

532090

No. _____
AT THE REQUEST OF:DATE & HOUR: 8.25.09 9:12
SUSAN PETERSEN
LATAH COUNTY RECORDERFee \$ 6.00 BY [Signature]Document Prepared By:
Ronald E Meharg, PH# 888-362-9638

This Space for Recorder's Use Only

When Recorded Return To:

DOCX**1111 Alderman Drive
Suite 350****Alpharetta, GA 30005**

Property Address:

**1194 PINE CREST RD
MOSCOW, ID 83843-7444****BOA****173****3304604972****CRef#:09/03/2009-PRef#:R056-POF****Date:08/04/2009-Print Batch ID:89205**

Recording Requested By:

Bank of America, N.A.

IDstrr-eR2.0

04/02/2009

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**SUBSTITUTION OF TRUSTEE**

WHEREAS, that certain Deed of Trust described below provides that the holder of the Note secured by said Deed of Trust may appoint a successor Trustee to any Trustee thereunder appointed;

NOW THEREFORE, **Bank of America, N.A.** whose address is **4161 Piedmont Pkwy, Greensboro, NC, 27410-8110**, being the present legal owner and holder of the indebtedness secured by said Deed of Trust, does hereby substitute and appoint **Bank of America, NA (USA)** as Trustee, whose address is **4161 Piedmont Parkway, Attn: Release Dept., Greensboro, NC 27410**, as successor Trustee.

Bank of America, N.A., hereby acknowledges that the Promissory Note and all other indebtedness secured by the Deed of Trust have been fully satisfied and that the successor trustee mentioned herein is hereby requested to reconvey said Deed of Trust.

Original Borrower(s): **HENRY G. JACKSON AND CLAIRE LICHTENFELS, MARRIED TO EACH OTHER**

Original Trustee: **FIRST AMERICAN TITLE INSURANCE COMPANY OF IDAHO, INC.**

Original Beneficiary: **BANK OF AMERICA, N.A.**

Date of Deed of Trust: **08/11/2006**

Loan Amount: **\$280,000.00**

Recording Date: **08/15/2006** Book: N/A Page: N/A Document #: **507622**

and recorded in the official records of the **County of Latah**, State of **Idaho** affecting Real Property and more particularly described on said Deed of Trust referred to herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this date of **08/12/2009**.

Bank of America, N.A.

[Signature]
Jessica Ohde
Vice President

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3300), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY
[Type of Recording Jurisdiction]

of

LATAH
[Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: RP40N03W360176

4490 HIGHWAY 8, DEARY
[Street/City]

which currently has the address of

Idaho 83823-9697 ("Property Address"):
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money