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IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT  
STATE OF IDAHO  
IN AND FOR NEZ PERCE COUNTY

JEREMY L. BASS.

Plaintiff,

vs.

MICHAEL NEWELL, ESQ AT IDEA LAW  
GROUP, LLC. CARRINGTON MORTGAGE  
SERVICES, LLC. AND BANK OF AMERICA,  
N.A.,

Defendants.

Case No. CV35221875

NOTICE OF LIMITED APPEARANCE

COMES NOW, Michael J. Newell of IDEA Law Group, LLC and gives Notice of Limited Appearance for the purpose of Arguing for Dismissal of the Complaint and Service of Summons filed by Plaintiff as being improper and not subject to the Idaho Rules of Civil Procedure as required. This Notice is in response to the Complaint filed by Plaintiff and the summons issued by the Court as improper. Moving party's Motion to Dismiss, Notice of Hearing, Memorandum in Support of Motion and Affidavit in Support of Motion to Dismiss and Striking Summons issued by Court are filed simultaneously with this Notice.

Dated this 17th day of January 2023.

IDEA LAW GROUP, LLC

*Michael Newell*

Michael J. Newell, #1953

NOTICE OF LIMITED APPEARANCE

## CERTIFICATE OF MAILING

I certify that I have sent by email and first class mail this NOTICE OF LIMITED APPEARANCE to the Plaintiff on January 17, 2023, at the following email address and postal address:

Email: quantum.j.l.bass@rawdeal.io

Postal: Jeremy L. Bass  
1515 21<sup>st</sup> Ave  
Lewiston Idaho 83501

Michael Newell  
Michael J Newell

William L. Bishop, Jr. ISBA #7242  
Michael J. Newell ISBA #1953  
IDEA Law Group, LLC  
4530 S. Eastern Ave., Ste. 10  
Las Vegas, NV 89119  
Telephone: 877-353-2146, ext. 1017  
[bbishop@idealawgroupllc.com](mailto:bbishop@idealawgroupllc.com)  
[mnewell@idealawgroupllc.com](mailto:mnewell@idealawgroupllc.com)

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT  
STATE OF IDAHO  
IN AND FOR NEZ PERCE COUNTY

JEREMY L. BASS,

Plaintiff,

vs.

MICHAEL NEWELL, ESQ AT IDEA LAW  
GROUP, LLC, CARRINGTON MORTGAGE  
SERVICES, LLC, AND BANK OF AMERICA,  
N.A.,

Defendants.

Case No. CV35221875

AFFIDAVIT IN SUPPORT OF MOTION  
TO DISMISS AND STRIKE THE  
SUMMONS AND COMPLAINT

COMES NOW, MICHAEL J. NEWELL, AND PROVIDES THIS AFFIDAVIT IN  
SUPPORT OF MOTION TO DISMISS AND STRIKE THE SUMMONS AND COMPLAINT.

MICHAEL J. NEWELL hereby makes the following statements of fact as to his personal  
knowledge and attests the same to be true to the best of his knowledge.

- 1) I am the successor trustee that has been appointed to do a non-judicial foreclosure on certain real property owned by the Plaintiff Jeremy L. Bass. A copy of the deed of trust which is being foreclosed is attached as Exhibit A. A copy of the promissory note secured by the deed of trust is attached as Exhibit B. Both were signed by the purported borrower Jeremy L. Bass. Said signature of Jeremy L. Bass was notarized. Said deed of trust and promissory note were closed by Alliance Title and Escrow Corporation.
- 2) In review of the file, Affiant knows of no amendments to either the deed of trust or the promissory note signed by Mr. Bass.


AFFIDAVIT IN SUPPORT OF MOTION TO DISMISS AND STRIKE THE SUMMONS AND  
COMPLAINT

- 3) Payments were made on the promissory note pursuant to the attached schedule of payments received by Carrington Mortgage Services, LLC on behalf of the owner of the obligation, Bank of America.
- 4) A copy of the ledger evidencing payments received is marked as Exhibit C.
- 5) Mr. Bass quit making payments on the promissory note in 2020. Affiant was instructed to commence summary foreclosure on the subject property and filed a Notice of Default, marked as Exhibit D.
- 6) After filing the Notice of Default, Affiant received a call from the borrower named in the promissory note, Jeremy L. Bass, who advised that this obligation was paid in full and he had a copy of the reconveyance. Mr. Bass was requested to send me a copy of the reconveyance. He did not provide a copy to review.
- 7) After the scheduling of the trustee sale and providing copies to Mr. Bass, I once again requested Mr. Bass send me a copy of the reconveyance on the obligation and on or about December 7, 2022 he provided me a copy of a reconveyance that released a prior deed of trust which was paid in full by the proceeds of the closing where the new deed of trust being foreclosed was used in part to pay for the prior balance on the deed of trust reconveyed by the instrument provided.
- 8) Affiant advised Mr. Bass as to the reconveyance on the prior obligation and that this reconveyance had no effect on the deed of trust which was being foreclosed. No further contact was received by Affiant from Mr. Bass. Affiant continued the foreclosure.
- 9) On December 13, 2022, Affiant received a call on voice mail that Mr. Bass was claiming that the signature on the deed of trust being foreclosed was a forgery. On December 15, 2022, Affiant emailed back to Mr. Bass that he should get an attorney to help him with this claim.
- 10) On December 27, 2022, I received notice that an attempt on service on me had been made in the Colorado office of IDEA Law Group, LLC. Sale was set for December 30, 2022, and I cried at the sale a postponement of the sale to January 27, 2023, giving Mr. Bass notice of postponement.
- 11) At no time has Affiant been served a copy of the summons and complaint by a process server, and Affiant does not know if there has been service on Bank of America or

**AFFIDAVIT IN SUPPORT OF MOTION TO DISMISS AND STRIKE THE SUMMONS AND COMPLAINT**

Carrington Mortgage Services, LLC, as no affidavit of service has been filed with the Court.

- 12) Affiant has not been served with any notices of hearing for a temporary restraining or notice of hearing for a bond.

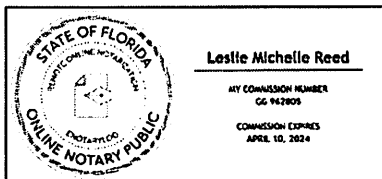


Michael J Newell

State of Florida )  
County of Hillsborough County ) ss.

Subscribed and sworn to on this 17th day of January, 2023, before me,  
Leslie Michelle Reed, a Notary Public in and for said state, personally appeared Michael J. Newell, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that such officer or agent executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Leslie Michelle Reed  
Notary Public for State of Florida  
Residing at: 2101 Fletchers Point Circle, Tampa FL  
My Commission expires: 04/10/2024

This Notarization was conducted using audio/video technology provided by eNotaryLog, LLC  
CERTIFICATE OF MAILING

I certify that I have sent by email and first class mail this AFFIDAVIT IN SUPPORT OF MOTION TO DISMISS to the Plaintiff on January 17, 2023 at the following email address and postal address:

Email: quantum.j.l.bass@rawdeal.io

Postal Jeremy L. Bass  
1515 21<sup>st</sup> Ave  
Lewiston Idaho 83501



Michael J Newell

AFFIDAVIT IN SUPPORT OF MOTION TO DISMISS AND STRIKE THE SUMMONS AND COMPLAINT

Document ID: a9478de6-db4c-45f9-839a-9bb61ca97ec0

Return To:  
BANK OF AMERICA, N.A.  
CR6-914-01-42 DOC PROCESSING  
P.O.Box 10423  
Van Nuys, CA 91410-0423

Prepared By:  
ELIZABETH WILLIAMS

INST. NO. **774964**  
FILED FOR RECORD  
FEE 218 REC. BY ALLIANCE TITLE  
2009 OCT 30 PM 3 15  
PATTY O. WEEKS  
RECORDER, NEZ PERCE CO. ID.  
BY [Signature] DEPUTY

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ID1212658354703  
[Case #]

2000909916DG  
[Section/Closing #]

[Doc ID #]

State of Idaho

## DEED OF TRUST

FHA Case No.

ID1212658354703

MIN 1000255-

THIS DEED OF TRUST ("Security Instrument") is made on OCTOBER 16, 2009 . The Grantor is JEREMY L BASS, A MARRIED MAN AS HIS SOLE & SEPARATE PROPERTY

("Borrower"). The trustee is FIDELITY NATIONAL TITLE INSURANCE CO. P.O. BOX 32695, PHOENIX, AZ 85064

("Trustee"). The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

BANK OF AMERICA, N.A.

("Lender") is organized and existing under the laws of THE UNITED STATES , and has an address of 101 South Tryon Street, Charlotte, NC 28255

Borrower owes Lender the principal sum of ONE HUNDRED FORTY EIGHT THOUSAND SIX HUNDRED FOURTEEN and 00/100

Dollars (U.S. \$148,614.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on: NOVEMBER 01, 2039 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by

the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in NEZ PERCE County, Idaho:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: RPL0880010010AA

MERS FHA Deed of Trust-ID  
2004N-ID (05/08).02(d)

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Description: Nez Perce, ID Document - DocID 774964 Page: 1 of 7  
Order: 2542352 Comment:

EXHIBIT A

774964

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DOC ID #: [REDACTED]

which has the address of

1515 218T AVE, LEWISTON  
[Street, City]Idaho 83501-3926 ("Property Address");  
[Zip Code]

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 covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right to exercise any or all of these interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

#### UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. In a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such

MERS FHA Deed of Trust-ID  
2004N-ID (05/03).02

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payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion, operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.



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DOC ID #:

A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

17. **Assignment of Rents.** To the extent permitted by applicable law, Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

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CASE #: ID1212638354703

DOC ID #: [REDACTED]

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.


20. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyances of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

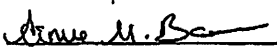
21. Area and Location of Property. The Property is (a) located within an incorporated city or village; (b) not more than 80 acres, regardless of its location, provided it is not principally used for the agricultural production of crops, livestock, dairy or aquaculture goods; or (c) not more than 40 acres, regardless of its use or location.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- ☐ Condominium Rider    ☐ Growing Equity Rider    ☐ Other [specify] \_\_\_\_\_  
☐ Planned Unit Development Rider    ☐ Graduated Payment Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

  
 JEREMY L. BASS \_\_\_\_\_ (Seal)  
 - Borrower

  
 ANNE M. BASS \_\_\_\_\_ (Seal)  
 - Borrower

\_\_\_\_\_ (Seal)  
 - Borrower

\_\_\_\_\_ (Seal)  
 - Borrower

MERS FHA Dood of Trust-ID  
2004N-ID (05/05).02

Page 5 of 8

774964

CASE #: ID1212658354703

DOC ID #: [REDACTED]

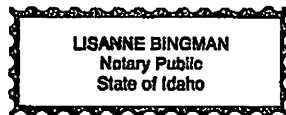
STATE OF IDAHO,

On this 23 day of Oct. 2009, before me;  
Lisanne Bingham, a Notary Public in and for the said county and state;  
personally appeared

Jeremy L. Boer - Vice President

known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that  
he/she/they executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first  
above written.



Lisanne Bingham  
Notary Public residing at:  
Clarkston WA  
My Commission Expires: 1-10-14

774964

CASE #: ID1212658354703

DOC ID #: [REDACTED]

## LEGAL DESCRIPTION EXHIBIT A

The East 25 feet of Lot 9 and all of Lot 10, Block 10 of Maplewood Addition to the City of Lewiston, according to the recorded plat thereof. Records of Nez Perce County, Idaho



Legal Description Exhibit A  
2C404-XX (05/08).01(d/l)

Page 1 of 1



Multistate

# NOTE

FHA Case No.  
ID1212658354703

LOAN #: [REDACTED]

OCTOBER 16, 2009  
(Date)

1515 21ST AVE, LEWISTON, ID 83501-3926  
(Property Address)

## 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means BANK OF AMERICA, N.A. and its successors and assigns.

## 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of ONE HUNDRED FORTY EIGHT THOUSAND SIX HUNDRED FOURTEEN and 00/100

Dollars (U.S. \$148,614.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FIVE percent ( 5.000 %) per year until the full amount of principal has been paid.

## 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a Mortgage, Deed of Trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

## 4. MANNER OF PAYMENT

### (A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on DECEMBER 01, 2009. Any principal and interest remaining on the first day of NOVEMBER, 2039, will be due on that date, which is called the "Maturity Date."

### (B) Place

Payment shall be made at P.O. Box 10219, Van Nuys, CA 91410-0219 or at such place as Lender may designate in writing by notice to Borrower.

### (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$797.79. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

### (D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

## 5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

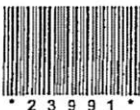
## 6. BORROWER'S FAILURE TO PAY

### (A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent ( 4.000 %) of the overdue amount of each payment.

### (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of



CASE #: ID1212658354703

LOAN #:

payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

**(C) Payment of Costs and Expenses**

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**7. WAIVERS**

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

**PAY TO THE ORDER OF**

**WITHOUT RECOURSE  
BANK OF AMERICA, N.A.**

BY Michele Sjolander  
MICHELE SJOLANDER  
SENIOR VICE PRESIDENT

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Jeremy L. Bass (Seal)  
JEREMY L. BASS -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

## EXHIBIT C

Loan Number	Transaction Date	Current Interest Paid Date	Tran Code	Transaction Amount	Interest Amount	Principal Amount	Escrow Amount	Balance Escrow	Late Charge Amount	Balance Principal	Balance Late Charge	Balance Funds Unapplied	Unapplied Funds Amount
	11/28/22	06/01/20	E90	(\$1,347.79)	\$0.00	\$0.00	(\$1,347.79)	(\$9,427.98)	\$0.00	\$112,136.62	\$0.00	\$0.00	\$0.00
	07/15/22	06/01/20	E20	(\$1,944.50)	\$0.00	\$0.00	(\$1,944.50)	(\$8,080.19)	\$0.00	\$112,136.62	\$0.00	\$0.00	\$0.00
	05/26/22	06/01/20	E90	(\$1,138.02)	\$0.00	\$0.00	(\$1,138.02)	(\$6,135.69)	\$0.00	\$112,136.62	\$0.00	\$0.00	\$0.00
	11/18/21	06/01/20	E90	(\$1,138.02)	\$0.00	\$0.00	(\$1,138.02)	(\$4,997.67)	\$0.00	\$112,136.62	\$0.00	\$0.00	\$0.00
	07/16/21	06/01/20	E20	(\$1,691.39)	\$0.00	\$0.00	(\$1,691.39)	(\$3,859.65)	\$0.00	\$112,136.62	\$0.00	\$0.00	\$0.00
	06/01/21	06/01/20	E90	(\$936.56)	\$0.00	\$0.00	(\$936.56)	(\$2,168.26)	\$0.00	\$112,136.62	\$0.00	\$0.00	\$0.00
	11/24/20	06/01/20	E90	(\$936.56)	\$0.00	\$0.00	(\$936.56)	(\$1,231.70)	\$0.00	\$112,136.62	\$0.00	\$0.00	\$0.00
	08/03/20	06/01/20	E20	(\$1,563.97)	\$0.00	\$0.00	(\$1,563.97)	(\$295.14)	\$0.00	\$112,136.62	\$0.00	\$0.00	\$0.00
	07/04/20	06/01/20	E56	(\$53.85)	\$0.00	\$0.00	(\$53.85)	\$1,268.83	\$0.00	\$112,136.62	\$0.00	\$0.00	\$0.00
	06/20/20	06/01/20	AP	\$1,040.73	\$409.93	\$302.60	\$328.20	\$1,322.68	\$0.00	\$112,136.62	\$0.00	\$0.00	\$0.00
	06/20/20	06/30/20	RPP	\$0.00									
	06/20/20	06/30/20	RPP	\$1,040.73									
	06/05/20	05/01/20	E56	(\$53.85)	\$0.00	\$0.00	(\$53.85)	\$994.48	\$0.00	\$112,439.22	\$0.00	\$0.00	\$0.00
	06/04/20	05/01/20	SR	\$0.00	\$0.00	\$0.00	\$0.00	\$1,048.33	\$41.62	\$112,439.22	\$0.00	\$0.00	(\$41.62)
	06/04/20	05/01/20	UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.62	\$0.00	\$0.00	\$0.00	\$0.00
	06/04/20	05/01/20	UFU	(\$41.62)								\$0.00	
	06/03/20	05/01/20	UFU	\$41.62								\$41.62	
	06/03/20	05/01/20	SWA	\$41.62	\$0.00	\$0.00	\$0.00	\$1,048.33	\$0.00	\$112,439.22	(\$41.62)	\$41.62	\$41.62
	06/03/20	05/01/20	UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$41.62)	\$0.00	(\$41.62)	\$0.00	\$0.00
	06/03/20	05/01/20	AP	\$1,040.73	\$411.03	\$301.50	\$328.20	\$1,048.33	\$0.00	\$112,439.22	(\$41.62)	\$0.00	\$0.00
	06/02/20	04/01/20	E90	(\$909.74)	\$0.00	\$0.00	(\$909.74)	\$720.13	\$0.00	\$112,740.72	\$0.00	\$0.00	\$0.00
	06/01/20	04/01/20	AA	\$0.00	\$0.00	\$0.00	\$0.00	\$1,629.87	\$0.00	\$112,740.72	\$0.00	\$0.00	\$0.00
	06/01/20	04/01/20	AA	\$0.00	\$0.00	\$0.00	\$0.00	\$1,629.87	\$0.00	\$112,740.72	\$0.00	\$0.00	\$0.00
	05/05/20	04/01/20	E56	(\$53.85)	\$0.00	\$0.00	(\$53.85)	\$1,629.87	\$0.00	\$112,740.72	\$0.00	\$0.00	\$0.00
	04/25/20	04/01/20	AP	\$1,082.35	\$412.13	\$300.40	\$328.20	\$1,683.72	\$41.62	\$112,740.72	\$0.00	\$0.00	\$0.00
	04/04/20	03/01/20	E56	(\$53.85)	\$0.00	\$0.00	(\$53.85)	\$1,355.52	\$0.00	\$113,041.12	\$0.00	\$0.00	\$0.00
	03/17/20	03/01/20	AP	\$1,082.35	\$413.22	\$299.31	\$328.20	\$1,409.37	\$41.62	\$113,041.12	\$0.00	\$0.00	\$0.00
	03/05/20	02/01/20	E56	(\$53.85)	\$0.00	\$0.00	(\$53.85)	\$1,081.17	\$0.00	\$113,340.43	\$0.00	\$0.00	\$0.00
	02/25/20	02/01/20	AP	\$1,082.35	\$414.31	\$298.22	\$328.20	\$1,135.02	\$41.62	\$113,340.43	\$0.00	\$0.00	\$0.00

## EXHIBIT C



Loan Number	Transaction Date	Current Interest Paid Date	Tran Code	Transaction Amount	Interest Amount	Principal Amount	Escrow Amount	Balance Escrow	Late Charge Amount	Balance Principal	Balance Late Charge	Balance Funds Unapplied	Unapplied Funds Amount
	02/05/20	01/01/20	E56	(\$53.85)	\$0.00	\$0.00	(\$53.85)	\$806.82	\$0.00	\$113,638.65	\$0.00	\$0.00	\$0.00
	01/24/20	01/01/20	AP	\$1,099.54	\$415.39	\$297.14	\$344.72	\$860.67	\$42.29	\$113,638.65	\$0.00	\$0.00	\$0.00
	01/04/20	12/01/19	E56	(\$53.85)	\$0.00	\$0.00	(\$53.85)	\$515.95	\$0.00	\$113,935.79	\$0.00	\$0.00	\$0.00
	12/17/19	12/01/19	UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.29	\$0.00	\$0.00	\$0.00	\$0.00
	12/17/19	12/01/19	SR	\$0.00	\$0.00	\$0.00	\$0.00	\$569.80	\$42.29	\$113,935.79	\$0.00	\$0.00	(\$42.29)
	12/17/19	12/01/19	UFU	(\$42.29)								\$0.00	
	12/16/19	12/16/19	RPP	\$0.00									
	12/16/19	12/16/19	RPP	\$2,156.79									
	12/16/19	12/01/19	UFF	(\$42.29)								\$0.00	
	12/16/19	12/01/19	UFF	\$42.29								\$42.29	
	12/16/19	12/01/19	UFU	\$42.29								\$42.29	
	12/16/19	12/01/19	SRA	\$0.00	\$0.00	\$0.00	\$0.00	\$569.80	\$0.00	\$113,935.79	(\$42.29)	\$42.29	\$0.00
	12/16/19	12/01/19	SRA	\$42.29	\$0.00	\$0.00	\$0.00	\$569.80	\$0.00	\$113,935.79	(\$42.29)	\$42.29	\$42.29
	12/16/19	12/01/19	AP	\$1,057.25	\$416.47	\$296.06	\$344.72	\$569.80	\$0.00	\$113,935.79	(\$42.29)	\$0.00	\$0.00
	12/16/19	11/01/19	AP	\$1,057.25	\$417.55	\$294.98	\$344.72	\$225.08	\$0.00	\$114,231.85	(\$42.29)	\$0.00	\$0.00
	12/05/19	10/01/19	E56	(\$53.85)	\$0.00	\$0.00	(\$53.85)	(\$119.64)	\$0.00	\$114,526.83	(\$42.29)	\$0.00	\$0.00
	11/22/19	10/01/19	E90	(\$909.74)	\$0.00	\$0.00	(\$909.74)	(\$65.79)	\$0.00	\$114,526.83	(\$42.29)	\$0.00	\$0.00
	11/12/19	10/01/19	UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$42.29)	\$0.00	(\$42.29)	\$0.00	\$0.00
	11/12/19	10/01/19	AP	\$1,057.25	\$418.62	\$293.91	\$344.72	\$843.95	\$0.00	\$114,526.83	(\$42.29)	\$0.00	\$0.00
	11/05/19	09/01/19	E56	(\$55.43)	\$0.00	\$0.00	(\$55.43)	\$499.23	\$0.00	\$114,820.74	\$0.00	\$0.00	\$0.00
	10/05/19	09/01/19	E56	(\$55.43)	\$0.00	\$0.00	(\$55.43)	\$554.66	\$0.00	\$114,820.74	\$0.00	\$0.00	\$0.00
	09/12/19	09/01/19	CTA	\$300.00	\$0.00	\$300.00	\$0.00	\$610.09	\$0.00	\$114,820.74	\$0.00	\$0.00	\$0.00
	09/12/19	09/01/19	AP	\$1,057.25	\$420.77	\$291.76	\$344.72	\$610.09	\$0.00	\$115,120.74	\$0.00	\$0.00	\$0.00
	09/05/19	08/01/19	E56	(\$55.43)	\$0.00	\$0.00	(\$55.43)	\$265.37	\$0.00	\$115,412.50	\$0.00	\$0.00	\$0.00
	08/12/19	08/01/19	AP	\$1,057.25	\$422.92	\$289.61	\$344.72	\$320.80	\$0.00	\$115,712.50	\$0.00	\$0.00	\$0.00
	08/12/19	08/01/19	CTA	\$300.00	\$0.00	\$300.00	\$0.00	\$320.80	\$0.00	\$115,412.50	\$0.00	\$0.00	\$0.00
	08/05/19	07/01/19	E56	(\$55.43)	\$0.00	\$0.00	(\$55.43)	(\$23.92)	\$0.00	\$116,002.11	\$0.00	\$0.00	\$0.00
	07/16/19	07/01/19	E20	(\$1,448.91)	\$0.00	\$0.00	(\$1,448.91)	\$31.51	\$0.00	\$116,002.11	\$0.00	\$0.00	\$0.00
	07/12/19	07/01/19	CTA	\$300.00	\$0.00	\$300.00	\$0.00	\$1,480.42	\$0.00	\$116,002.11	\$0.00	\$0.00	\$0.00

## EXHIBIT C



Loan Number	Transaction Date	Current Interest Paid Date	Tran Code	Transaction Amount	Interest Amount	Principal Amount	Escrow Amount	Balance Escrow	Late Charge Amount	Balance Principal	Balance Late Charge	Balance Funds Unapplied	Unapplied Funds Amount
	07/12/19	07/01/19	AP	\$1,057.25	\$425.07	\$287.46	\$344.72	\$1,480.42	\$0.00	\$116,302.11	\$0.00	\$0.00	\$0.00
	07/05/19	06/01/19	E56	(\$55.43)	\$0.00	\$0.00	(\$55.43)	\$1,135.70	\$0.00	\$116,589.57	\$0.00	\$0.00	\$0.00
	06/12/19	06/01/19	AP	\$1,057.25	\$427.20	\$285.33	\$344.72	\$1,191.13	\$0.00	\$116,889.57	\$0.00	\$0.00	\$0.00
	06/12/19	06/01/19	CTA	\$300.00	\$0.00	\$300.00	\$0.00	\$1,191.13	\$0.00	\$116,589.57	\$0.00	\$0.00	\$0.00
	06/05/19	05/01/19	E56	(\$55.43)	\$0.00	\$0.00	(\$55.43)	\$846.41	\$0.00	\$117,174.90	\$0.00	\$0.00	\$0.00
	05/21/19	05/01/19	E90	(\$936.08)	\$0.00	\$0.00	(\$936.08)	\$901.84	\$0.00	\$117,174.90	\$0.00	\$0.00	\$0.00
	05/13/19	05/01/19	CTA	\$300.00	\$0.00	\$300.00	\$0.00	\$1,837.92	\$0.00	\$117,174.90	\$0.00	\$0.00	\$0.00
	05/13/19	05/01/19	AP	\$1,057.25	\$429.33	\$283.20	\$344.72	\$1,837.92	\$0.00	\$117,474.90	\$0.00	\$0.00	\$0.00
	05/04/19	04/01/19	E56	(\$55.43)	\$0.00	\$0.00	(\$55.43)	\$1,493.20	\$0.00	\$117,758.10	\$0.00	\$0.00	\$0.00
	04/12/19	04/01/19	AP	\$1,057.25	\$431.44	\$281.09	\$344.72	\$1,548.63	\$0.00	\$118,058.10	\$0.00	\$0.00	\$0.00
	04/12/19	04/01/19	CTA	\$300.00	\$0.00	\$300.00	\$0.00	\$1,548.63	\$0.00	\$117,758.10	\$0.00	\$0.00	\$0.00
	04/05/19	03/01/19	E56	(\$55.43)	\$0.00	\$0.00	(\$55.43)	\$1,203.91	\$0.00	\$118,339.19	\$0.00	\$0.00	\$0.00
	03/12/19	03/01/19	CTA	\$300.00	\$0.00	\$300.00	\$0.00	\$1,259.34	\$0.00	\$118,339.19	\$0.00	\$0.00	\$0.00
	03/12/19	03/01/19	AP	\$1,057.25	\$433.56	\$278.97	\$344.72	\$1,259.34	\$0.00	\$118,639.19	\$0.00	\$0.00	\$0.00
	03/05/19	02/01/19	E56	(\$55.43)	\$0.00	\$0.00	(\$55.43)	\$914.62	\$0.00	\$118,918.16	\$0.00	\$0.00	\$0.00
	02/12/19	02/01/19	AP	\$1,057.25	\$435.66	\$276.87	\$344.72	\$970.05	\$0.00	\$119,218.16	\$0.00	\$0.00	\$0.00
	02/12/19	02/01/19	CTA	\$300.00	\$0.00	\$300.00	\$0.00	\$970.05	\$0.00	\$118,918.16	\$0.00	\$0.00	\$0.00
	02/05/19	01/01/19	E56	(\$55.43)	\$0.00	\$0.00	(\$55.43)	\$625.33	\$0.00	\$119,495.03	\$0.00	\$0.00	\$0.00
	01/12/19	01/01/19	CTA	\$300.00	\$0.00	\$300.00	\$0.00	\$680.76	\$0.00	\$119,495.03	\$0.00	\$0.00	\$0.00
	01/12/19	01/01/19	AP	\$1,045.45	\$437.75	\$274.78	\$332.92	\$680.76	\$0.00	\$119,795.03	\$0.00	\$0.00	\$0.00
	01/05/19	12/01/18	E56	(\$55.43)	\$0.00	\$0.00	(\$55.43)	\$347.84	\$0.00	\$120,069.81	\$0.00	\$0.00	\$0.00

AFTER RECORDING RETURN TO:  
IDEA Law Group, LLC  
4100 E. Mississippi Avenue, Suite 420  
Denver, CO 80246

**Instrument # 902262**  
NEZ PERCE COUNTY, IDAHO  
08-17-2022 08:14:59 AM No. of Pages: 2  
Recorded for: IDEA LAW GROUP, LLC  
PATTY WEEKS Fee: \$13.00  
Ex-Officio Recorder Deputy Raquel Lewis  
Index to: NOTICE/DEFAULT (211)  
Electronically Recorded by Simplifile

**NOTICE: YOU ARE HEREBY NOTIFIED THAT THE AMOUNT OF YOUR INDEBTEDNESS TO THE BENEFICIARY, THEIR SUCCESSORS IN INTEREST AND/OR ASSIGNEES AS RECITED BELOW, AS OF AUGUST 1, 2022, IS \$139,529.94. INTEREST (PRESENTLY AT THE RATE OF 4.3750% PER ANNUM), AND FEES AND COSTS WILL CONTINUE TO ACCRUE AFTER THE DATE OF THIS NOTICE/LETTER. UNLESS YOU DISPUTE THE VALIDITY OF THE DEBT, OR ANY PORTION THEREOF WITHIN 35 DAYS AFTER RECEIVING NOTICE OF THIS DOCUMENT, THIS OFFICE WILL ASSUME THE DEBT TO BE VALID. IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN THE 35-DAY PERIOD THAT THE DEBT OR ANY PORTION THEREOF IS DISPUTED, VERIFICATION OF THE DEBT WILL BE OBTAINED AND MAILED TO YOU. UPON WRITTEN REQUEST WITHIN 35 DAYS, THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR, WILL BE PROVIDED.**

**NOTICE: WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR PURPOSES OF DEBT COLLECTION.**

#### **NOTICE OF DEFAULT**

**BANK OF AMERICA, N.A.**, holder of the beneficial interest under the Deed of or transfer in trust executed by Jeremy L Bass, a married man as his sole and separate property, as Grantor(s), to Fidelity National Title Insurance Co. as successor Trustee and Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Bank of America, N.A., its successors and assigns as beneficiary, and recorded October 30, 2009 as Instrument No. 774964, Mortgage Records of Nez Perce County, Idaho. An Appointment of Successor Trustee was recorded on August 9, 2022 under Instrument No. 902078. Said Deed of Trust was assigned on March 20, 2012 to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP by an instrument recorded under Instrument No. 799540, on March 30, 2012.

The beneficiary hereby gives notice that a breach of obligation for which such transfer is security has occurred, the nature of such breach being the failure to pay when due, under Deed of Trust Note:

**The monthly payments for Principal and Interest Due from July 1, 2020 through August 1, 2022: and all subsequent payments until the date of sale or reinstatement**

These payments include interest at the current rate of 4.375%.

The sum owing on the obligation secured by said Deed of Trust consists of the principal balance of \$112,136.62, together with interest and any advances plus foreclosure fees and costs. All delinquent amounts are now due, together with accruing late charges and interest, unpaid and accruing taxes, assessments, trustee's fees, attorney's fees, and any amounts advanced to protect the security associated with this foreclosure.

On the following-described real property in said County:

The East 25 feet of Lot 9 and all of Lot 10, Block 10 of Maplewood Addition to the City of Lewiston, according to the recorded plat thereof. Records of Nez Perce County, Idaho

The beneficiary elects to sell or cause the trust property to be sold to satisfy said obligation.

DATED: 08/16/2022

TRUSTEE:

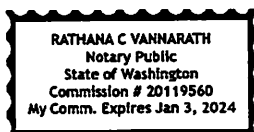


Michael J. Newell, 1953  
Attorney at Law

STATE OF WA )  
COUNTY OF King County ) ss:

On this 16th day of August, 2022, personally appeared Michael J. Newell, who acknowledged that he signed the within foregoing instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.




Notary Public:  
Name: Rathana Vannarath  
Residing at: King County  
My Appt. Expires: 01/03/2024

This Notarization was conducted using online audio/video technology.

For Information Call: 800-561-4567  
Bank of America, N.A.  
c/o Carrington Mortgage Services, LLC  
1600 S Douglass Rd  
Anaheim, CA 92806  
Ref: 48043908

William L. Bishop, Jr. ISBA #7242  
Michael J. Newell ISBA #1953  
IDEA Law Group, LLC  
4530 S. Eastern Ave., Ste. 10  
Las Vegas, NV 89119  
Telephone: 877-353-2146, ext. 1017  
[bbishop@idealawgroupllc.com](mailto:bbishop@idealawgroupllc.com)  
[mnewell@idealawgroupllc.com](mailto:mnewell@idealawgroupllc.com)

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT  
STATE OF IDAHO  
IN AND FOR NEZ PERCE COUNTY

JEREMY L. BASS,

Plaintiff,

vs.

MICHAEL NEWELL, ESQ AT IDEA LAW  
GROUP, LLC, CARRINGTON MORTGAGE  
SERVICES, LLC, AND BANK OF AMERICA,  
N.A.,

Defendants.

Case No. CV35221875

MEMORANDUM IN SUPPORT OF  
MOTION TO DISMISS

COMES NOW, Michael J. Newell of IDEA Law Group, LLC, and in support of the  
Motion to Dismiss provides the following Memorandum of Law.

ISSUES

- 1) Complaint is not verified as required in Restraining Orders or if there are any affidavits filed by Plaintiff.
- 2) Indispensable Parties are not included in Complaint.
- 3) Statute of Limitation for fraud (forgery) and Breach of Contract bars said Complaint.
- 4) Service has not been made on other named Defendants.
- 5) Summons issued by the Court is erroneous and incomplete.
- 6) No hearing was set concerning request of temporary restraining order and served on Defendants.
- 7) No bond was issued by the Court.

MEMORANDUM IN SUPPORT OF MOTION TO DISMISS

## **ARGUMENT COMPLAINT NOT VERIFIED**

Complaint was not verified by Plaintiff. No request for a temporary restraining order can be made without affidavit or verification of facts in the complaint. None have been filed. Idaho Rules of Civil Procedure 65 (b) states:

(A) Specific facts in an affidavit or verified complaint clearly shows that immediate.....

(B) The movant certifies in writing any efforts made to give notice and reasons why it should not be required.

The reasons for this verification are to safeguard representations being made by moving party that are not true and, if not under oath, being asserted on conjecture or guess or opinion. Complaint for the temporary restraining order must be stricken from the complaint. If not verified under oath, the Plaintiff is not subject to contempt or perjury if it is later determined the facts are untrue.

## **ARGUMENT OF INDISPENSABLE PARTIES**

Plaintiff's complaint alleges forgery punishable under Idaho Code 18-3601. The title company, closing agent, and notary are indispensable parties to such claims and must be a party to an action alleging such facts. There are no allegations in the complaint that the Defendants knew of such forgery at the time of the commission of the crime or knew that the claim existed at the time of closing. Without the indispensable parties to the forgery, this action cannot be maintained and must be dismissed.

---

## **ARGUMENT OF STATUTE OF LIMITATION**

Complaint states that Plaintiff's signature was a forgery. Plaintiff made payments on a contract that he says was not signed by him. The cause of action arose at the time of signing which was in 2009 (see affidavit of Michael Newell) which is the deed of trust with his signature and which is notarized. Statute of limitation commenced in 2009 and bars this cause of action.

Complaint states that Defendants breached the contract. Deed of Trust commenced on 2009, and Plaintiff voluntarily made payments on the contract through December 24, 2020 (see affidavit of Michael Newell). No amendments to the contract were made between the parties

**MEMORANDUM IN SUPPORT OF MOTION TO DISMISS**

(see affidavit of Michael Newell). The cause of action commenced on 2009 as to the date the contract was signed. Statute of limitation commenced on the allegations contained in the complaint in 2009 and Plaintiff's action is barred.

#### ARGUMENT THAT SERVICE WAS NOT MADE ON OTHER NAMED DEFENDANTS

The Plaintiff's cause of actions are against the named defendants as to forgery and breach of contract and that a temporary restraining order should be issued against the named defendants Carrington Mortgage Services, LLC, who is the servicer of the deed of trust which is in question, and Bank of America, who is the beneficiary of the deed of trust being foreclosed by the trustee, Michael Newell. There has been no service on the other named defendants and a temporary restraining order cannot be issued without those parties being served and given notice of this action by proper summons which has been issued by the Clerk of Court. No action by the Court can made without those necessary parties have been properly served.

#### ARGUMENT OF IMPROPER SUMMONS

It is apparent in review of the Summons issued by the Clerk of Court that the summons is improper as to the requirements of Idaho Rules of Civil Procedure.

First, the summons served upon IDEA Law Group, LLC is not directed to the Defendant Michael Newell or to IDEA Law Group, LLC and names only Bank of America as Defendant. Under Idaho Rule of Civil Procedure 4 (a)(1) (G):

(a) Contents. A summons must:

(G) be directed to the defendant

The summons attached to complaint served on IDEA Law Group, LLC is directed to Bank of America not IDEA Law Group, LLC and certainly not against named defendant Michael Newell (see affidavit of Michael Newell). Said summons should be stricken by the Court and have no effect on said Defendant.

Second, Summons was not in the form as provided in Rule 4 (3) (B) ---summons issued should be stricken and have no effect on the named Defendant.

#### MEMORANDUM IN SUPPORT OF MOTION TO DISMISS

Third, summons issued was not pursuant to IRCP \$(b) (1) which states:

A summons or copy of the summons that is addressed to multi defendants must be issued for each defendant to be served.

Fourth, under IRCP 4 (d) (1) (A) states:

(A) Delivering a copy of the summons and the complaint to the individual personally.

Michael J Newell is being sued individually as a named defendant and service was not proper

#### ARGUMENT AS TO NO HEARING ON TRO OR BOND

The complaint of the Plaintiff is for a temporary restraining order, declaratory relief, and damages. No temporary restraining order can be issued in this case without hearing, and no temporary restraining order can be issued without a bond being posted after a hearing on the amount of bond. Sale of the subject property has been continued to January 27, 2023. No TRO has been issued or bond posted to stay said sale.

#### SUMMATION

The summons issued is erroneous and improper and should be stricken. An order should be issued from the Court that service on the defendant Michael Newell has not been obtained by the Plaintiff. The court cannot proceed for a temporary restraining order against the sale of the property as no service on defendants, necessary parties are not in complaint, and the cause of action is barred by the statute of limitations. Plaintiff was aware that a new deed of trust and promissory note were a matter of record on the subject property and made payments on the obligation for years. The complaint is not verified to obtain a temporary restraining order. No hearing was be set by the Plaintiff to obtain such order, and service is improper with the summons issued to have said hearing. The causes of action must be dismissed or stricken from the complaint as improper.

MEMORANDUM IN SUPPORT OF MOTION TO DISMISS

Dated this 17 day of January 2023.

Michael Newell  
Michael J Newell

CERTIFICATE OF MAILING

I certify that I have sent by email and first class mail this MEMORANDUM IN SUPPORT OF MOTION TO DISMISS to the Plaintiff on January 17, 2023, at the following email address and postal address:

Email: quantum.j.l.bass@rawdeal.io

Postal Jeremy L. Bass  
1515 21<sup>st</sup> Ave  
Lewiston Idaho 83501

Michael Newell  
Michael J Newell

MEMORANDUM IN SUPPORT OF MOTION TO DISMISS



William L. Bishop, Jr. ISBA #7242  
Michael J. Newell ISBA #1953  
IDEA Law Group, LLC  
4530 S. Eastern Ave., Ste. 10  
Las Vegas, NV 89119  
Telephone: 877-353-2146, ext. 1017  
[bbishop@idealawgroupllc.com](mailto:bbishop@idealawgroupllc.com)  
[mnewell@idealawgroupllc.com](mailto:mnewell@idealawgroupllc.com)

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT  
STATE OF IDAHO  
IN AND FOR NEZ PERCE COUNTY

JEREMY L. BASS,

Plaintiff,

vs.

MICHAEL NEWELL, ESQ AT IDEA LAW  
GROUP, LLC, CARRINGTON MORTGAGE  
SERVICES, LLC, AND BANK OF AMERICA,  
N.A.,

Defendants.

Case No. CV35221875

NOTICE OF LIMITED APPEARANCE

COMES NOW, Michael J. Newell of IDEA Law Group, LLC and gives Notice of Limited Appearance for the purpose of Arguing for Dismissal of the Complaint and Service of Summons filed by Plaintiff as being improper and not subject to the Idaho Rules of Civil Procedure as required. This Notice is in response to the Complaint filed by Plaintiff and the summons issued by the Court as improper. Moving party's Motion to Dismiss, Notice of Hearing, Memorandum in Support of Motion and Affidavit in Support of Motion to Dismiss and Striking Summons issued by Court are filed simultaneously with this Notice.

Dated this 17th day of January 2023.

IDEA LAW GROUP, LLC

*Michael Newell*

Michael J. Newell, #1953

NOTICE OF LIMITED APPEARANCE

## CERTIFICATE OF MAILING

I certify that I have sent by email and first class mail this NOTICE OF LIMITED APPEARANCE to the Plaintiff on January 17, 2023, at the following email address and postal address:

Email: quantum.j.l.bass@rawdeal.io

Postal: Jeremy L. Bass  
1515 21<sup>st</sup> Ave  
Lewiston Idaho 83501

Michael Newell  
Michael J Newell

William L. Bishop, Jr. ISBA #7242  
Michael J. Newell ISBA #1953  
IDEA Law Group, LLC  
4530 S. Eastern Ave., Ste. 10  
Las Vegas, NV 89119  
Telephone: 877-353-2146, ext. 1017  
[bbishop@idealawgroupllc.com](mailto:bbishop@idealawgroupllc.com)  
[mnewell@idealawgroupllc.com](mailto:mnewell@idealawgroupllc.com)

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT  
STATE OF IDAHO  
IN AND FOR NEZ PERCE COUNTY

JEREMY L. BASS,

Plaintiff,

vs.

MICHAEL NEWELL, ESQ AT IDEA LAW  
GROUP, LLC, CARRINGTON MORTGAGE  
SERVICES, LLC, AND BANK OF AMERICA,  
N.A.,

Defendants.

Case No. CV35221875

MOTION TO DISMISS AND STRIKE  
SUMMONS AND COMPLAINT

COMES NOW, MICHAEL J NEWELL, IDEA LAW GROUP LLC, and moves the Court for a dismissal of the complaint and striking summons and complaint filed by the Plaintiff, Jeremy L. Bass. This motion is based on the following grounds:

- 1) Complaint is not verified as is required by IRCP 65.
- 2) Indispensable parties are not named in the complaint IRCP 65.
- 3) Statute of Limitations bars the complaint for fraud and breach of contract as the claims originated in 2009. Idaho Code 5-218.
- 4) Service has not been made on other necessary party defendants.
- 5) Complaint fails to name indispensable party defendants.

MOTION TO DISMISS

- 6) Summons is not complete and erroneously issued and only lists cause of action for Temporary Restraining Order and not other causes of action contained in the Complaint.
- 7) Summons served is incomplete and not per requirements of IRC 4 (a) (1) (G) and IRCP 4 (b) (1) and IRCP 4 (d) (1) (A).
- 8) No hearing has been set and served with the summons and complaint as to issuance of a temporary restraining order or bond necessary.
- 9) No bond hearing has been set by the Court.

Moving Party has filed a Memorandum in support of this Motion and requests oral argument in support thereof.

Dated this 17th day of January 2023.

IDEA LAW GROUP, LLC

Michael Newell  
Michael J. Newell, #1953

#### CERTIFICATE OF MAILING

I certify that I have sent by email and first class mail this MOTION TO DISMISS AND STRIKE THE COMPLAINT AND SUMMONS to the Plaintiff on January 17, 2023, at the following email address and postal address:

Email: quantum.j.l.bass@rawdeal.io

Postal: Jeremy L. Bass  
1515 21<sup>st</sup> Ave  
Lewiston Idaho 83501

Michael Newell  
Michael J Newell