(Home Equity Line of Credit)

This Modification of Security Instrument ("Modification"), made this 12th day of FEBRUARY, 2008, between LINDA L WHARTON, WILLIAM C WHARTON

("Borrower") and

Bank of America, NA, National Banking Association
("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"),
and Riders, if any, dated JULY 30, 2003, and recorded in Book or Liber
at page(s) _____, instrument or document number 479118
of the Land _____, Records of LATAH, IDAHO
[Name of Records] [County and State, or other Jurisdiction]

and (2) the Agreement, 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 922 WEST A STREET, MOSCOW, IDAHO 83843

the real property described being set forth as follows:
SCHEDULE A ATTACHED HERETO AND MADE A PART OF.

The Principal amount secured by the Security Instrument is changing from \$ 30,000.00
to \$100,000.00. The maturity date described in the Security Instrument is changed to
FEBRUARY 12, 2033

LINDA L WHARTON/995080321543000
MODIFICATION OF SECURITY INSTRUMENT
MSIPP.BOA 03/28/07

Page 1 of 4

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CONTINUING VALIDITY. Except as expressly provided in the Modification paragraph above, the terms of the original Security Instrument shall remain in full force and effect. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Agreement and Security Instrument. Except as otherwise specifically provided in this Modification, the Agreement 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. Borrower also shall 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.

Linda L Wharton (Seal)
LINDA L WHARTON -Borrower

William C Wharton (Seal)
WILLIAM C WHARTON -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

LENDER:
BANK OF AMERICA, N.A.

x Carolyn S. Blymiller AVP
Authorized Officer
Carolyn S. Blymiller, AVP

LINDA L WHARTON/995080321543000
MODIFICATION OF SECURITY INSTRUMENT
MSIPP.BOA 03/28/07

[Space Below This Line For Acknowledgment]

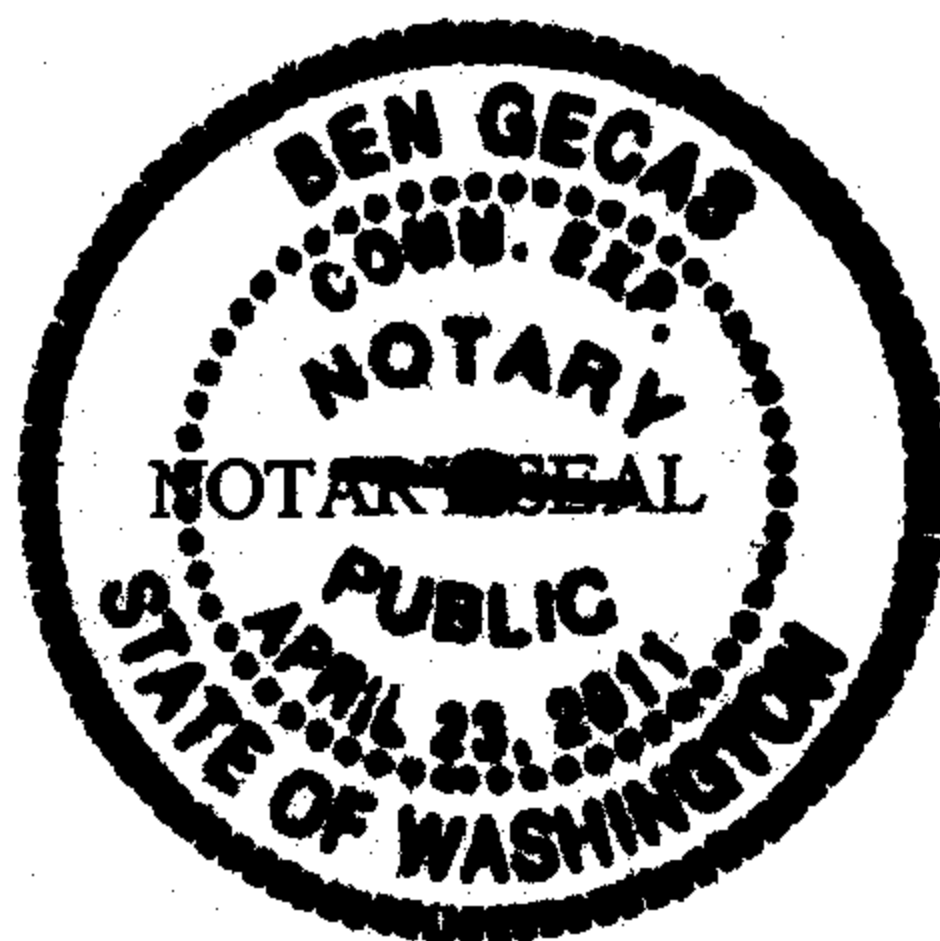
State of Washington)
) ss.
 County of LATAH)

On Feb 12, 2008 before me, Ben Gecas

personally appeared LINDA L WHARTON, WILLIAM C WHARTON

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Ben Gecas
 NOTARY SIGNATURE

Ben Gecas
 (Typed Name of Notary)

LENDER ACKNOWLEDGMENT

State of FL)
 County of DUVAL) ss.

On this 27TH day of FEBRUARY, 2008, before me, the undersigned Notary Public,
 personally appeared CAROLYN S. BLYMILLER


and known to me to be the AVP

authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By: Jessica M. Joy
JESSICA M. JOY
 Notary Public in and for the State of: FL

Residing at: _____
JACKSONVILLE, FL

My commission expires: 05/22/2009

NOTARY PUBLIC-STATE OF FLORIDA
 Jessica M. Joy
 Commission # DD431569
 Expires: MAY 22, 2009
 Bonded Thru Atlantic Bonding Co., Inc.

521283

I035FBQC

SCHEDULE A

THE FOLLOWING DESCRIBED PROPERTY IN THE COUNTY OF LATAH, STATE OF IDAHO:

LOT(S) 4, BLOCK 1, LOEHR'S ADDITION SUBDIVISION THE CITY OF MOSCOW, LATAH COUNTY, IDAHO

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

KNOWN: 922 W A ST

PARCEL: RPM0570001004AA