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NO. 559552  
AT THE REQUEST OF:  
**LATAH COUNTY TITLE CO**  
DATE & HOUR  
06-24-13 10:43 AM  
SUSAN PETERSEN  
LATAH COUNTY RECORDER  
FEE \$ 22.00 BY C. Johns  
Deputy

After Recording Return To:

Bank of America, N.A.  
One Mortgage Way  
P.O. Box 5449  
Mt. Laurel, NJ 08054  
Mail Stop : DC

Account No. HELOC # 7102059958/7104766782

(Space above for Recorder's use only)

**MODIFICATION OF HOME EQUITY CREDIT LINE AGREEMENT  
AND SECURITY INSTRUMENT**

Borrower(s):  
Deborah S. Wallin  
Property Address:  
1131 Nearing Road  
Moscow, ID 83704  
Current Credit Limit: \$45,000.00

Account Number:  
7102059958  
Date:  
June 7, 2013

New Credit Limit: \$27,000.00

☒ If this box is checked, then Section 1 below is applicable. If this box is not checked, then Section 1 below is not applicable.

Current Margin: %

New Margin: %

☐ If this box is checked, then Section 2 below is applicable. If this box is not checked, then Section 2 below is not applicable.

This Modification of Home Equity Credit Line Agreement And Security Instrument (the "Modification") is made and entered into on the date stated above by and between Bank of America, N.A., ("BANA"), and the Borrower(s) identified above (collectively, the "Borrower").

BANA and Borrower are parties to a home equity line of credit agreement (including any riders and previous amendments, the "Agreement") that establishes the account identified above (the "Account") from which Borrower may obtain credit advances on a revolving basis from BANA. The Agreement is secured by a mortgage, deed of trust or security deed (including any riders and previous amendments, the "Security Instrument") dated October 19, 2007, and recorded on November 2, 2007, as Control No. 518226 of the Official Records of Latah County, Idaho. The Security Instrument encumbers Borrower's property described in the Security Instrument (the "Property"), commonly known as the Property Address stated above, and more particularly described on Exhibit A attached to this Modification, which Exhibit A is incorporated into this Modification by this reference.

For good and valuable consideration, the receipt of which is hereby acknowledged, BANA and Borrower agree as follows:

**1. Change to Credit Limit.** *If the first box on the first page of this Agreement is checked, then this section 1 is applicable.* The Agreement and the Security Instrument state that Borrower may obtain loans or advances from the Account up to the amount (the "Credit Limit") of the Current Credit Limit stated above. BANA and Borrower agree that the Agreement and Security Instrument are hereby modified, amended and supplemented by changing the Credit Limit to the amount of the New Credit Limit stated above, and the amount secured by the Security Instrument is being decreased to the New Credit Limit, which modification, amendment and supplement will become effective upon the "Effective Date" (as that term is defined in Section 5 below). All other terms and conditions of the Agreement and applicable law relating to the Credit Limit including, without limitation, (a) BANA's right to further reduce the Credit Limit under certain circumstances, (b) BANA's right to prohibit Borrower from obtaining additional loans or advances from the Account under certain circumstances, and (c) Borrower's obligation not to borrow more than the Credit Limit, remain in full force and effect.

**2. Calculation of Annual Percentage Rate or Interest Rate.** *If the second box on the first page of this Agreement is checked, then this Section 2 is applicable.* The Agreement states that the annual percentage rate or interest rate for the Account will be calculated by adding a specified number of percentage points (which could be either a positive or a negative number, and which is defined in this Modification as the "margin") to a specified prime rate. The Agreement states that the margin is the amount of the Current Margin stated above. BANA and Borrower agree that the Agreement is modified, amended and supplemented by changing the margin to the amount of the New Margin set forth above, which modification, amendment and supplement are effective beginning on the "Effective Date" (as that term is defined in Section 5 below). Beginning on such Effective Date, the annual percentage rate or interest rate for the Account will be determined, in the manner provided for in the Agreement, using the New Margin.

**3. Effect of this Modification.** This Modification modifies, amends and supplements the Agreement and the Security Instrument. In the event of any inconsistency between the provisions of this Modification and the provisions of the Agreement or the Security Instrument, the provisions of this Modification shall prevail over and supersede the inconsistent provisions of the Agreement or the Security Instrument. Except as modified, amended or supplemented by this Modification, the Agreement and the Security Instrument shall remain in full force and effect and are ratified by Borrower.

**4. Other Liens.** Borrower represents and warrants that the Property is not subject to any liens, encumbrances, charges or security interests other than the lien of the Security Instrument and (a) the lien of any mortgage, deed of trust or security deed that was prior to the lien of the Security Instrument at the time the Security Instrument was recorded, or (b) the lien of any mortgage, deed of trust or security deed to which BANA has expressly subordinated or has expressly agreed to subordinate the lien of the Security Instrument by a separate written document. Borrower further represents and warrants that no person or entity, other than the Borrower, has any interest in the Property. The representations and warranties contained in this Section 4 shall survive any termination of the Agreement.

**5. Definition of Terms.** For purposes of this Modification, the term "Effective Date" shall mean the date appearing to the right of the "Borrower Signature" below. If no such date appears below, then the "Effective Date" shall mean the date appearing to the right of the first signature on behalf of Phh Mortgage Corporation below. If no such date appears below, then the "Effective Date" shall mean the date on which BANA receives this Modification following its execution by each Borrower. Except as otherwise provided in this Modification, the terms used in this Modification shall have the same meanings as the same or substantially equivalent terms used in the Agreement and the Security Instrument, whether or not the terms used in this Modification are capitalized.

By signing below, BANA and each Borrower accepts and agrees to the terms of this Modification.

WITNESS

Sody Hunter  
Sody Hunter  
Shannon M. Parmenter  
Shannon M. Parmenter

BANK OF AMERICA, N.A.

By PHH Mortgage Corporation, Authorized Agent

Laurie Perkins  
BY: Laurie Perkins  
TITLE: Vice President

Borrower(s):

WITNESS

Borrowers:

\_\_\_\_\_  
Print name

Deborah S. Wallin a/k/a Deborah Wallin  
Borrower printed name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Co-Borrower printed name

## ACKNOWLEDGMENTS

STATE OF FLORIDA

COUNTY OF DUVAL

) ss.

On June 7, 2013, before me, Joan Devaughn, a Notary Public, personally appeared Laurie Perkins, Vice President of PHH Mortgage Corporation, duly authorized agent for Bank of America, N.A., who proved to me on the basis of satisfactory evidence to be the person whose names is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Signature] (Seal)  
(Signature of Notary)

STATE OF IdahoCOUNTY OF Latah

) ss.

On 18<sup>th</sup> of June 2013, before me, Shelley Anderson, a Notary Public, personally appeared Deborah Skelton who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Idaho that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Signature] (Seal)  
(Signature of Notary) 3-19-2014

SHELLEY ANDERSON  
NOTARY PUBLIC  
STATE OF IDAHO

COPY

**Exhibit A****(Property Description)**

A PARCEL OF LAND SITUATED IN THE STATE OF IDAHO, COUNTY OF LATAH,  
WITH A STREET LOCATION ADDRESS OF 1131 NEARING RD; MOSCOW, ID  
83843-8771 CURRENTLY OWNED BY DEBORAH WALLIN HAVING A TAX  
IDENTIFICATION NUMBER OF RP017300000160 AND FURTHER DESCRIBED AS  
NEARING ADD LOT 16 17 40 5.

UNOFFICIAL COPY