

## **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.*



P.O. Box 3010 | Anaheim, CA 92803

Loan Number: 4000401948  
Notice Date: 12/31/2019

**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.

**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.

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

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

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



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 cancelation 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 (1/2) 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 \_\_\_\_\_ Date \_\_\_\_\_  
(Signature of Account Owner)

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

\_\_\_\_\_  
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 L0880010010A A**

[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 L0880010010A A**

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] \_\_\_\_\_

NOTARIZE



**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 L0880010010A A**

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

## **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



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 \_\_\_\_\_

NOTARIZE



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) \_\_\_\_\_ Date  
(title)

\_\_\_\_\_[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.**

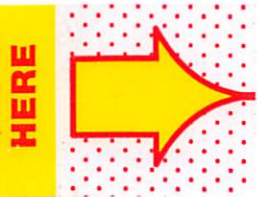
**Receipt of Notice.** The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or 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**