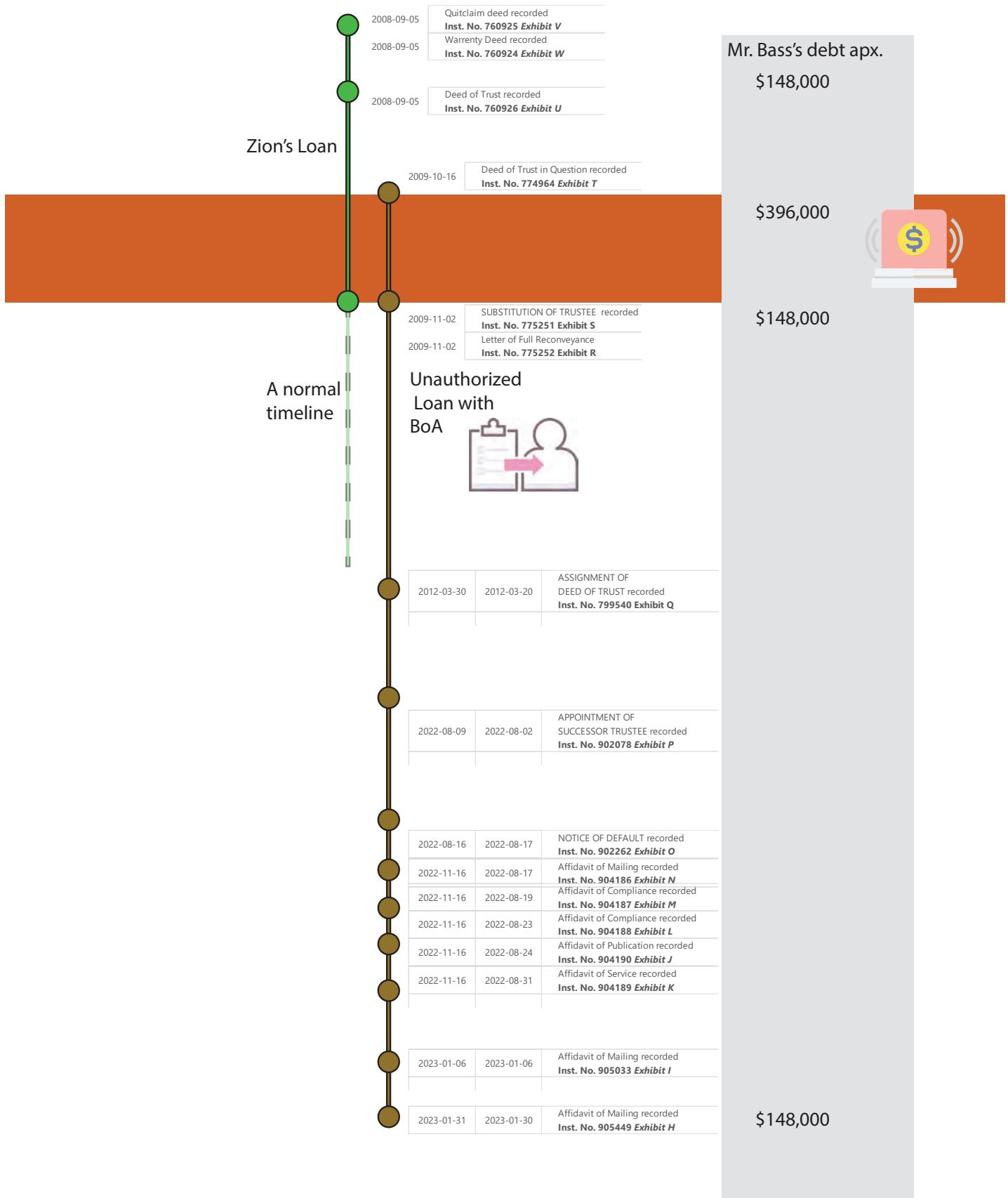


## Timeline of loan arrangement



1   *Jeremy L. Bass, Pro Se*  
2   *1515 21<sup>st</sup> Ave*  
3   *Lewiston, ID 83501-3926*  
4   *Ph: 208-549-9584*  
5   *Quantum.J.L.Bass@RAWdeal.io*

6  
7                   **IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT**  
8                   **FOR THE STATE OF IDAHO, IN AND FOR NEZ PERCE COUNTY**

JEREMY L. BASS,

Plaintiff,

vs.

MICHAEL J. NEWELL, c/o IDEA Law  
Group, LLC, ESQ,  
CARRINGTON MORTGAGE SERVICES,  
LLC,  
BANK OF AMERICA, N.A.,  
RECONTRUST COMPANY, N.A.

Case No. CV35221875

**Petition to Modify  
or Amend an Order**

**DEMAND FOR JURY**

Defendants.

9

10                   **TABLE OF CONTENTS**

11	TABLE OF AUTHORITIES .....	2
12	TABLE OF EXHIBITS .....	3
13	PREAMBLE .....	3
14	I. PLAINTIFF .....	4
15	II. DEFENDANTS .....	5
16	III. JURISDICTION AND VENUE .....	7
17	IV. INTRODUCTION .....	8
18	V. FACTUAL ALLEGATIONS .....	9
19	VI. CAUSE OF ACTIONS .....	15
20	6.1 ARGUMENT(OVERVIEW):.....	15
21	6.7 FIRST CAUSE OF ACTION (FRAUDULENT MISREPRESENTATION).....	17
22	6.9 SECOND CAUSE OF ACTION (FRAUD) .....	17
23	6.11 THIRD CAUSE OF ACTION (NEGLIGENT MISREPRESENTATION) .....	18

1	6.13 FOURTH CAUSE OF ACTION (BREACH OF CONTRACT).....	19
2	6.15 FIFTH CAUSE OF ACTION (UNJUST ENRICHMENT – PAYMENTS) .....	19
3	6.17 SIXTH CAUSE OF ACTION (DECLARATORY RELIEF).....	20
4	6.19 SEVENTH CAUSE OF ACTION (VIOLATION OF IDAHO’S CONSUMER PROTECTION ACT)	21
5	6.21 EIGHTH CAUSE OF ACTION (UNJUST ENRICHMENT – DEED) .....	22
6	VII. PRAYER FOR RELIEF .....	23
7	VIII. CONCLUSION: .....	24
8		

## 9                   **Table of Authorities**

10                   **Cases**

11	Countrywide Home Loans, Inc. v. Sheets, 160 Idaho 268 (Idaho 2016)8,	11
12	Fletcher v. Fourth Judicial Dist. Court, No. 1:21-cv-00107-BLW, at *9 (D. Idaho June 3, 2021).....	7
13	Smith v. Smith, 95 Idaho (1973). .....	22
14	Teton Peaks Inv. Co., LLC v. Ohme, 146 Idaho (2008). .....	23
15	Vanderford v. Knudson, 144 Idaho 547 (Idaho 2007). .....	22

17                   **Statutes**

18	Idaho Code § 1-705 (jurisdiction – original and appellate) .....	7
19	Idaho Code § 45-1502 .....	6
20	Idaho Code § 45-1505 .....	6
21	Idaho Code § 5-401 .....	8
22	Idaho Const. art. V, § 20 .....	7

23

24                   **Cases:**

25	Jesinoski v. Countrywide Home Loans, Inc., 574 U.S. 270 (2015)
26	Yvanova v. New Century Mortgage Corp., 62 Cal. 4th 919 (2016)
27	Glaski v. Bank of America, 218 Cal. App. 4th 1079 (2013)
28	U.S. Bank Nat. Ass'n v. Ibanez, 458 Mass. 637 (2011)

29

30                   **RULES:**

31	FEDERAL RULES OF CIVIL PROCEDURE Fed. R. Civ. P. 12(b)(6).
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32

33                   **Statutes:**

34	Idaho Code § 1-705 (jurisdiction – original and appellate)
35	Idaho Code § 5-219 (statute of limitations for fraud)
36	Idaho Code § 5-224 (statute of limitations for contract actions)
37	Idaho Code § 6-801 et seq. (Idaho Trust and Estate Dispute Resolution Act)
39	Idaho Code § 28-45-109 (Idaho Consumer Protection Act)

1 Idaho Code § 45-1502 (TRUSTEE'S CHARGE)  
2 15 U.S.C. § 1601 et seq. (Truth in Lending Act)

3

4 **Regulations:**

5 12 C.F.R. § 1026 (Regulation Z - Truth in Lending)

6

7 **Secondary Sources:**

8 Restatement (Third) of Property (Mortgages) (American Law  
9 Institute)  
10 Restatement (Third) of Restitution and Unjust Enrichment  
11 (American Law Institute)  
12 Restatement (Second) of Contracts (American Law Institute)  
13 Mortgage Law and Practice, 4th Ed. (Idaho State Bar)  
14 Idaho Law of Damages, 3rd Ed. (Idaho State Bar)

15

16 **TABLE OF EXHIBITS**

H - Affidavit of Mailing .....	inst	905449
I - Affidavit of Mailing .....	inst	905033
J - Affidavit of Publication .....	inst	904190
K - Affidavit of Service .....	inst	904189
L - Affidavit of Compliance .....	inst	904188
M - Affidavit of Compliance .....	inst	904187
N - Affidavit of Mailing .....	inst	904186
O - Notice of Default .....	inst	902262
P - Appointment of Successor Trustee .....	inst	902078
Q - Assignment of Deed of Trust .....	inst	799540
R - Letter of Full Reconveyance .....	inst	775252
S - Substitution of Trustee .....	inst	775251
T - Deed of Trust in Question .....	inst	774964
U - Deed of Trust .....	inst	760926
V - Quitclaim deed .....	inst	760925
W - Warranty Deed .....	inst	760924
AA - Pattern of Behavior		
AB - Timeline		
AC - Mr. Bass' CV		

36

37

38

**PREAMBLE**

1           COMES NOW the Plaintiff, JEREMY L. BASS (hereinafter "Mr.  
2 Bass"), and respectfully moves this Court to allow Mr. Bass to  
3 amend its pleading as a matter of course for the proceedings  
4 over the property located at ***1515 21<sup>ST</sup> AVE. LEWISTON ID 83501-3926*** (hereinafter "THE PROPERTY" or "HOUSE" fully described in  
5 further reading). As grounds for this request, Mr. Bass  
6 respectfully asks the Court to review the following arguments  
7 and legal authorities in support of Mr. Bass's request. Mr. Bass  
8 would humbly admit a miss understanding that the need was to  
9 submit the corrected complaint along with the request to allow  
10 the corrected complaint, but also note that it is not the intent  
11 to make a mockery of the court's time and great effort has been  
12 made in trying to meet any short fall of accuracy. Lack of  
13 access to litigation services due to rampant conflicts of  
14 interest with every firm so far contacted that has a practicing  
15 lawyer under real estate or contract law, without even getting  
16 to give details, is a stifling handicap when dealing with such a  
17 complicated matter. Every effort to bring current the docket in  
18 it's entirety per THIS CODE. Details of everything would be  
19 shown at time of trial or as soon as needed if not yet in this  
20 pleading.

22

23

## I.      **PLAINTIFF**

1    1.1 Mr. Bass. is the individual the owns and operates THE  
2    PROPERTY  
  
3    1.2 By reference include Mr. Bass' description from the expert  
4    witness report

## **II. DEFENDANTS**

7    2.1 Defendant BANK OF AMERICA, N.A, (hereinafter “BOA” or  
8    Defendants) is a for-profit business entity permitted by the  
9    U.S. Office of the Comptroller of the Currency as a  
10   nondepository, uninsured, limited-purpose national trust bank.

11           2.1.a BOA was a California corporation and was a wholly-  
12           owned subsidiary of Bank of America, N.A., (BOA).

14      2.2 Defendant RECONTRUST COMP ANY, N.A, (hereinafter  
15      “ReconTrust”, “RT” or Defendants) is a for-profit business  
16      entity permitted by the U.S. Office of the Comptroller of the  
17      Currency as a nondepository, uninsured, limited-purpose national  
18      trust bank.

19           2.2.a RT was a California corporation and was a wholly-  
20           owned subsidiary of Bank of America, N.A, (BOA).

21           2.2.b RT foreclosed loans serviced by BoA and its wholly-  
22           owned subsidiary, BAC Home Loans Servicing, L.P.

1       2.2.c ReconTrust claims CT Corporation, 1801 West Bay Drive  
2       NW, Suite 206, Olympia, WA 98502 as its sole registered  
3       agent for service of process.

4       2.2.d ReconTrust is acting as a foreclosure trustee in the  
5       State of Idaho.

6       2.2.e Foreclosure trustees are responsible for conducting  
7       nonjudicial foreclosures, called trustee's sales, in  
8       accordance with Idaho Code § 45-1505, and the terms of the  
9       mortgage transaction documents.

10      2.2.f "Trustee" means a person to whom title to real  
11       property is conveyed by trust deed, or his successor in  
12       interest for the limited purpose of the power of sale.

13      Idaho Code § 45-1502

14      2.3 Michael J. Newell, c/o IDEA Law Group, LLC, ESQ.  
15       (hereinafter "Mr. Newell") is the individual from IDEA Law Group  
16       who is acting as a trustee on behalf of Bank of America in  
17       relation to the sale of the Property.

18      2.3.a On 2022-08-02 Mr. Newell was named trustee by the  
19       undersigned Ami Bhavsar, the Foreclosure Services Manager  
20       from Bank of America, N.A by Carrington Mortgage Services,  
21       LLC as servicer and attorney-in-fact recorded with the Nez  
22       Perce County Clerk/Auditor/Recorder office (COUNTY

1 RECORDER) as Instrument Number 902078 shown in Exhibit P

2 pg. 1.

3 2.3.b Mailing address 4100 E. Mississippi Avenue, Suite  
4 420, Denver, CO 80246 is the most prominent used address  
5 presented when a call for in reference to contact which is  
6 shown in Exhibit N pg. 1,3,6,11, in Exhibit O pg. 1, in  
7 Exhibit P pg. 1, and many others.

8 2.3.c It was said trustee to have all the powers, effective  
9 forthwith.

10  
11 2.4 Carrington Mortgage Services (hereinafter "Carrington") is a  
12 servicing company for Bank of America.

13  
14 **III. JURISDICTION AND VENUE**

15 3.1 This Court has jurisdiction over the subject matter of  
16 this action and the parties pursuant to Idaho Code § 1-705  
17 "In Idaho, the state district courts have original  
18 jurisdiction over all cases and proceedings in law and in  
19 equity. Idaho Code § 1-705; Idaho Const. art. V, § 20. "  
20 Fletcher v. Fourth Judicial Dist. Court, No. 1:21-cv-00107-  
21 BLW, at \*9 (D. Idaho June 3, 2021)

3.2 Venue is proper in this Court because the Property at issue is located in Nez Perce County, Idaho. Idaho Code § 5-401

#### **IV. INTRODUCTION**

4.1 ReconTrust, owned by BoA originated the manipulation of paperwork. Bank of America and its corporate group were cited twenty-five times in 4 years for at an excess of \$47 billion dollars in settlement or judgments starting from the creation of the loan for this property in 2008 shown in Exhibit AA. By 2012 they admitted to all manner of frauds that includes many elements of paperwork manipulation.

4.2 Additional actions are pending as of this date from Ambac Financial Group which would drive the grand total well past the current \$93.7 billion in punishments. Here I can show the pattern of behavior includes a newly discovered part of the cooked books its highlighted in Countrywide Home Loans, Inc. v. Sheets, 160 Idaho 268 (Idaho 2016). There appears that there may be many more cases that have the same pattern of happenings. With the Countrywide v. Sheets, making it a statistical oddity to have the same elements and line up with the Plaintiff's elements which are of the same actions they were caught doing. The assertion is that their behavior

1 was not limited to what has only been found so far, but that  
2 there have been variants of the frauds already proven under  
3 the whole of the Bank of America and its corporate group. As  
4 such, more discoveries continue to be found and to which  
5 additional amendments or corrections to the pleadings,  
6 including additions or removals of parties that are or are  
7 not indispensable, as well as any other matters relevant may  
8 be filed after this filing.

## **V. FACTUAL ALLEGATIONS**

10       5.1     The plaintiff is an expert in digital technologies and  
11              graphic arts as listed in Exhibit AC, a cv of my 30 year  
12              career with accolades while having access to what I did and  
13              participating in service to community by being a Boy Scout  
14              of America Scout/Cubmaster to being PTA president, with  
15              notable clients/projects such as President Clinton's  
16              foundation, the Clinton Health Foundation's Clinical  
17              HIV/AIDS Research and Trail database application.

1 and financial software creations that covered over areas  
2 like real estate to controllers to long term endowments.

3 5.3 It appears ReconTrust was wholly-owned by BoA.

4 5.4 It appears Carrington Mortgage is owned by BoA.

5 5.5 The defendant Mr. Newell in court room 2 in the Nez  
6 Peirce county district two on DATE at approximately 11:30am,  
7 attested to him vouching for Exhibit R authenticity and  
8 validity.

9 5.6 Exhibit R is described as recorded on Nov 10<sup>th</sup> 2009.

10 5.7 On September 8 2008 Plaintiff entered into a loan  
11 agreement with Zion's Bank (hereinafter "ZIONS") for the  
12 purchase of THE PROPERTY.

13 5.8 The loan was secured by a deed of trust on the property  
14 and a promissory note.

15 5.9 On or about October 2009, Defendant Bank purchased the  
16 loan from the Original Bank.

17 5.10 In connection with the purchase of the loan, Defendant  
18 Bank was required to properly assign the original loan to  
19 itself as shown in Exhibit Q.

20 5.11 However, instead of properly assigning the original loan,  
21 Defendant Bank, without the knowledge or consent of  
22 Plaintiff, created a second deed of trust and promissory  
23 note, effectively doubling Plaintiff's debt.

4 5.13 BoA claimed it was a mistake that happened and when asked  
5 how they had said they didn't know. "How the erroneous  
6 reconveyance came to be recorded is not clear. Bank of  
7 America claims that it caused the reconveyance to be  
8 recorded because it mistakenly proceeded as if the 2009  
9 Refinancing had closed." Countrywide Home Loans, Inc. v.  
10 Sheets, 160 Idaho 268, 271 (Idaho 2016).

11       5.14 The approximate time span of twenty-four hrs. was the  
12           window of time between 2 Idaho originated loans with a  
13           process that was not normal happenings of a reconveyance,  
14           both occurring in the same window of time, with the same  
15           signatories, and the same notary.

16        5.15 BoA took over the loan on Oct 16 as per their reporting  
17        to a third-party source of Experian to be shown in coming  
18        exhibits.

19       5.16 Zion's agreement was on reconveyance notice was to be  
20           sent as per its own note on the document, Exhibit U, which  
21           failure to do so is a breach of contract and falls on BoA as  
22           they are trying to claim responsibility.

1       5.17 The defendant Mr. Newell in court room 2 in the Nez  
2       Peirce county district two on DATE at approximately 11:55  
3       am, attested that they had no wet inked copy, and they  
4       conceded that as matter of fact.

5       5.18 The normal procedure when a lender sells loans to another  
6       lender, is to do an assignment of deed of trust and the  
7       trustor (borrower) gets noticed as they did in the 2012  
8       assignment of deed per Exhibit Q.

9       5.19 For nearing a month's time, the Plaintiff was responsible  
10      for two loans each with a value of \$145,000 each.

11      5.20 The plaintiff attests that they would have never been  
12      able to make payments on such an amount, nor was the  
13      plaintiff ever made aware that such a debt had put upon him.

14      5.21 There was no guarantee that either of the active loans  
15      Mr. Bass had been burdened with, was going to be resolved  
16      without making payments on both loans.

17      5.22 If another account error occurred and the reconveyance  
18      had not been done, I would have had no proof of the first  
19      loan was paid off leaving me exposed.

20      5.23 The plaintiff did not earn enough at that time to allow  
21      for 2 145k loans.

22      5.24 The defendants have yet to have a third party verify the  
23      source of the funds that paid off that first loan, and that

1       it was not hidden in a trick of accounting and technology  
2       were a lender takes in a payment from a benefactor who pays  
3       off a loan and defuses amount of the transaction over a  
4       batch of other account over a span of years, adjusting the  
5       transaction by a few pennies amount then regenerating past  
6       statements as needed so as to cover a redirection of money  
7       and other one financial tracks, which that whole scenario is  
8       just one of the many possibilities in which Mr. Bass has  
9       seen in his past work where he needed to add security  
10      features to systems and software in efforts to thwart this  
11      abuse while at WSU and other financial institutions.

12     5.25 The plaintiff attests to having witnessed and  
13      participated in what appeared to be a normal happening of a  
14      loan sold to another lender where as I was given notice that  
15      BoA was where I was to make payments too, and to having no  
16      recollection of signing anything only a year after getting  
17      the loan, only that the plaintiff was upset over being sold  
18      off to a bank that had turned him down before.

19     5.26 At no time does the Plaintiff recall signing any new  
20      paperwork after the 2008 paperwork.

21     5.27 A third party is needed to clear up the accounting as BoA  
22      has been proven to not be upfront or forth telling as well  
23      as been shown to have been engaging in similar fraudulent

1       activities, in order to prove that there was no unjust  
2       enrichment off the extra \$150k of future revenue shown on  
3       paper to which a bank would borrow against or use it for  
4       other financial gains.

5     5.28 BoA was fined \$4 billion for inflating their books thru  
6       verses means.

7     5.29 The timeline of Exhibit AA is supported by the noted  
8       exhibits by reference as all matter of facts.

9     5.30 Idaho Rules of Evidence Rule 406. Habit; Routine  
10       Practice.

11       5.30.1 Evidence of a person's habit or an organization's  
12       routine practice may be admitted to prove that on a  
13       particular occasion the person or organization acted in  
14       accordance with the habit or routine practice. The court  
15       may admit this evidence regardless of whether it is  
16       corroborated or whether there was an eyewitness.

17     5.31 EXHIBIT AA - a laundry list of offenses of the same  
18       nature shows a pattern of fraud.

19     5.32 Idaho Rules of Evidence Rule 702. Testimony by Expert  
20       Witnesses.

21       5.32.1 A witness who is qualified as an expert by knowledge,  
22       skill, experience, training, or education may testify in  
23       the form of an opinion or otherwise if the expert's

1 scientific, technical, or other specialized knowledge will  
2 help the trier of fact to understand the evidence or to  
3 determine a fact in issue.

4 5.33 EXHIBIT AC - Mr. Bass is an expert in the field needed to  
5 show that the signatures are not valid.

6

7 **VI. CAUSE OF ACTIONS**

8 **6.1 Argument(Overview):**

9 6.2 The Plaintiff respectfully requests that the Court  
10 reconsider it's OPINION AND ORDER ON MOTION TO DISMISS AND  
11 STRIKE THE SUMMONS AND COMPLAINT and ORDER ON MOTIONS FOR  
12 RECONSIDERATION. The Defendant's Motion is an attempt to evade  
13 its liability for its own fraudulent behavior. The Defendant  
14 committed fraud by concealing the existence of a second mortgage  
15 on the property, which put the Plaintiff at great risk had they  
16 failed to put out the reconveyance. The Defendant should not be  
17 rewarded for their bad faith actions.

18

19 6.3 The Plaintiff has established the essential elements of the  
20 claim for fraud by showing that the Defendant made a false  
21 representation of a material fact with knowledge of its falsity  
22 and with the intent to deceive the Plaintiff. The Defendant  
23 concealed the existence of the second mortgage and it's

1 satisfaction and continued to accept payments from the Plaintiff  
2 for years, despite the fact that the Plaintiff was unaware of  
3 the second mortgage or conveyance. The Defendant's conduct is  
4 unconscionable and violates the principles of equity and  
5 justice.

6

7 6.4 The Defendant should not be allowed to keep the profits it  
8 gained from its fraudulent behavior, as that would be unjust  
9 enrichment. The Plaintiff has made all the payments on the  
10 property, but those payments should not be considered a benefit  
11 to the Defendant, as it obtained the payments by fraud. The  
12 doctrine of unclean hands bars the Defendant from profiting from  
13 its own wrongdoing.

14

15 6.5 The Plaintiff's interest in the property is superior to the  
16 Defendant's interest, as the Defendant acquired the second  
17 mortgage through fraud. The Defendant has unclean hands, as it  
18 concealed the second mortgage by not following through with  
19 requirements to send the paperwork to the Plaintiff despite it  
20 being said right on the top of the letter but instead the  
21 defendant kept this information from the Plaintiff and continued  
22 to accept payments on the property. Mr. Bass is entitled to  
23 relief in equity, and the Defendant should be required to

1 release the second mortgage and convey the property to Mr. Bass  
2 free and clear of any encumbrances.

3

4 **6.7 FIRST CAUSE OF ACTION (FRAUDULENT MISREPRESENTATION)**

5 **6.8 ELEMENTS**

6 6.8.1. The defendant made a false representation of material  
7 fact BoA has met this element in multitudes but use that  
8 ambiguity to mask their actions as a misdirection of  
9 sorts. One example is the concealment of the LOFR.

10 6.8.2. The defendant knew the statement was false when making  
11 it.

12 6.8.3. The defendant intended for Mr. Bass to rely on the  
13 false statement.

14 6.8.4. Mr. Bass justifiably relied on the false statement.

15 6.8.5. Mr. Bass suffered damages due to their reliance on the  
16 defendant's false statement.

17

18 **6.9 SECOND CAUSE OF ACTION (Fraud)**

19 **6.10 ELEMENTS**

20 6.10.1. Plaintiff hereby incorporates by reference the  
21 allegations contained in paragraphs 1 through 11, as  
22 though fully set forth herein.

1       6.10.2. Defendant Bank knowingly and intentionally created the  
2           second deed of trust and promissory note, with the intent  
3           to deceive Plaintiff and avoid the proper assignment  
4           process.

5       6.10.3. Plaintiff reasonably relied on Defendant Bank's  
6           representations regarding the status of the loan, unaware  
7           of the unauthorized second deed of trust and promissory  
8           note.

9       6.10.4. As a direct and proximate result of Defendant Bank's  
10          fraudulent actions, Plaintiff has suffered damages in an  
11          amount to be proven at trial.

12

13 **6.11 THIRD CAUSE OF ACTION (Negligent Misrepresentation)**

14       6.14.1. Plaintiff hereby incorporates by reference the  
15           allegations contained in paragraphs 1 through 15, as  
16           though fully set forth herein.

17       6.14.2. Defendant Bank negligently misrepresented the status  
18           of Plaintiff's loan, creating a second deed of trust and  
19           promissory note without Plaintiff's knowledge or consent,  
20           and without performing the proper assignment process.

21       6.14.3. Plaintiff reasonably relied on Defendant Bank's  
22           representations regarding the status of the loan, unaware

1           of the unauthorized second deed of trust and promissory  
2           note.

3       6.14.4. As a direct and proximate result of Defendant Bank's  
4           negligent misrepresentation, Plaintiff has suffered  
5           damages in an amount to be proven at trial.

6

7       **6.13 FOURTH CAUSE OF ACTION (Breach of Contract)**

8       6.14.1. Plaintiff hereby incorporates by reference the  
9           allegations contained in paragraphs 1 through 19, as  
10          though fully set forth herein.

11      6.14.2. A valid and enforceable contract existed between  
12          Plaintiff and Original Bank, which was transferred to  
13          Defendant Bank upon the purchase of the loan.

14

15      6.14.3. Defendant Bank breached the terms of the contract by  
16          creating a second deed of trust and promissory note,  
17          without the knowledge or consent of Plaintiff, and without  
18          performing the proper assignment process.

19       6.14.4. As a direct and proximate result of Defendant Bank's  
20          breach of contract, Plaintiff has suffered damages in an  
21          amount to be proven at trial.

22

23       **6.15 FIFTH CAUSE OF ACTION (Unjust Enrichment - payments)**

1       6.16.1. Plaintiff hereby incorporates by reference the  
2           allegations contained in paragraphs 1 through 15, as  
3           though fully set forth herein.

4       6.16.2. As a result of Defendant Bank's unauthorized creation  
5           of the second deed of trust and promissory note, and  
6           subsequent actions, Defendant Bank has been unjustly  
7           enriched at the expense of Plaintiff.

8       6.16.3. Plaintiff has conferred a benefit upon Defendant Bank  
9           by paying additional interest and fees on the second loan,  
10          as well as suffering damage to his/her credit and  
11          emotional distress.

12      6.16.4. Defendant Bank has knowingly and willingly accepted  
13          and retained this benefit under circumstances that make it  
14          inequitable for Defendant Bank to retain the benefit  
15          without compensating Plaintiff.

16      6.16.5. As a direct and proximate result of Defendant Bank's  
17          unjust enrichment, Plaintiff has suffered damages in an  
18          amount to be proven at trial.

19

20     **6.17 SIXTH CAUSE OF ACTION (Declaratory Relief)**

21      6.18.1. Plaintiff hereby incorporates by reference the  
22          allegations contained in paragraphs 1 through 20, as  
23          though fully set forth herein.

1       6.18.2. An actual controversy has arisen and now exists  
2                  between Plaintiff and Defendant concerning the validity  
3                  and enforceability of the second deed of trust and  
4                  promissory note.

5       6.18.3. Plaintiff seeks a judicial determination and  
6                  declaration of the parties' rights and obligations under  
7                  the loan agreement and the second deed of trust and  
8                  promissory note, specifically declaring the second deed of  
9                  trust and promissory note to be void and unenforceable.

10

11      **6.19 SEVENTH CAUSE OF ACTION (Violation of Idaho's Consumer  
12                  Protection Act)**

13      6.20.1. Plaintiff hereby incorporates by reference the  
14                  allegations contained in paragraphs 1 through 23, as  
15                  though fully set forth herein.

16      6.20.2. Defendant Bank engaged in unfair and deceptive acts or  
17                  practices in the conduct of its business by creating the  
18                  unauthorized second deed of trust and promissory note,  
19                  executing a full reconveyance on the first note, and  
20                  attempting to have Plaintiff sign a backdated new note.

21      6.20.3. Defendant Bank's actions violate the Idaho's Consumer  
22                  Protection Act, which prohibits unfair and deceptive acts  
23                  or practices in the conduct of trade or commerce.

1       6.20.4. As a direct and proximate result of Defendant Bank's  
2           violation of the Idaho's Consumer Protection Act,  
3           Plaintiff has suffered damages in an amount to be proven  
4           at trial.

5

6 **6.21 EIGHTH CAUSE OF ACTION (Unjust Enrichment – deed)**

7       6.22.1. "Unjust enrichment occurs where a defendant receives a  
8           benefit which would be inequitable to retain without  
9           compensating the plaintiff to the extent that retention is  
10          unjust." Vanderford v. Knudson, 144 Idaho 547, 558 (Idaho  
11         2007). "The substance of an action for unjust enrichment  
12         lies in a promise, implied by law, that a party will render  
13         to the person entitled thereto that which in equity and  
14         good conscience belongs to the latter." Smith v. Smith, 95  
15         Idaho 477, 484, 511 P.2d 294, 301 (1973). "The elements of  
16         unjust enrichment are that (1) a benefit is conferred on  
17         the defendant by the plaintiff; (2) the defendant  
18         appreciates the benefit; and (3) it would be inequitable  
19         for the defendant to accept the benefit without payment of  
20         the value of the benefit." Teton Peaks Inv. Co., LLC v.  
21         Ohme, 146 Idaho 394, 398, 195 P.3d 1207, 1211 (2008). As a  
22         direct and proximate result of Defendant Bank's unjust

1 enrichment, Plaintiff has suffered damages in an amount to  
2 be proven at trial.

3

4 **VII. PRAYER FOR RELIEF**

5 7.1 WHEREFORE, the Plaintiff prays for judgment against the  
6 Defendants as follows:

7 7.1.a. For actual damages in an amount to be determined at  
8 trial, including but not limited to any costs and  
9 expenses incurred in connection with this action;

10 7.1.b. For statutory damages, if any, as allowed by law;

11 7.1.c. For a declaratory judgment that the Plaintiff's  
12 property is free and clear of any liens or encumbrances  
13 arising from the actions of the Defendants;

14 7.1.d. For costs of this action, including reasonable  
15 attorney's fees or the average cost of fee's for  
16 compensation of Plaintiff's time and efforts, where  
17 possible and the court would see fit and within the  
18 courts powers to do so;

19 7.1.e. For pre- and post-judgment interest as allowed by law;  
20 and

21 7.1.f. A temporary restraining order or preliminary  
22 injunction, and permanent injunction enjoining the  
23 Defendants, their agents, servants, employees, and

attorneys, and all persons acting in concert or participation with them, from proceeding with the sale of the Property scheduled for March 31<sup>st</sup>, 2023 or later date;

7.1.g. For an Order the Defendants to cover the costs and do the work to reset Mr. Bass's credit to a perfect score, as they are equipped to carry out the restoration with little effort;

7.1.h. Order the Defendants to cover costs and facilitate any work needing to correct the tax implications, issues, debts, and or losses from past returns that should have been earned by the Plaintiff; and

7.1.i.Grant such other and further relief as the Court deems just and proper.

7.1.j. That where able, charges and appropriate actions be taken against the defendants for their actions; for someone to step in and cure the bluntly inflicted injury to the American population by yet another fraud, to which I prey to see a cap of size as they are not worthy of such power they hold now.

## **VIII. Conclusion:**

22 For the foregoing reasons, the Plaintiff respectfully requests  
23 that the Court allow the case to be heard and plead in trial.

1 Mr. Bass has suffered financial harm as a result of the  
2 Defendant's fraudulent behavior, and the Defendant should be  
3 held liable for their conduct. Mr. Bass is entitled to the  
4 property free and clear of any encumbrances and to damages for  
5 the harm suffered.

6

Dated this 16 day of March 2023.

Respectfully submitted,

Jeremy L. Bass  
Plaintiff/ Pro Se

---

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first class mail this OPPOSITION TO DEFENDANT'S MOTION TO DISMISS AND STRIKE SUMMONS AND COMPLAINT to the Defendant on March 16, 2023, at the following email address and postal address:

Email: mnewell@idealawgroupllc.com  
Postal: Michael J. Newell ISBA #1953  
IDEA Law Group, LLC  
4530 S. Eastern Ave., Ste. 10  
Las Vegas, NV 89119

Postal: BANK OF AMERICA, N.A  
C T CORPORATION SYSTEM  
1555 W SHORELINE DR  
STE 100  
BOISE, ID 83702

Postal: CARRINGTON MORTGAGE SERVICES  
C T CORPORATION SYSTEM  
1555 W SHORELINE DR  
STE 100  
BOISE, ID 83702

Jeremy L. Bass  
Plaintiff

---

Signature

Recording Requested By:  
ReconTrust Company, N.A.  
2575 W. Chandler Blvd.  
Mail Stop: AZ1-804-02-11  
Chandler, AZ 85224  
(800) 540-2684

INST. NO. 775252

FILLED FOR RECORD  
FEE 300 REC. BY \*

2009 NOV 10 AM 9 54

PATTY O. WEEKS  
RECORDER, NEZ PERCE CO. ID.  
BY Kathy DEPUTY

When recorded return to:  
JEREMY L BASS  
1515 21st Ave  
Lewiston, ID 83501

Above Space for Recorder's Use



UID: 3031d6dd-a47a-42d8-9a1d-df722cbbb74  
DOCID\_0001854989092005N

**FULL RECONVEYANCE**

ReconTrust Company, N.A., as Trustee under Deed of Trust Dated 09/04/2008 And made by:

JEREMY L BASS  
as Trustor, recorded as Instrument or Document No.760926, on 09/08/2008 in Book N/A, Page N/A  
of Official Records in the office of the Recorder of NEZ PERCE County, Idaho having received from  
holder of the obligations thereunder a written request to reconvey reciting that all sums secured by  
said Deed of Trust have been fully paid, and said Deed of Trust and the note or notes secured thereby  
having been surrendered to said Trustee for cancellation, does hereby RECONVEY, without warranty  
to the person or persons, legally entitled thereto, the estate now held by it thereunder.

In Witness Whereof, ReconTrust Company, N.A., as Trustee.

Dated: 11/2/09

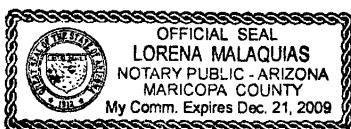
ReconTrust Company, N.A.

By: Jewel Elsmere  
Jewel Elsmere  
Assistant Secretary

All Purpose Acknowledgment

STATE OF ARIZONA  
COUNTY OF MARICOPA

On 11/2/09, before me, Lorena Malaquias, Notary Public, personally appeared Jewel  
Elsmere, personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person whose name is subscribed to the within instrument and acknowledged to me that he/she  
executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the  
person or the entity upon behalf of which the person acted, executed the instrument. Witness my hand  
and official seal.



Before me: Lorena Malaquias  
Notary Public for said State and County  
Notary Expiration: 12/21/2009

Extremely Urgent

11/10/2020

FedEx Ship Manager - Print Your Label(s)

ORIGIN ID:FULA (866) 874-5860  
MOD DEPT  
CARRINGTON DOCUMENT SERVICES  
1800 SOUTH DOUGLASS

ANAHEIM, CA 92806  
UNITED STATES US

SHIP DATE: 10NOV20  
ACTWGT: 0.10 LB  
CAD: 101074357/INET4280

BILL SENDER

TO JEREMY L BASS

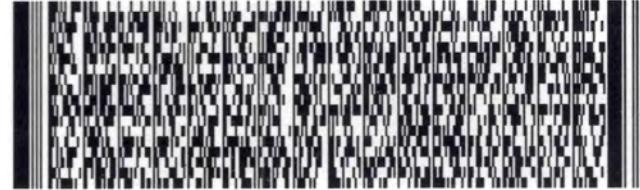
1515 21ST AVE

LEWISTON ID 83501

(949) 517-5627  
INV:  
PO:

REF: MOD

DEPT:



WED - 11 NOV 4:30P

STANDARD OVERNIGHT

TRK#  
0201 7720 4052 9027

83501

ID-US GEG

XH LWSA



press

®



## **Tips for Successfully Completing Modification Package**

Congratulations on the completion of your trial loan modification program! Next step to completing your loan modification is through the final document process. We want to ensure your success so please read these instructions carefully.

To accept this offer, please sign and return the requested documents within 5 days of receipt of the documents as they are date sensitive.

1. Do not separate or remove any pages from the document package.  
\*\*Please keep them in the order they were delivered to you in.\*\*
2. Carefully review the modification documents enclosed.
3. Sign and date where indicated on each of the listed documents, and if applicable affidavits attached per state specific requirements.
4. Have your signatures notarized and witnessed, if required.
5. Return documents utilizing the prepaid FedEx envelope.

Review below helpful tips when reviewing your documents.

- Documents are required to be signed by all borrowers, and any other owner(s) of the property listed on the document, in front of a notary.

**NOTE:** If any person's name listed on the document is not accurate due to change in marital status, **you will need to provide documentation.** Please contact Carrington to discuss what documentation will be needed based on your situation.

- All borrowers must sign the enclosed documents exactly as their name appears. For example, if your name appears as John A. Smith, you must sign your name exactly that way.
- Return all requested documents with original borrower signature(s). Do not send photocopies because we cannot accept them.
- Your signatures must be notarized. **PLEASE PROVIDE THE ENCLOSED INSTRUCTIONS TO YOUR NOTARY.**
- To avoid having to resign your documents, **check your notary's work according to the insert.**
- If you have not made a monthly trial payment every month since your trial plan began, please include those payments with your signed and notarized documents.

**Any questions, call us at 866-874-5860 – we are happy to assist you!**

*If we do not receive your first payment and signed documents by the required dates, (1) your loan may no longer be eligible for a permanent loan modification and (2), we may proceed with foreclosure as permitted by investor guidelines and applicable law. If your loan is delinquent, we will continue to report all delinquencies to the credit reporting agencies until your loan is brought fully current.*



## Notary Checklist

This checklist is being provided to ensure that the loss mitigation documents are correctly executed. If any of the following steps are not completed, or are completed incorrectly, the documents will be returned to the borrower for correction and/or completion.

**Please complete this contact information and return it with the signed documents:**

Notary Phone #: \_\_\_\_\_ Notary Email Address: \_\_\_\_\_

- All signatures and requested written information completed in **BLUE OR BLACK** ink only.
- **Documents must be signed by all borrower(s) listed on the documents.**
- **Borrower(s) must sign their name(s) exactly as printed below the signature line and within the margins of the body of the document.**
  - In the state of Indiana, a **witness** is required to sign the **PROOF NOTARIAL CERTIFICATE** to the notary acknowledgment page
  - One **unofficial witness** signatures required for Georgia. The notary in Georgia cannot sign as a witness.
  - Two **witness** signatures are required for each borrower in Connecticut, South Carolina, and Louisiana. The notary in Louisiana cannot sign as a witness and must acknowledge both witnesses.
  - The witnesses can be the same for each borrower
- Always return **original** documents as these are recordable documents. Wet signatures are required.
- **Notary Acknowledgement Section must include:**
  - County and State completed on Borrower's Acknowledgment by the Notary for borrower(s).
  - **Notary's date must match date of Borrower's Signature date**
  - Notary's stamp and/or seal must be placed on Borrower's Acknowledgment when notarizing each set of documents and **MUST BE LEGIBLE**, not covering any written text on the document or smudged in any way
  - Commission expiration date of notary public written on borrower's acknowledgement for each set of documents, when applicable.
  - **Whiteout is NOT permitted on any document.** If a mistake is made, draw a line through the mistake, initial it and make the correction(s).
  - **The Notary must fill out the borrower's name, exactly as it is printed on the signature line for the borrower, on the notary page next to the "personally appeared" line, when applicable.**
  - Be careful not to enter borrower(s) name(s) on the line that requires the date of execution, when applicable.
- **Maryland:** Prince George's County Office of Finance, Treasury Division Finance Affidavit must be notarized and the applicable required information must be initialed. **All modifications require Section B, B1 be initialed.** Section C only IF the property being modified is non-owner occupied.
- The Lender's Acknowledgement portion of the loan documents will be completed by Carrington Mortgage Services, LLC upon receipt of the executed documents and **SHOULD NOT** be notarized by the Notary Public.

Sincerely,  
Carrington Document Services, LLC

*CDS is a vendor that provides clerical and administrative support to CMS and does not have the given authority to discuss any information regarding your account. CDS is not acting as an agent of the borrower(s) and does not represent CMS in connection with the negotiation or arrangement of the terms of the Loan Modification Document Package.*

**IMPORTANT Mortgage Notice**  
**Loan Modification Documentation Request**

JEREMY L BASS  
1515 21ST AVE  
LEWISTON      ID 83501

**Property Address:**  
1515 21ST AVE  
LEWISTON      ID 83501

Dear JEREMY L BASS:

Thank you for returning your Loan Modification Agreement which became effective 09/01/12. During a routine post-closing audit of your file, it came to our attention that one or more items need to be corrected in order for the Loan Modification Agreement to be recorded at your local County Recorder of Deeds.

As you may recall, as part of the loan settlement process, you signed a Compliance Agreement in which you agreed to fully cooperate and provide all loan documentation requested by Carrington Mortgage Services, LLC ("CMS"), to enable us to market and sell your loan.

**Based on the results of our post-closing audit, we hereby request the following documentation:**

- **A copy of your Loan Modification Agreement bearing your wet-ink, notarized signature. In order to record your existing modification agreement, we need a copy with your live signature. PLEASE NOTE: NO CHANGES ARE BEING MADE TO THE TERMS OF YOUR LOAN MODIFICATION. YOUR LOAN MODIFICATION REMAINS VALID AND ENFORCEABLE ACCORDING TO ITS ORIGINAL TERMS.**

**As a gesture of goodwill, and to help alleviate any inconvenience you may experience, upon receipt of the appropriately signed and notarized documents, CMS will issue you a check in the amount of \$100.00 upon confirmation of recording.**

**Below are the steps you should follow to satisfy the above request:**

1. Please find enclosed a blank copy of the loan modification document.
2. Please contact: (800) 561-4567 to schedule your free notary signing.
3. Please take the requested action(s) and return the signed, notarized loan modification document to us in the enclosed return envelope within 10 days of the date of this letter.
4. Please follow the "Notary Tips Checklist" on the following page to avoid common mistakes, which may result in failure to receive the financial incentive offered and/or a request to repeat the remediation.

**IMPORTANT Mortgage Notice**  
**Loan Modification Documentation Request**

**Notary Tips Checklist:**

This checklist is being provided to ensure that the documents are correctly notarized and executed by the borrower. If any of the following steps are not completed, or are completed incorrectly, the documents will be returned for correction and/or completion. Please complete this contact information and return it with the signed documents:

Notary Phone #: \_\_\_\_\_ Notary Email Address: \_\_\_\_\_

- All listed parties must sign the loan modification document before a notary public. If modification documents require updated names/signors due to marriage, divorce, or death, you will need to submit documentation supporting any such changes by fax. See below section "**We're here to help**" for information including the fax number to use.
- The Notary public must notarize the loan modification document by hand - signature by stamp or copy is not acceptable. Ensure the Notary did not stamp or over the language of the loan modification document, or else the document may be rejected for recording by the county recorder.
- All signatures and requested written information must be completed in **BLACK INK ONLY**.
- No whiteout is permitted on any of the modification documents for recording. If a new copy is needed please reach out to the contact number **(800) 561-4567**
- Borrower(s) must sign their name(s) exactly as printed below the signature line and within the margins of the body of the document.
- Return original documents; copies are not permitted as these are recordable documents and wet signatures are required by the county.
- Borrower's acknowledgement section fields must all be completed. DO NOT LEAVE BLANKS in sections of the acknowledgment:** Print County Name, Print State abbreviation, Print Notary's date, Print Commission expiration date.  
Borrower's Signature date must be the same as the Notary acknowledgment date. Place Active Notary Public's seal or embosser. MUST BE LEGIBLE. Smeared illegible documents risk county clerk rejections.
- State Applicable Affidavits: Maryland:** Prince George's County Office of Finance, Treasury Division Finance Affidavit must be **notarized** and the applicable required information **must be initialed**. Modifications require Section B, B1 be initialed. Use Section C only IF the property modified is non-owner occupied.
- WITNESS REQUIREMENTS BY STATE (If Applicable):**  
**Connecticut:** Two witnesses required (one witness may be the notary)  
**South Carolina:** Two witnesses required (one witness may be the notary)  
**Georgia:** One witness required (may not be the notary)  
**Louisiana:** Two witnesses required (neither may be the notary)

**We're here to help.** We will call you (or may have already called you) to discuss any questions you may have regarding this request. If you have any questions about how to correctly execute, witness or notarize the attached document , please call us at **(800) 561-4567**.Monday thru Friday, **8 A.M to 4:00 P.M. PST**. Supporting documentation can be faxed to **(714) 844- 4726**.(i.e copy of Marriage Certificate, Recorded divorce decree with specific language awarding property to applicant divesting interest, Copy of Death Certificate/Probate etc.)

We appreciate the opportunity to serve your home loan needs **Thank you for your prompt attention to and cooperation with this request. Please let me know if you have any questions or require additional information.**

Sincerely,

Collateral Management, Carrington Mortgage Services, LLC

**Mortgagor Name(s):**  
JEREMY L BASS  
1515 21ST AVE  
LEWISTON ID 83501

**Property Address:**  
1515 21ST AVE  
LEWISTON ID 83501

Dear Mortgagor(s):

Enclosed please find the final Loan Modification Agreement and/or Subordinate Note/Mortgage (herein referred to as the "Documents") along with a Name Affidavit\*\*.

*\*\*A Name Affidavit is a document in which a person certifies all the names that have been used by the person. The name affidavit may include maiden name, married name, other names used, and all variations of the names that appear in other documents.*

If you are interested in setting up Auto Draft for your new modified mortgage payments, we encourage you to complete and return the required forms with your signed Modification Agreement.

**IMPORTANT!** The insurer of your loan requires that you execute the enclosed Documents, including the Name Affidavit, in the presence of a notary public. Please note, CMS must receive your fully executed Documents, **bearing original signatures**, by no later than **01/14/2020**. Each borrower must sign exactly as the name appears on the signature line. If there has been a change to your name since the origination of your mortgage loan (e.g. re-married, divorced) you must complete the Name Affidavit and provide supporting documents to evidence such a change. Failure to comply with these requirements may affect your eligibility and delay the process.

**Please be advised that a faxed copy of the Documents does not satisfy the Program requirements and therefore will not be accepted.**

If you have questions regarding the Documents or experience difficulty reviewing the information, please consult a Loss Mitigation Specialist by calling, 1.800.561.4567, Monday - Friday 9:00am to 7:00pm [Eastern Standard Time].

Please mail all Original Signed Documents attention to:

**Carrington Mortgage Services, LLC**  
**c/o Loss Mitigation Post Closing Department**  
**1600 South Douglass Road, Suites 110 & 200-A**  
**Anaheim, CA 92806**

Sincerely,

Carrington Mortgage Services, LLC

Dear Mortgagor(s):

Carrington Mortgage Services, LLC (CMS) requires that you complete this Name Affidavit if your name has been changed since the origination of your mortgage loan and/or does not match the name as it appears directly below and within the enclosed Documents.

**A Name Affidavit is also referred to as:**

Also Known As Certificate / AKA Statement - To show variations of your name used to execute other documents  
Now Known As Certificate / NKA Statement - To show a change in name due to marriage and/or divorce

**JEREMY L BASS**

\_\_\_\_\_  
Signature

THIS IS TO CERTIFY THAT MY/OUR LEGAL SIGNATURE(S) IS/ARE AS WRITTEN AND TYPED BELOW. This signature must exactly match signatures on all Documents.

I, **JEREMY L BASS**, certify that I am also known as:

Print Name (Variation) \_\_\_\_\_

Sample Signature (Variation) \_\_\_\_\_

Print Name (Variation) \_\_\_\_\_

Sample Signature (Variation) \_\_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Commission No: \_\_\_\_\_

Notary Public

Commission Expiration: \_\_\_\_\_

**CARRINGTON**  
MORTGAGE SERVICES, LLC  
NMLS ID #2600

P.O. Box 3010  
Anaheim, CA 92803

Date: 12/31/19

JEREMY L BASS  
1515 21ST AVE  
LEWISTON      ID 83501

RE: Loan Number: 4000401948

Dear Mortgagor(s)

Carrington Mortgage Services, LLC ("we", "us" or "CMS") offers the option to automatically make your mortgage payments each month by having us debit an account you designate on the eligible day(s) you choose ("Automatic Payment"). An Automatic Payment is a convenient, economical and efficient way to make your monthly mortgage payment. We do not charge a fee for this service. Please see the enclosed authorization form, which includes Automatic Payment Terms and Conditions, for details regarding this service.

If you wish to enroll in Automatic Payments, you will need an eligible account that allows recurring ACH debits. Automatic Payments are not available without a routing number and debit accounts are not accepted by CMS. Check with your bank for the terms governing your accounts.

CMS will need the following to establish your Automatic Payments:

1. Complete the authorization form included with this letter with your **checking or savings account information**.
2. **Sign the authorization form.** The names on the Note must match the names on the debiting bank account.
3. Return the original or scanned copy of the required documents to us with your original loan modification documents for processing to:

(800) 486-5134:  
Carrington Mortgage Services, LLC  
c/o Loss Mitigation Post Closing Department  
1600 South Douglass Road, Suites 110 & 200-A  
Anaheim, CA 92806

Once we have received and processed your information, we will send a confirmation letter advising you of your first Automatic Payment date. You may also complete this process electronically on our website at <https://carringtonmortgage.com> by logging in and visiting the 'Automatic Payments' page.

**AFTER YOU ENROLL, YOU WILL NEED TO CONTINUE TO MAKE YOUR MONTHLY MORTGAGE PAYMENTS UNTIL YOU RECEIVE WRITTEN CONFIRMATION FROM US OF YOUR FIRST AUTOMATIC PAYMENT DATE.**

CS392\_12092019



P.O. Box 3010  
Anaheim, CA 92803

You may cancel or stop payment on Automatic Payments by giving written or verbal notice to CMS. Your cancellation will become effective for the next payment scheduled at least three (3) business days after the date you provide notice. If you cancel Automatic Payments less than three business days before scheduled payment, it will not be effective until the following scheduled payment. After you cancel, you will need to make other arrangements for making your monthly payment.

For other payment options that may be available to you, please call our toll-free number below or visit our website at: <https://carringtonmortgage.com>.

If you have further questions or concerns regarding this matter, please contact CMS at 1-800-561-4567, Monday through Friday 8:00 AM to 8:00 PM, Eastern Time.

Sincerely,

Carrington Mortgage Services, LLC  
Customer Service Department

<sup>1</sup> The authorization form shows which dates are "eligible dates" each month that you may choose.

<sup>2</sup> Although CMS does not charge a fee to use Automatic Payments, your bank or financial institution may (or may not) charge a fee. You should check with your bank or financial institution before you enroll. We may charge you a fee for Automatic Payments that are returned to us unpaid by your financial institution.

Loan# \_\_\_\_\_

This Authorization to periodically debit your account by ACH is for (Please select one of the below two options):

- A new Auto Draft request       A change to my current Auto Draft set up

**CHOOSE A PAYMENT DATE**

- Monthly Drafting (Please select from Valid Dates ONLY 1<sup>st</sup> through 16<sup>th</sup>): \_\_\_\_\_

- Semi-Monthly Drafting (Valid Dates 1<sup>st</sup> and 15<sup>th</sup>) (automatically debit my/our bank account on the 1<sup>st</sup> and 15<sup>th</sup> of the month for one-half (½) the amount of my full mortgage payment.

You hereby authorize Carrington Mortgage Services, LLC, its permitted successors and assigns (collectively, "CMS") to automatically debit the account as describe below (PLEASE SELECT ONE OF THE BELOW FOUR OPTIONS):

**CHOOSE A PAYMENT AMOUNT OPTION:**

- Deduct my required loan payment ONLY  
 Deduct my required loan payment PLUS an additional \$ \_\_\_\_\_ principal payment with each draft date  
 Deduct my required loan payment PLUS an additional \$ \_\_\_\_\_ escrow payment with each draft date (Escrowed accounts only)  
 Deduct my required loan payment PLUS an additional \$ \_\_\_\_\_ principal and \$ \_\_\_\_\_ escrow each draft date (Escrowed accounts only)

**PROVIDE YOUR PAYMENT ACCOUNT INFORMATION**

Debit my  Checking or  Savings Account Number \_\_\_\_\_ Bank Routing Number \_\_\_\_\_

At \_\_\_\_\_ (Financial Institution) in \_\_\_\_\_ (Financial Institution City/State) \_\_\_\_\_ (Financial Institution Phone)

Until CMS sends you a confirmation letter notifying you when your automatic payments will begin, please MAIL YOUR PAYMENTS TO:

**Carrington Mortgage Services, LLC**  
Attn: Payment Processing  
P.O. Box 79001  
Phoenix, AZ 85062-9001

This may take up to 45 days. Your account must be current pursuant to the terms of your Note/Mortgage before the automatic payments will be authorized to begin.

You understand that the Automatic Payment will be automatically cancelled if in any 6 month period there are 2 occasions where your payment cannot be deducted due to insufficient/unavailable funds and that you will have to make other arrangements to make payments. By signing below, you represent that you are authorized to establish recurring debits for the account described above.

If you have further questions or concerns, please contact CMS at 1-800-561-4567, Monday through Friday 8:00 AM to 8:00 PM, Eastern Time.

**YOU HAVE THE RIGHT TO CANCEL FUTURE AUTOMATIC PAYMENTS AT ANY TIME BY CALLING US AT 800-561-4567.  
PLEASE SEE THE REVERSE SIDE OF THIS FORM FOR ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO YOUR AUTHORIZATION, INCLUDING INFORMATION REGARDING YOUR RIGHT TO CANCEL, SERVICE FEES FOR REJECTED AUTOMATIC PAYMENTS, HOW WE CALCULATE YOUR MONTHLY PAYMENT AND OTHER IMPORTANT DISCLOSURES.**

KEEP A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

X \_\_\_\_\_  
(Signature of Account Owner)

Date \_\_\_\_\_

X \_\_\_\_\_  
(Signature of Account Owner)

Date \_\_\_\_\_

Print Name

Print Name

**-VERBAL INQUIRIES & COMPLAINTS-**

For verbal inquiries and complaints about your mortgage loan, please contact the Customer Service Department for Carrington Mortgage Services, LLC, at 1-800-561-4567 between 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday. You may also visit our website at <https://carringtonmortgage.com/>.

**-IMPORTANT BANKRUPTCY NOTICE-**

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

**-CREDIT REPORTING-**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**-MINI MIRANDA-**

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

**-HUD COUNSELOR INFORMATION-**

If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 569-4287 or toll-free TDD (800) 877-8339, or by going to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You can also contact the CFPB at (855) 411-2372, or by going to [www.consumerfinance.gov/find-a-housing-counselor](http://www.consumerfinance.gov/find-a-housing-counselor).

**-EQUAL CREDIT OPPORTUNITY ACT NOTICE-**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers CMS' compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

**-SCRA DISCLOSURE-**

**MILITARY PERSONNEL/SERVICEMEMBERS:** If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act and comparable state laws afford significant protections and benefits to eligible military service personnel, including protections from foreclosure as well as interest rate relief. For additional information and to determine eligibility please contact our Military Assistance Team toll free at 1-888-267-5474.

**-NOTICES OF ERROR AND INFORMATION REQUESTS, QUALIFIED WRITTEN REQUESTS (QWR)-**

Written complaints and inquiries classified as Notices of Error and Information Requests or QWRs must be submitted to Carrington Mortgage Services, LLC by fax to 800-486-5134, or in writing to Carrington Mortgage Services, LLC, and Attention: Customer Service, P.O. Box 5001, Westfield, IN 46074. Please include your loan number on all pages of the correspondence. You have the right to request documents we relied upon in reaching our determination. You may request such documents or receive further assistance by contacting the Customer Service Department for Carrington Mortgage Services, LLC toll free at (800) 561-4567, Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time. You may also visit our website at <https://carringtonmortgage.com/>.

**COLORADO Residents Only:** 7200 S. Alton Way, Ste B180, Centennial, CO 80112, (303) 708-8795

**HAWAII Residents Only:** Carrington Mortgage Services, LLC ("CMS") is licensed with the State of Hawaii Division of Financial Institutions. You may file complaints about CMS with the Commissioner of Financial Institutions by calling (808) 586-2820 or visiting the division's website for consumer complaints at <http://cca.hawaii.gov/dfi/file-a-complaint/>. For a list of standard or common loan servicing fees charged by CMS, please visit the CMS website at <https://carringtonmortgage.com/HelpCenter/FAQ>

**MASSACHUSETTS: NOTICE OF IMPORTANT RIGHTS**

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE CREDITOR.

**MINNESOTA:** Carrington Mortgage Services, LLC is licensed by the Minnesota Department of Commerce.

**NEW YORK:**

New York City Department of Consumer Affairs Debt Collection Agency License Numbers: 1264739-DCA; 2027784-DCA & 2027786-DCA

This Collection agency is licensed by the City of Buffalo license numbers: CAG11-555177; CAG11-555176 & CAG15-10033598

City of Yonkers Debt Collection Agency License Numbers: 9717; 9837 & 9826

**For New York Residents Only:** You may file complaints about CMS with the New York State Department of Financial Services. You may obtain further information from the New York State Department of Financial Services by calling the Department's Consumer Assistance Unit at 1-800-342-3736 or by visiting the Department's website at [www.dfs.ny.gov](http://www.dfs.ny.gov). Carrington Mortgage Services, LLC is registered with the Superintendent of the New York State Department of Financial Services.

**NORTH CAROLINA:** Carrington Mortgage Services, LLC is licensed under North Carolina Secure and Fair Enforcement Mortgage Licensing Act and holds North Carolina Collection Agency Licenses with Permit Nos. 102107, 103455 and 112956 Main Office: 1600 South Douglass Road, Suites 110 & 200-A, Anaheim, CA 92806 / Branch Offices: 2100 E. 196th Street, Suites 100 & 200, Westfield, IN 46074 & 6200 Tennyson Parkway, Suites 210 & 110-B, Plano, TX 75024

**OREGON:** Residential mortgage loan servicers are regulated by the Oregon Division of Financial Regulation. To file a complaint, call (888) 877-4894 or visit <http://dfr.oregon.gov>.

**TENNESSEE:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

**TEXAS: Notice to Texas Residents: COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE TEXAS DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TEXAS 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 1-877-276-5550.** A complaint form and instructions may be downloaded and printed from the Department's website located at [www.sml.texas.gov](http://www.sml.texas.gov) or obtained from the department upon request by mail at the address above, by telephone at its toll-free consumer hotline listed above, or by email at [smlinfo@sml.texas.gov](mailto:smlinfo@sml.texas.gov).

## PROMISSORY NOTE

SEPTEMBER 1, 2012  
[Date]

LEWISTON  
[City]

IDAHO  
[State]

1515 21ST AVE, LEWISTON, IDAHO 83501  
[Property Address]

### 1. PARTIES.

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Secretary" or "Lender" means the Secretary of Housing and Urban Development and its successors and assigns.

### 2. BORROWER'S PROMISE TO PAY

In return for a loan received from Lender, Borrower promises to pay the principal sum of **SEVEN THOUSAND THREE HUNDRED NINETY-TWO DOLLARS AND 91 CENTS Dollars (U.S. \$7,392.91)**, to the order of Lender.

### 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.

On **SEPTEMBER 1, 2042**; or, if earlier, when the first of the following events occurs:

- (i) The Borrower has paid in full all amounts due under the primary Note and related mortgage, deed of trust or similar Security Instruments insured by the Secretary, or
- (ii) The maturity date of the primary Note has been accelerated, or
- (iii) The Primary Note and related mortgage, deed of trust or similar Security Instrument are no longer insured by the Secretary.
- (iv) The property is not occupied by the purchaser as his or her principal residence.

#### (B) Place.

Payment shall be made at the **Office of Housing FHA-Comptroller, Director of Mortgage Insurance Accounting and Servicing, 451 Seventh Street, SW, Washington, DC 20410** or any such other place as Lender may designate in writing by notice to Borrower.

### 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. 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. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights or 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.

#### 7. 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.

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



Borrower  
JEREMY L BASS

Borrower

This Document Prepared By:

**BRANDY MANGALINDAN**  
**CARRINGTON MORTGAGE SERVICES, LLC**  
**CARRINGTON DOCUMENT SERVICES**  
**1600 SOUTH DOUGLASS ROAD, SUITE 200A**  
**ANAHEIM, CA 92806**  
**1-866-874-5860**

When Recorded Mail To:

**CARRINGTON MORTGAGE SERVICES, LLC**  
**C/O LOSS MITIGATION POST CLOSING**  
**DEPARTMENT**  
**1600 SOUTH DOUGLASS ROAD, SUITE 200A**  
**ANAHEIM, CA 92806**

Tax/Parcel #: **RP L0880010010AA**

[Space Above This Line for Recording Data]

**FHA Case No.: FR1212658354703**

**Loan No: 4000401948**

### **PARTIAL CLAIMS MORTGAGE**

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **SEPTEMBER 1, 2012**. The mortgagor is **JEREMY L BASS AND AIMEE BASS, A MARRIED MAN DEALING WITH HIS SEPARATE PROPERTY** ("Borrower"), whose address is **1515 21ST AVE, LEWISTON, IDAHO 83501**. This Security Instrument is given to the **Secretary of Housing and Urban Development**, whose address is **451 Seventh Street SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **SEVEN THOUSAND THREE HUNDRED NINETY-TWO DOLLARS AND 91 CENTS** Dollars (U.S. \$7,392.91). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on **SEPTEMBER 1, 2042**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, 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 does hereby mortgage, warrant, grant and convey to the Lender, with power of sale, the following described property located in the **COUNTY of NEZ PERCE, State of IDAHO**:

which has the address of, **1515 21ST AVE, LEWISTON, IDAHO 83501** (herein "Property Address");

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

Tax Parcel No. **RP L0880010010AA**

Carrington Custom HUD-HAMP 07022019\_467

Page 1



4000401948

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 COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, 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 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal.** Borrower shall pay when due the principal of the debt evidenced by the Note.

**2. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment 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.

**3. 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. 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 term of this Security Instrument or the Note without that Borrower's consent.

**4. Notices.** 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: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street SW, Washington, DC 20410 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.

**5. 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.

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

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

**7. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Subordinate Note, the Secretary may invoke the non-judicial 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 by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to Lender under this paragraph or applicable law.

**8. Area and Location of Property.** Either the Property is not more than 40 acres in area or the Property is located within an incorporated city or village.

**9. Homestead Estate.** If Borrower heretofore has acquired or hereafter acquires an estate of homestead in the Property, Borrower hereby agrees that such homestead estate is waived to the extent of this Security Instrument and the amount due under the Note and to the extent of all renewals, extensions and modifications of this Security Instrument or the Note, and that said homestead estate is subject to all of the rights of Lender under this Security Instrument and the Note and all renewals, extensions and modifications of this Security Instrument and the Note, and is subordinate to the lien evidenced by this Security Instrument, and all renewals, extensions and modifications of this Security Instrument. Furthermore, Borrower hereby waives the benefits of any homestead or similar laws or regulations that may otherwise be applicable from time to time.

**10. Borrower agrees that any costs, fees and/or expenses incurred in connection with servicing the loan that may be legally charged to the account, but have not been charged to the account as of the date the Modification Effective Date, may be charged to the account at a later date and shall be the Borrower's responsibility to pay in full. For example, if the loan is in foreclosure there may be foreclosure fees and costs that have been incurred but not yet assessed to the account as of the date the Modification Effective Date; Borrower will remain liable for any such costs, fees and/or expenses.**

**11. If the Borrower is currently subject to the protections of any automatic stay in bankruptcy, or have obtained a discharge in bankruptcy proceeding without reaffirming the mortgage loan debt, nothing in this Agreement or any other document executed in connection with this Agreement shall be construed as an attempt by Lender to impose personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Partial Claims Mortgage. In such case, this Agreement is entered into in the ordinary course of business between the Lender and the Borrower in lieu of interim**

**relief to enforce the lien. This Agreement does not revive the Borrower's personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Partial Claims Mortgage, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Note and Deed of Trust/Mortgage and Promissory Note/Partial Claims Mortgage.**



**SIGN HERE**

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

Borrower: **JEREMY L BASS**

Date \_\_\_\_\_

Borrower: **AIMEE BASS** \*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

Date \_\_\_\_\_

[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

State of Idaho

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_, a Notary Public for the State of \_\_\_\_\_, Personally appeared **JEREMY L BASS, AIMEE BASS**, known to me to be the person named in the foregoing, and acknowledged to me that \_\_\_\_\_ executed the same as free act and deed, for the uses and purposes therein mentioned.

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

(Seal)

Notary Signature \_\_\_\_\_

Printed Name \_\_\_\_\_  
My Commission expires: \_\_\_\_\_, 20\_\_\_\_

**EXHIBIT A**

**BORROWER(S): JEREMY L BASS AND AIMEE BASS, A MARRIED MAN DEALING WITH HIS  
SEPARATE PROPERTY**

**LOAN NUMBER: 4000401948**

**LEGAL DESCRIPTION:**

**The land referred to in this document is situated in the STATE OF IDAHO, COUNTY OF NEZ PERCE,  
CITY OF LEWISTON, and described as follows:**

**THE EAST 25 FEET OF LOT 9 AND ALL OF LOT 10, BLOCK 10, MAPLEWOOD ADDITION TO  
THE CITY OF LEWISTON, NEZ PERCE COUNTY, STATE OF IDAHO, ACCORDING TO THE  
RECORDED PLAT THEREOF.**

**ALSO KNOWN AS: 1515 21ST AVE, LEWISTON, IDAHO 83501**



Date: **SEPTEMBER 1, 2012**  
Loan Number: **4000401948**  
Lender: **SECRETARY OF HOUSING AND URBAN DEVELOPMENT**

Borrower: **JEREMY L BASS, AIMEE BASS**

Property Address: **1515 21ST AVE, LEWISTON, IDAHO 83501**

### **NOTICE OF NO ORAL AGREEMENTS**

**THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.**

**Receipt of Notice.** The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

**SIGN HERE**   
Borrower \_\_\_\_\_ Date  
**JEREMY L BASS**  
  
Borrower \_\_\_\_\_ Date  
**AIMEE BASS** \*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

Date: **SEPTEMBER 1, 2012**  
Loan Number: **4000401948**  
Lender: **SECRETARY OF HOUSING AND URBAN DEVELOPMENT**

Borrower: **JEREMY L BASS, AIMEE BASS**

Property Address: **1515 21ST AVE, LEWISTON, IDAHO 83501**

## **ERRORS AND OMISSIONS COMPLIANCE AGREEMENT**

In consideration of **SECRETARY OF HOUSING AND URBAN DEVELOPMENT**

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

**JEREMY L BASS**

Date

**AIMEE BASS** \*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

Date

This Document Prepared By:  
**BRANDY MANGALINDAN**  
**CARRINGTON MORTGAGE SERVICES, LLC**  
**CARRINGTON DOCUMENT SERVICES**  
**ANAHEIM, CA 92806**  
**1-866-874-5860**

When Recorded Mail To:  
**CARRINGTON MORTGAGE SERVICES, LLC**  
**C/O LOSS MITIGATION POST CLOSING DEPARTMENT**  
**1600 SOUTH DOUGLASS ROAD, SUITE 200A**  
**ANAHEIM, CA 92806**

Tax/Parcel #: **RP L0880010010AA**

[Space Above This Line for Recording Data]  
Original Principal Amount: **\$148,614.00** FHA/VA/RHS Case No: \_\_\_\_\_  
Unpaid Principal Amount: **\$142,709.46** FR1212658354703  
New Principal Amount: **\$142,709.46** Loan No: **4000401948**  
New Money (Cap): **\$0.00**

### **LOAN MODIFICATION AGREEMENT (DEED OF TRUST)**

This Loan Modification Agreement ("Agreement"), effective as of the **1ST** day of **SEPTEMBER, 2012**, between **JEREMY L BASS AND AIMEE BASS, A MARRIED MAN DEALING WITH HIS SEPARATE PROPERTY** ("Borrower"), whose address is **1515 21ST AVE, LEWISTON, IDAHO 83501** and **CARRINGTON MORTGAGE SERVICES, LLC AS ATTORNEY IN FACT FOR BANK OF AMERICA, N.A.** ("Lender"), whose address is **1600 SOUTH DOUGLASS ROAD, SUITE 200A, ANAHEIM, CA 92806** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **OCTOBER 16, 2009** and recorded on **OCTOBER 30, 2009** in **INSTRUMENT NO. 774964, NEZ PERCE COUNTY, IDAHO**, and (2) the Note, in the original principal amount of U.S. **\$148,614.00**, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at **1515 21ST AVE, LEWISTON, IDAHO 83501**



the real property described is located in **NEZ PERCE COUNTY, IDAHO** and being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of, **SEPTEMBER 1, 2012** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$142,709.46**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed. **This Unpaid Principal Balance has been reduced by the HUD Partial Claim amount of \$7,392.91.**
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.3750%**, from **SEPTEMBER 1, 2012**. The yearly rate of **4.3750%** will remain in effect until principal and interest are paid in full.

Borrower promises to make the total modified monthly mortgage payment of U.S. **\$977.78**, beginning on the **1ST** day of **OCTOBER, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Borrower's payment consists of payments for principal and interest of U.S. **\$712.53**, plus payments for property taxes, hazard insurance, and any other permissible escrow items of US **\$265.25**. Borrower understands that the modified monthly mortgage payment is subject to change if there is an increase or decrease in property taxes, insurance, or any other permissible escrow items. The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly. If on **SEPTEMBER 1, 2042** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
  - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. If the Borrower is currently subject to the protections of any automatic stay in bankruptcy, or have obtained a discharge in bankruptcy proceeding without reaffirming the mortgage loan debt, nothing in this Agreement or any other document executed in connection with this Agreement shall be construed as an attempt by Lender to impose personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Partial Claims Mortgage. In such case, this Agreement is entered into in the ordinary course of business between the Lender and the Borrower in lieu of pursuit of in rem relief to enforce the lien. This Agreement does not revive the Borrower's personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Partial Claims Mortgage, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Note and Deed of Trust/Mortgage and Promissory Note/Partial Claims Mortgage.
6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note 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.
7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
8. Borrower agrees that any costs, fees and/or expenses incurred in connection with servicing the loan that may be legally charged to the account, but have not been charged to the account as of the Modification Effective Date, may be charged to the account at a later date and shall be the Borrower's responsibility to pay in full. For example, if the loan is in foreclosure there may be foreclosure fees and costs that have been incurred but not yet assessed to the account as of the date the Modification Effective Date; Borrower will remain liable for any such costs, fees and/or expenses.





In Witness Whereof, I have executed this Agreement.

Borrower: **JEREMY L BASS** \_\_\_\_\_ Date \_\_\_\_\_

Borrower: **AIMEE BASS** \*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt  
[Space Below This Line for Acknowledgments] \_\_\_\_\_

#### BORROWER ACKNOWLEDGMENT

State of Idaho

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me \_\_\_\_\_, a Notary Public for the State of \_\_\_\_\_, Personally appeared **JEREMY L BASS, AIMEE BASS**, known to me to be the person named in the foregoing, and acknowledged to me that \_\_\_\_\_ executed the same as free act and deed, for the uses and purposes therein mentioned.

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

(Seal)

Notary Signature \_\_\_\_\_

Printed Name \_\_\_\_\_  
My Commission expires: \_\_\_\_\_, 20\_\_\_\_\_

In Witness Whereof, the Lender has executed this Agreement.

**CARRINGTON MORTGAGE SERVICES, LLC AS ATTORNEY IN FACT FOR BANK OF AMERICA, N.A.**

By \_\_\_\_\_

(print name)  
(title)

Date \_\_\_\_\_

[Space Below This Line for Acknowledgments] \_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me \_\_\_\_\_ Notary Public,  
personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me  
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed  
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph  
is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

(Seal)

**EXHIBIT A**

**BORROWER(S): JEREMY L BASS AND AIMEE BASS, A MARRIED MAN DEALING WITH HIS  
SEPARATE PROPERTY**

**LOAN NUMBER: 4000401948**

**LEGAL DESCRIPTION:**

**The land referred to in this document is situated in the STATE OF IDAHO, COUNTY OF NEZ PERCE,  
CITY OF LEWISTON, and described as follows:**

**THE EAST 25 FEET OF LOT 9 AND ALL OF LOT 10, BLOCK 10, MAPLEWOOD ADDITION TO  
THE CITY OF LEWISTON, NEZ PERCE COUNTY, STATE OF IDAHO, ACCORDING TO THE  
RECORDED PLAT THEREOF.**

**ALSO KNOWN AS: 1515 21ST AVE, LEWISTON, IDAHO 83501**



Date: **SEPTEMBER 1, 2012**

Loan Number: **4000401948**

Lender: **CARRINGTON MORTGAGE SERVICES, LLC AS ATTORNEY IN FACT FOR BANK OF AMERICA, N.A.**

Borrower: **JEREMY L BASS, AIMEE BASS**

Property Address: **1515 21ST AVE, LEWISTON, IDAHO 83501**

### **NOTICE OF NO ORAL AGREEMENTS**

**THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.**

**Receipt of Notice.** The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

**Borrower: JEREMY L BASS**

**Date**

**Borrower: AIMEE BASS** \*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

**Date**

Date: **SEPTEMBER 1, 2012**

Loan Number: **4000401948**

Lender: **CARRINGTON MORTGAGE SERVICES, LLC AS ATTORNEY IN FACT FOR BANK OF AMERICA, N.A.**

Borrower: **JEREMY L BASS, AIMEE BASS**

Property Address: **1515 21ST AVE, LEWISTON, IDAHO 83501**

## **ERRORS AND OMISSIONS COMPLIANCE AGREEMENT**

In consideration of **CARRINGTON MORTGAGE SERVICES, LLC AS ATTORNEY IN FACT FOR BANK OF AMERICA, N.A.**

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period .

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

 **Borrower: JEREMY L BASS**

**Date**

**Borrower: AIMEE BASS** \*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

**Date**

## **Tips for Successfully Completing Modification Package**

Congratulations on the completion of your trial loan modification program! Next step to completing your loan modification is through the final document process. We want to ensure your success so please read these instructions carefully.

To accept this offer, please sign and return the requested documents within 5 days of receipt of the documents as they are date sensitive.

1. Do not separate or remove any pages from the document package.  
**\*\*Please keep them in the order they were delivered to you in.\*\***
2. Carefully review the modification documents enclosed.
3. Sign and date where indicated on each of the listed documents, and if applicable affidavits attached per state specific requirements.
4. Have your signatures notarized and witnessed, if required.
5. Return documents utilizing the prepaid FedEx envelope.

**Review below helpful tips when reviewing your documents.**

- Documents are **required to be signed by all borrowers**, and any other owner(s) of the property listed on the document, in front of a notary.

**NOTE:** If any person's name listed on the document is not accurate due to change in marital status, **you will need to provide documentation.** Please contact Carrington to discuss what documentation will be needed based on your situation.

- All borrowers must sign the enclosed documents **exactly** as their name appears. For example, if your name appears as John A. Smith, you must sign your name exactly that way.
- Return all requested documents with **original borrower signature(s)**. Do not send photocopies because we cannot accept them.
- Your signatures must be notarized. **PLEASE PROVIDE THE ENCLOSED INSTRUCTIONS TO YOUR NOTARY.**
- To avoid having to resign your documents, **check your notary's work according to the insert.**
- If you have not made a monthly trial payment every month since your trial plan began, please include those payments with your signed and notarized documents.

**Any questions, call us at 866-874-5860 – we are happy to assist you!**

*If we do not receive your first payment and signed documents by the required dates, (1) your loan may no longer be eligible for a permanent loan modification and (2), we may proceed with foreclosure as permitted by investor guidelines and applicable law. If your loan is delinquent, we will continue to report all delinquencies to the credit reporting agencies until your loan is brought fully current.*



## Notary Checklist

This checklist is being provided to ensure that the loss mitigation documents are correctly executed. If any of the following steps are not completed, or are completed incorrectly, the documents will be returned to the borrower for correction and/or completion.

Please complete this contact information and return it with the signed documents:

Notary Phone #: \_\_\_\_\_ Notary Email Address: \_\_\_\_\_

- All signatures and requested written information completed in **BLUE OR BLACK** ink only.
- **Documents must be signed by all borrower(s) listed on the documents.**
- **Borrower(s) must sign their name(s) exactly as printed below the signature line and within the margins of the body of the document.**
  - In the state of Indiana, a **witness** is required to sign the **PROOF NOTARIAL CERTIFICATE** to the notary acknowledgment page
  - One **unofficial witness** signatures required for Georgia. The notary in Georgia cannot sign as a witness.
  - Two **witness** signatures are required for each borrower in **Connecticut, South Carolina, and Louisiana**. The notary in **Louisiana** cannot sign as a witness and must acknowledge both witnesses.
  - The witnesses can be the same for each borrower
- Always return **original** documents as these are recordable documents. Wet signatures are required.
- **Notary Acknowledgement Section must include:**
  - County and State completed on Borrower's Acknowledgment by the Notary for borrower(s).
  - **Notary's date must match date of Borrower's Signature date**
  - Notary's stamp and/or seal must be placed on Borrower's Acknowledgment when notarizing each set of documents and **MUST BE LEGIBLE**, not covering any written text on the document or smudged in any way
  - Commission expiration date of notary public written on borrower's acknowledgement for each set of documents, when applicable.
  - **Whiteout is NOT permitted on any document.** If a mistake is made, draw a line through the mistake, initial it and make the correction(s).
  - The Notary must fill out the borrower's name, exactly as it is printed on the signature line for the borrower, on the notary page next to the "personally appeared" line, when applicable.
  - Be careful not to enter borrower(s) name(s) on the line that requires the date of execution, when applicable.
- **Maryland:** Prince George's County Office of Finance, Treasury Division Finance Affidavit must be notarized and the applicable required information must be initialed. **All modifications require Section B, B1 be initialed.** Section C only IF the property being modified is non-owner occupied.
- The Lender's Acknowledgement portion of the loan documents will be completed by Carrington Mortgage Services, LLC upon receipt of the executed documents and **SHOULD NOT** be notarized by the Notary Public.

Sincerely,

Carrington Document Services, LLC

*CDS is a vendor that provides clerical and administrative support to CMS and does not have the given authority to discuss any information regarding your account. CDS is not acting as an agent of the borrower(s) and does not represent CMS in connection with the negotiation or arrangement of the terms of the Loan Modification Document Package.*

**IMPORTANT Mortgage Notice**  
**Loan Modification Documentation Request**

JEREMY L BASS  
1515 21ST AVE  
LEWISTON      ID 83501

**Property Address:**  
1515 21ST AVE  
LEWISTON      ID 83501

Dear JEREMY L BASS:

Thank you for returning your Loan Modification Agreement which became effective 09/01/12. During a routine post-closing audit of your file, it came to our attention that one or more items need to be corrected in order for the Loan Modification Agreement to be recorded at your local County Recorder of Deeds.

As you may recall, as part of the loan settlement process, you signed a Compliance Agreement in which you agreed to fully cooperate and provide all loan documentation requested by Carrington Mortgage Services, LLC ("CMS"), to enable us to market and sell your loan.

**Based on the results of our post-closing audit, we hereby request the following documentation:**

- **A copy of your Loan Modification Agreement bearing your wet-ink, notarized signature. In order to record your existing modification agreement, we need a copy with your live signature. PLEASE NOTE: NO CHANGES ARE BEING MADE TO THE TERMS OF YOUR LOAN MODIFICATION. YOUR LOAN MODIFICATION REMAINS VALID AND ENFORCEABLE ACCORDING TO ITS ORIGINAL TERMS.**

**As a gesture of goodwill, and to help alleviate any inconvenience you may experience, upon receipt of the appropriately signed and notarized documents, CMS will issue you a check in the amount of \$100.00 upon confirmation of recording.**

**Below are the steps you should follow to satisfy the above request:**

1. Please find enclosed a blank copy of the loan modification document.
2. Please contact: (800) 561-4567 to schedule your free notary signing.
3. Please take the requested action(s) and return the signed, notarized loan modification document to us in the enclosed return envelope within 10 days of the date of this letter.
4. Please follow the "Notary Tips Checklist" on the following page to avoid common mistakes, which may result in failure to receive the financial incentive offered and/or a request to repeat the remediation.

**IMPORTANT Mortgage Notice**  
**Loan Modification Documentation Request**

**Notary Tips Checklist:**

This checklist is being provided to ensure that the documents are correctly notarized and executed by the borrower. If any of the following steps are not completed, or are completed incorrectly, the documents will be returned for correction and/or completion. Please complete this contact information and return it with the signed documents:

Notary Phone #: \_\_\_\_\_ Notary Email Address: \_\_\_\_\_

- All listed parties must sign the loan modification document before a notary public. If modification documents require updated names/signors due to marriage, divorce, or death, you will need to submit documentation supporting any such changes by fax. See below section "Were here to help" for information including the fax number to use
- The Notary public must notarize the loan modification document by hand - signature by stamp or copy is not acceptable. Ensure the Notary did not stamp or over the language of the loan modification document, or else the document may be rejected for recording by the county recorder.
- All signatures and requested written information must be completed in BLACK INK ONLY.
- No whiteout is permitted on any of the modification documents for recording. If a new copy is needed please reach out to the contact number **(800) 561-4567**
- Borrower(s) must sign their name(s) exactly as printed below the signature line and within the margins of the body of the document.
- Return original documents; copies are not permitted as these are recordable documents and wet signatures are required by the county.
- Borrower's acknowledgement section fields must all be completed. DO NOT LEAVE BLANKS in sections of the acknowledgment:** Print County Name, Print State abbreviation, Print Notary's date, Print Commission expiration date.  
Borrower's Signature date must be the same as the Notary acknowledgment date. Place Active Notary Public's seal or embosser. MUST BE LEGIBLE. Smeared illegible documents risk county clerk rejections.
- State Applicable Affidavits: Maryland:** Prince George's County Office of Finance, Treasury Division Finance Affidavit must be notarized and the applicable required information must be initialed. Modifications require Section B, B1 be initialed. Use Section C only IF the property modified is non-owner occupied.
- WITNESS REQUIREMENTS BY STATE (If Applicable):**  
**Connecticut:** Two witnesses required (one witness may be the notary)  
**South Carolina:** Two witnesses required (one witness may be the notary)  
**Georgia:** One witness required (may not be the notary)  
**Louisiana:** Two witnesses required (neither may be the notary)

**We're here to help.** We will call you (or may have already called you) to discuss any questions you may have regarding this request. If you have any questions about how to correctly execute, witness or notarize the attached document , please call us at **(800) 561-4567**.Monday thru Friday, 8 A.M to 4:00 P.M. PST. Supporting documentation can be faxed to (714) 844-4726.(i.e copy of Marriage Certificate, Recorded divorce decree with specific language awarding property to applicant divesting interest, Copy of Death Certificate/Probate etc.)

We appreciate the opportunity to serve your home loan needs Thank you for your prompt attention to and cooperation with this request. Please let me know if you have any questions or require additional information.

Sincerely,

Collateral Management, Carrington Mortgage Services, LLC

**Mortgagor Name(s):**  
JEREMY L BASS  
1515 21ST AVE  
LEWISTON ID 83501

**Property Address:**  
1515 21ST AVE  
LEWISTON ID 83501

Dear Mortgagor(s):

Enclosed please find the final Loan Modification Agreement and/or Subordinate Note/Mortgage (herein referred to as the "Documents") along with a Name Affidavit\*\*.

*\*\*A Name Affidavit is a document in which a person certifies all the names that have been used by the person. The name affidavit may include maiden name, married name, other names used, and all variations of the names that appear in other documents.*

If you are interested in setting up Auto Draft for your new modified mortgage payments, we encourage you to complete and return the required forms with your signed Modification Agreement.

**IMPORTANT!** The insurer of your loan requires that you execute the enclosed Documents, including the Name Affidavit, in the presence of a notary public. Please note, CMS must receive your fully executed Documents, bearing original signatures, by no later than **01/14/2020**. Each borrower must sign exactly as the name appears on the signature line. If there has been a change to your name since the origination of your mortgage loan (e.g. re-married, divorced) you must complete the Name Affidavit and provide supporting documents to evidence such a change. Failure to comply with these requirements may affect your eligibility and delay the process.

***Please be advised that a faxed copy of the Documents does not satisfy the Program requirements and therefore will not be accepted.***

If you have questions regarding the Documents or experience difficulty reviewing the information, please consult a Loss Mitigation Specialist by calling, 1.800.561.4567, Monday - Friday 9:00am to 7:00pm [Eastern Standard Time].

Please mail all Original Signed Documents attention to:

**Carrington Mortgage Services, LLC**  
c/o Loss Mitigation Post Closing Department  
1600 South Douglass Road, Suites 110 & 200-A  
Anaheim, CA 92806

Sincerely,

Carrington Mortgage Services, LLC

Dear Mortgagor(s):

Carrington Mortgage Services, LLC (CMS) requires that you complete this Name Affidavit if your name has been changed since the origination of your mortgage loan and/or does not match the name as it appears directly below and within the enclosed Documents.

**A Name Affidavit is also referred to as:**

Also Known As Certificate / AKA Statement – To show variations of your name used to execute other documents  
Now Known As Certificate / NKA Statement – To show a change in name due to marriage and/or divorce

**JEREMY L BASS**

\_\_\_\_\_  
Signature

THIS IS TO CERTIFY THAT MY/OUR LEGAL SIGNATURE(S) IS/ARE AS WRITTEN AND TYPED BELOW. This signature must exactly match signatures on all Documents.

I, **JEREMY L BASS**, certify that I am also known as:

\_\_\_\_\_  
Print Name (Variation)

\_\_\_\_\_  
Sample Signature (Variation)

\_\_\_\_\_  
Print Name (Variation)

\_\_\_\_\_  
Sample Signature (Variation)

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Commission No: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Commission Expiration: \_\_\_\_\_

# CARRINGTON

MORTGAGE SERVICES, LLC

NMLS ID #2600

P.O. Box 3010  
Anaheim, CA 92803

Date: 12/31/19

JEREMY L BASS  
1515 21ST AVE  
LEWISTON            ID 83501

RE: Loan Number: 4000401948

Dear Mortgagor(s)

Carrington Mortgage Services, LLC ("we", "us" or "CMS") offers the option to automatically make your mortgage payments each month by having us debit an account you designate on the eligible day(s) you choose ("Automatic Payment"). An Automatic Payment is a convenient, economical and efficient way to make your monthly mortgage payment. We do not charge a fee for this service. Please see the enclosed authorization form, which includes Automatic Payment Terms and Conditions, for details regarding this service.

If you wish to enroll in Automatic Payments, you will need an eligible account that allows recurring ACH debits. Automatic Payments are not available without a routing number and debit accounts are not accepted by CMS. Check with your bank for the terms governing your accounts.

CMS will need the following to establish your Automatic Payments:

1. Complete the authorization form included with this letter with your **checking or savings account information**.
2. **Sign the authorization form.** The names on the Note must match the names on the debiting bank account.
3. Return the original or scanned copy of the required documents to us with your original loan modification documents for processing to:

(800) 486-5134:  
Carrington Mortgage Services, LLC  
c/o Loss Mitigation Post Closing Department  
1600 South Douglass Road, Suites 110 & 200-A  
Anaheim, CA 92806

Once we have received and processed your information, we will send a confirmation letter advising you of your first Automatic Payment date. You may also complete this process electronically on our website at <https://carringtonmortgage.com> by logging in and visiting the 'Automatic Payments' page.

**AFTER YOU ENROLL, YOU WILL NEED TO CONTINUE TO MAKE YOUR MONTHLY MORTGAGE PAYMENTS UNTIL YOU RECEIVE WRITTEN CONFIRMATION FROM US OF YOUR FIRST AUTOMATIC PAYMENT DATE.**



P.O. Box 3010  
Anaheim, CA 92803

You may cancel or stop payment on Automatic Payments by giving written or verbal notice to CMS. Your cancellation will become effective for the next payment scheduled at least three (3) business days after the date you provide notice. If you cancel Automatic Payments less than three business days before scheduled payment, it will not be effective until the following scheduled payment. After you cancel, you will need to make other arrangements for making your monthly payment.

For other payment options that may be available to you, please call our toll-free number below or visit our website at: <https://carringtonmortgage.com>.

If you have further questions or concerns regarding this matter, please contact CMS at 1-800-561-4567, Monday through Friday 8:00 AM to 8:00 PM, Eastern Time.

Sincerely,

Carrington Mortgage Services, LLC  
Customer Service Department

<sup>1</sup> The authorization form shows which dates are "eligible dates" each month that you may choose.

<sup>2</sup> Although CMS does not charge a fee to use Automatic Payments, your bank or financial institution may (or may not) charge a fee. You should check with your bank or financial institution before you enroll. We may charge you a fee for Automatic Payments that are returned to us unpaid by your financial institution.

Loan# \_\_\_\_\_

This Authorization to periodically debit your account by ACH is for (Please select one of the below two options):

- A new Auto Draft request       A change to my current Auto Draft set up

**CHOOSE A PAYMENT DATE**

Monthly Drafting (Please select from Valid Dates ONLY 1<sup>st</sup> through 16<sup>th</sup>): \_\_\_\_\_

Semi-Monthly Drafting (Valid Dates 1<sup>st</sup> and 15<sup>th</sup>) (automatically debit my/our bank account on the 1<sup>st</sup> and 15<sup>th</sup> of the month for one-half (½) the amount of my full mortgage payment.

You hereby authorize Carrington Mortgage Services, LLC, its permitted successors and assigns (collectively, "CMS") to automatically debit the account as describe below (PLEASE SELECT ONE OF THE BELOW FOUR OPTIONS):

**CHOOSE A PAYMENT AMOUNT OPTION:**

- Deduct my required loan payment ONLY  
 Deduct my required loan payment PLUS an additional \$ \_\_\_\_\_ principal payment with each draft date  
 Deduct my required loan payment PLUS an additional \$ \_\_\_\_\_ escrow payment with each draft date (Escrowed accounts only)  
 Deduct my required loan payment PLUS an additional \$ \_\_\_\_\_ principal and \$ \_\_\_\_\_ escrow each draft date (Escrowed accounts only)

**PROVIDE YOUR PAYMENT ACCOUNT INFORMATION**

Debit my  Checking or  Savings Account Number \_\_\_\_\_ Bank Routing Number \_\_\_\_\_

At \_\_\_\_\_ (Financial Institution) in \_\_\_\_\_ (Financial Institution City/State) \_\_\_\_\_ (Financial Institution Phone)

Until CMS sends you a confirmation letter notifying you when your automatic payments will begin, please MAIL YOUR PAYMENTS TO:

Carrington Mortgage Services, LLC  
Attn: Payment Processing  
P.O. Box 79001  
Phoenix, AZ 85062-9001

This may take up to 45 days. Your account must be current pursuant to the terms of your Note/Mortgage before the automatic payments will be authorized to begin.

You understand that the Automatic Payment will be automatically cancelled if in any 6 month period there are 2 occasions where your payment cannot be deducted due to insufficient/unavailable funds and that you will have to make other arrangements to make payments. By signing below, you represent that you are authorized to establish recurring debits for the account described above.

If you have further questions or concerns, please contact CMS at 1-800-561-4567, Monday through Friday 8:00 AM to 8:00 PM, Eastern Time.

**YOU HAVE THE RIGHT TO CANCEL FUTURE AUTOMATIC PAYMENTS AT ANY TIME BY CALLING US AT 800-561-4567.  
PLEASE SEE THE REVERSE SIDE OF THIS FORM FOR ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO YOUR AUTHORIZATION, INCLUDING INFORMATION REGARDING YOUR RIGHT TO CANCEL, SERVICE FEES FOR REJECTED AUTOMATIC PAYMENTS, HOW WE CALCULATE YOUR MONTHLY PAYMENT AND OTHER IMPORTANT DISCLOSURES.**

**KEEP A COPY OF THIS DOCUMENT FOR YOUR RECORDS.**

X \_\_\_\_\_  
(Signature of Account Owner)

Date \_\_\_\_\_

X \_\_\_\_\_  
(Signature of Account Owner)

Date \_\_\_\_\_

Print Name

Print Name

**-VERBAL INQUIRIES & COMPLAINTS-**

For verbal inquiries and complaints about your mortgage loan, please contact the Customer Service Department for Carrington Mortgage Services, LLC, at 1-800-561-4567 between 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday. You may also visit our website at <https://carringtonmortgage.com/>.

**-IMPORTANT BANKRUPTCY NOTICE-**

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

**-CREDIT REPORTING-**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**-MINI MIRANDA-**

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

**-HUD COUNSELOR INFORMATION-**

If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 569-4287 or toll-free TDD (800) 877-8339, or by going to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You can also contact the CFPB at (855) 411-2372, or by going to [www.consumerfinance.gov/find-a-housing-counselor](http://www.consumerfinance.gov/find-a-housing-counselor).

**-EQUAL CREDIT OPPORTUNITY ACT NOTICE-**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers CMS' compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

**-SCRA DISCLOSURE-**

**MILITARY PERSONNEL/SERVICEMEMBERS:** If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act and comparable state laws afford significant protections and benefits to eligible military service personnel, including protections from foreclosure as well as interest rate relief. For additional information and to determine eligibility please contact our Military Assistance Team toll free at 1-888-267-5474.

**-NOTICES OF ERROR AND INFORMATION REQUESTS, QUALIFIED WRITTEN REQUESTS (QWR)-**

Written complaints and inquiries classified as Notices of Error and Information Requests or QWRs must be submitted to Carrington Mortgage Services, LLC by fax to 800-486-5134, or in writing to Carrington Mortgage Services, LLC, and Attention: Customer Service, P.O. Box 5001, Westfield, IN 46074. Please include your loan number on all pages of the correspondence. You have the right to request documents we relied upon in reaching our determination. You may request such documents or receive further assistance by contacting the Customer Service Department for Carrington Mortgage Services, LLC toll free at (800) 561-4567, Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time. You may also visit our website at <https://carringtonmortgage.com/>.

**COLORADO Residents Only:** 7200 S. Alton Way, Ste B180, Centennial, CO 80112, (303) 708-8795

**HAWAII Residents Only:** Carrington Mortgage Services, LLC (“CMS”) is licensed with the State of Hawaii Division of Financial Institutions. You may file complaints about CMS with the Commissioner of Financial Institutions by calling (808) 586-2820 or visiting the division’s website for consumer complaints at <http://cca.hawaii.gov/dfi/file-a-complaint/>. For a list of standard or common loan servicing fees charged by CMS, please visit the CMS website at <https://carringtonmortgage.com/HelpCenter/FAQ>

**MASSACHUSETTS: NOTICE OF IMPORTANT RIGHTS**

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE CREDITOR.

**MINNESOTA:** Carrington Mortgage Services, LLC is licensed by the Minnesota Department of Commerce.

**NEW YORK:**

New York City Department of Consumer Affairs Debt Collection Agency License Numbers: 1264739-DCA; 2027784-DCA & 2027786-DCA

This Collection agency is licensed by the City of Buffalo license numbers: CAG11-555177; CAG11-555176 & CAG15-10033598

City of Yonkers Debt Collection Agency License Numbers: 9717; 9837 & 9826

**For New York Residents Only:** You may file complaints about CMS with the New York State Department of Financial Services. You may obtain further information from the New York State Department of Financial Services by calling the Department's Consumer Assistance Unit at 1-800-342-3736 or by visiting the Department's website at [www.dfs.ny.gov](http://www.dfs.ny.gov). Carrington Mortgage Services, LLC is registered with the Superintendent of the New York State Department of Financial Services.

**NORTH CAROLINA:** Carrington Mortgage Services, LLC is licensed under North Carolina Secure and Fair Enforcement Mortgage Licensing Act and holds North Carolina Collection Agency Licenses with Permit Nos. 102107, 103455 and 112956 Main Office: 1600 South Douglass Road, Suites 110 & 200-A, Anaheim, CA 92806 / Branch Offices: 2100 E. 196th Street, Suites 100 & 200, Westfield, IN 46074 & 6200 Tennyson Parkway, Suites 210 & 110-B, Plano, TX 75024

**OREGON:** Residential mortgage loan servicers are regulated by the Oregon Division of Financial Regulation. To file a complaint, call (888) 877-4894 or visit <http://dfr.oregon.gov>.

**TENNESSEE:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

**TEXAS:** Notice to Texas Residents: COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE TEXAS DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TEXAS 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 1-877-276-5550. A complaint form and instructions may be downloaded and printed from the Department's website located at [www.sml.texas.gov](http://www.sml.texas.gov) or obtained from the department upon request by mail at the address above, by telephone at its toll-free consumer hotline listed above, or by email at [smlinfo@sml.texas.gov](mailto:smlinfo@sml.texas.gov).

## PROMISSORY NOTE

SEPTEMBER 1, 2012  
[Date]

LEWISTON  
[City]

IDAHO  
[State]

1515 21ST AVE, LEWISTON, IDAHO 83501  
[Property Address]

### 1. PARTIES.

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Secretary" or "Lender" means the Secretary of Housing and Urban Development and its successors and assigns.

### 2. BORROWER'S PROMISE TO PAY

In return for a loan received from Lender, Borrower promises to pay the principal sum of **SEVEN THOUSAND THREE HUNDRED NINETY-TWO DOLLARS AND 91 CENTS Dollars (U.S. \$7,392.91)**, to the order of Lender.

### 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.

On **SEPTEMBER 1, 2042**; or, if earlier, when the first of the following events occurs:

- (i) The Borrower has paid in full all amounts due under the primary Note and related mortgage, deed of trust or similar Security Instruments insured by the Secretary, or
- (ii) The maturity date of the primary Note has been accelerated, or
- (iii) The Primary Note and related mortgage, deed of trust or similar Security Instrument are no longer insured by the Secretary.
- (iv) The property is not occupied by the purchaser as his or her principal residence.

#### (B) Place.

Payment shall be made at the **Office of Housing FHA-Comptroller, Director of Mortgage Insurance Accounting and Servicing, 451 Seventh Street, SW, Washington, DC 20410** or any such other place as Lender may designate in writing by notice to Borrower.

### 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. 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. WAIVERS

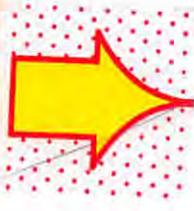
Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due.

"Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

#### 7. 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.

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

  
Borrower  
JEREMY L BASS

Borrower

This Document Prepared By:

**BRANDY MANGALINDAN**  
**CARRINGTON MORTGAGE SERVICES, LLC**  
**CARRINGTON DOCUMENT SERVICES**  
**1600 SOUTH DOUGLASS ROAD, SUITE 200A**  
**ANAHEIM, CA 92806**

**1-866-874-5860**

When Recorded Mail To:

**CARRINGTON MORTGAGE SERVICES, LLC**  
**C/O LOSS MITIGATION POST CLOSING**  
**DEPARTMENT**  
**1600 SOUTH DOUGLASS ROAD, SUITE 200A**  
**ANAHEIM, CA 92806**

**Tax/Parcel #: RP L0880010010AA**

[Space Above This Line for Recording Data]

**FHA Case No.: FR1212658354703**

**Loan No: 4000401948**

## **PARTIAL CLAIMS MORTGAGE**

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **SEPTEMBER 1, 2012**. The mortgagor is **JEREMY L BASS AND AIMEE BASS, A MARRIED MAN DEALING WITH HIS SEPARATE PROPERTY** ("Borrower"), whose address is **1515 21ST AVE, LEWISTON, IDAHO 83501**. This Security Instrument is given to the **Secretary of Housing and Urban Development**, whose address is **451 Seventh Street SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **SEVEN THOUSAND THREE HUNDRED NINETY-TWO DOLLARS AND 91 CENTS Dollars (U.S. \$7,392.91)**. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on **SEPTEMBER 1, 2042**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, 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 does hereby mortgage, warrant, grant and convey to the Lender, with power of sale, the following described property located in the **COUNTY of NEZ PERCE, State of IDAHO**:

which has the address of, **1515 21ST AVE, LEWISTON, IDAHO 83501** (herein "Property Address");

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

**Tax Parcel No. RP L0880010010AA**

Carrington Custom HUD-HAMP 07022019\_467

4000401948

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 COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, 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 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.

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

**1. Payment of Principal.** Borrower shall pay when due the principal of the debt evidenced by the Note.

**2. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment 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.

**3. 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. 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 term of this Security Instrument or the Note without that Borrower's consent.

**4. Notices.** 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: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street SW, Washington, DC 20410 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.

**5. 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.

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

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

**7. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Subordinate Note, the Secretary may invoke the non-judicial 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 by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to Lender under this paragraph or applicable law.

**8. Area and Location of Property.** Either the Property is not more than 40 acres in area or the Property is located within an incorporated city or village.

**9. Homestead Estate.** If Borrower heretofore has acquired or hereafter acquires an estate of homestead in the Property, Borrower hereby agrees that such homestead estate is waived to the extent of this Security Instrument and the amount due under the Note and to the extent of all renewals, extensions and modifications of this Security Instrument or the Note, and that said homestead estate is subject to all of the rights of Lender under this Security Instrument and the Note and all renewals, extensions and modifications of this Security Instrument and the Note, and is subordinate to the lien evidenced by this Security Instrument, and all renewals, extensions and modifications of this Security Instrument. Furthermore, Borrower hereby waives the benefits of any homestead or similar laws or regulations that may otherwise be applicable from time to time.

**10. Borrower agrees that any costs, fees and/or expenses incurred in connection with servicing the loan that may be legally charged to the account, but have not been charged to the account as of the date the Modification Effective Date, may be charged to the account at a later date and shall be the Borrower's responsibility to pay in full.** For example, if the loan is in foreclosure there may be foreclosure fees and costs that have been incurred but not yet assessed to the account as of the date the Modification Effective Date; Borrower will remain liable for any such costs, fees and/or expenses.

**11. If the Borrower is currently subject to the protections of any automatic stay in bankruptcy, or have obtained a discharge in bankruptcy proceeding without reaffirming the mortgage loan debt, nothing in this Agreement or any other document executed in connection with this Agreement shall be construed as an attempt by Lender to impose personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Partial Claims Mortgage. In such case, this Agreement is entered into in the ordinary course of business between the Lender and the Borrower in lieu of pursuit of interim**

**relief to enforce the lien. This Agreement does not revive the Borrower's personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Partial Claims Mortgage, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Note and Deed of Trust/Mortgage and Promissory Note/Partial Claims Mortgage.**

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

Borrower: **JEREMY L BASS** \_\_\_\_\_ Date \_\_\_\_\_

Borrower: **AIMEE BASS** \*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt \_\_\_\_\_ Date \_\_\_\_\_

[Space Below This Line for Acknowledgments] \_\_\_\_\_

**BORROWER ACKNOWLEDGMENT**



State of Idaho  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me \_\_\_\_\_, a Notary Public for the State of \_\_\_\_\_, Personally appeared **JEREMY L BASS, AIMEE BASS**, known to me to be the person named in the foregoing, and acknowledged to me that \_\_\_\_\_ executed the same as free act and deed, for the uses and purposes therein mentioned.

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

(Seal)

Notary Signature \_\_\_\_\_

Printed Name \_\_\_\_\_  
My Commission expires: \_\_\_\_\_, 20\_\_\_\_\_

**EXHIBIT A**

**BORROWER(S): JEREMY L BASS AND AIMEE BASS, A MARRIED MAN DEALING WITH HIS  
SEPARATE PROPERTY**

**LOAN NUMBER: 4000401948**

**LEGAL DESCRIPTION:**

**The land referred to in this document is situated in the STATE OF IDAHO, COUNTY OF NEZ PERCE,  
CITY OF LEWISTON, and described as follows:**

**THE EAST 25 FEET OF LOT 9 AND ALL OF LOT 10, BLOCK 10, MAPLEWOOD ADDITION TO  
THE CITY OF LEWISTON, NEZ PERCE COUNTY, STATE OF IDAHO, ACCORDING TO THE  
RECORDED PLAT THEREOF.**

**ALSO KNOWN AS: 1515 21ST AVE, LEWISTON, IDAHO 83501**

Date: **SEPTEMBER 1, 2012**

Loan Number: **4000401948**

Lender: **SECRETARY OF HOUSING AND URBAN DEVELOPMENT**

Borrower: **JEREMY L BASS, AIMEE BASS**

Property Address: **1515 21ST AVE, LEWISTON, IDAHO 83501**

### **NOTICE OF NO ORAL AGREEMENTS**

**THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.**

**Receipt of Notice.** The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Borrower  
**JEREMY L BASS**

Date

Borrower  
**AIMEE BASS** \*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

Date

Date: SEPTEMBER 1, 2012

Loan Number: 4000401948

Lender: SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Borrower: JEREMY L BASS, AIMEE BASS

Property Address: 1515 21ST AVE, LEWISTON, IDAHO 83501

## ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of SECRETARY OF HOUSING AND URBAN DEVELOPMENT

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

JEREMY L BASS

Date

AIMEE BASS \*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

Date

This Document Prepared By:  
**BRANDY MANGALINDAN**  
**CARRINGTON MORTGAGE SERVICES, LLC**  
**CARRINGTON DOCUMENT SERVICES**  
**ANAHEIM, CA 92806**  
**1-866-874-5860**

When Recorded Mail To:  
**CARRINGTON MORTGAGE SERVICES, LLC**  
**C/O LOSS MITIGATION POST CLOSING DEPARTMENT**  
**1600 SOUTH DOUGLASS ROAD, SUITE 200A**  
**ANAHEIM, CA 92806**

Tax/Parcel #: **RP L0880010010AA**

[Space Above This Line for Recording Data]

**Original Principal Amount: \$148,614.00**  
**Unpaid Principal Amount: \$142,709.46**  
**New Principal Amount: \$142,709.46**  
**New Money (Cap): \$0.00**

**FHA/VA/RHS Case No:**  
**FR1212658354703**  
**Loan No: 4000401948**

## **LOAN MODIFICATION AGREEMENT (DEED OF TRUST)**

This Loan Modification Agreement ("Agreement"), effective as of the 1ST day of SEPTEMBER, 2012, between JEREMY L BASS AND AIMEE BASS, A MARRIED MAN DEALING WITH HIS SEPARATE PROPERTY ("Borrower"), whose address is 1515 21ST AVE, LEWISTON, IDAHO 83501 and CARRINGTON MORTGAGE SERVICES, LLC AS ATTORNEY IN FACT FOR BANK OF AMERICA, N.A. ("Lender"), whose address is 1600 SOUTH DOUGLASS ROAD, SUITE 200A, ANAHEIM, CA 92806 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated OCTOBER 16, 2009 and recorded on OCTOBER 30, 2009 in INSTRUMENT NO. 774964, NEZ PERCE COUNTY, IDAHO, and (2) the Note, in the original principal amount of U.S. \$148,614.00, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at 1515 21ST AVE, LEWISTON, IDAHO 83501

the real property described is located in **NEZ PERCE COUNTY, IDAHO** and being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of, **SEPTEMBER 1, 2012** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$142,709.46, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed. This Unpaid Principal Balance has been reduced by the HUD Partial Claim amount of \$7,392.91.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.3750%, from **SEPTEMBER 1, 2012**. The yearly rate of 4.3750% will remain in effect until principal and interest are paid in full.

Borrower promises to make the total modified monthly mortgage payment of U.S. \$977.78, beginning on the **1ST** day of **OCTOBER, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Borrower's payment consists of payments for principal and interest of U.S. \$712.53, plus payments for property taxes, hazard insurance, and any other permissible escrow items of US \$265.25. Borrower understands that the modified monthly mortgage payment is subject to change if there is an increase or decrease in property taxes, insurance, or any other permissible escrow items. The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly. If on **SEPTEMBER 1, 2042** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
  - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. If the Borrower is currently subject to the protections of any automatic stay in bankruptcy, or have obtained a discharge in bankruptcy proceeding without reaffirming the mortgage loan debt, nothing in this Agreement or any other document executed in connection with this Agreement shall be construed as an attempt by Lender to impose personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Partial Claims Mortgage. In such case, this Agreement is entered into in the ordinary course of business between the Lender and the Borrower in lieu of pursuit of in rem relief to enforce the lien. This Agreement does not revive the Borrower's personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Partial Claims Mortgage, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Note and Deed of Trust/Mortgage and Promissory Note/Partial Claims Mortgage.
6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note 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.
7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
8. Borrower agrees that any costs, fees and/or expenses incurred in connection with servicing the loan that may be legally charged to the account, but have not been charged to the account as of the Modification Effective Date, may be charged to the account at a later date and shall be the Borrower's responsibility to pay in full. For example, if the loan is in foreclosure there may be foreclosure fees and costs that have been incurred but not yet assessed to the account as of the date the Modification Effective Date; Borrower will remain liable for any such costs, fees and/or expenses.

HERE

NOTARIZE

In Witness Whereof, I have executed this Agreement.

Borrower: **JEREMY L BASS**

Date \_\_\_\_\_

Borrower: **AIMEE BASS** \*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

Date \_\_\_\_\_

[Space Below This Line for Acknowledgments] \_\_\_\_\_

#### BORROWER ACKNOWLEDGMENT

State of Idaho

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me \_\_\_\_\_, a Notary Public for the State of \_\_\_\_\_, Personally appeared **JEREMY L BASS, AIMEE BASS**, known to me to be the person named in the foregoing, and acknowledged to me that \_\_\_\_\_ executed the same as free act and deed, for the uses and purposes therein mentioned.

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

(Seal)

Notary Signature \_\_\_\_\_

Printed Name \_\_\_\_\_  
My Commission expires: \_\_\_\_\_, 20\_\_\_\_\_

In Witness Whereof, the Lender has executed this Agreement.

**CARRINGTON MORTGAGE SERVICES, LLC AS ATTORNEY IN FACT FOR BANK OF AMERICA, N.A.**

By \_\_\_\_\_

(print name)  
(title)

Date \_\_\_\_\_

[Space Below This Line for Acknowledgments] \_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me \_\_\_\_\_ Notary Public,  
personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me  
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed  
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph  
is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

(Seal)

**EXHIBIT A**

**BORROWER(S): JEREMY L BASS AND AIMEE BASS, A MARRIED MAN DEALING WITH HIS  
SEPARATE PROPERTY**

**LOAN NUMBER: 4000401948**

**LEGAL DESCRIPTION:**

**The land referred to in this document is situated in the STATE OF IDAHO, COUNTY OF NEZ PERCE,  
CITY OF LEWISTON, and described as follows:**

**THE EAST 25 FEET OF LOT 9 AND ALL OF LOT 10, BLOCK 10, MAPLEWOOD ADDITION TO  
THE CITY OF LEWISTON, NEZ PERCE COUNTY, STATE OF IDAHO, ACCORDING TO THE  
RECORDED PLAT THEREOF.**

**ALSO KNOWN AS: 1515 21ST AVE, LEWISTON, IDAHO 83501**

Date: **SEPTEMBER 1, 2012**

Loan Number: **4000401948**

Lender: **CARRINGTON MORTGAGE SERVICES, LLC AS ATTORNEY IN FACT FOR BANK OF AMERICA, N.A.**

Borrower: **JEREMY L BASS, AIMEE BASS**

Property Address: **1515 21ST AVE, LEWISTON, IDAHO 83501**

### **NOTICE OF NO ORAL AGREEMENTS**

**THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.**

**Receipt of Notice.** The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Borrower: **JEREMY L BASS**

**Date**

Borrower: **AIMEE BASS** \*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

**Date**

Date: **SEPTEMBER 1, 2012**

Loan Number: **4000401948**

Lender: **CARRINGTON MORTGAGE SERVICES, LLC AS ATTORNEY IN FACT FOR BANK OF AMERICA, N.A.**

Borrower: **JEREMY L BASS, AIMEE BASS**

Property Address: **1515 21ST AVE, LEWISTON, IDAHO 83501**

## **ERRORS AND OMISSIONS COMPLIANCE AGREEMENT**

In consideration of **CARRINGTON MORTGAGE SERVICES, LLC AS ATTORNEY IN FACT FOR BANK OF AMERICA, N.A.**

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period .

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

Borrower: **JEREMY L BASS**

**Date**

Borrower: **AIMEE BASS** \*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

**Date**