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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.

BANK OF AMERICA, N.A.,
CARRINGTON MORTGAGE SERVICES, LLC,
RECONTRUST COMPANY, N.A.,
Randall Szabo, c/o IDEA Law Group, LLC,
MICHAEL J. NEWELL, c/o IDEA Law Group, LLC,
DOE I-X

Defendants.

Case No. CV35221875

**AFFIDAVIT IN SUPPORT OF
COMPLAINT – LOAN EVENTS**

DEMAND FOR JURY

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11 COMES NOW Plaintiff, JEREMY L. BASS, AND PROVIDES THIS AFFIDAVIT IN SUPPORT OF THE
12 COMPLAINT AND MOTIONS in regards to his knowledge of events and everything he believes to be
13 true regarding pleading for the proceedings over the property located at ***1515 2nd AVE. LEWISTON***
14 ***ID 83501-3926*** (hereinafter "THE PROPERTY" or "HOUSE" fully described in further reading). The
15 reason for this affidavit is to help meet the page limits defined in District Local Rule Civ 7.1 (Civil
16 [v. 4]).

17 I, Jeremy L. Bass, Pro Se, hereby makes the following statements of fact as to his personal
18 knowledge and attests the same to be true to the best of his knowledge:

- 19 1. Before that BoA(or BAC, Mr. Bass doesn't recall if it was Bank of America shell company 1
20 or shell company 2 as they are the same in the people's eyes and only different in
21 Delaware) had been servicing the account after it was acquired from ZIONS or if it was
22 Countrywide then BoA.

2. LAND TITLE confirms that the regular operation for one lender to sell a loan to another lender is recording a 'Successor of deed of trust' and then sending a mailer to inform the customer/borrower of the new company to make payments.
3. On or about October 2009, Defendant Bank purchased the loan from the Original Bank.
4. Defendant Bank was required to correctly assign the original loan to itself in connection with the loan purchase from ZIONS, as shown in EXHIBIT Q and EXHIBIT AD on page 25.
5. In the original agreement shown in EXHIBIT AD on page 25, the SERVICING DISCLOSURE STATEMENT was very clear about the process and what to expect, which does not align with what we saw happen. That binding contract states: "Transfer Practices and Requirements: If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing...."
6. The transfer events are further confirmed in Exhibits AM & AN and confirmed to be what was said to have been done as seen in Exhibit AL, AO, AP & AQ, which contradicts what was reported to the court of a loan being done to pay off the other loan being the one owned by Zion's.
7. BoA's claim as of yet is that the LoFR was on the note that Zions had, which was to pay it off as Mr. Newell had attested as being what the defendants view was.
8. 12 *CFR 1024.33(a)* states that the expected way a loan moves from one lender to another is "the servicing of the mortgage loan may be assigned, sold, or transferred to any other person..." which all avenues in the Federal Code do not include or even indicate that it is ok to have an FHA backed loan paid off within the first year by the borrower with money that they borrowed from another lender in order to facilitate a move of the loan.

- 1 9. It is repeatedly said that the borrower may not, under penalty, use borrowed funds to
2 secure an FHA loan.
- 3 10. The loan is still seen as an FHA loan.
- 4 11. As presented and recorded, BoA made a loan up to pay off the loan their owned already.
- 5 12. It appears that the Defendants created a second deed of trust and promissory note
6 without the knowledge or consent of Mr. Bass, effectively doubling Mr. Bass' debt.
- 7 13. It seems as if BoA is claiming Mr. Bass committed a crime and that BoA helped him to do
8 so by knowingly giving him a loan for an FHA back mortgage he already had.
- 9 14. BoA is claiming they helped Mr. Bass pay off that first loan by opening up a second active
10 loan presented as an FHA-backed loan taken out by the first-time home buyer for the
11 second time, using that money to pay off the loan while taking a loss.
- 12 15. BoA took over the loan on October 16th as per their reporting to a third-party source of
13 Experian to be shown in Exhibits AF.
- 14 16. In the agreement on the original loan shown on EXHIBIT AD page 13, there is a
15 requirement on reconveyance that notice was to be sent, which, when BoA failed to do
16 so, breached the loan/contract that they had acquired which.
- 17 17. Defendant Mr. Newell, in courtroom 2 in the Nez Perce county district two on January 26th,
18 2023, at approximately 11:59 am, attested that they had no wet inked copy and conceded
19 that as a matter of fact.
- 20 18. The standard procedure when a lender sells loans to another lender is to do an
21 "assignment of deed of trust," and the trustor (borrower) gets noticed as they did in the
22 2012 assignment of deed per EXHIBIT Q.
- 23 19. Mr. Bass did not earn enough then to allow for two \$148,612 loans, and BoA a year before
24 had flatly rejected Mr. Bass' first home loan application.

- 1 20. After a year's worth of payments on the loan, the second loan BoA is saying Mr. Bass took
2 out was for an amount that somehow increased by +\$2196 from the original amount of
3 \$146,418 to \$148,612 with no explanations of why.
- 4 21. EXHIBIT AE shows that Amortization-Schedule for the loan puts the change in the total
5 amount owed down by -\$1678 for the total of \$144,740, which makes sense as when you
6 pay on a loan, it shouldn't increase but decrease.
- 7 22. 12 "The term 'amortizing loan' means a loan in which payment of the periodic payments
8 does not result in an increase in the principal balance under the terms of the legal
9 obligation; the term 'negative amortization' means payment of periodic payments that
10 will result in an increase in the principal balance under the terms of the legal obligation;
11 the term 'negative amortization loan' means a loan, other than a reverse mortgage
12 subject to § 1026.33, that provides for a minimum periodic payment that covers only a
13 portion of the accrued interest, resulting in negative amortization." *CFR 1026.18(s)(7)(v)*,
14 The original loan is shown in EXHIBIT AD pg. 19 not to be a negatively amortized loan.
- 15 23. There was no guarantee that either of the active loans Mr. Bass had been burdened with
16 would be resolved without making payments on both loans.
- 17 24. If another "account error" had occurred and the reconveyance had not been made, Mr.
18 Bass would have had no proof that the first loan was paid off, exposing Mr. Bass to
19 financial injury.
- 20 25. Defendants have yet to have a third party verify the source of the funds that paid off that
21 first loan, as said in the full reconveyance.
- 22 26. It is just as likely that the loan was paid off by a benefactor as it is that BoA let Mr. Bass
23 take out a loan to pay Zions off so that he could see the amount owed increase to his
24 detriment.

1 27. A third party is required to prove that the funds that were put up to pay off the first loan
2 were not hidden in a trick of accounting and technology.

3 a. Scenarios that could have played out are where a lender takes in a payment from
4 a benefactor who pays off an account, but instead, the leader defuses the fund
5 from the transaction over a batch of other accounts.

6 b. Because they span years and accounts, just a few pennys added to the amount of
7 a billing statement, adjusting the transaction by a few pennies amount then
8 regenerating past statements as needed to cover a redirection of money and
9 other one financial tracks, an bad actor can hide large sums of money. This
10 whole scenario is just one of the many possibilities in which Mr. Bass has seen in
11 his past work of adding security features to systems and software in efforts to
12 thwart this abuse while at WSU and other financial institutions.

13 28. As Zion's Bank sold the loan on Nov 10th 2008.

14 29. Mr. Bass has no recollection of signing anything only a year later, after getting the loan,
15 only that Mr. Bass was upset over being sold off to a bank that had turned him down
16 before.

17 30. At no time does Mr. Bass recall signing any new paperwork after the 2008 paperwork.
18

Dated this 30 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 Defendants on March 30th, 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: Randall Szabo #10901
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

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

On the _21_ day of __FEBRUARY__, 2023, before me, the undersigned Notary Public, personally appeared __Jeremy Bass__, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Notary Public for Idaho

Residing at _____

Commission Expires: _____