

507837

Account Number: 34368220146231999
 CAP Number: 061991402080
 Date Printed: 08/04/06
 Reconveyance Fee: \$ 0.00

NO. _____
 AT THE REQUEST OF:
CUSTOM RECORDING
 DATE & HOUR: 8-23-06 2:05
 SUSAN PETERSEN
 LATAH COUNTY RECORDER
 FEE \$ 18.00 BY S. Petersen

WHEN RECORDED MAIL TO:
 Recording requested by: LSI
 When recorded return to :
 Custom Recording Solutions
 2550 N. Redhill Ave.
 Santa Ana, CA. 92705
 800-756-3524 ext. 5011

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PERSONAL LINE OF CREDIT DEED OF TRUST

THIS DEED OF TRUST is made this 23rd day of AUGUST, 2006, between
 CAROL N. STROBEL AND WILLIAM R. STROBEL, WIFE AND HUSBAND

Grantor,
 whose address is 1375 E HARLOW POINT RD HARRISON, ID 83833;
 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:

Fifty Thousand and 00/100'S
 (\$ 50,000.00) Dollars which indebtedness is evidenced by Grantor's Agreement and
 Disclosure Statement Home Equity Line of Credit signed on _____,
 with a Maturity Date of JULY 18, 2051 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 SCHEDULE 'A' ATTACHED HERETO AND MADE A PART HEREOF:

EXHIBIT

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

Reference No: 015002 - 061991402080

Idaho

CLS3163-1 /0007/WA/ID 05-04
 12-05-3163NSB

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment to be executed as of June 15, 2006.

Optionee:

CREEK ASSOC., L.L.C., an Idaho limited liability company

By: Whitewater Creek, Inc., an Idaho corporation,
its Manager

By: _____
Maryann Prescott, its President

Lender:

BANK OF AMERICA, N.A.

By: _____
Karen Roche, Vice President

Borrower:

CREEKSIDE PROPERTIES, L.P., an Idaho limited partnership

By: Creek Assoc., L.L.C., an Idaho limited liability company, its General Partner

By: Whitewater Creek, Inc., an Idaho corporation, its Manager

By: _____
Maryann Prescott, its President

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 2006, before me, _____, a Notary Public in and for said State, personally appeared Maryann Prescott, known or identified to me to be the President of Whitewater Creek, Inc., an Idaho corporation, such corporation being the Manager of CREEK ASSOC., L.L.C., an Idaho limited liability company, and the Manager who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that she executed the within instrument on behalf of said corporation as Manager of said limited liability company.

which currently has the address of 665 PINE ST

POTLATCH [City] IDAHO [State]

83855 ("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 seised 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.

ADVANCES. During the Draw Period described in the Agreement, the Borrower may repeatedly take and repay any advances that Lender makes to Borrower under the terms of the Agreement and this Security Instrument, subject to the terms that the Agreement and this Security Instrument impose. The Agreement and this Security Instrument will remain in full force and effect notwithstanding that the Account Balance under the Agreement may occasionally be reduced to an amount of equal to or less than zero.

Any amounts that Lender advances to Borrower in excess of the Credit Limit will be secured by the terms of this Security Instrument unless applicable law prohibits the same. Lender shall not be obligated to increase the Credit Limit formally or to make additional Advances in excess of the Credit Limit stated in the Agreement even though the Credit Limit has been exceeded one or more times. The Draw Period may or may not be followed by a Repayment Period, as described in the Agreement, during which additional Advances are not available. During both the Draw Period and the Repayment Period the Lender may, at its option, make Advances from the Account to pay fees, charges, or credit insurance premiums due under the Agreement or this Security Instrument, or make other Advances as allowed by this Security Instrument.

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 Secured Debt.** Borrower shall pay when due all Secured Debt in accordance with the Agreement and this Security Instrument. All payments shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Agreement or Security Instrument be by a method of Lender's choosing. These methods include, but are not limited to: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Billing Statement or at such other location as may be designated by Lender in accordance with the notice provisions provided in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Account current. Lender may accept any payment or partial payment insufficient to bring the Account current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** All payments accepted by Lender shall be applied to the Secured Debt under this Security Instrument as provided in the Agreement unless Applicable Law provides otherwise. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Agreement shall not extend or postpone the due date, or change the amount, of the Minimum Payment.

3. **Funds for Escrow Items.** Borrower shall not be required to pay into escrow amounts due for taxes, assessments, leasehold payments, or other insurance premiums unless otherwise agreed in a separate writing.

4. **Charges; Liens; Prior Security Interests.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in a manner provided in Section 3.

Borrower shall promptly discharge any lien, other than the Approved Prior Loan, which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, other than the Approved Prior Loan, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth in this Section.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with the Agreement. Borrower shall pay when due, or shall cause to be paid when due, all sums required under the loan documents evidencing the Approved Prior Loan and shall perform or cause to be performed all of the covenants and agreements of Borrower or the obligor set forth in such loan documents. All of Lender's rights under this Covenant shall be subject to the rights of the Holder of the Approved Prior Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Agreement. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section shall become additional Secured Debt of Borrower and secured by this Security Instrument. These amounts shall bear interest at the Agreement rate from, the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment and be subject to the terms of the Agreement and the Security Instrument.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgagee clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgagee clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration

or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Agreement or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Agreement or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of the Agreement and Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower resides on the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Home Equity Line of Credit Application Process; Default. Borrower shall be in default if, during the Account application process, or at any time during the term of the Agreement, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Account. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

Borrower is also in default if: 1) Borrower engages in fraud or makes a material misrepresentation at any time in connection with Borrower's Account; 2) Lender does not receive the full amount of any Minimum Payment due or Borrower fails to meet any of the other repayment terms of the Agreement; 3) Borrower's action or inaction adversely affects the Property or Lender's rights in it. Examples of these actions or inactions include, but are not limited to: a) Borrower's death, if Borrower is the sole person on the Account; or the death of all but one borrower which adversely affects Lender's security; b) Illegal use of the Property, if such use subjects the Property to seizure;

EXHIBIT A

EXHIBIT A ATTACHED TO AND FORMING A PART OF THAT AMENDMENT TO SUBORDINATION AGREEMENT DATED JUNE 15, 2006

LEGAL DESCRIPTION:

"LOT 2" LEGAL DESCRIPTION, DEED INSTRUMENT NUMBER 487277 AND DEPICTED IN THE ALTA/ACSM LAND TITLE SURVEY RECORDED AS INSTRUMENT NUMBER 483139 (R-7 OF THIS SURVEY).

A PARCEL OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF MOSCOW, LATAH COUNTY, IDAHO. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER FOR SECTION 17 FROM WHICH THE SOUTHWEST CORNERS OF SECTION 17 BEARS, 01° 02' 29" WEST, 2634.45 FEET; THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 01° 02' 29" WEST, 825.26 FEET TO A POINT; THENCE SOUTH 89° 00' 48" EAST, A DISTANCE OF 60.13 FEET TO A POINT ON THE EAST RIGHT-OF-WAY FOR STATE HIGHWAY 95, SAID POINT ALSO BEING THE POINT OF BEGINNING FOR THIS DESCRIBED PARCEL OF LAND;

THENCE FROM SAID POINT OF BEGINNING SOUTH 89° 00' 48" EAST, 599.82 FEET TO A POINT ON THE WEST BOUNDARY OF RENNER ADDITION, FILED IN BOOK 6 AT PAGE 5, INSTRUMENT NUMBER 262290, LATAH COUNTY RECORDS;

THENCE SOUTHERLY ALONG THE SAID WEST BOUNDARY, SOUTH 00° 34' 50" EAST, 163.25 FEET TO A ¾" IRON ROD. SAID IRON ROD BEING THE SOUTHWEST CORNER OF RENNER ADDITION AND THE NORTHWEST CORNER OF INDIAN HILLS CONDOMINIUMS FILED IN BOOK 1 AT PAGE 13, INSTRUMENT NUMBER 336478, LATAH COUNTY RECORDS;

THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID INDIAN HILLS CONDOMINIUMS, SOUTH 01° 04' 10" WEST, 329.66 FEET TO A ¾" IRON ROD BEING THE SOUTHWEST CORNER OF SAID INDIAN HILLS CONDOMINIUMS;

THENCE NORTH 88° 56' 12" WEST, 434.73 FEET TO A POINT;

THENCE NORTH 00° 31' 23" EAST, 447.28 FEET TO A POINT;

THENCE NORTH 89° 00' 48" WEST, 166.40 FEET TO A POINT ON THE EAST RIGHT-OF-WAY FOR STATE HIGHWAY 95, SAID POINT BEING THE POINT OF CURVATURE OF A NON-TANGENT CURVE IN SAID RIGHT-OF-WAY CONCAVE TO THE WEST HAVING A RADIUS OF 2920.00 FEET, A CENTRAL ANGLE OF 00° 52' 59" AND A CHORD BEARING NORTH 02° 10' 54" EAST, 45.01 FEET;

THENCE NORTHERNLY ALONG SAID CURVED RIGHT-OF-WAY, 45.01 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT AS FULLY SET OUT IN INSTRUMENT NUMBERS 490115.