

557946

NO. \_\_\_\_\_ AT THE REQUEST OF:  
**BANK OF AMERICA-HOME RETENTION**  
DATE & HOUR 4.10.13 11:45  
SUSAN PETERSEN  
LATAH COUNTY RECORDER  
FEE \$ 19.00 BY [Signature]

Recording Requested by

Bank of America, N.A.

WHEN RECORDED MAIL TO:

Bank of America, N.A.

1001 Liberty Avenue, Suite 675  
Pittsburgh, PA 15222

This document was prepared by Bank of America, N.A. **RICK STUPKA**  
**1001 LIBERTY AVE SUITE 675 PITTSBURGH, PA 15222**  
See Exhibit B for assignments of record if applicable

NEW MONEY: \$1,474.07

Space Above for Recorder's Use

342414-13007777

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on August 25, 2012 between KENT B NICHOLS (the "Borrower(s)") and Bank of America, N.A., Original Lender/Beneficiary Lender or Servicer ("Lender"), amends and supplements that certain (Mortgage/Deed of Trust) (the "Security Instrument") dated the 16th of June, 2008 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property' (See Exhibit A for Legal Description if applicable), located at 1208 TAMARACK ST, MOSCOW, ID 83843.

PREV REC INFO: 613108 INST# 522529  
The real property described being set forth as follows:

### SAME AS IN SAID SECURITY INSTRUMENT

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

The fifth [and sixth] sentence[s] of the first paragraph of the Security Instrument is[are] hereby amended to read in its[their] entirety as follows:

Borrower owes Lender the principal sum of two hundred twenty-nine thousand thirty-seven and 7/100, (U.S. Dollars) (\$229,037.07). This debt is evidenced Borrower's note dated the same date as the Security Instrument, as amended and restated as of the date herewith ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2042. The Borrower[s] shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument. Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrower[s] and Bank of America, N.A. shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and

the Security Instrument shall remain in full force and effect and shall continue to be a first lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

SIGNED AND ACCEPTED THIS 21 DAY OF September  
BY

[Signature]  
KENT B NICHOLS

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

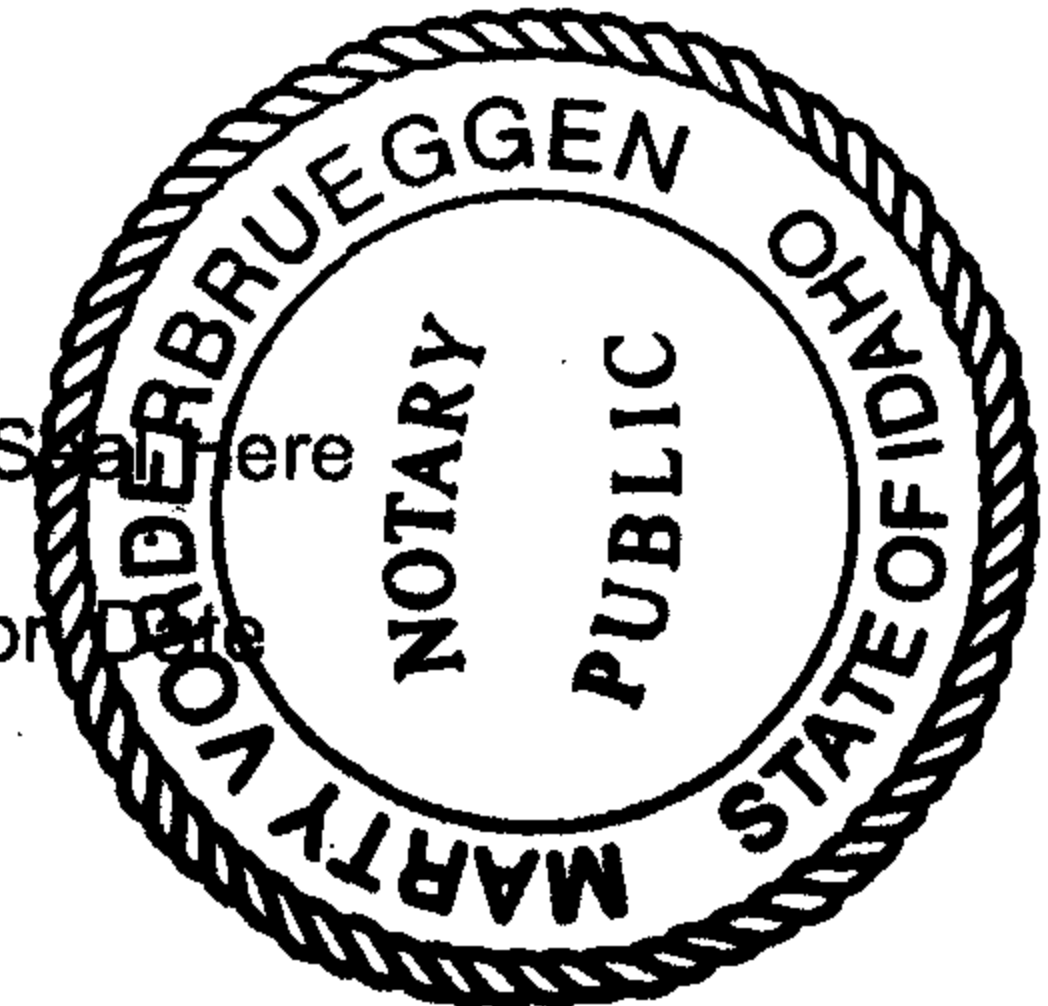
State of Idaho County of Latah On this 21<sup>st</sup> day  
of September 2012 before me the undersigned, a Notary Public in and for said State,  
personally appeared KENT B NICHOLS known to me, or proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
foregoing instrument and acknowledged  
that HE executed the same.

Witness my hand and official seal.

[Signature] Notary Signature

Marty A. Vanderbruggen Notary Public Printed Name Place Seal Here

2.28.2017 Notary Public Commission Expiration Date



COPY

## DO NOT WRITE BELOW THIS LINE

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THIS SECTION IS FOR INTERNAL Bank of America, N.A. USE ONLY

Bank of America, N.A., for itself or as successor by merger to BAC Home Loans Servicing, LP

By: Urban Settlement Services, LLC, its attorney in fact

By: 

Dated:

JAN 08 2013

Name:

Andre Bandelier

Title :

ASSISTANT SECRETARY

[Space below this line for Acknowledgement]

STATE OF

COUNTY OF

Colorado  
Broomfield

On

1/8/13

before me

Lynn Holdsworth

Notary Public, personally

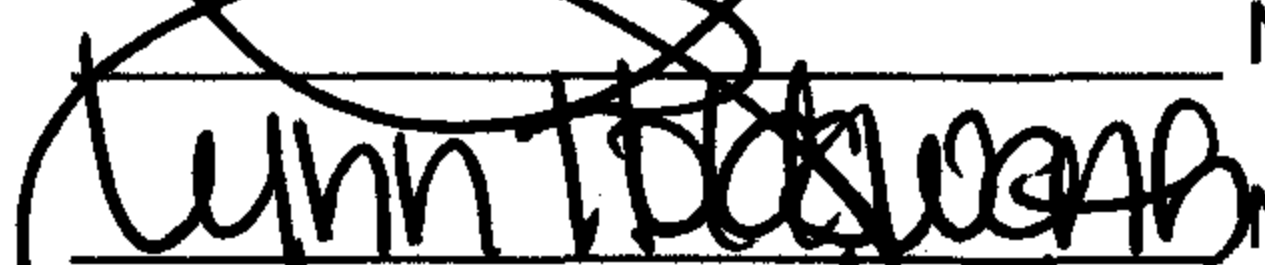
appeared

Andre Bandelier

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 signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

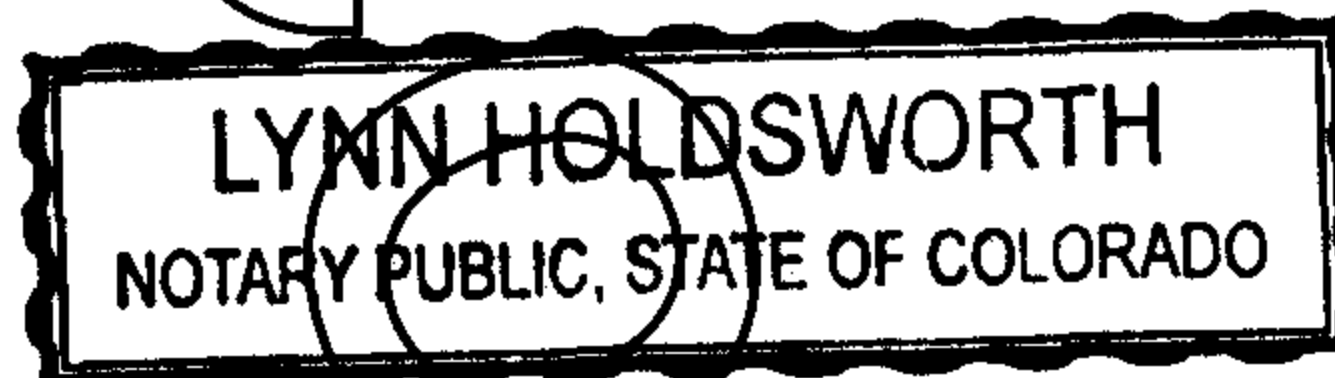
Notary Signature



Notary Public Printed Name Place Seal Here

Notary Public Commission Expiration Date

12/27/15



My Comm. Expires December 27, 2015

## Exhibit "A"

The land referred to in this policy is situated in the STATE OF IDAHO, COUNTY OF LATAH, CITY OF MOSCOW, and described as follows:

LOT 8, BLOCK 2, EVERGREEN HILLS REPLAT TO THE CITY OF MOSCOW, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN BOOK 6 OF PLATS, AT PAGE 18.

TOGETHER WITH: THE FOLLOWING REAL PROPERTY, BEING IN LATAH COUNTY, STATE OF IDAHO, TO-WIT: A PORTION OF LOT 9, BLOCK 2 OF THE RE-PLAT LOT 9 OF THE ORIGINAL PLAT OF EVERGREEN HILLS ADDITION TO THE CITY OF MOSCOW, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT SAID NW CORNER LOT 9, BLOCK 2; THENCE 89 DEGREES 55' E, 30.00 FEET; THENCE S. 0 DEGREES 05' E, 74.56 FEET; THENCE N. 22 DEGREES 00' W 80.45 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM: THE FOLLOWING REAL PROPERTY LOCATED IN LATAH COUNTY, STATE OF IDAHO, TO-WIT: A PORTION OF LOT 8, BLOCK 2 OF THE AMENDED PLAT OF THE ORIGINAL PLAT OF EVERGREEN HILLS ADDITION TO THE CITY OF MOSCOW, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT SOUTHEAST CORNER OF SAID LOT 8, BLOCK 2; THENCE N. 22 DEGREES 00' W, 56.61 FEET; THENCE S. 0 DEGREES 05' E 59.58 FEET; THENCE ALONG A CURVE TO THE RIGHT 22.29 (DELTA=6 DEGREES 23' 07", RADIUS=200.00 FEET) TO THE TRUE POINT OF BEGINNING.