

85  
4/24/2

Return To: LOAN # 6476348823  
FL9-700-01-01  
JACKSONVILLE POST CLOSING  
BANK OF AMERICA  
9000 SOUTHSIDE BLVD.  
BLDG 700, FILE RECEIPT DEPT.  
JACKSONVILLE, FL 32256  
Prepared By: TONY W. LEW  
BANK OF AMERICA, N.A.  
300 ELLINWOOD WAY, SUITE 201  
PLEASANT HILL, CA 94523

NO. 467578  
AT THE REQUEST OF:  
LATAH COUNTY TITLE CO.  
DATE & HOUR: 7/24/02 3:25pm  
SUSAN PETERSEN  
LATAH COUNTY RECORDER  
FEE \$ 4800 BY Abmuth  
deputy  
LATAH COUNTY TITLE CO

[Space Above This Line For Recording Data]

## DEED OF TRUST

LOAN # 6476348823

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 17, 2002 together with all Riders to this document.

(B) "Borrower" is DAVID G. BOGUT AND JENNIFER K. BOGUT

Borrower is the trustor under this Security Instrument.

(C) "Lender" is BANK OF AMERICA, N.A.

Lender is a NATIONAL BANKING ASSOCIATION organized and existing under the laws of THE UNITED STATES OF AMERICA

IDAHO - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3013 1/01

VMP - 6(1D) (0005).02

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Initials: AB

VMP MORTGAGE FORMS - (800)521-7291

CVID 07/17/02 3:22 PM 6476348823



**EXHIBIT 'A'**

TRACTS OF LAND LOCATED IN SECTIONS 13 AND 24, TOWNSHIP 39 NORTH RANGE 3 WEST AND SECTIONS 18, 19 AND 20, TOWNSHIP 39 NORTH, RANGE 2 WEST, BOISE MERIDIAN, LATAH COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 3 WEST:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (S1/2NW1/4SE1/4), THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (N1/2SW1/4SE1/4), AND THE EAST HALF OF THE SOUTHEAST QUARTER (E1/2SE1/4).

IN SECTION 24, TOWNSHIP 39 NORTH, RANGE 3 WEST:

THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (E1/2NW1/4SW1/4NE1/4), THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (NE1/4SW1/4NE1/4), THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4), THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (S1/2SE1/4NE1/4NE1/4), THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (E1/2SE1/4NE1/4SE1/4), AND THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (E1/2NE1/4SE1/4SE1/4).

IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 2 WEST:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4NW1/4SW1/4), THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (W1/2SW1/4SW1/4), THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SE1/4SW1/4SW1/4), AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SW1/4SE1/4SW1/4).

IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 2 WEST:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (S1/2NW1/4NW1/4SW1/4), THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NE1/4NW1/4SW1/4), THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (S1/2NW1/4SW1/4), THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (N1/2SW1/4SW1/4), THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4SW1/4), THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (E1/2SE1/4SW1/4) THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (E1/2W1/2SE1/4SW1/4), THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (W1/2NW1/4SE1/4SW1/4), AND THE SOUTHEAST QUARTER (SE1/4), AND THE NORTHWEST QUARTER (NW1/4).

IN SECTION 20, TOWNSHIP 39 NORTH, RANGE 2 WEST:

THE WEST HALF OF THE SOUTHWEST QUARTER (W1/2SW1/4).

CONTAINING 770 ACRES MORE OR LESS.

SUBJECT TO AND TOGETHER WITH PERMANENT AND PERPETUAL NON-EXCLUSIVE INGRESS/EGRESS AND UTILITY EASEMENTS (INCLUDING COMMERCIAL ACCESS) 50 FEET IN WIDTH, OVER, ACROSS UNDER AND THROUGH THOSE PARCELS DESCRIBED ABOVE AND GRANTED TO THE OWNERS, HEIRS AND ASSIGNS OF THE FOLLOWING DESCRIBED PARCELS:

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 18, TOWNSHIP 39 NORTH, RANGE 2 WEST, BOISE MERIDIAN, LATAH COUNTY, IDAHO.

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 19, TOWNSHIP 39 NORTH, RANGE 2 WEST, BOISE MERIDIAN, LATAH COUNTY, IDAHO.

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 2 WEST, BOISE MERIDIAN, LATAH COUNTY, IDAHO.

AND...

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 3 WEST, BOISE MERIDIAN, LATAH COUNTY, IDAHO.

SAID EASEMENT STRIPS ARE MORE PARTICULARLY DESCRIBED AS ROADS 1, 2, 3 & 4 BELOW AND AS SHOWN IN ATTACHED EXHIBIT B:

#### ROAD 1

COMMENCING AT THE APPARENT POINT OF INTERSECTION OF A CURVE WHICH LIES CONCAVE SOUTHWESTERLY IN AN EXISTING COUNTY ROAD (GALLOWAY ROAD) SAID POINT BEARS APPROXIMATELY SOUTH 33°15' EAST 2990 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 19, SAID POINT MARKS THE POINT OF BEGINNING OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THENCE ALONG THE CENTERLINE OF SAID EASEMENT THE FOLLOWING EIGHT (8) COURSES:

- 1.) SOUTH 81°15' WEST 353 FEET;
- 2.) NORTH 81° 45' WEST 107 FEET;
- 3.) NORTH 78°00' WEST 156 FEET;
- 4.) NORTH 88°30' WEST 110 FEET;
- 5.) SOUTH 63°00' WEST 108 FEET;
- 6.) SOUTH 77° 00' WEST 135 FEET;
- 7.) NORTH 87°00' WEST 247 FEET;
- 8.) SOUTH 09°15' WEST 144 FEET MORE OR LESS TO A POINT IN THE NORTH HALF NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 19 THE TERMINUS

**ROAD 2**

COMMENCING AT THE APPARENT POINT OF INTERSECTION OF A CURVE WHICH LIES CONCAVE SOUTHWESTERLY IN AN EXISTING COUNTY ROAD (GALLOWAY ROAD) SAID POINT BEARS APPROXIMATELY SOUTH 33°15' EAST 2990 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 19;

THENCE SOUTH 27°45' EAST 1257 FEET TO A POINT IN AN EXISTING COUNTY ROAD (BETHANY ROAD) BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE ALONG SAID CENTERLINE THE FOLLOWING TEN (10) COURSES:

- 1.) NORTH 55°00' WEST 19 FEET;
- 2.) SOUTH 64°45' WEST 167 FEET;
- 3.) SOUTH 33°00' WEST 145 FEET;
- 4.) SOUTH 15°15' WEST 132 FEET;
- 5.) SOUTH 44°45' WEST 157 FEET;
- 6.) SOUTH 31°00' WEST 333 FEET;
- 7.) SOUTH 40°15' WEST 134 FEET;
- 8.) SOUTH 67°15" WEST 180 FEET;
- 9.) SOUTH 74°45' WEST 178 FEET;
- 10.) SOUTH 51°00' WEST 139 FEET MORE OR LESS TO A POINT THAT LIES IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 19 TO THE TERMINUS.

**ROAD 3**

COMMENCING AT THE APPARENT POINT OF INTERSECTION OF A CURVE WHICH LIES CONCAVE SOUTHWESTERLY IN AN EXISTING COUNTY ROAD (GALLOWAY ROAD) SAID POINT BEARS APPROXIMATELY SOUTH 33°15' EAST 2990 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 19;

THENCE SOUTH 81°15' WEST 353 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE ALONG SAID CENTERLINE IN SAID SECTION 19 THE FOLLOWING TWENTY (20) COURSES:

- 1.) NORTH 08°00' EAST 60 FEET;
- 2.) NORTH 20°15' WEST 154 FEET;
- 3.) NORTH 35°30' WEST 148 FEET;

if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** 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 the manner provided in Section 3.

Borrower shall promptly discharge any lien 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, 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 above in this Section 4.

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 this 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,

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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 Loan. 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 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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 mortgage 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 mortgage 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 sums 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 Note 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

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