

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

RESERVED FOR AUDITOR'S USE ONLY.

PERSONAL LINE OF CREDIT DEED OF TRUST

THIS DEED OF TRUST is made this 7th 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

- (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 checked="" 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 CHICAGO TITLE

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

[Type of Recording Jurisdiction]

of

LATAH

[Name of Recording Jurisdiction]

SCHEDULE A ATTACHED HERETO AND MADE A PART OF.

Exhibit

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

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF IDAHO)
County of LATAH) ss.

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.

(NOTARY PUBLIC FOR THE STATE OF IDAHO) Dated: _____
My appointment expires _____

Order ID: 2712878

Loan No.: 061991402080

**EXHIBIT A
LEGAL DESCRIPTION**

The land referred to in this policy is situated in the State of Idaho, County of Latah and is described as follows:

Beginning at the Southwest corner of Lot 7 of Block 9 of Sunnyside Addition to the City of Moscow, and running thence North 60.0 feet; thence East 33.0 feet; thence South 10.0 feet to a point on the North line of said Lot 7; thence East 22.0 feet; thence South 50.0 feet to a point on the South line of said Lot 7; thence West 55.0 feet to the point of beginning; said property being a part of Lots 7 and 8, Block 9, Sunnyside Addition to the City of Moscow, as shown by the recorded plat thereof.

WITH THE APPURTENANCES THERETO.

APN: RP M103000907B