

Account Number: 34368220148520799  
CAP Number: 080451740130  
Date Printed: 02/14/08  
Reconveyance Fee: \$ 0.00

**WHEN RECORDED MAIL TO:**

Bank of America Consumer Collateral Tracking  
FL9-700 04-01  
9000 Southside Blvd, Bldg 780  
Jacksonville, FL 32256

520323

NO. \_\_\_\_\_  
AT THE REQUEST OF:  
**MOSCOW TITLE INC**  
DATE & HOUR: 2-29-08 1:46  
SUSAN PETERSEN  
LATAH COUNTY RECORDER  
FEE \$ 18. BY [Signature]

RESERVED FOR AUDITOR'S USE ONLY.

**PERSONAL LINE OF CREDIT  
DEED OF TRUST**

THIS DEED OF TRUST is made this 15th day of FEBRUARY, 2008, between  
THOMAS J. WHITACRE AND JOANNA E. WHITACRE

2  
Grantor,  
whose address is 1105 HEADRICK RD POTLATCH, ID 83855;  
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:

One Hundred Thousand and 00/100'S  
(\$ 100,000.00 ) Dollars which indebtedness is evidenced by Grantor's Agreement and  
Disclosure Statement Home Equity Line of Credit signed on \_\_\_\_\_,  
with a Maturity Date of FEBRUARY 14, 2058 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:

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

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

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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 all 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.

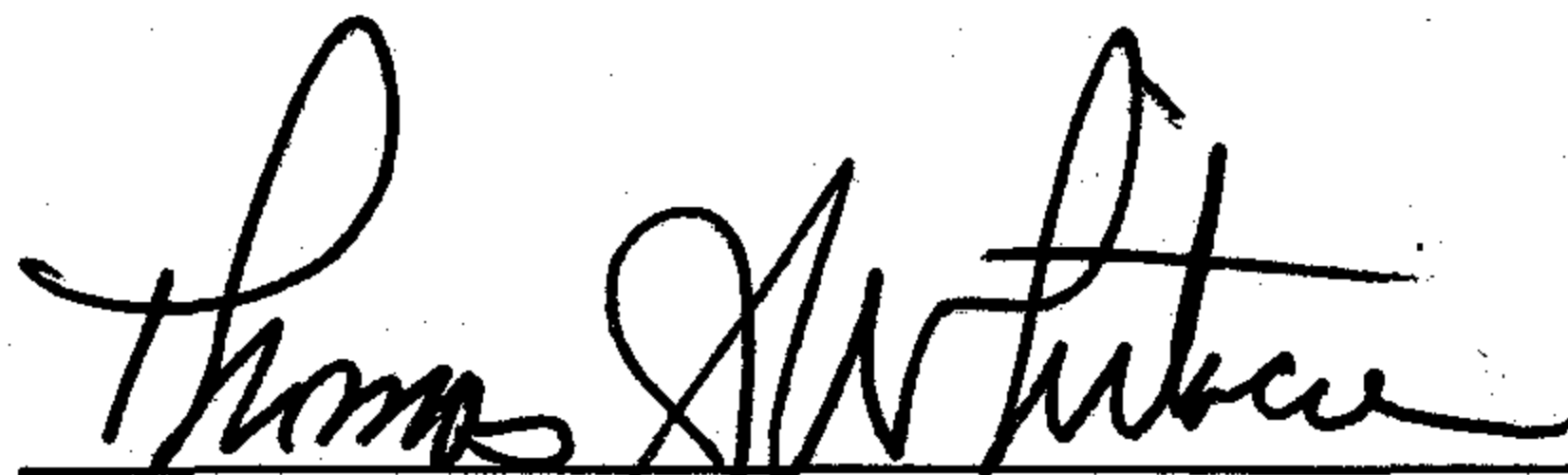
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Idaho is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.


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.

8. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Deed of Trust: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without our permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

9. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the Agreement or other evidence of indebtedness secured hereby, whether or not named as Beneficiary herein.

10. This deed of Trust has been delivered to beneficiary in the State of Idaho. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Idaho.

  
THOMAS J. WHITACRE

  
JOANNA E. WHITACRE

## ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF IDAHO )

: ss.

County of LATAH )

I certify that I know or have satisfactory evidence that THOMAS J WHITACRE and JOANNA E WHITACRE

Arreen C.A. Miller is/are the Individual(s) who signed this instrument in my presence and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 02/25/08

(NOTARY PUBLIC FOR THE STATE OF IDAHO)

My appointment expires 12/24/2010

## REQUEST FOR RECONVEYANCE

To Trustee:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated: \_\_\_\_\_

Send Reconveyance To: \_\_\_\_\_

## ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF IDAHO )

: ss.

County of LATAH )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
 and \_\_\_\_\_ is/are the individual(s) who  
 signed this instrument in my presence, on oath stated that (he/she/they) was/were authorized to  
 execute the instrument and acknowledged it as the \_\_\_\_\_  
 of \_\_\_\_\_ (TITLE)  
 (ENTITY) to be the free and voluntary  
 act of such party for the used and purposed mentioned in the instrument.

Dated: \_\_\_\_\_

(NOTARY PUBLIC FOR THE STATE OF IDAHO)

My appointment expires \_\_\_\_\_

EXHIBIT "A"

The North Half of the Southeast Quarter of the Southeast Quarter of Section 30,  
Township 41 North, Range 4, West Boise Meridian, Latah County, Idaho.

UNOFFICIAL COPY