

NO. \_\_\_\_\_  
 AT THE REQUEST OF:  
1st American Title  
 DATE & HOUR:  
12/31/02 2:53pm  
 SUSAN PETERSEN  
 LATAH COUNTY RECORDER  
 FEE \$ 9.00 BY Smith  
deputy

Account Number: 34368220100266999  
 CAP Number: 022941903500  
 Date Printed: 12/12/02  
 Reconveyance Fee: \$ 0.00

## WHEN RECORDED MAIL TO:

Bank of America Consumer Collateral Tracking  
 FL9-700 04-01  
 9000 Southside Blvd, Bldg 700  
 Jacksonville, FL 32256

RESERVED FOR AUDITOR'S USE ONLY.

## PERSONAL LINE OF CREDIT DEED OF TRUST

7776888

THIS DEED OF TRUST is made this 19 day of December, between  
 MELISSE KENNEDY, AN UNMARRIED PERSON AND CELESTE KENNEDY, AN UNMARRIED PERSON

Grantor,  
 whose address is 1104 S HAYES MOSCOW, ID 83843  
 and Chicago Title Insurance Company ("Trustee"), for

Bank of America, N.A. ("Beneficiary"), at its above named address.

WHEREAS Grantor has entered into an agreement with Beneficiary under which Beneficiary agrees to  
 lend to the Grantor from time to time, subject to repayment and reborrowing, up to a total amount  
 outstanding at any point in time of:

Twenty Three Thousand and 00/100's  
 (\$ 23,000.00 ) Dollars which indebtedness is evidenced by Grantor's Agreement and  
 Disclosure Statement Home Equity Line of Credit signed on \_\_\_\_\_,  
 with a Maturity Date of OCTOBER 21, 2047 if not paid sooner, (herein "Agreement").  
 The Agreement is incorporated herein by reference as though fully set forth.

TO SECURE to Beneficiary the repayment of the indebtedness evidenced by the Agreement, together  
 with all renewals, modifications, or extensions thereof, with interest thereon, the payment of other  
 sums, with interest thereon, advanced to protect the security of this Deed of Trust, and the  
 performance of the covenants and agreements of Grantor herein contained, together with interest  
 thereon at such rate as may be agreed upon, Grantor does hereby irrevocably grant, bargain, sell and  
 convey to the Trustee in Trust, with the power of sale, the following described property  
 in LATAH County, State of Idaho:

LOT 6, BLOCK 1, LUCE-MORTENSEN SUBDIVISION OF LOTS 17 THROUGH 22 OF  
 WHITE'S ACRE ADDITION TO THE CITY OF MOSCOW, AS SHOWN BY THE RECORDED  
 PLAT THEREOF, LATAH COUNTY, IDAHO. LAND: \$18,400.00 BUILDING:  
 \$8,812.00 TOTAL: \$103,212.00 YEAR: 2001

which real property either is not more than twenty acres in area or is located within an incorporated  
 city or village, together with all easements, tenements, hereditaments, and appurtenances now or later  
 in any way appertaining to the Property; all royalties, mineral, oil and gas rights and profits derived  
 from or in any way connected with the Property; all water and ditch rights, however evidenced, used  
 in or appurtenant to the Property; and the rents, issues and profits thereof; it being the express intent  
 of Grantor and Beneficiary that this Deed of Trust and the estate held by Trustee hereunder shall  
 continue in effect notwithstanding that from time-to-time no indebtedness of Grantor to Beneficiary  
 under the Agreement may exist, and shall survive as security for any new or additional indebtedness of  
 Grantor to Beneficiary under the Agreement from time-to-time arising.

VARIABLE INTEREST RATE. This agreement contains a Variable Interest Rate. The interest rate on  
 Grantor's indebtedness under the Agreement may vary from time-to-time in accordance with such rate  
 or rates, as described in the Agreement.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any  
 building, structure, or improvement being built or about to be built thereon; to restore promptly any  
 building, structure or improvement thereon which may be damaged or destroyed; and to comply with all  
 laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the  
 property free and clear of all other charges, liens or encumbrances, impairing the security of this Deed  
 of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as Beneficiary may require in an aggregate amount not less than the total debt secured by this Deed of Trust and all other prior liens. All policies shall be in such companies as the Beneficiary may approve and have loss payable to the Beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees to the maximum extent allowable by law, in any such action or proceeding.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses incurred in enforcing the obligations secured hereby including, without limitation Trustee's and Beneficiary's attorney's fees actually incurred.

6. Grantor shall not, without Beneficiary's prior written consent, grant or allow any further encumbrances or liens, voluntary or involuntary, against the property.

7. To promptly and fully perform all of the obligations of the mortgagor or grantor or contract purchaser under any existing mortgage or deed of trust or real estate contract on the property, and to save Beneficiary harmless from the consequences of any failure to do so.

8. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, including flood insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, or otherwise fail to keep and perform any of Grantor's covenants herein contained, the performance of which requires the expenditure of money, then, in any such event, the Beneficiary, at its election, may pay such sums as may be necessary to perform such obligations with respect to which the Grantor is in default, without prejudice to the Beneficiary's right to accelerate the maturity of this Deed of Trust and to foreclose the same, and any and all amounts so paid shall be repaid by the Grantor to the Beneficiary upon demand, with interest thereon at the highest rate then applicable to Grantor's indebtedness under the Agreement or other loan document from the date of such payment, and all such payments with interest as above provided, shall, from the date of payment, be added to and become a part of the indebtedness secured by this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligations secured hereby, shall be paid to Beneficiary to be applied to said obligations.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligations secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon the occurrence of an Event of Default as defined below, unless otherwise prohibited by law, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Idaho, at public auction to the highest bidder. Any person except Trustee may bid at the Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expenses of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligations secured by this Deed of Trust; (3) the surplus, if any, less the clerk's filing fee, shall be deposited together with a copy of the recorded notice of sale with the clerk of the Superior Court of the county in which the sale took place.

5. Trustee shall deliver to the purchaser at the sale its Deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's Deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Idaho is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.