

50001
Return To: LOAN # 3310228642
FL9-700-05-22
JACKSONVILLE POST CLOSING
BANK OF AMERICA
9000 SOUTHSIDE BLVD.
BLDG 700 FILE RECEIPT DEPT.
JACKSONVILLE, FL 32256
Prepared By: MATTHEW JARAMILLO
BANK OF AMERICA, N.A.
275 S. VALENCIA AVENUE
BREA, CA 92823

NO. 521953
AT THE REQUEST OF:
LATAH COUNTY TITLE CO
DATE & HOUR: 5.13.08 2:10
ROSAN PETERSEN
LATAH COUNTY RECORDER
FEE \$ 48.00 BY [Signature]

[Space Above This Line For Recording Data]

LOAN # 3310228642

DEED OF TRUST

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 MAY 09, 2008, together with all Riders to this document.

(B) "Borrower" is BROCK E PURVIS, UNMARRIED PERSON

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(ID) (0005).02

Page 1 of 15

Initials: B.P.

VMP MORTGAGE FORMS - (800)521-7291

CVID 05/09/08 4:33 PM 3310228642



CONTINUING VALIDITY. Except as expressly provided in the Modification paragraph above, the terms of the original Security Instrument shall remain in full force and effect. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Agreement and Security Instrument. Except as otherwise specifically provided in this Modification, the Agreement and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement. Borrower also shall comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.

Linda L Wharton (Seal)
LINDA L WHARTON -Borrower

William C Wharton (Seal)
WILLIAM C WHARTON -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

LENDER:
BANK OF AMERICA, N.A.

x Carolyn S. Blymiller AVP
Authorized Officer
Carolyn S. Blymiller, AVP

LINDA L WHARTON/995080321543000
MODIFICATION OF SECURITY INSTRUMENT
MSIPP.BOA 03/28/07

Mortgagee, when a writing signed by Mortgagor (or any successor in interest to Mortgagor) evidences said parties' agreement that such advance or obligation be secured by this Mortgage.

This Mortgage does not secure any obligation which expressly states that it is unsecured, whether contained in the foregoing Debt Instrument or in any other document, agreement or instrument.

2.2 Terms of Secured Obligations. All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of the Debt Instrument described in Paragraph 2.1(a) and each other agreement or instrument made or entered into in connection with each of the Secured Obligations. These terms include any provisions in the Debt Instrument which permit borrowing, repayment and reborrowing, or which provide that the interest rate on one or more of the Secured Obligations may vary from time to time.

3. ASSIGNMENT OF RENTS

3.1 Assignment. Mortgagor hereby irrevocably, absolutely, presently and unconditionally assigns to Mortgagee all rents, royalties, issues, profits, revenue, income and proceeds of the Property, whether now due, past due or to become due, including all prepaid rents and security deposits (collectively, the "Rents"), and confers upon Mortgagee the right to collect such Rents with or without taking possession of the Property. In the event that anyone establishes and exercises any right to develop, bore for or mine for any water, gas, oil or mineral on or under the surface of the Property, any sums that may become due and payable to Mortgagor as bonus or royalty payments, and any damages or other compensation payable to Mortgagor in connection with the exercise of any such rights, shall also be considered Rents assigned under this Paragraph. THIS IS AN ABSOLUTE ASSIGNMENT, NOT AN ASSIGNMENT FOR SECURITY ONLY.

3.2 Grant of License. Notwithstanding the provisions of Paragraph 3.1, Mortgagee hereby confers upon Mortgagor a license ("License") to collect and retain the Rents as they become due and payable, so long as no Event of Default, as defined in Paragraph 6.2, shall exist and be continuing. If an Event of Default has occurred and is continuing, Mortgagee shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Mortgagor, and without regard to the adequacy of the security for the Secured Obligations.

4. GRANT OF SECURITY INTEREST.

4.1 Grant of Security Interest. Mortgagor grants to Mortgagee a security interest in, and pledges and assigns to Mortgagee, all of Mortgagor's right, title and interest now or hereafter acquired in and to all of the following described personal property (collectively, the "Personalty"):

(a) All tangible personal property of every kind and description, whether stored on the Land or elsewhere, including, without limitation, all goods, materials, supplies, tools, books, records, chattels, furniture, fixtures, equipment and machinery, and which in all cases is (i) used or useful or acquired in connection with any construction undertaken on the Land or the maintenance of the Land and the Improvements, or (ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements;

(b) All crops growing or to be grown on the Land (including all such crops following severance from the Land); all standing timber upon the Land (including all such timber following severance from the Land); all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and shares of stock pertaining to such water or water rights, ownership of which affect the Land, and all architectural and engineering plans, specifications and drawings, and as-built drawings which arise from or relate to the Land or the Improvements;

(c) All general intangibles and rights relating to the Property, including, without limitation, all permits, licenses and claims to or demands for the voluntary or involuntary

LENDER ACKNOWLEDGMENT

State of FL)
 County of DUVAL) ss.

On this 27TH day of FEBRUARY, 2008, before me, the undersigned Notary Public,
 personally appeared CAROLYN S. BLYMILLER


and known to me to be the AVP

authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By: Jessica M. Joy
JESSICA M. JOY
 Notary Public in and for the State of: FL

Residing at: _____
JACKSONVILLE, FL

My commission expires: 05/22/2009

NOTARY PUBLIC-STATE OF FLORIDA
 Jessica M. Joy
 Commission # DD431569
 Expires: MAY 22, 2009
 Bonded Thru Atlantic Bonding Co., Inc.

521283

I035FBQC

SCHEDULE A

THE FOLLOWING DESCRIBED PROPERTY IN THE COUNTY OF LATAH, STATE OF IDAHO:

LOT(S) 4, BLOCK 1, LOEHR'S ADDITION SUBDIVISION THE CITY OF MOSCOW, LATAH COUNTY, IDAHO

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

KNOWN: 922 W A ST

PARCEL: RPM0570001004AA