

518580

NO.

AT THE REQUEST OF:

DATE & HOUR:

SUSAN PETERSEN
LATAH COUNTY RECORDER

FEE \$ 39.00

BY



unders, Mark

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

Loan Number: 68200504325999

[Space Above This Line For Recording Data]

DEED OF TRUST**DEFINITIONS**

(A) "Security Instrument" means this document, which is dated NOVEMBER 1, 2007, together with all Riders to this document.

(B) "Borrower" is MARK LUNDERS, SHEILA LUNDERS

the party or parties who have signed this Security Instrument.

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Bank of America, NA

Lender is a National Banking Association

organized

and existing under the laws of THE UNITED STATES OF AMERICA

Lender's address is 100 North Tryon Street, Charlotte, North Carolina 28255

Lender is the beneficiary under this Security Instrument.

(D) "Agreement" means the Home Equity Line of Credit Agreement signed by the Borrower.

(E) "Account" means the Home Equity Line of Credit Account pursuant to which the Lender makes Advances to the Borrower at the Borrower's direction, allowing the Borrower to repay those Advances and take additional Advances, subject to the terms of the Agreement.

(F) "Credit Limit" means the maximum aggregate amount of principal that may be secured by this Security Instrument at any one time. The Credit Limit is \$100,000.00. Except to the extent prohibited by Applicable Law, the Credit Limit does not apply to interest, Finance Charges, and other fees and charges validly incurred by Borrower under the Agreement and this Security Instrument. The Credit Limit also does not apply to other advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

(G) "Account Balance" is the total unpaid principal of the Account, plus earned but unpaid Finance Charges, outstanding fees, charges, and costs.

(H) "Maturity Date" is the date on which the entire Account Balance under the Agreement is due. The entire Account Balance on your Account, as defined in the Agreement and this Security Instrument, is due on NOVEMBER 1, 2032

(I) "Property" means the Property that is described below under the heading "Transfer of Rights in the Property."

MARK LUNDERS / 995072961914460

IDAHO HOME EQUITY LINE OF CREDIT DEED OF TRUST
IDHESI.BOA 10/06/06

Page 1 of 12

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(J) "Secured Debt" means:

- (1) All amounts due under your Account, including principal, interest, Finance Charges, and other fees, charges, and costs incurred under the terms of this Security Instrument and all extensions, modifications, substitutions or renewals thereof.
- (2) Any advances made and expenses incurred by Lender under the terms of this Security Instrument.

(K) "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"/> 1-4 Family | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Escrow Rider |
| <input type="checkbox"/> Second Home | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Mortgage Insurance Rider |
| <input type="checkbox"/> Other(s) | | |

(L) "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.

(M) "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.

(N) "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.

(O) "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.

(P) "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 Agreement and/or this Security Instrument.

(Q) "Approved Prior Loan" means a lien which is and which lender acknowledges and agrees will continue to have priority over the lien created by this Security Instrument.

(R) "Trustee" is FIRST AMERICAN TITLE INSURANCE COMPANY

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY

of

LATAH

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SCHEDULE A ATTACHED HERETO AND MADE A PART OF.