

53635

551367

RECORDING REQUESTED BY:
RECONTRUST COMPANY, N.A.
 2380 Performance Dr
 Richardson, TX 75082

WHEN RECORDED MAIL TO:
 Bank of America, N.A.
 Attn: Foreclosure (Idaho)
 RECONTRUST COMPANY, N.A.
 400 National Way
 SIMI VALLEY, CA 93065

No. _____
 AT THE REQUEST OF:
LATAH COUNTY TITLE CO.
 DATE & HOUR:
 5.23.12 7:39
 SUSAN PETERSEN
 LATAH COUNTY RECORDER
 Fee \$ 16.00 BY *[Signature]*

TS No. 09-0187257
 Title Order No. 090894427IDGNO
 Parcel No. RPJ1400001002A

53635

TRUSTEE'S DEED

RECONTRUST COMPANY, N.A., as Trustee under the Deed of Trust hereinafter particularly described, does hereby Bargain, Sell and Convey, without warranty, to BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRY WIDE HOME LOANS SERVICING, LP, of 400 National Way SV-35 Simi Valley, CA, 93065, hereinafter called Grantee, all of the real property situated in the County of Latah, State of Idaho, described as follows:

SEE ATTACHED LEGAL DESCRIPTION

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 converted by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

This conveyance is made pursuant to the powers conferred upon said Trustee by that certain Deed of Trust recorded 10/28/2008 as Instrument Number 525717, and executed by TRAVIS A TATE AND LORI J ROBERTS, HUSBAND AND WIFE, as Grantor(s) in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, records of Latah County, state of Idaho, and after the fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows:

(a) Default occurred in the obligations for which said Deed of Trust, and any supplemental modifications thereto, were given as security, and the Beneficiary made demand upon said Trustee to sell said property pursuant to the terms of said Deed of Trust.

Notice of Default was recorded as Instrument No. 534760, records of Latah County, Idaho, and in the Office of the Recorder of each other county in which the property, or any part thereof, described in said Deed of Trust, is situated, the nature of such default being set forth in said Notice of Default; such default still existing at the time of sale.

(b) After recordation of said Notice of Default, Trustee gave notice of the time and place of the sale of said property by registered or certified mail, return receipt requested, by personal service upon the occupants of said real property and/or by posting in a conspicuous place on said premises, and by publishing in a newspaper of general circulation in each of the counties in which said property is situated, in accordance with 45-1506(1) through 45-1506(7), Idaho Code, and 45-1506A(3), Idaho Code, when applicable, and as more fully appears in the affidavits recorded at least (20) days prior to the date of sale, and in accordance with 45-1506A(4), Idaho Code, when applicable, as Instrument Nos. 549256, and concurrently therewith when applicable, records of Latah, Idaho.

(c) The provisions, recitals and contents of the Notice of Default referred to in paragraph (a) supra and of the affidavits referred to in paragraph (b) supra, and any supplemental Affidavits attached hereto, shall be, and are hereby incorporated herein, and made a part of by this reference, for all purposes as though set forth herein at length.

"This instrument is being recorded as an
 ACCOMMODATION ONLY, with no
 Representation as to its effect upon title"

(d) All requirements of law regarding the mailing, personal service, posting, publication of the Notice of Sale, and recording of Notice of Default and of all other notices, affidavits and recordings in accordance with Title 45-1503 et al, Idaho Code, have been complied with.

(e) Not less than 120 days elapsed between the giving of Notice of Sale by registered or certified mail and the sale of said property.

(f) Trustee, at the time and place of said sale fixed by said notice, at public auction, in one parcel, struck off to Grantee, BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP, being the highest bidder therefore, the property herein described for the sum of \$242,780.02, subject to, however, all superior and/or prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, advances and costs.

IN WITNESS WHEREOF, the Trustee, pursuant to a resolution of its Board of Directors, has caused its corporate name to be hereto subscribed this day.

Dated: **MAY 14 2012**

RECONTRUST COMPANY, N.A.

By:

Stephanie Y. King 5-15-12

STATE OF Texas)
COUNTY OF Tarrant)

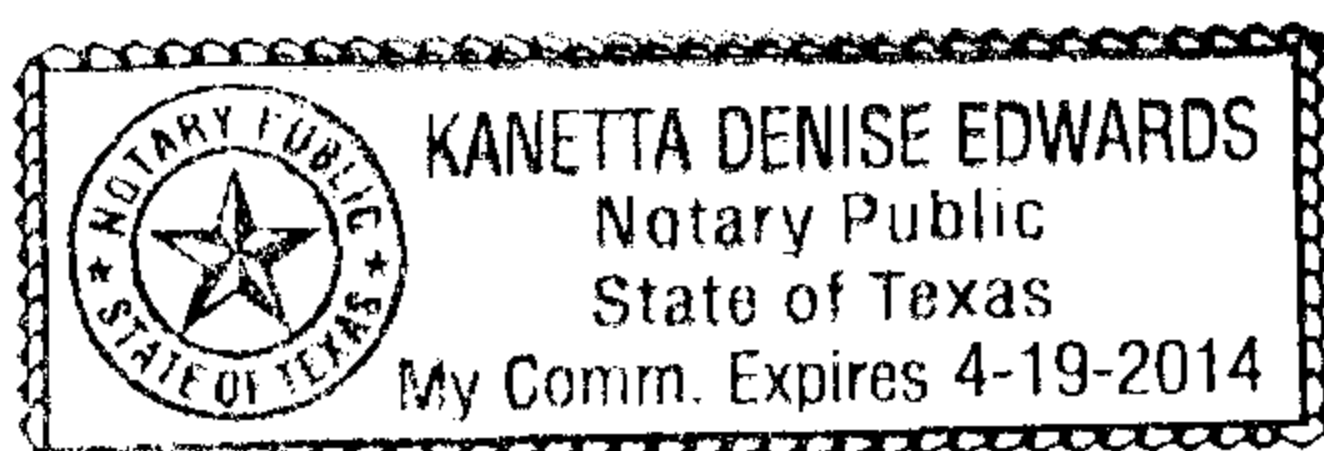
Stephanie Y. King

AVP

MAY 15 2012

Kanetta Denise Edwards

On **Stephanie Y. King**, before me **AVP**, personally appeared **Stephanie Y. King**, known to me (or proved to me on the oath of **AVP** or through **AVP**) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.



Witness my hand and official seal.

Kanetta Denise Edwards
Notary Public

LEGAL DESCRIPTION

TS# 09-0187257

EXHIBIT A

Lots 1, 2, and 3, Block 1, Aldrich's Addition to the City of Juliaetta, as shown by the recorded plat thereof.

EXCEPTING THEREFROM a parcel of land being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 1; thence in a Northeasterly direction along the Southeast boundary line of said Lot 1, 24 feet to the TRUE POINT OF BEGINNING; thence at right angles Northwesterly to the North boundary line of said Lot 1; thence in an Easterly direction along said North boundary line to the Northeast corner of said Lot 1; thence in a Southwesterly direction along the Southeast boundary line of said Lot 1 to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM that part deeded to the State of Idaho for road purposes, as more fully set out in instrument recorded in Book 99 of Deeds at Page 224, and that part deeded to the Village of Juliaetta, for a right of way, as more fully set out in instrument recorded in Book 72 of Deeds at Page 466.