

518681

NO.

AT THE REQUEST OF:

DOCX LLC

DATE & HOUR:

11.29.07 10:50

SUSAN PETERSEN

LATAH COUNTY RECORDER

FEE \$

6.00

BY

[Signature]

Document Prepared By:

Ronald E Meharg, PH#: 888-362-9638

When Recorded Return To:

DOCX

1111 Alderman Drive

Suite 350

Alpharetta, GA 30005

Property Address:

1160 ORCHARD LOOP RD

TROY, ID 83871

This Space for Recorder's Use Only

BOA

ALS

68200501932499

CRef#:12/06/2007-PRef#:R077-POF

Date:11/06/2007-Print Batch ID:39116

Recording Requested By:

Bank of America, N.A.

IDstr-eR2.0

06/07/2007

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SUBSTITUTION OF TRUSTEE

WHEREAS, that certain Deed of Trust described below provides that the holder of the Note secured by said Deed of Trust may appoint a successor Trustee to any Trustee thereunder appointed;

NOW THEREFORE, Bank of America, N.A. whose address is 4161 Piedmont Pkwy, Greensboro, NC, 27410-8110, being the present legal owner and holder of the indebtedness secured by said Deed of Trust, does hereby substitute and appoint Bank of America, NA (USA) as Trustee, whose address is 4161 Piedmont Parkway, Attn: Release Dept., Greensboro, NC 27410, as successor Trustee.

Bank of America, N.A., hereby acknowledges that the Promissory Note and all other indebtedness secured by the Deed of Trust have been fully satisfied and that the successor trustee mentioned herein is hereby requested to reconvey said Deed of Trust.

Original Borrower(s): MARK LUNDERS, SHELIA LUNDERS

Original Trustee: FIRST AMERICAN TITLE INSURANCE COMPANY

Original Beneficiary: BANK OF AMERICA, NA

Date of Deed of Trust: 01/11/2007

Loan Amount: \$50,000.00

Recording Date: 01/30/2007 Book: NA Page: NA Document #: 511480

and recorded in the official records of the County of Latah, State of Idaho affecting Real Property and more particularly described on said Deed of Trust referred to herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this date of 11/27/2007.

Bank of America, N.A.

[Signature]
Christie Baldwin
Vice President

COPY

continue in effect notwithstanding that from time-to-time no indebtedness of Grantor to Beneficiary under the Agreement may exist, and shall survive as security for all new or additional indebtedness of Grantor to Beneficiary under the Agreement from time-to-time arising.

VARIABLE INTEREST RATE. This agreement contains a Variable Interest Rate. The interest rate on Grantor's indebtedness under the Agreement may vary from time-to-time in accordance with such rate or rates, as described in the Agreement.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances, impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as Beneficiary may require in an aggregate amount not less than the total debt secured by this Deed of Trust and all other prior liens. All policies shall be in such companies as the Beneficiary may approve and have loss payable to the Beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees to the maximum extent allowable by law, in any such action or proceeding.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses incurred in enforcing the obligations secured hereby including, without limitation Trustee's and Beneficiary's attorney's fees actually incurred.

6. Grantor shall not, without Beneficiary's prior written consent, grant or allow any further encumbrances or liens, voluntary or involuntary, against the property.

7. To promptly and fully perform all of the obligations of the mortgagor or grantor or contract purchaser under any existing mortgage or deed of trust or real estate contract on the property, and to save Beneficiary harmless from the consequences of any failure to do so.

8. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, including flood insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, or otherwise fail to keep and perform any of Grantor's covenants herein contained, the performance of which requires the expenditure of money, then, in any such event, the Beneficiary, at its election, may pay such sums as may be necessary to perform such obligations with respect to which the Grantor is in default, without prejudice to the Beneficiary's right to accelerate the maturity of this Deed of Trust and to foreclose the same, and any and all amounts so paid shall be repaid by the Grantor to the Beneficiary upon demand, with interest thereon at the highest rate then applicable to Grantor's indebtedness under the Agreement or other loan document from the date of such payment, and all such payments with interest as above provided, shall, from the date of payment, be added to and become a part of the indebtedness secured by this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligations secured hereby, shall be paid to Beneficiary to be applied to said obligations.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligations secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.