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March 1, 2024

Subject: Immediate Action Required: Report on Foreclosure Auction  
Misconduct and Request for Investigation

To Whom It May Concern,

I am compelled to seek your urgent assistance following the wrongful foreclosure auction of my property on February 29, 2024, despite a prior agreement to suspend proceedings pending the resolution of my mother's estate probate. This letter reports significant misconduct and requests a thorough investigation by your office into the practices of Bank of America (BoA), Carrington Mortgage Services (CMS), ReconTrust Company N.A., and their collaborators that led to this unjust foreclosure.

**Foreclosure Auction Misconduct: A Summary of Events**

The foreclosure auction, previously halted, proceeded under questionable circumstances, leading to the sale of my home for \$165,000—well below its fair market value of \$275,000. This sale was to an individual previously recorded attempting to intimidate me into selling my property at a gross undervalue, more than suggesting collusion with BoA and potential real estate developers, but instead confirming the recorded claim of the local developers working with BoA in fixing the auction. The orchestration of this auction, including the premature lifting of the hold despite an existing agreement, underscores a systematic pattern of fraudulent and unethical behavior by the involved parties.

**Historical and Recent Misconduct**

My dealings with BoA and Carrington have been marred by a history of deceit, legal violations, and unethical practices dating back to 2008. This includes:

- Presentation of backdated documents and attempts at bribery by CMS in December 2021.
- Coercive tactics and misrepresentations in legal proceedings by BoA.
- Financial discrepancies, unjust charges, and attempts at manipulation by BoA and CMS, in clear violation of the Real Estate Settlement Procedures Act (RESPA), the CARES Act, and the Idaho Consumer Protection Act.
- Unauthorized loan modifications by BoA, directly violating federal laws.

- Imposed unjustified fees, breaching the CARES Act and RESPA guidelines.
- Engaged in systematic obstruction to prevent securing legal representation, impacting the right to a fair defense.
- Conducted a foreclosure auction with a single bidder, indicative of auction rigging and collusion.
- Breached an explicit agreement to postpone the foreclosure auction, violating contract terms.
- The single bidder at the auction was the local developer who attempted to coerce the property sale before the auction.
- Demonstrated a pattern of misleading court representations to obfuscate their actions.
- Failed to conduct an internal audit after discovering erroneous filings, suggesting a disregard for legal compliance.
- BoA was fined \$4 billion for inflating their books, indicating systemic financial manipulation, and over \$100 billion in total so far since 2008 for many of these same actions
- BoA knowingly created and utilized a second deed of trust and promissory note with the intent to deceive.
- CMS offered a bribe for compliance, which constitutes illegal coercion.
- Frequent and aggressive attempts by CMS to secure signatures on documents during a forbearance period.
- Found evidence of inflated mortgage figures used in financial documents, indicative of broader financial fraud.
- Discovered the forgery of documents intended to illegally modify the mortgage agreement.
- Uncovered collusion with local developers to manipulate the outcome of the foreclosure auction.
- Actions by BoA suggest a violation of Idaho's Consumer Protection Act through unfair and deceptive practices.
- BoA attempted to enforce backdated agreements to legitimize fraudulent claims on the property.
- CMS backdating of documents to 2012, despite being in 2021, suggests premeditated fraud potentially relevant to a civil RICO claim.
- Observed discrepancies in the assignment and notification process of the loan transfer, further complicating the legal standing of actions against the property.
- BoA engaged in activities that directly contravene the principles of equity and justice, as evidenced by their handling of the second mortgage.
- BoA's systematic efforts to undermine legal proceedings and obfuscate their fraudulent activities have significantly impacted financial stability and legal rights.

- The involvement of a local developer in the foreclosure auction indicates a premeditated strategy to undervalue and acquire the property.
- The wrongful conduct and various forms of fraud perpetrated by BoA reveal a broader pattern of abuse and deception.
- Unauthorized creation of a second mortgage by BoA and CMS.
- CMS, acting for BoA, collected payments on invalidated accounts.
- Conspiracy with local developers by BoA to depress the property's sale value at auction.
- The foreclosure auction proceeded despite a verbal agreement to postpone, which was recorded.
- Coerced into signing backdated documents by BoA to legitimize a fraudulently created mortgage.
- Discovery of forged documents intended to illegally alter the mortgage agreement by BoA.
- Misrepresentation of loan status and fraudulent financial activities by BoA to manipulate stock prices.
- Fraudulent concealment of a second mortgage by BoA, putting the property at significant risk.
- Continued acceptance of payments on invalidated accounts by BoA.
- Violations of Idaho's Consumer Protection Act through unfair and deceptive practices by BoA.
- Emotional distress and damage to credit caused by ongoing fraudulent activities and legal battles with BoA.
- Concealment of the second mortgage and its satisfaction by BoA, violating principles of equity and justice.
- Negligent misrepresentation of the loan status by BoA, creating unauthorized financial instruments.
- BoA breached the contract by creating a second deed of trust without proper assignment.
- Engaged in similar fraudulent activities in other cases, not just mine, by BoA.
- Attempt by BoA to have me sign a backdated new promissory note to cover up their fraudulent activities.
- Allegations by BoA suggest borrowing money for a down payment on another loan, potentially violating lending regulations.
- Commitment of fraud by BoA by concealing the existence of a second mortgage, which put me at significant risk.
- The legality of borrowing money for a down payment on another loan is questioned, highlighting potential violations of lending regulations by BoA.

These actions not only threatened my property but also demonstrated a broader pattern of conduct that potentially implicates BoA and its associates in substantial legal and civil violations.

#### **Urgent Need for Investigative and Legal Intervention**

The detailed allegations and documented evidence I present underscore not only the profound personal impact of these actions but also the potential for widespread systemic implications. The fraudulent activities and legal violations I have uncovered suggest a deliberate and coordinated effort to undermine legal and financial standards on a national scale. This situation demands not only a halt to the foreclosure process but also a comprehensive review of the actions by BoA, Carrington Mortgage Services, ReconTrust, and associated developers and law firms.

### **Request for Action**

Given the scale and severity of these issues, and in light of my forced position to navigate this complex landscape pro se, I implore your office to take immediate action. A thorough investigation into these matters is imperative—not only to address the injustices I have faced but to prevent further harm to the American public and to restore faith in our financial and legal systems., I urgently request your office to:

- Conduct a thorough investigation into the foreclosure auction and related practices of BoA, Carrington Mortgage Services, and ReconTrust.
- If the pattern I uncovered is followed nationwide, you will more than likely find thousands of other homeowners defrauded in the same manner
- Review the legality of the foreclosure auction, including potential collusion and intimidation tactics.
- Assess the broader implications of these entities' actions on consumer rights and financial regulations.

I am prepared to provide all necessary documentation and evidence to support this investigation. The immediate attention to this matter could not only rectify the injustices I have faced but also uphold the law and protect individuals from corporate and financial malfeasance.

### **Planned Outreach to Oversight Authorities:**

- (ID-LPD) Lewiston Idaho Police Department
- (ID-OAG) Idaho Attorney General's Office
- (ID-TAX) State Tax Commission
- (ID-LSO) Local County Sheriff's Office, Lewiston, Idaho
- (ID-DOF) Idaho Department of Finance
- (FBI) Federal Bureau of Investigation
- (SEC) U.S. Securities and Exchange Commission
- (CFPB) Consumer Financial Protection Bureau
- (FTC) Federal Trade Commission
- (FINRA) Financial Industry Regulatory Authority
- (FinCEN) Financial Crimes Enforcement Network
- (IRS) Internal Revenue Service

- (DOJ) U.S. Department of Justice
- (USPIS) United States Postal Inspection Service
- (OCC) Office of the Comptroller of the Currency
- (NCUA) National Credit Union Administration
- (Treasury) U.S. Department of the Treasury, Office of Inspector General
- (USSS) U.S. Secret Service
- (FRCH) Federal Reserve Consumer Help
- (WH) The White House

This multifaceted approach, encompassing both federal and state-level violations and oversight authorities, ensures thorough coverage and accountability across all relevant jurisdictions. I urge your immediate attention and action on these matters, supported by the enclosed evidence and detailed account of each violation. I am also sending this dossier to news outlets as well due to fear of being unduly subsided out of corruption as I have other matters pertaining to criminal behaviors that are outside this issue at hand. Those range from an attempt on my life by a Pinkerton Agent who sits on an Executive Threat Team for one of the biggest corporations to a DOJ agent who is on the take for a corporation that helped suppress my efforts for justice to uncovering an extortion ring of doctors that is spreading nationwide, to the SA of a child that stretched cross state borders involving Methamphetamine.

### **Conclusion**

The actions leading to and including the foreclosure auction of my home represent a clear disregard for legal standards and ethical practices. I implore your office to take swift action to investigate these matters thoroughly and ensure accountability and justice for the wrongs committed. The urgency of this situation cannot be overstated, and I eagerly await your prompt and decisive response.

Thank you for your immediate attention to this urgent plea. I am available to provide further information or documentation as needed and look forward to your prompt response.

Sincerely,

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## Comprehensive Legal Violations Overview:

Consumer Financial Protection Act (CFPA) Violations (12 U.S.C. §§ 5481-5603) **[Civil]:**

- *Description:* Engaged in unfair, deceptive, or abusive acts or practices (UDAAP) affecting consumer financial products and services.
- *Penalty:* Civil penalties can include fines, restitution to harmed consumers, and injunctive relief to prevent future violations.
- *Responsible Parties:* Consumer lending and servicing departments.
- *Evidence of:* Consumer complaints filed with the CFPB, internal audit reports, and enforcement action notices from the CFPB.
- *Oversight Authorities:* CFPB.

Sherman Antitrust Act Violations (15 U.S.C. §§ 1-7) Unlawful Coercion, Collusion and Intimidation **[Criminal/Civil]:**

- *Description:* Collusion between developers and BoA to fix auction prices and rig bids. Attempts to scare me into selling the property before the auction. The explicit attempt by a local developer to scare me into selling my property, as recorded, violates Idaho's statutes against coercion and fraud, alongside federal antitrust laws. Trying to bribe me to sign backdated documents. Efforts by developers and mortgage servicers to intimidate me into prematurely selling my property under market value. The upcoming auction is a result of collusion and bid-rigging, involving BoA and local developers. This conduct breaches the Sherman Antitrust Act (15 U.S.C. §§ 1-7), specifically through conspiracy to restrain trade and price fixing. These are felonious acts with potential penalties including imprisonment and substantial fines.
- *Penalty:* Up to \$1 million for individuals, \$100 million for corporations, or up to 10 years imprisonment.
- *Responsible Parties:* evelopers, BoA officials, Carrington Mortgage Services.
- *Evidence of:* Documented communications between developers and BoA officials; recorded discussions indicating collusion. Recorded conversations demonstrating coercion. A detailed account and timestamped recording of the developer admitting collusion with BoA, aiming to manipulate the foreclosure and auction processes. Documented communications and offers made to coerce into signing. I have recorded conversations with a developer who admitted to working in concert with BoA to manipulate the auction process. This recording clearly demonstrates attempts to intimidate me into selling my property below market value, underscoring the coercive and fraudulent nature of their actions.
- *Oversight Authorities:* U.S. Department of Justice, Antitrust Division; Federal Trade Commission, Idaho Attorney General's

Office, Federal Bureau of Investigation (FBI), Idaho Attorney General's Office, Local District Attorney.

Breach of Fiduciary Duty (15 U.S.C. §§ 78a-78pp) **[Criminal]:**

- *Description:* A legal or ethical relationship of trust with one or more parties. The breach occurs when a fiduciary acts in their own best interest in violation of the duty owed to the trustor, such as mismanagement of funds or failing to act in the best interest of the clients.
- *Penalties:* Remedies include compensatory damages, punitive damages, and disgorgement of ill-gotten gains.
- *Responsible Parties:* Trustees, financial advisors, corporate officers, and other entities or individuals acting as fiduciaries.
- *Evidence of:* Financial statements, transaction records, communications demonstrating conflict of interest or negligence.
- *Oversight Authorities:* SEC, state regulators, and courts overseeing civil litigation.

Violation of the Truth in Lending Act (TILA) (15 U.S.C. §§ 1601-1667f) **[Civil]:**

- *Description:* Failure to accurately disclose loan terms and conditions, including the manipulation of loan modification agreements.
- *Penalty:* Statutory and actual damages, legal fees, and potential rescission of loan transactions.
- *Responsible Parties:* Carrington Mortgage Services, BoA.
- *Evidence of:* Misleading loan modification agreements and documentation.
- *Oversight Authorities:* Consumer Financial Protection Bureau (CFPB), Federal Reserve

Violations of the Fair Debt Collection Practices Act (FDCPA) (15 U.S.C. §§ 1692-1692p) **[Civil]:**

- *Description:* Employed harassing debt collection tactics that violate consumer rights under the FDCPA, including threatening phone calls and misleading communication.
- *Penalty:* Civil liability including actual damages, statutory damages up to \$1,000, and attorney's fees.
- *Responsible Parties:* Collections department personnel and third-party debt collection agencies contracted by the bank.
- *Evidence of:* Recorded phone calls, consumer complaints filed with the FTC, and correspondence.
- *Oversight Authorities:* FTC, CFPB

Violation of the Electronic Fund Transfer Act (EFTA) (15 U.S.C. §§ 1693-1693r) **[Civil]:**

- *Description:* Failed to properly disclose terms and conditions of electronic fund transfers, leading to unauthorized transactions and fees for consumers.
- *Penalty:* Civil liability including actual damages, statutory damages (up to twice the amount of any unauthorized transaction), restitution to consumers, injunctive relief to correct procedural deficiencies and attorney's fees.
- *Responsible Parties:* Online banking division managers and IT security personnel, electronic payments department and customer service teams.
- *Evidence of:* Consumer complaints, internal reports of system vulnerabilities, audit findings, regulatory examination reports..
- *Oversight Authorities:* CFPB, FTC, Federal Reserve

Unauthorized Disclosure of Consumer Information (Gramm-Leach-Bliley Act) (15 U.S.C. § 6801 et seq) **[Civil]:**

- *Description:* Failed to protect the confidentiality and security of consumer financial information, leading to unauthorized disclosures.
- *Penalty:* Civil penalties include fines per violation and comprehensive corrective measures to prevent future breaches.
- *Responsible Parties:* Information security officials and third-party service providers.
- *Evidence of:* Data breach reports, consumer complaints, and FTC enforcement actions.
- *Oversight Authorities:* FTC, state attorneys general.

Violations of the Sarbanes-Oxley Act (SOX) (15 U.S.C. §§ 7201-7266) **[Civil/Criminal]:**

- *Description:* Failed to comply with regulations on financial reporting and internal controls, leading to misinformation on the bank's financial health being reported to investors and regulators.
- *Penalty:* Criminal penalties for executives include imprisonment up to 20 years and fines. Civil penalties include fines and mandatory corrective action.
- *Responsible Parties:* Chief Financial Officer, Chief Compliance Officer, and other key financial executives.
- *Evidence of:* External audit reports, SEC filings, whistleblower complaints.
- *Oversight Authorities:* SEC, PCAOB.

Securities Fraud (17 C.F.R. § 240.10b-5) **[Criminal/Civil]:**

- *Description:* Misrepresentation in mortgage securities impacting financial markets and investors. Engaged in deceptive practices by disseminating false information regarding the bank's financial health, misleading investors and manipulating stock prices. Using inflated or fraudulent financial information to manipulate stock



prices. Executives and employees traded company stock based on non-public, material information, unfairly profiting at the expense of uninformed shareholders.

- *Penalty:* Significant financial penalties exceeding \$1 million, up to 25 years in prison. Penalties can include triple the profit gained or loss avoided, imprisonment up to 20 years, and substantial fines.
- *Responsible Parties:* Identified executives, board members, employees privy to confidential information, BoA and associated financial entities. High-level executives and specific managers within the financial reporting division, alongside certain financial entities and auditors involved in falsifying or misrepresenting financial statements.
- *Evidence of:* Inconsistencies in financial reports and stock market filings, Internal emails, whistleblower accounts, and irregular financial statements submitted to the SEC adjust to the records of the property in question. Documentation indicating inflated mortgage numbers affecting stock prices.
- *Oversight Authorities:* U.S. Securities and Exchange Commission (SEC); Financial Industry Regulatory Authority (FINRA). DOJ, Financial Crimes Enforcement Network (FinCEN).

#### Bankruptcy Fraud (18 U.S.C. § 157) **[Criminal]:**

- *Description:* Filing fraudulent bankruptcy claims or engaging in fraudulent activities during bankruptcy proceedings.
- *Penalty:* Up to 5 years in prison or fines.
- *Responsible Parties:* Any party engaging in fraudulent bankruptcy processes.
- *Evidence of:* Court filings, financial records indicating discrepancies.
- *Oversight Authorities:* U.S. Department of Justice, U.S. Trustees.

#### Forgery and Fraudulent Practices (18 U.S.C. § 471) **[Criminal]:**

- *Description:* Falsifying and backdating official documents to manipulate loan terms and property ownership records.
- *Penalty:* Penalties may include imprisonment for up to 10 years, restitution and significant fines.
- *Responsible Parties:* Carrington Mortgage Services, BoA officials, specific employees..
- *Evidence of:* Backdated loan modification documents and contracts.
- *Oversight Authorities:* U.S. Department of Justice; Idaho Department of Finance.

#### Embezzlement (18 U.S.C. § 656) **[Criminal]:**

- *Description:* The act of withholding assets for the purpose of conversion (theft) of such assets, by one or more individuals to whom the assets were entrusted, either to be held or to be used for specific purposes.

- *Penalties:* Depending on the amount embezzled, penalties can include fines, restitution, and imprisonment up to 30 years for large amounts.
- *Responsible Parties:* Employees, managers, or any individuals in a position of trust with access to financial assets.
- *Evidence of:* Discrepancies in financial records, audits revealing missing funds, unusual transactions.
- *Oversight Authorities:* Local law enforcement, Federal Bureau of Investigation (FBI), SEC.

#### Mortgage Fraud (18 U.S.C § 1014) **[Criminal/Civil]:**

- *Description:* Creating unauthorized deeds of trust or promissory notes. Manipulation and creation of false loan documents. Falsification of information to obtain mortgages unlawfully, including but not limited to income, asset valuations, and debt levels. Knowingly submitted false information on mortgage applications to approve loans for unqualified borrowers, contributing to the housing market crash. Making false statements to influence the actions of a financial institution.
- *Penalty:* Penalties include fines and imprisonment up to 30 years for each act of fraud, underlining the gravity of deceiving lending institutions.
- *Responsible Parties:* Loan officers, appraisers, underwriters, certain branch managers, and BoA officials who knowingly engaged in or facilitated fraudulent mortgage applications, and potentially trustees or law firms involved in document preparation and filing.
- *Evidence of:* Fraudulent loan applications, misrepresented financial documents. Documented discrepancies between reported and actual financial statuses of borrowers, appraisals, and loan documentation.
- *Oversight Authorities:* FBI, CFPB, IRS, Federal Reserve Consumer Help, Office of the Comptroller of the Currency (OCC).

#### Mail Fraud (18 U.S.C. § 1341) **[Criminal]:**

- *Description:* Utilizing postal services to execute a scheme to defraud, particularly in sending fraudulent loan documents.
- *Penalty:* Up to 20 years imprisonment.
- *Responsible Parties:* Individuals or entities using mail for fraudulent activities.
- *Evidence of:* Fraudulent documents sent via mail.
- *Oversight Authorities:* United States Postal Inspection Service.

#### Wire Fraud (18 U.S.C. § 1343) **[Criminal]:**

- *Description:* Use of electronic communication to perpetrate fraud regarding the auction. The trustees and their associated law firms have engaged in deceptive practices, including the unauthorized sharing of my personal employment information with BoA, indicative

of a broader scheme to defraud and disenfranchise me. These actions potentially violate federal wire fraud statutes (18 U.S.C. § 1343) and state laws governing foreclosure and trustee responsibilities.

- *Penalty:* Up to 20 years imprisonment, increased if affecting a financial institution.
- *Responsible Parties:* Individuals utilizing electronic communications for fraud.
- *Evidence of:* Emails, text messages, and other digital communications detailing fraudulent activities.
- *Oversight Authorities:* U.S. Department of Justice; United States Postal Inspection Service (for mail-related fraud).

#### Bank Fraud (18 U.S.C § 1344) **[Criminal/Civil]:**

- *Description:* Engaging in activities intended to defraud a financial institution or obtain money, assets, or other property owned by or under the custody of a bank through false pretenses.
- *Penalty:* Penalties include substantial fines and up to 30 years in prison, underscoring the severity of defrauding banks and their customers.
- *Responsible Parties:* Individuals or entities that directly engaged in fraudulent schemes affecting banking operations.
- *Evidence of:* Fake accounts, forged documents, or any illicit means used to mislead banks or their customers.
- *Oversight Authorities:* FBI, OCC, Federal Reserve.

#### Obstruction of Justice (18 U.S.C. §§ 1501-1521) **[Criminal]:**

- *Description:* Actions taken to mislead or obstruct legal investigations into the foreclosure and auction processes.
- *Penalty:* Up to 5 years in prison, fines.
- *Responsible Parties:* BoA officials, law firms involved.
- *Evidence of:* Documented attempts to interfere with or mislead investigative efforts.
- *Oversight Authorities:* U.S. Department of Justice; Idaho Attorney General's Office.

#### Perjury in Past Court Cases (18 U.S.C. § 1621) **[Criminal]:**

- *Description:* Providing false statements under oath in past legal proceedings related to the property or financial status.
- *Penalty:* Fines and up to 5 years in prison.
- *Responsible Parties:* Any individual who knowingly lied under oath in court documents or proceedings.
- *Evidence of:* Contradictions between court testimonies and discovered facts or documents.
- *Oversight Authorities:* U.S. Department of Justice; State Attorney General's Office.

#### Money Laundering (18 U.S.C. § 1956 and § 1957) **[Criminal]:**

- *Description:* The process of making large amounts of money generated by a criminal activity, such as drug trafficking or terrorist funding, appear to be earned legally.
- *Penalties:* Up to \$500,000 or twice the value of the laundered amount, whichever is greater, and imprisonment of up to 20 years.
- *Responsible Parties:* Individuals, groups, or institutions that engage in transactions to disguise the origins of criminal proceeds.
- *Evidence of:* Financial records, transaction history, audit trails showing a lack of business purpose.
- *Oversight Authorities:* Financial Crimes Enforcement Network (FinCEN), Internal Revenue Service (IRS), and other members of the U.S. Department of Treasury.

#### RICO Act Violations (18 U.S.C. § 1961) **[Criminal]:**

- *Description:* Engaging in a pattern of racketeering activity connected to fraud within mortgage lending and securities transactions, including fraud and extortion, connected to the auction.
- *Penalty:* Up to 20 years' imprisonment per count, asset forfeiture, potential civil liabilities including treble damages, highlighting the seriousness of operating as part of a criminal organization.
- *Responsible Parties:* High-level executives and certain employees who were part of the decision-making process that led to systemic fraud, Trustees, law firms, developers, BoA officials.
- *Evidence of:* Patterns of illegal activity, including mail and wire fraud, as part of an organized effort to defraud investors and consumers, Financial records, correspondence evidencing a pattern of illegal activities.
- *Oversight Authorities:* U.S. Department of Justice, Criminal Division, Fraud Section (FRD), FBI, SEC.

#### Tax Evasion and Fraud (26 U.S.C. § 7201) **[Criminal/Civil]:**

- *Description:* Engaging in financial misconduct leading to underreporting income and falsifying property values related to real estate transactions and bid-rigging. By fixing bids with developers, the involved parties may have underreported income or falsified property values, leading to tax evasion.
- *Penalty:* Significant fines up to \$100,000 for individuals (\$500,000 for corporations), potential imprisonment.
- *Responsible Parties:* BoA officials, local developers.
- *Evidence of:* Discrepancies in reported property values, discrepancies in tax filings, and auction outcomes.
- *Oversight Authorities:* Internal Revenue Service (IRS); Idaho State Tax Commission.

#### False Claims Act Violations (31 U.S.C. §§ 3729-3733) **[Civil/Criminal]:**

- *Description:* Submitted false claims for government funds or avoidance of financial obligations to the government, particularly in relation to federally insured mortgage programs.
- *Penalty:* Penalties include treble damages (three times the amount of damages), fines, and potential exclusion from future government contracts or programs.
- *Responsible Parties:* Mortgage underwriting and claims processing departments.
- *Evidence of:* Whistleblower testimonies, government audit findings, and internal emails or documents indicating knowledge of fraudulent claims.
- *Oversight Authorities:* DOJ, HUD.

Bank Secrecy Act (BSA) Violations (31 U.S.C. §§ 5311-5314 and §§ 5316-5332) **[Civil/Criminal]:**

- *Description:* Neglected to implement adequate anti-money laundering (AML) procedures, allowing suspicious transactions to proceed without proper reporting.
- *Penalty:* Fines up to \$1 million per violation and potential imprisonment for involved individuals.
- *Responsible Parties:* AML compliance officers and senior bank management.
- *Evidence of:* Internal audit findings, FinCEN notices, and failed regulatory examinations.
- *Oversight Authorities:* FinCEN, OCC.

Fair Lending Violations (Equal Credit Opportunity Act(15 U.S.C. § 1691 et seq) and Fair Housing Act(42 U.S.C. § 3601 et seq)) **[Civil]:**

- *Description:* Engaged in discriminatory lending practices by denying loans to applicants based on race, color, religion, national origin, sex, marital status, or age.
- *Penalty:* Civil penalties include fines, damages to aggrieved individuals, and injunctive relief requiring changes in lending practices.
- *Responsible Parties:* Loan processing and underwriting departments.
- *Evidence of:* Statistical analyses of loan data, consumer complaints, and HUD investigations.
- *Oversight Authorities:* CFPB, HUD.

Trustee's Sale Violations (Idaho Code § 45-1502 et seq.) **[Civil]:**

- *Description:* Failure to follow statutory procedures for foreclosure auctions.
- *Penalty:* Possible invalidation of sale, fines, and injunctive relief.
- *Responsible Parties:* Trustees, law firms conducting the sale.
- *Evidence of:* Non-compliance with notification requirements and improper auction conduct.

- *Oversight Authorities:* Idaho Department of Finance; Idaho Attorney General's Office.

Idaho Consumer Protection Act Violations (Idaho Code §§ 48-601 et seq.) [Criminal/Civil]:

- *Description:* Engaging in deceptive practices related to the foreclosure process and auction, including bid rigging and price fixing..
- *Penalty:* Fines, restitution, and injunctive relief as determined by the court. Civil penalties include fines and damages; criminal penalties may result in imprisonment based on the violation's impact.
- *Responsible Parties:* Developers, BoA officials, and associated law firms.
- *Evidence of:* Misleading communications and fraudulent foreclosure notices.
- *Oversight Authorities:* Idaho Attorney General's Office.

Idaho Unfair Trade Practices Act (Idaho Code § 48-603) [**Civil**]:

- *Description:* Conduct constituting unfair methods of competition or deceptive acts in commerce.
- *Penalty:* Fines and possible injunctive relief.
- *Responsible Parties:* Developers, BoA officials.
- *Evidence of:* Practices that harm consumer interests or competition.
- *Oversight Authorities:* Idaho Attorney General's Office.

Idaho Fraudulent Conveyance Act (Idaho Code §§ 55-913 et seq.)

[**Civil/Criminal**]:

- *Description:* Transferring property with the intent to defraud creditors or avoid financial obligations.
- *Penalty:* Penalties may include voiding of the transaction, fines, and possible criminal charges depending on intent and severity.
- *Responsible Parties:* Any party involved in the manipulation of property titles or assets to hinder, delay, or defraud creditors.
- *Evidence of:* Property transfers or documentation that lack legitimate purpose and benefit financially distressed entities.
- *Oversight Authorities:* Idaho Attorney General's Office; Local District Attorney.

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IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT  
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

PETITION TO MODIFY  
OR AMEND AN COMPLAINT

DEMAND FOR JURY

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8	<u>STATUTES:</u>	
9	Idaho Code § 1-705 (jurisdiction — original and appellate).....	5
10	Idaho Code § 28-2-302 (unconscionable contract or clause).....	15
11	Idaho Code § 5-401 (actions relating to real property) .....	6
12	Idaho Code § 5-514 (acts subjecting persons to jurisdiction of courts of state) .....	6
13	<u>US CODE:</u>	
14	15 U.S.C. § 1601 et seq. (truth in lending act).....	15
15	<u>RULES:</u>	
16	Idaho Rules of Evidence Rule 501 (habit; routine practice).....	12
17	Idaho Rules of Evidence Rule 702 (testimony by expert witnesses) .....	12
18	<u>REGULATIONS:</u>	
19	C.F.R. § 1026.1 (regulation Z) .....	15
20	Idaho Const. art. V, § 20 (jurisdiction of district court) .....	5
21	<u>OTHER AUTHORITIES:</u>	
22	<b>FEDERAL FINANCIAL INSTITUTIONS EXAMINATION COUNCIL</b>	
23	<a href="https://www.ffiec.gov/npw/Institution/Profile/1073757">https://www.ffiec.gov/npw/Institution/Profile/1073757</a> .....	4
24	Reuters <a href="https://www.reuters.com/article/us-bankofamerica-settlements-factbox/factbox-bank-of-america-settlements-idUSKBN28D1BO">https://www.reuters.com/article/us-bankofamerica-settlements-factbox/factbox-bank-of-</a>	
25	<a href="https://www.reuters.com/article/us-bankofamerica-settlements-factbox/factbox-bank-of-america-settlements-idUSKBN28D1BO">america-settlements-idUSKBN28D1BO</a> .....	7

## I. TABLE OF EXHIBITS

29	H - Affidavit of Mailing .....	inst 905449
30	I - Affidavit of Mailing .....	inst 905033
31	J - Affidavit of Publication .....	inst 904190
32	K - Affidavit of Service .....	inst 904189
33	L - Affidavit of Compliance .....	inst 904188
34	M - Affidavit of Compliance .....	inst 904187
35	N - Affidavit of Mailing .....	inst 904186
36	O - Notice of Default .....	inst 902262
37	P - Appointment of Successor Trustee .....	inst 902078
38	Q - Assignment of Deed of Trust .....	inst 799540
39	R - Letter of Full Reconveyance .....	inst 775252
40	S - Substitution of Trustee .....	inst 775251
41	T - Deed of Trust in Question .....	inst 774964
42	U - Deed of Trust .....	inst 760926
43	V - Quitclaim deed .....	inst 760925
44	W - Warranty Deed .....	inst 760924



1 AA - Pattern of Behavior  
2 AB - Timeline  
3 AC - Mr. Bass' CV  
4 AD - Original Loan documents  
5 AE - Amortization-Schedule of Original Loan  
6 AF - Account History reported to Credit Bureau  
7 AG - Carrington CARES violations  
8 AH - Carrington forbearance expiring notice  
9 AI - Consumer Financial Protection Bureau  
10 AJ - Email causing discovery of activities  
11 AK - Forensic Typography analysis  
12 AL - Zions to Countrywide transfer notice 2008-10-01  
13 AM - HUD Don't Commit Loan Fraud Warning 2008-08-11  
14 AN - Zions transfer notice 2008-08-05  
15 AO - CW to BoA transfer notice 2009-10-01  
16 AP - BoA to BAC transfer notice 2009-10-03  
17 AQ - BAC transfer notice 2009-12-1  
18 AR - Appointment of Successor Trustee .. inst 906092  
19 AS - List of names that are not see as indispensable so far  
20 AT - Carrington billing for this case while saying they have been stalking mr. bass  
21  
22

## 23 O. PREAMBLE

24 COMES NOW Plaintiff, JEREMY L. BASS (hereinafter "Mr. Bass"), and respectfully moves  
25 this Court to allow Mr. Bass to amend its pleading for the proceedings over the property located  
26 at **1515 2<sup>ND</sup> AVE. LEWISTON ID 83501-3926** (hereinafter "THE PROPERTY" or "HOUSE" fully described  
27 in further reading). As grounds for this request, Mr. Bass respectfully asks the Court to review the  
28 following arguments and legal authorities in support of Mr. Bass' request.

29 In regards to the authority to allow the continued corrections until Mr. Bass has bridged  
30 the knowledge gaps, it can be found in similar rulings within this district, such as *Jesinoski v.*  
31 *Countrywide Home Loans, Inc.*, 574 U.S. 259 (2015), which said: "a district court should grant leave  
32 to amend even if no request to amend the pleading was made unless it determines that the  
33 pleading could not possibly be cured by the allegation of other facts." *Cook, Perkiss & Liehe v. N.*  
34 *Cal. Collection Serv.*, 911 F.2d 242, 247 (9th Cir. 1990).

1 Mr. Bass would humbly admit to the misunderstanding that there was a need to submit  
2 the corrected complaint in accompaniment to the request to amend the complaint and not to  
3 wait for the approval to submit it. Mr. Bass doesn't intend to make light of the court's time, and  
4 great effort has been made to meet any shortfall of accuracy at each rushed filing. Failure to  
5 secure access to litigation services due to rampant conflicts of interest with every firm contacted  
6 that has a lawyer practicing under real-estate or contract law (without even getting to give  
7 details) is a stifling handicap when dealing with such a complicated matter.

8 Ignorance of the law is not an excuse, but lack of access to remedy ignorance is. Mr. Bass  
9 appreciates the understanding of the delays and slower execution of actions. With the utmost  
10 diligence and determination, Mr. Bass has been rigorously working on updating the entire docket,  
11 ensuring that all pertinent details are meticulously presented prior to the commencement of the  
12 trial. Should any essential updates not yet be included, they will be expeditiously integrated into  
13 this pleading, thereby exemplifying our steadfast commitment to accuracy and transparency in a  
14 manner befitting the gravity of judicial proceedings.

## 15 1. PLAINTIFF

16 1.1 Mr. Bass. is the individual that owns, has improved, and maintains THE PROPERTY

17 1.1.1 Mr. Bass has initiated these proceedings to protect THE PROPERTY against attempts of  
18 deprivation of rights by holding a ligament trustee's sale.

19 1.1.2 By reference, include Mr. Bass' description from the expert witness report.

20 1.1.3 Mr. Bass' primary and only residence is THE PROPERTY.

## 21 2. DEFENDANTS

22 2.1 Defendant BANK OF AMERICA CORPORATION. (hereinafter "BAC," "BoA," or Defendants)  
23 declared as an institution type of "Financial Holding Company – Domestic" with primary activity  
24 declared as "OFFICES OF BANK HOLDING COMPANIES," *FFIEC*

2.1.1 BAC is named in this complaint as they have held the claim of being the beneficiary and is the parent company of or having influence over other parties involved.

2.2 Defendant RECONTRUST COMPANY, N.A. (hereinafter "ReconTrust," "RT," or Defendants) is named even though BAC is ultimately the party that will be looked at for RT's actions.

2.3 The "Trustee" has the power to proceed with actions that can injure THE PROPERTY and Mr. Bass.

2.3.1 Michael J. Newell, c/o IDEA Law Group, LLC, ESQ. (hereinafter "Mr. Newell") The individual from IDEA Law Group acted as a trustee on behalf of BoA concerning the sale of THE PROPERTY.

2.3.2 Randall Szabo (hereinafter "Mr. Szabo"), the individual from IDEA Law Group, is the current purported Trustee acting on the will of BoA

2.4 Carrington Mortgage Services (hereinafter "Carrington") is a servicing company and attorney-in-fact for BoA.

2.5 Unknown Parties (hereinafter "DOE"), At this time, there are hints of other parties that may or may not be considered indispensable. Parties will be added or dropped as it's required or on leave of the court, and a list of people identified is shown in Exhibit AS

### 3. JURISDICTION AND VENUE

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

3.2 Personal Jurisdiction: This Court has personal jurisdiction over the Defendants pursuant to *Idaho Code § 5-514* because the Defendants have transacted business within the state, committed tortious acts within the state, and/or own, use, or possess real property within the state. Moreover, the Defendants' actions and conduct have had a substantial connection with the state, thereby satisfying the requirements of due process.

See also *Int'l Shoe Co. v. Washington*, 326 U.S. 310 (1945)

3.3 The venue is proper in this court because THE PROPERTY with the clouded slandered title is located in Nez Perce County, Idaho, as specified in *Idaho Code § 5-401*.

#### 4. INTRODUCTION

4.1 ReconTrust, owned by BoA, originated the manipulation of paperwork. BoA and its corporate group were cited twenty-five times in excess of \$47 billion for settlements or judgments in 4 years starting from 2008 when the loan for THE PROPERTY was executed, shown in EXHIBIT AA. By 2012 they admitted to all manner of frauds, including many elements of paperwork manipulation.

4.2 At present, further actions are pending against BoA from Ambac Financial Group, which, if successful, would increase the cumulative penalties to an amount exceeding the current \$93.7 billion. The evidence shown in EXHIBIT AA demonstrates a consistent pattern of conduct supporting the validity of the recent revelation of manipulated financial records identified in this case and others like the case of *Countrywide Home Loans, Inc. v. Sheets*, 160 Idaho 268 (Idaho 2016) (hereinafter "SHEETS CASE"). (hereinafter "SHEETS CASE"). The Letter of Full Reconveyance (hereinafter "LoFR") was a central topic of that case and played a more significant role than was realized then. Numerous other cases exhibit the same sequence of events, rendering it a statistical anomaly for the circumstances in the SHEETS

CASE to coincide nearly event by event with those in Mr. Bass' situation, particularly given the simultaneous settlements and judgments for engaging in fraudulent activities.

4.3 The contention is that the wrongful conduct was not confined to the discovered incidents but rather that various forms of fraud have been perpetrated throughout the entirety of BoA and its affiliated entities.

4.4 As of 2021, Bank of America has paid approximately \$77 billion in fines and settlements related to its mortgage practices during the financial crisis. However, this amount is subject to change as ongoing investigations uncover more information. Consequently, it may become necessary to amend or correct the pleadings, including the addition or removal of indispensable or dispensable parties, as well as address any other pertinent matters in reference to this filing..

4.5 Regarding the estimated fines, Bank of America has paid approximately \$77 billion in fines and settlements related to its mortgage practices during the financial crisis as of 2021, Reuters. However, as ongoing investigations uncover more information, the cumulative penalties may increase beyond the current amount of \$93.7 billion, as mentioned in paragraph 42.

## **5. FACTUAL ALLEGATIONS**

5.1 Mr. Bass possesses extensive digital technologies and graphic arts expertise, as evidenced by his 30-year career outlined in EXHIBIT AC (his curriculum vitae or CV). His CV showcases numerous achievements and highlights, including access to advanced sensitive emergency and financial systems and a commitment to community service through roles such as Boy Scouts of America Scout/Cubmaster and PTA President. Notable clients and projects featured in his professional history encompass collaborations with President

1 Clinton's foundation and the development of the Clinton Health Foundation's Clinical  
2 HIV/AIDS Research and Trial database application.

3 5.2 Mr. Bass was the Lead Senior Full Stack DevSecOps for Finance and Administration at  
4 Washington State University, charged with writing software for public safety and  
5 emergency management to payroll and more. Mr. Bass had access to high-security  
6 systems like the Spillman RMSs for Washington State Police or the cameras for the city of  
7 Pullman/WSU. He carried out tasks like designing and implementing e-commerce systems,  
8 including accounting and financial software creations covering areas like real estate,  
9 controllers, and long-term endowments.

10 5.3 On Sept 8th, 2008, Mr. Bass entered into a loan agreement with Zions Bank (hereinafter  
11 "ZIONS") for the purchase of THE PROPERTY.

12 5.4 Mr. Bass took out a loan for \$146,418 at a rate of 6.375% to purchase THE PROPERTY  
13 secured by a deed of trust and a promissory note shown in EXHIBIT AD, pg. 5 & 7.

14 5.5 The rate of the loan Mr. Bass was paying was 4.357% when he entered into forbearance.

15 5.6 The rate of the note in question is 5% and was never used.

16 5.7 BoA's own paperwork is conflicting, where they sent letters to Mr. Bass saying that there  
17 was just a transfer that took place as shown in Exhibits AL, AM, AN, AO, AP, & AS, yet there  
18 is no record of that but there is record of the note in question making the note highly  
19 suspicious.

20 5.8 The balance on the loan for the second note is greater than the original loan despite a  
21 year's worth of payments, which would beg the question of why Mr. Bass would at a loss  
22 to him and a benefit to the defendants, enter in to another loan that was not even legally  
23 allowed to do anyways.

1 5.9 Defendant Mr. Newell, in courtroom 2 in the Nez Perce county district two on 2023-01-26 at  
2 approximately 10:26 am PST, attested to him affirming that the LoFR shown in EXHIBIT R in  
3 the defendant's view as being valid and correctly done.

4 5.10 The LoFR shown in EXHIBIT R was described as the loan with ZIONS being paid to  
5 satisfaction and recorded with the COUNTY on Nov 10th, 2009.

6 5.11 The original loan paperwork is clear on what to expect and what should happen when a  
7 sale of a loan from one lender to another occurs.

8 5.12 Land Title of Nez Perce County(hereinafter "LAND TITLE"), now Title One after being  
9 acquired by the firm based out of Boise Idaho, in 2021, was the original title company  
10 assigned as Trustee and picked by the trustor Mr. Bass at their original loan's time of  
11 execution.

12 5.13 The first knowledge of the alleged fraud came after the title officer from LAND TITLE on  
13 2021-11-16 emailed Mr. Bass following a conversation over THE PROPERTY, where the title  
14 officer explained the LoFR and then emailed it to Mr. Bass so he could see what was being  
15 explained to him. Showen in EXHIBIT AJ

16 5.14 The alleged fraud covers more than just Mr. Bass' account, which is highlighted by the  
17 SHEETS CASE, as there seems to be many more records all over the country when viewing  
18 other property records, which should warrant some more investigation.

19 5.15 It appears that in the SHEETS CASE, Mr. Sheets had the same set of happenings as Mr.  
20 Bass experienced.

21 5.16 BoA claimed it was a mistake that happened, and when asked how they had said they  
22 didn't know. "How the erroneous reconveyance came to be recorded is not clear. Bank of  
23 America claims that it caused the reconveyance to be recorded because it mistakenly

proceeded as if the 2009 Refinancing had closed." Countrywide Home Loans, Inc. v. Sheets, 160 Idaho 268, 271 (Idaho 2016).

5.17 In the approximate time span of twenty-four hrs. was the window of time between 2 Idaho-originated loans with a process that was not everyday happenings of a reconveyance, both occurring in the same window of time, with the same signatories, and the same notary.

5.18 Upon finding out the existence of erroneous filings shown with the SHEETS CASE, any reasonable assumption would be that the defendants would have done an internal audit regarding any other loans that may have been mistakenly processed and produced by the undersigner and notary the same way as BoA claimed had happened in the SHEETS CASE.

5.19 It's inconceivable that a financial institution that big would see and have to go to court over such purported mistakes and that they didn't bother to secure the integrity of their assets by ensuring that it was an isolated incident.

5.20 Despite knowing that Mr. Bass' account was invalidated, Carrington, who acted as the servicing arm for BoA, and before that, BAC, both had continued to collect on accounts they knew to be in error.

5.21 The SHEETS CASE by proxy has the statute of limitations still running as this is one fraud with many people, not many people, and many frauds; by contrast, they have continued enacting the fraud making it available for any of the other victims to seek action.

5.22 In the courtroom on Jan 26th, 2023, Mr. Newell's account of the order of paperwork appeared to be inconsistent with the actual events, and he made numerous assumptions about Mr. Bass' state of mind, motives, and objectives.



1 5.23 Mr. Bass wholeheartedly objects to each of the statements made that were made by Mr.  
2 Newell as personal and speculative, making them unusable points pursuant to Idaho R.  
3 Evid. 401, which addresses the relevance of evidence.

4 5.24 Mr. Bass would motion the court, if possible, for each of those assumptive assertions to  
5 be stricken from the record. "Evidence is relevant if: it has any tendency to make a fact  
6 more or less probable than it would be without the evidence;" Idaho R. Evid. 401; Although  
7 blatant attempts to guard shouldn't be surprising, where one hit the fuck around and find  
8 out button.

9 5.25 Regarding when Mr. Bass received paperwork to sign for any loan modification, Mr.  
10 Newell provided an inaccurate and slanderous account while present in court by stating  
11 that Mr. Bass had rejected a loan modification that would have aligned the loan with  
12 BoA's assessment of Mr. Bass' financial situation.

13 5.26 Mr. Bass can provide a wet ink copy of the original loan that he knows to be correct and  
14 legally binding, which Carrington and BoA by proxy, have attested to the importance of  
15 having the original copy in every attempt to have Mr. Bass sign backdated papers.

16 5.27 No original copy of the second note the Defendants claim to be real can be produced  
17 and confirmed when in court saying they can't produce any original paperwork.

18 5.28 For nearly a month, Mr. Bass was responsible for two loans, each with a value of  
19 ~\$148,612, totaling ~\$297,224.

20 5.29 A third party is needed to clarify the accounting questions in this proceeding. BoA has  
21 been proven not to be upfront or forth telling and has been shown to have been engaging  
22 in similar fraudulent activities. The main issue needing the third party is to prove that  
23 there was no unjust enrichment stemming from the extra ~\$150k of future revenue shown  
24 on paper which a bank would borrow against or use for other financial gains. If, in the

1 period where Mr. Bass was unknowingly responsible for the two loans, there was any gain  
2 that can be partly because of the value perceived on having the extra income, they are  
3 being unjustly enriched.

4 5.30 BoA was fined \$4 billion for inflating their books through various means.

5 5.31 EXHIBIT AA - a laundry list of offenses of the exact nature shows a pattern of fraud,  
6 "Evidence of a person's habit or an organization's routine practice may be admitted to  
7 prove that on a particular occasion the person or organization acted in accordance with  
8 the habit or routine practice. The court may admit this evidence regardless of whether it  
9 is corroborated or whether there was an eyewitness." *Idaho R. Evid. 501*

10 5.32 EXHIBIT AC - Mr. Bass is an expert in the field needed to show that the signatures are  
11 not valid. *Idaho R. Evid. 702*. Testimony by Expert Witnesses "A witness who is qualified as  
12 an expert by knowledge, skill, experience, training, or education may testify in the form of  
13 an opinion or otherwise if the expert's scientific, technical, or other specialized knowledge  
14 will help the trier of fact to understand the evidence or to determine a fact in issue."

## 15 6. CAUSE OF ACTIONS

### 16 6.1 Arguments (Overview)

17 6.1.1 In support of each of the following causes of action, Mr. Bass expressly incorporates and  
18 restates all preceding factual allegations and averments as if set forth in full within  
19 each specific cause of action.

20 6.1.2 Where possible Mr. Bass is not waving any rights, nor is he attesting that what is  
21 currently submitted is the last of the corrections, as he is having to be rushed at all  
22 turns to handle such a complex case on his own but at the defendants timing.

23 6.1.3 Mr. Bass respectfully requests that the Court reconsider its OPINION AND ORDER ON  
24 MOTION TO DISMISS AND STRIKE THE SUMMONS AND COMPLAINT and ORDER ON

1 MOTIONS FOR RECONSIDERATION. The defendants' motion attempted to evade its  
2 liability for its fraudulent behavior. Defendants committed fraud by concealing the  
3 existence of a second mortgage on the property, which put Mr. Bass at significant risk  
4 had they failed to put out the reconveyance. Defendants should not be rewarded for  
5 their bad-faith actions.

6 6.1.4 Mr. Bass has established the essential elements of the claim for fraud by showing that  
7 Defendants made a false representation of a material fact with knowledge of its falsity  
8 and with the intent to deceive Mr. Bass. Defendants concealed the existence of the  
9 second mortgage and its satisfaction. They continued to accept payments from Mr. Bass  
10 for years until covid hit. The continuous lies to keep the actions unnoticed and actions  
11 that are out of the normal but hidden from sight are why Mr. Bass was unaware of the  
12 second mortgage or conveyance. Mr. Bass immediately started to dig once the  
13 defendant's behavior differed from the norm. The defendants' conduct is  
14 unconscionable and violates the principles of equity and justice.

15 6.1.5 Defendants should not be allowed to keep the profits they gained from their fraudulent  
16 behavior, as that would be unjust enrichment. Mr. Bass has made payments on the  
17 property since the loan started, but those payments would and should not be  
18 considered a benefit to Defendants, as it obtained the payments by fraud and  
19 perpetuated its growth. The doctrine of unclean hands bars Defendants from profiting  
20 from their wrongdoing.

21 6.1.6 Mr. Bass' interest in the property is superior to that of the Defendants, as Mr. Bass'  
22 interests were transplanted from one title lineage that was unclouded to a new one  
23 with the second mortgage through fraud. Defendant has unclean hands, as it concealed  
24 the second mortgage by not following through with requirements to send the

1 paperwork to Mr. Bass despite it being said right on the top of the letter. Still, the  
2 Defendants kept this information from Mr. Bass and continued accepting property  
3 payments. Mr. Bass is entitled to relief in equity, and Defendants should be required to  
4 release the second mortgage and convey the property to Mr. Bass free and clear of any  
5 encumbrances as to keep it would be rewarded for the fraudulent behaviors. Still, more  
6 reasons to support Mr. Bass' requests will be further supported in the coming read.

7 6.1.7 Exclusion of Information Beyond the Statute of Limitations:

8 6.1.8 Mr. Bass asserts that any information regarding late payments or adverse financial  
9 history older than the applicable statute of limitations for credit reporting should not  
10 be used against Mr. Bass in this matter. Under Idaho law, the statute of limitations for  
11 reporting late payments and other negative financial information on a credit report is  
12 seven years (insert the correct duration as per Idaho law).

13 6.1.9 Mr. Bass contends that once the statute of limitations has expired, the negative  
14 information should no longer have any bearing on Mr. Bass' financial standing or ability  
15 to obtain credit. This is consistent with credit reporting statutes, which aim to provide a  
16 fair and accurate representation of an individual's creditworthiness while allowing them  
17 to move on from past financial mistakes.

18 6.1.10 Therefore, Mr. Bass respectfully requests that the Court exclude and deem inadmissible  
19 any information regarding late payments or negative financial history that is older than  
20 the applicable statute of limitations for credit reporting under Idaho law. This exclusion  
21 will ensure that Mr. Bass' financial background is accurately and fairly represented in  
22 this matter and will prevent Defendants from using outdated information to undermine  
23 Mr. Bass' claims or credibility.

24 6.1.11 The illegality of Borrowing money for a down payment on Another Loan:

1 6.1.11.1 Mr. Bass asserts that under Idaho law and federal lending regulations, it is  
2 generally prohibited to borrow money for the purpose of making a down payment on  
3 another loan. This prohibition is in place to ensure responsible lending practices and  
4 to protect borrowers from entering into unmanageable debt situations (see *Truth in*  
5 *Lending Act*, 15 U.S.C. § 1601 et seq.; *Regulation Z*, 12 C.F.R. § 1026.1 et seq.).

6 6.1.11.2 In the present case, BoA alleges that Mr. Bass paid off one loan with another loan  
7 and did so at a loss. Such an action, if true, would be inconsistent with Mr. Bass' best  
8 interests and raises questions about the legality and propriety of the loan transaction.

9 6.1.11.3 Mr. Bass contends that this alleged loan transaction, as described by BoA, is not  
10 only counterintuitive but also potentially in violation of lending regulations. By  
11 suggesting that Mr. Bass willingly participated in such a transaction, BoA is implying  
12 that Mr. Bass acted irrationally or with disregard for their own financial well-being. This  
13 argument is in line with the doctrine of unconscionability, which prohibits the  
14 enforcement of contract terms that are excessively one-sided or oppressive (see *Idaho*  
15 *Code § 28-2-302*).

16 6.1.11.4 Mr. Bass respectfully requests that the Court examine the legality of the loan  
17 transaction as described by BoA in light of relevant lending laws and doctrines. If the  
18 Court determines that the transaction is in violation of lending regulations or contrary  
19 to Mr. Bass' best interests, it should consider this finding as further evidence  
20 supporting Mr. Bass' claims and undermining BoA's position (see, e.g., *Williams v.*  
21 *Walker-Thomas Furniture Co.*, 350 F.2d 445 (D.C. Cir. 1965)).

22 6.1.11.5 The original loan expressly stated that the borrower, Mr. Bass, was to have used  
23 his own earned and saved funds to put as a down payment, which is inconsistent with  
24 using one loan to pay off another and is shown in EXHIBIT AD pg. 4 and many other

places.

**6.2 FIRST CAUSE OF ACTION (*Fraudulent Misrepresentation*)**

6.2.1 Defendants made a false representation of material facts. BoA has met this element in multitudes but used that ambiguity to mask their actions as a misdirection of sorts.

One example is the concealment of the LOFR.

6.2.2 The defendants knew the statement was false when making it.

6.2.3 Defendants intended for Mr. Bass to rely on the false statement.

6.2.4 Mr. Bass relied justifiably on the false statement.

6.2.5 Mr. Bass suffered damages due to their reliance on the Defendants' false statement, in an amount to be proven at trial.

**6.3 SECOND CAUSE OF ACTION (*Fraud*)**

6.3.1 Defendant Bank knowingly and intentionally created the second deed of trust and promissory note with the intent of deceiving Mr. Bass and avoiding the proper assignment process to gain benefit for appearing to have more than what was actually owed to BoA.

6.3.2 Mr. Bass reasonably relied on Defendant Bank's representations regarding the status of the loan, unaware of the unauthorized second deed of trust and promissory note.

When Mr. Bass expected the transfer as it was in the loan papers, although he protested, and there was nothing done that appeared to be out of line, Mr. Bass had no way to signal to him that a costly investigation needed to be done on his behalf.

6.3.3 As a direct and proximate result of Defendant Bank's fraudulent actions, Mr. Bass has suffered damages in an amount to be proven at trial.

**6.4 THIRD CAUSE OF ACTION (*Negligent Misrepresentation*)**

6.4.1 Defendant Bank negligently misrepresented the status of Mr. Bass' loan, creating a

second deed of trust and promissory note without Mr. Bass' knowledge or consent and without performing the proper assignment process.

6.4.2 Mr. Bass reasonably relied on Defendant Bank's representations regarding the status of the loan, unaware of the unauthorized second deed of trust and promissory note.

6.4.3 As a direct and proximate result of Defendant Bank's negligent misrepresentation, Mr. Bass has suffered damages in an amount to be proven at trial.

**6.5 FOURTH CAUSE OF ACTION (Breach of Contract)**

6.5.1 A valid and enforceable contract existed between Mr. Bass and Original Bank, which was transferred to Defendant Bank upon the purchase of the loan.

6.5.2 Defendant Bank breached the terms of the contract by creating a second deed of trust and promissory note without the knowledge or consent of Mr. Bass and without performing the proper assignment process.

6.5.3 As a direct and proximate result of Defendant Bank's breach of contract, Mr. Bass has suffered damages at an amount to be proven at trial.

**6.6 FIFTH CAUSE OF ACTION (*Unjust Enrichment - payments*)**

6.6.1 As a result of Defendant Bank's unauthorized creation of the second deed of trust and promissory note and subsequent actions, Defendant Bank has been unjustly enriched at the expense of Mr. Bass.

6.6.2 Mr. Bass has conferred a benefit upon Defendant Bank by providing capital to earn off as well as paying additional interest and fees on the second loan, as well as suffering damage to their credit and emotional distress.

6.6.3 Defendant Bank has knowingly and willingly accepted and retained this benefit under circumstances that make it inequitable for Defendants to retain the benefit without compensating Mr. Bass.

6.6.4 As a direct and proximate result of Defendant Bank's unjust enrichment, Mr. Bass has suffered damages at an amount to be proven at trial.

**6.7 SIXTH CAUSE OF ACTION (*Declaratory Relief*)**

6.7.1 An actual controversy has arisen and now exists between Mr. Bass and Defendant concerning the validity and enforceability of the second deed of trust and promissory note.

6.7.2 Mr. Bass seeks a judicial determination and declaration of the parties' rights and obligations under the loan agreement and the second deed of trust and promissory note, specifically declaring the second deed of trust and promissory note to be void and unenforceable.

**6.8 SEVENTH CAUSE OF ACTION (Violation of Idaho's Consumer Protection Act)**

6.8.1 Defendant Bank engaged in unfair and deceptive acts or practices in the conduct of its business by creating the unauthorized second deed of trust and promissory note, executing a full reconveyance on the first note, and attempting to have Mr. Bass sign a backdated new promissory note.

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

6.8.3 As a direct and proximate result of Defendant Bank's violation of *Idaho's Consumer Protection Act*, Mr. Bass has suffered damages in an amount to be proven at trial.

**6.9 EIGHTH CAUSE OF ACTION (*Unjust Enrichment – deed*)**

6.9.1 "Unjust enrichment occurs where a defendant receives a benefit which would be inequitable to retain without compensating Mr. Bass to the extent that retention is unjust." *Vanderford v. Knudson*, 144 Idaho 547, 558 (Idaho 2007). "The substance of an action for unjust enrichment lies in a promise, implied by law, that a party will render



1 to the person entitled thereto that which in equity and good conscience belongs to  
2 the latter." *Smith v. Smith, 95 Idaho 477, 484, 511 P.2d 294, 301 (1973)*. "The elements of  
3 unjust enrichment are that (1) a benefit is conferred on the defendant by the plaintiff;  
4 (2) Defendants appreciates the benefit; and (3) it would be inequitable for the  
5 defendant to accept the benefit without payment of the value of the benefit." *Teton*  
6 *Peaks Inv. Co., LLC v. Ohme, 146 Idaho 394, 398, 195 P.3d 1207, 1211 (2008)*. As a direct  
7 and proximate result of Defendant Bank's unjust enrichment, Mr. Bass has suffered  
8 damages in an amount to be proven at trial.

## 9 **7. PRAYER FOR RELIEF**

10 7.1 WHEREFORE, Mr. Bass prays for judgment against Defendants as follows:

11 7.1.1 For actual damages in an amount to be determined at trial, including but not limited to  
12 any costs and expenses incurred in connection with this action; and

13 7.1.2 For statutory damages, if any, as allowed by law; and

14 7.1.3 For a declaratory judgment that Mr. Bass' property is free and clear of any liens or  
15 encumbrances arising from the actions of Defendants; and

16 7.1.4 For costs of this action, including reasonable attorney's fees or the average cost of fees  
17 for compensation of Mr. Bass' time and efforts, where possible and the court would see fit  
18 and within the court's powers to do so; and

19 7.1.5 For pre-/post-judgment interest as allowed by law; and

20 7.1.6 A temporary restraining order or preliminary injunction, and permanent injunction  
21 enjoining Defendants, their agents, servants, employees, and attorneys, and all persons  
22 acting in concert or participation with them, from proceeding with the sale of the Property  
23 scheduled for Mar 31st, 2023, or later date; and

1 7.1.7 For an Order for Defendants to cover the costs and do the work to reset Mr. Bass' credit to  
2 a perfect score, as they are equipped to carry out the restoration with little effort; and

3 7.1.8 For an Order for Defendants to cover costs and facilitate any work needed to correct the  
4 tax implications, issues, debts, and or losses from past returns that Mr. Bass should have  
5 earned, which should be assessed and calculated by an agreed upon third-party; and

6 7.1.9 Grant such other and further relief as the Court deems just and proper; and

7 7.1.10 Mr. Bass preys that the American people will see orders to hold all defendants further  
8 accountable. We should see charges & appropriate indictments be taken against  
9 Defendants for their actions for someone to step in and cure the bluntly inflicted injury to  
10 the American population by yet another fraud. Mr. Bass preys to see a similar cap in size,  
11 break up, and all top management and C-suite are barred from the bank industry for life.  
12 Just like Wells Fargo, they made fake accounts, and it appears they were not the only  
13 ones. Like that disgraced bank, BoA and subsidies should be hobbled as they are not  
14 worthy of the power they hold now.

## 15 **8. Conclusion**

16 For the foregoing reasons, Mr. Bass respectfully requests that the Court allow the case to  
17 be heard and plead in a trial. Mr. Bass has suffered financial harm due to the Defendants'  
18 fraudulent behavior, and Defendants should be held liable for their conduct. Mr. Bass is entitled  
19 to the property free and clear of any encumbrances and to damages for the harm suffered.

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

Postal: Randall Szabo #10901  
IDEA Law Group, LLC  
4530 S. Eastern Ave., Ste. 10  
Las Vegas, NV 89119

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.

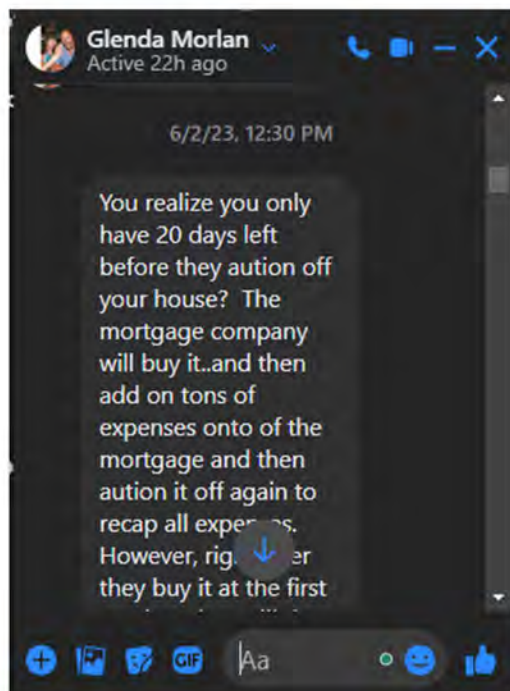
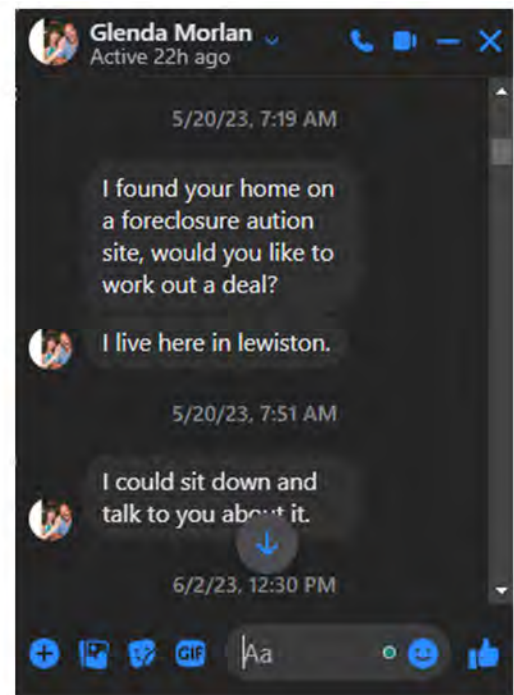
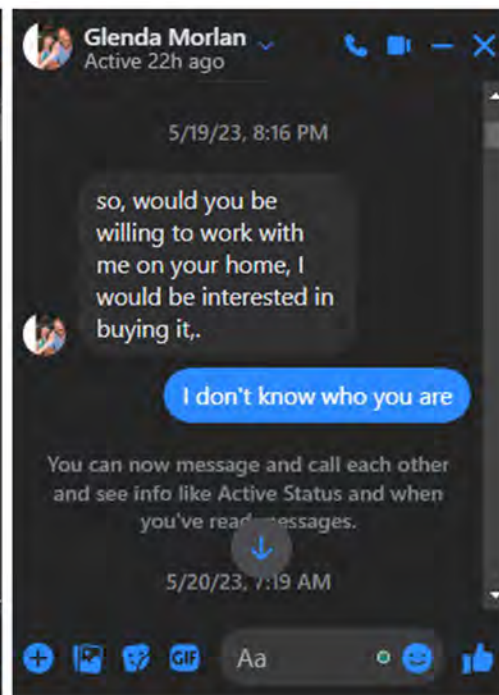
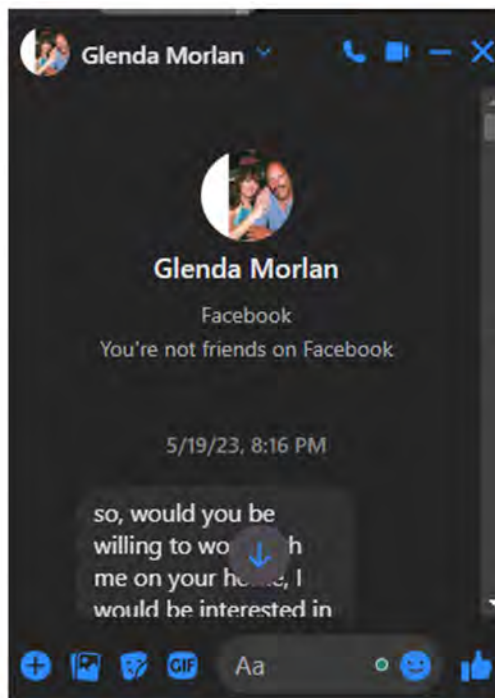
IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

\_\_\_\_\_  
Notary Public for Idaho

Residing at \_\_\_\_\_

Commission Expires: \_\_\_\_\_

# Local Developer trying to scare





Glenda Morlan Active 22h ago

However, right after they buy it at the first auction, they will do a Sheriff's eviction, that will only give you 30 minutes to get as much as you can out of the house. They will change the locks and issue you a restraining order to stay away from the property. Call me I will try to help you, cause at this point your bid is in a rock and hard place. Not easy. 208 553 8303

Glenda Morlan Active 22h ago

point your between a rock and hard place. Not easy. 208 553 8303

6/2/23, 12:49 PM

You don't want the truths

Try me, I have 30 years of real estate experience been there done that.

Right now, you only chance to get out

Glenda Morlan Active 22h ago

Right now, your only chance to get out without a foreclosure (that can stay on your credit for up to 10 years) and to walk away with funds is to do a quick sell and because of time it will have to be cash.

Right now because the bank has thier law firm in charge of your mortgage it is accumulating extra fees on top of

Glenda Morlan Active 22h ago

mortgage it is accumulating extra fees on top of penalties and late payments. All this is out of your control and unless you have the cash to bring it all current along with the other fees, it's a done deal, and believe me they have no pity for you as a customer.

I do see that the sell was for Dec right. I am sorry but I am fighting for everyone else. I know I could have sold the house and took the easy way out. I wasn't behind on payments. I didn't do anything more then say no, you committed mass fraud, I have mounds of evidence and I will not pay you for committing a crime. I you recall what Wells Fargo was caught doing they brought them to task a few years ago,

Glenda Morlan Active 22h ago

I do see that the sell was for Dec right. I am sorry but I am fighting for everyone else. I know I could have sold the house and took the easy way out. I wasn't behind on payments. I didn't do anything more then say no, you committed mass fraud, I have mounds of evidence and I will not pay you for committing a crime. I you recall what Wells Fargo was caught doing they brought them to task a few years ago,

Glenda Morlan Active 22h ago

doing that brought them to task a few years ago, think that but with home loans. The bank should not grt to commit crimes and then make the victims pay them too.

Not Dec. Your house is on auction June 22 2023 county court house

Idea law groun is in control of the foreclosure

Glenda Morlan Active 22h ago

control of the foreclosure

They have been postponing it since Dec because I am in suit with them

You can fight the fight, but right now they are going to win, and you will be homeless, under cut them first..so you can fight them. Tell me if you are going to move your stuff out with the

Glenda Morlan Active 22h ago

them. Tell me how are you going to move your stuff out with the sheriff eviction? Because at that point the law is on thier side. You'll only have 30 minutes.

Why would you say they would win.

Because your original mortgage contract at the closing says that once they have filed all paper work for

Glenda Morlan Active 22h ago

the closing spells out that once they have filed all paper work for a foreclosure you either have to pay all fees and penalties along with late payments before the week of the auction or you forfeit to the auction, believe me it's on your contract small print and you didn't even read it. So you gave the upper hand to foreclose just after 3



Glenda Morlan Active 22h ago

upper hand to foreclose just after 3 missed payments. Trust me no one reads it at closing, however you will have up to 180 days to pay the same amount that the auction brings in to cover the mortgage, auction fee, law fees, title fees, and sheriff's eviction, utilities and other that is paid for, however this Idaho law that I

Glenda Morlan Active 22h ago

however this is an Idaho law that I believe you signed away on your original contract with the mortgage owner.

they voided the contract when they forged my signature and create a brand new deed of trust when they bought the loan. i don't have a valid contract with them

here have a read if you

Glenda Morlan Active 22h ago

here have a read if you like  
<https://github.com/quantumJLBass/boa-fraud>

quantumJLBass/boa-fraud

GitHub - quantumJLBass/boa-fraud: An attempt to ...

This is a general practice on mortgage

Glenda Morlan Active 22h ago

This is a general practice on mortgage contracts set up so the mortgage company doesn't lose money.

i will not let them be rewarded for committing crimes by getting the house or another payment. it should bother everyone that they where doing that they did

6/2/23, 2:13 PM

Glenda Morlan Active 22h ago

6/2/23, 2:13 PM

Audio Call 27 mins

here i am going to share the filings with the court.  
<https://github.com/quantumJLBass/boa-fraud/tree/main/case/plaintiff/docs/2023-04-25>  
<https://github.com/quantumJLBass/boa-fraud/tree/main/case/plaintiff/docs/2023-03-30> .. that is the last of them.. and in there is each of the current paperwork. and the last filing with the

Glenda Morlan Active 22h ago

of the current paperwork. and the last filing with the postponement  
<https://github.com/quantumJLBass/boa-fraud/tree/main/case/plaintiff/docs/2023-04-25>  
cause BoA did me a favor a proved that the Carrington servicing was not in play till 2017 showing that them trying to have the paperwork for 2012 with their name on it if a attempt at forging paperwork making me a party to the crime which is

Glenda Morlan Active 22h ago

an attempt at forging paperwork making me a party to the crime which is why i wouldn't sign it in 2021 for papers dated 2012. this is the evidence pack  
<https://github.com/quantumJLBass/boa-fraud/tree/main/case/plaintiff/evidence/exhibits/BI-N> and what may make it clear is this timeline here..  
<https://github.com/quantumJLBass/boa-fraud/blob/main/case/plaintiff/evidence/exhibits/BI-N/Exhibit-AB-time-line-outline.pdf>

Glenda Morlan Active 22h ago

[mJLBass/boa-fraud/blob/main/case/plaintiff/evidence/exhibits/BI-N/Exhibit-AB-time-line-outline.pdf](https://github.com/quantumJLBass/boa-fraud/blob/main/case/plaintiff/evidence/exhibits/BI-N/Exhibit-AB-time-line-outline.pdf)

that is the progression, although i have some updates to it now to make but it gets the point. i will be done with my phone call in a like 15 mins, but thank you

quantumJLBass/boa-fraud

Glenda Morlan Active 22h ago

[boa-fraud/case/plaintiff/docs/BI-N/Exhibit-AB-time-line-outline.pdf](https://github.com/quantumJLBass/boa-fraud/blob/main/case/plaintiff/evidence/exhibits/BI-N/Exhibit-AB-time-line-outline.pdf)

6/2/23, 4:02 PM

I have to do some things and will be tied up until 6. i would still like to talk if that is ok after that or this weekend. thank you for taking the time.

1 *Jeremy L. Bass, Pro Se*  
2 *1515 2<sup>nd</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.,  
DOE I-X

Defendants.

Case No. CV35221875

**EXPERT WITNESS REPORT  
OF JEREMY L. BASS**

**DEMAND FOR JURY**

9  
10  
11 COMES NOW Plaintiff, JEREMY L. BASS, to present an Expert Witness Report. Pursuant to  
12 the *Federal Rules of Evidence 702*, I, Jeremy L. Bass, Pro Se, submit this Expert Witness Report to  
13 provide my expert opinion on the authenticity of the signature in question, which is purportedly  
14 mine, in connection with the Amended Complaint in the referenced case.

15  
16 **I. Qualifications and Expertise**  
17

18 As a recognized expert in digital technologies and graphic arts, my 30-year career has  
19 provided me with extensive experience in areas such as forensic document examination, digital  
20 forensics, and signature analysis. My curriculum vitae (CV), attached as EXHIBIT AC, demonstrates  
21 my professional achievements, including high-profile collaborations and a history of working  
22 with sensitive financial and emergency systems. My expertise is further evidenced by my tenure

1 as the Lead Senior Full Stack DevSecOps for Finance and Administration at Washington State  
2 University.

## 3 4 II. Scope of Investigation and Methodology

5 To determine the authenticity of the questioned signature, I conducted a comprehensive  
6 examination using the following industry-standard methods:

- 7  
8 1. Visual inspection and magnification of the original document(s) containing the signature  
9 in question;
- 10 2. Comparative analysis of the questioned signature with multiple known genuine  
11 signatures;
- 12 3. Assessment of signature characteristics, such as slant, pen pressure, and letter  
13 formation;
- 14 4. Evaluation of the presence or absence of natural variation;
- 15 5. Utilization of advanced digital forensic tools to detect signs of tampering or  
16 manipulation.

## 17 18 III. Expert Opinion and Analysis

19 Upon completion of the investigation, I have formed the following expert opinion based  
20 on the gathered evidence and my expertise in signature analysis:

21  
22 The questioned signature is highly likely not authentic and may be a forgery. The  
23 signature exhibits several significant discrepancies when compared to my known genuine  
24 signatures, including but not limited to:



1. The slant of the signature differs markedly from the consistent slant observed in my genuine signatures;
2. The strokes in the questioned signature is inconsistent and lacks the uniformity found in my authentic signatures;
3. The formation of certain letters in the questioned signature deviates from the established patterns observed in my genuine signatures; Most notably the 'B'
4. The questioned signature lacks the natural variation that is expected and consistently present in my genuine signatures.

In addition to the above discrepancies, my digital forensic examination uncovered signs of potential tampering or manipulation within the document containing the questioned signature. Notable is that the signatures are highly pixelated, more so than any surrounding text and the signature lines have a break which can happen when a digital copy paste is done as a white 'halo' will sometime be present on bad cropping or pasting. Although that is not a great indicator on its own it does add to the mountain of tells in these signatures purported to be Mr. Bass' own hand that produced them. These findings raise serious concerns about the authenticity of the signature and the integrity of the document as a whole.

The most damning aspect of the signature in question is that there is no 'a' in the last name. It's appearance is very much looking like 'Bss'. Mr. Bass is very confident in the fact that he knows how to spell his last name. His father gave it to him, passed down from generations, too far back to trace; he may never make it famous, but he'll never bring it shame, it's his last name.

1 IV. Conclusion

2 Based on the thorough examination, comparative analysis, and application of my  
3 expertise in signature and document analysis, I conclude that the questioned signature is highly  
4 likely not authentic and may be a forgery. This conclusion is supported by the substantial  
5 discrepancies observed between the questioned signature and my known genuine signatures, as  
6 well as the potential tampering or manipulation detected in the document. The only way to  
7 refute this analysis is for an examination of the wet inked copy to be carried out.

8  
9 In accordance with the Daubert Standard, which has been adopted in Idaho and governs  
10 the admissibility of expert testimony, my expert opinion is based on relevant and reliable  
11 methods, procedures, and principles that are generally accepted within the field of signature and  
12 document analysis. Furthermore, the General Electric Co. v. Joiner and Kumho Tire Co. v.  
13 Carmichael cases emphasize the role of trial judges as gatekeepers in determining the  
14 admissibility of expert testimony, including both scientific and non-scientific expert evidence.

15  
16 Under Federal Rules of Evidence 704(a), my expert opinion is offered to assist the trier of  
17 fact in this case and is not objectionable simply because it embraces an ultimate issue. It is  
18 important to note that the ultimate determination of whether the signature is authentic or  
19 forged will be made by the judge or jury.

20  
21 V. Disclosure of Facts, Data, and Expert Witness Discovery

22  
23 In compliance with IRCP 26(b)(5) and Federal Rules of Evidence 705, I have disclosed the  
24 following information to facilitate the discovery process for expert witnesses:

- 1  
2 1. My qualifications, including my curriculum vitae (CV), which provides a detailed account  
3 of my education, work experience, and professional accomplishments (attached as  
4 EXHIBIT AC).
- 5  
6 2. The subject matter of my testimony, which pertains to the authenticity of the questioned  
7 signature, its comparison with known genuine signatures, and the detection of any  
8 potential tampering or manipulation in the document.
- 9  
10 3. A summary of the facts and data underlying my expert opinion, including the methods  
11 and procedures used in my investigation, such as visual inspection, magnification,  
12 comparative analysis, assessment of signature characteristics, and digital forensic tools.
- 13

14 In accordance with Federal Rules of Evidence 705, I am prepared to disclose the specific  
15 facts or data underlying my expert opinion during my testimony, should the court or opposing  
16 counsel require further clarification or elaboration.

17

18 This Expert Witness Report is submitted in conjunction with the Amended Complaint and  
19 supporting documents filed in the case of J.Bass v. BoA, Case No. CV35221875. Please do not  
20 hesitate to contact me if you need additional information or clarification regarding the  
21 disclosure of facts, data, and expert witness discovery in connection with my Expert Witness  
22 Report.

23

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: \_\_\_\_\_

1 *Jeremy L. Bass, Pro Se*  
2 *1515 2<sup>nd</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.

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  
– CARRINGTON INTERACTIONS**

**DEMAND FOR JURY**

9  
10  
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 interactions with Carrington Mortgage. The reason for this affidavit is to help meet  
14 the page limits defined in District Local Rule Civ 7.1 (Civil) [v. 4].

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

- 17 1. Carrington had been servicing Mr. Bass' account from approximately 2015 as far as Mr.  
18 Bass recalls.
- 19 2. Mr. Bass saw that not only was Mr. Bass' ex-wife's name all over the papers.
- 20 3. Carrington's name was also all over the papers, despite the fact that they were not Mr.  
21 Bass' loan servicer for BoA until a couple of years later.

- 1 4. Carrington backdated the documents to 2012, even though it was 2021. Backdating  
2 documents can be considered a fraudulent activity, which might potentially be relevant  
3 in a civil RICO claim under *18 U.S.C. §§ 1961-1968*.
- 4 5. As Mr. Bass paused to look into the matter, Carrington sent Mr. Bass several new versions  
5 of the paperwork.
- 6 6. Carrington offered Mr. Bass a \$100 bribe (hereinafter "THE BRIBE", "BRIBING"), which  
7 could be considered coercion under contract law principles, potentially rendering the  
8 contract voidable or unenforceable under the *Restatement (Second) of Contracts § 175*  
9 *(1981)*.
- 10 7. Carrington called Mr. Bass every other day for months while the forbearance was in  
11 place.
- 12 8. Carrington sent a notary to Mr. Bass' door, trying to get Mr. Bass to sign. The notary sat  
13 with Mr. Bass for 45 minutes, waiting to get Carrington on his phone to no avail, which  
14 could potentially be considered an unfair or deceptive act or practice under *Idaho Code*  
15 *§ 48-603*.
- 16 9. Since Mr. Bass didn't have his ex-wife with Mr. Bass, the notary left, and Mr. Bass held  
17 onto his copy, which is shown in EXHIBIT AG.
- 18 10. The order of events was that in approximately December of 2021, Carrington asked Mr.  
19 Bass to sign a stack of papers. After reading what they asked Mr. Bass to sign, Mr. Bass  
20 found many grievances in the pile of documents, potentially violating the *Idaho*  
21 *Consumer Protection Act, Idaho Code § 48-601 et seq.*
  - 22 a. This occurred near the end of Mr. Bass' forbearance under the granted to him by  
23 *CARES Act, 15 U.S. Code § 9056 sec. 4022 (b)(2) foreclosure moratorium, and*  
24 *consumer right to request forbearance.*

- 1 11. "Upon a request by a borrower for forbearance under paragraph (1), such forbearance  
2 shall be granted for up to 180 days, and shall be extended for an additional period of up  
3 to 180 days at the request of the borrower" *Forbearance under the CARES Act, 15 U.S.*  
4 *Code § 9056(b)(2)* The duration of forbearance was limited at two 180 day periods for a  
5 total of 360 days.
- 6 12. According to Consumer Financial Protection Bureau (CFPB) website on the page titled  
7 "Extend your forbearance," it says that "You may request two additional three-month  
8 extensions, up to a maximum of 18 months of total forbearance" shown on *Extending*  
9 *your mortgage forbearance / Consumer Financial Protection Bureau website* shown in  
10 EXHIBIT AI.
- 11 13. The forbearance Carrington put Mr. Bass through was 24 months by the end, with EXHIBIT  
12 AH page 1 showing that the period was going to be extended one more month passed the  
13 23 months already applied. That is six months longer than Mr. Bass should have been on  
14 the forbearance.
- 15 14. On 11-16-2021 in response to odd behaviors stemming from Carrington's attempts to get  
16 Mr. Bass to sign the "fresh ink" copies of backed paperwork, Mr. Bass consulted with the  
17 title company, Land Title in Lewiston Idaho.
- 18 15. Land Title is who Mr. Bass knew to be the title company that he had chosen in the  
19 original settlement of acquiring the PROPERTY. Mr. Bass never received any notice  
20 otherwise that his choice of Trustee had been replaced. After explaining all the  
21 interactions between Mr. Bass and Carrington to the Title Officer at Land Title, Mr. Bass  
22 discovered the existence reconveyance and other instruments, invoking his rights under  
23 the *Real Estate Settlement Procedures Act (RESPA), 12 U.S.C. § 2601 et seq.*



1 16. Defendants admitted in court that they do not possess and will not be able to produce a  
2 wet ink copy of the relevant documents.

3 17. However, Mr. Bass has a bona fide wet ink copy and can provide them physically but has  
4 shown them in EXHIBIT AD as evidence in accordance with the *Best Evidence Rule*, as  
5 stated in the *Federal Rules of Evidence, Rule 1002*, and the *Idaho R. Evid. 1002*.

6 18. Mr. Bass was presented with another four variants of the backdated deed of trust, and a  
7 promissory note Carrington was despite for Mr. Bass to sign with the date of 2012 and  
8 having Carrington's name on the loan documents even though in 2012 they were not the  
9 servicer or the authorized agent for BoA which these four were presented over the  
10 course of a few months starting in 2021.

11 19. In addition to the four variations of documentation related to backdating, one distinct  
12 partial promissory note for \$7,392.91 was presented for signature in 2021, though the  
13 papers were dated 2012.

14 20. Mr. Bass has no idea where the partial promissory note seems from, nor was it made  
15 clear by Carrington or BoA where those came from.

16 21. After 15 years, Mr. Bass had gone in reverse as far as how much Mr. Bass owes compared  
17 to when Mr. Bass took out the loan purportedly.

18 22. On the loan modification papers sent in April 2022, it had a partial promissory note of  
19 \$14,390.38 with what appears to be an additional \$1500 with no reason for it, Mr. Bass  
20 just expected to accept it, or they would foreclose on his property.

21 23. The amount in the backdated documents totaled \$150,101.91 for 2012, giving a \$3682  
22 balance that only grew from 2008 to 2012 when the balance should have been closer to  
23 \$116,900, which is \$33,201 off the expected balance of that time.

- 1 24. As of April 2022, Carrington was saying that Mr. Bass owed \$129,541, which is  
2 approximately \$18,121 over what the Amortization Schedule would have Mr. Bass  
3 estimated amount, which should be at roughly \$111,420 if everything was to have gone  
4 correct starting from 2008.
- 5 25. The notes erroneously included the name "Aimee Bass." While her name was likely added  
6 due to our marital status at the time of the original loan, it is inaccurate as she was never  
7 a party to the loan, held any responsibility for it, or had any claim to THE PROPERTY at  
8 any time. Her inclusion in the documents was incorrect.
- 9 26. Carrington mortgage stressed the importance of getting a fresh ink copy of the  
10 backdated promissory notes and deed of trust for 2012 despite being in 2021.
- 11 27. Carrington felt it so necessary that Mr. Bass signed the backdated paperwork that they  
12 were BRIBING Mr. Bass signed the paperwork.
- 13 28. When Mr. Bass was finally exited from the forbearance period, he was presented in 2022  
14 with the mortgage modification papers from Carrington, which was the loan modification  
15 not signed referenced by Mr. Newell.
- 16 29. Carrington was pushing this new loan on Mr. Bass. All urgency or interest in if the papers  
17 they were backdating to 2012 were signed at all. Carrington went from bribing Mr. Bass  
18 into signing the backdated 2012 versions of paperwork claimed to have been absolutely  
19 necessary to sign because that is what the county needed, to skipping past that  
20 purported requirement as long as I signed these new papers as I exited the forbearance.
- 21 30. Carrington presented loan modification paperwork at the end of Mr. Bass' forbearance  
22 period in which there was not negotiations just a demand to sign them or be foreclosed  
23 on.

- 1 31. It appears that Carrington tacked on an additional \$1500 fee for doing the paperwork on  
2 the loan modification. That is contrary to the *CARES Act, 15 U.S. Code § 9056 sec. 4022*  
3 *(c)(1)*"...no fees, penalties, or interest (beyond the amounts scheduled or calculated as if  
4 the borrower made all contractual payments on time and in full under the terms of the  
5 mortgage contract) charged to the borrower in connection with the forbearance..."
- 6 32. Carrington in the refinance paperwork took a loan with 15 years left and reset the loan to  
7 30 years again, gaining 15 more years of profiting at homeowner's expense.
- 8 33. Carrington has been found guilty of many violations of the laws, as shown in EXHIBIT AG,  
9 which include the previous accounts of actions.
- 10  
11

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: \_\_\_\_\_

1 *Jeremy L. Bass, Pro Se*  
2 *1515 2<sup>nd</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.

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  
– DEFENDANT DETAILS**

**DEMAND FOR JURY**

9  
10  
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 the details of the defendants and  
13 reasons of inclusion or not. The reason for this affidavit is to help meet the page limits defined in  
14 District Local Rule Civ 7.1 (Civil) [v. 4] .

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

- 17 1. Defendant BANK OF AMERICA CORPORATION. (hereinafter "BAC" or Defendants) declared  
18 as an institution type of "Financial Holding Company – Domestic" with primary activity  
19 declared as "OFFICES OF BANK HOLDING COMPANIES", *FFIEC*

- 20 a. BAC is named in this complaint a they have held claim of beneficiary and are the  
21 parent company of many of the other parties involved or having an influence

1 over a party involved, making them one in the same as BoA, ReconTrust,  
2 CountryWide, MERS, Carrington, and others.

3 b. BAC was formed in Delaware.

4 2. Defendant RECONTRUST COMPANY, N.A. (hereinafter "ReconTrust," "RT," or Defendants)  
5 was a for-profit business entity permitted by the U.S. Office of the Comptroller of the  
6 Currency as a non-depository, uninsured, limited-purpose national trust bank.

7 a. RT is named despite its non-existence as it was a party set up as it's own, even  
8 though BAC is ultimately the party that will be looked at for RT's actions.

9 b. It appears ReconTrust was wholly owned by BoA.

10 c. RT was a California corporation and was a wholly-owned subsidiary of BoA.

11 d. RT foreclosed loans are serviced by BoA and its wholly-owned subsidiary, BAC  
12 Home Loans Servicing, L.P.

13 e. ReconTrust was acting as a foreclosure trustee in the State of Idaho.

14 f. Foreclosure trustees are responsible for conducting nonjudicial foreclosures,  
15 called Trustee's sales, in accordance with *Idaho Code § 45-1505* and the terms of  
16 the mortgage transaction documents.

17 g. "Trustee" means a person to whom title to real property is conveyed by a trust  
18 deed or his successor in interest for the limited purpose of the power of sale.

19 *Idaho Code § 45-1502*

20 h. Assignment as Trustee was purportedly given on 2009-11-02 through Substitution  
21 of Trustee recorded as instrument number 775251, as shown in EXHIBIT S.

22 3. The "Trustee" who has the power to proceed with actions that can injury THE PROPERTY  
23 and Mr. Bass.

24 a. It was said for the "trustee to have all the powers, effective forthwith."

1 b. Michael J. Newell, c/o IDEA Law Group, LLC, ESQ. (hereinafter "Mr. Newell") was  
2 the individual from IDEA Law Group acting as a trustee on behalf of BoA  
3 concerning the sale of THE PROPERTY.

4 i. Mr. Newell was the Trustee named by BoA, underpinning his inclusion in  
5 the complaint being that he was trying to conduct a sale of THE  
6 PROPERTY, and the TRO would be put to him as he can act independently  
7 if not named directly.

8 ii. Mr. Newell has been replaced, but he is still named due to his statements  
9 within the court and his activities.

10 iii. On 2022-08-02, Mr. Newell purportedly was named Trustee by the  
11 undersigned Ami Bhavsar, the Foreclosure Services Manager from BoA by  
12 Carrington as servicer and attorney-in-fact recorded with the Nez Perce  
13 County Clerk/Auditor/Recorder office (hereinafter "COUNTY" or "COUNTY  
14 RECORDER") as Instrument Number 902078 shown in EXHIBIT P pg. 1.

15 iv. Mailing address 4100 E. Mississippi Avenue, Suite 420, Denver, CO 80246  
16 is the most prominent used address presented when called for contact  
17 information, shown in EXHIBIT N pg. 1,3,6,11, in EXHIBIT O pg. 1, in EXHIBIT  
18 P pg. 1, and many others.

19 v. NOTICE OF APPOINTMENT NOT BEING SENT. NO CAUSE OF WHY THE  
20 TRUSTEE WAS REPLACED

21 c. Randall Szabo (hereinafter "Mr. Szabo"), the individual from IDEA Law Group, is  
22 the current purported Trustee acting on the will of BoA

23 i. Mr. Szabo was recorded at Trustee on 2023-03-09 with THE COUNTY  
24 shown in Exhibit AR.



1                                ii. Mr. Szabo has been named here as he has taken on the role of Trustee

2                                4. Carrington Mortgage Services (hereinafter "Carrington") is a servicing company and  
3                                attorney-in-fact for BoA.

4                                a. There are no Records of when they started to act as if they were the Trustee

5                                b. It appears Carrington is owned by BoA.

6                                c. Carrington is not listed anywhere as far as being the active Trustee.

7                                d. Carrington does not have a physical location in Idaho which goes against the  
8                                statute for doing business in the state of Idaho per *Idaho Constitution Article XI*  
9                                *Section 10 Idaho Const. art. XI, § 10.*

10                              5. Unknown Parties (hereinafter "DOE")

11                              a. At this time, there are hints of other parties that may or may not be considered  
12                              indispensable.

13                              b. Parties will be added or dropped as it's required or on leave of the court, and a  
14                              list of people identified is shown in Exhibit AS

15  
16  
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: \_\_\_\_\_

1 *Jeremy L. Bass, Pro Se*  
2 *1515 2<sup>nd</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.

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**

9  
10  
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 2<sup>nd</sup> 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 26<sup>th</sup>,  
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 10<sup>th</sup> 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  
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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: \_\_\_\_\_

1 Jeremy L. Bass, Pro Se  
2 1515 21st 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.,  
DOE I-X

Defendants.

Case No. CV35221875

ANOTHER SUMMONS ON  
AMENDED COMPLAINT

DEMAND FOR JURY

9  
10 Notice

11 You have been sued. The court may enter judgment against you without further  
12 notice unless you respond. Read the information below.

13 If you want to defend this lawsuit, you must file a written response (Answer or  
14 appropriate Rule 12 I.R.C.P. Motion) to the Amended Complaint at the Clerk of the District  
15 Court's office at: (mailing address, physical address if different, and telephone number of  
16 the court):

17 1230 MAIN STREET P. O. Box 896 Lewiston, ID 83501 Telephone 208-799-3077 888-

18 789-3193 Fax 208-746-7987 ,

19 within 14 days from now or within the original 21 days from the service of the Summons,  
20 whichever is longer. If you do not file an Answer or appropriate Motion the court may  
21 enter a judgment against you without further notice. A letter to the Judge is not an

1 appropriate written response. The written response must comply with Rule 2 and other  
2 Idaho Rules of Civil Procedure and include: your name, mailing address and telephone  
3 number; or your attorney's name, mailing address and telephone number; and the title  
4 and number of this case.

5 If your written response is an Answer, it must state the things you agree with and  
6 those you disagree with that are in the Amended Complaint. You must also state any  
7 defenses you have.

8 You must mail or deliver a copy of your response to the Plaintiff or Plaintiff's  
9 attorney (at the address listed above), and prove that you did.

10 To determine whether you must pay a filing fee with your response, contact the  
11 Clerk of the District Court.

12 If you are considering talking to an attorney, you should do so quickly to protect  
13 your legal rights.

14  
Dated this \_\_\_\_\_ day of \_\_\_\_\_.

CLERK OF THE DISTRICT COURT

By: \_\_\_\_\_  
Deputy Clerk

1 *Jeremy L. Bass, Pro Se*  
2 *1515 2<sup>nd</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.,  
DOE I-X

Defendants.

Case No. CV35221875

**MOTION FOR APPOINTMENT  
OF CO-COUNSEL**

**DEMAND FOR JURY**

9  
10 **1. Introduction**

11 COMES NOW Plaintiff, JEREMY L. BASS, a pro se litigant, respectfully moves the Court for  
12 the appointment of co-counsel to assist in the representation of their case. The Plaintiff  
13 faces challenges in navigating the complexities of the legal system and competing against  
14 experienced opposing counsel. This motion is grounded in the principles of fairness, equal  
15 access to justice, and effective representation for the Plaintiff.

16  
17 **2. Legal Authorities and Grounds for Appointment of Co-Counsel**

18 The following legal authorities support the appointment of co-counsel for the Plaintiff:

19 **I. U.S. Constitution:**

- 20 a. Fifth Amendment - Guaranteeing due process of law.
- 21 b. Fourteenth Amendment - Ensuring that no state shall deprive any person of life,  
22 liberty, or property without due process of law.

1 II. Idaho Code:

- 2 a. Idaho Code § 7-610 - Allowing the court to appoint counsel for an indigent person in civil  
3 cases.

4 III. Case Law:

- 5 a. Lassiter v. Department of Social Services, 452 U.S. 18 (1981) - Recognizing that due  
6 process may require appointment of counsel in certain civil cases.
- 7 b. In re Marriage of Cabrera, 122 Idaho 156, 159 (1991) - Noting that the appointment of  
8 counsel for indigent persons in civil matters is within the discretion of the court.
- 9 c. Bounds v. Smith, 430 U.S. 817 (1977) - Establishing the right to access legal resources and  
10 assistance for incarcerated individuals.
- 11 d. Airey v. Ireland, 32 Eur. Ct. H.R. (ser. A) (1979) - Holding that lack of legal assistance in civil  
12 cases may impair effective access to court when the case involves complex legal issues  
13 or when the litigant is at a significant disadvantage.
- 14 e. Smith v. Williams, 782 F.2d 867 (9th Cir. 1986) - Recognizing that pro se litigants are at a  
15 disadvantage due to their unfamiliarity with the rules of procedure and substantive law.
- 16 f. Turner v. Rogers, 564 U.S. 431 (2011) - Acknowledging that certain procedural  
17 safeguards may be required for unrepresented litigants in civil cases.

18 **3. Argument for Appointment of Co-Counsel**

19 I. The Plaintiff faces challenges due to their pro se status, which places them at a  
20 significant disadvantage against experienced opposing counsel. Furthermore, the  
21 Plaintiff lacks access to legal resources such as PACER, which hinders their ability to  
22 effectively research and prepare their case.

II. The appointment of co-counsel would help level the playing field by providing the  
Plaintiff with limited assistance in understanding complex legal issues, navigating

procedural rules, and accessing essential legal resources. This would ensure that the Plaintiff's right to due process and equal access to justice is protected.

III. The appointment of co-counsel would not shift full responsibility for the case from the Plaintiff to the appointed attorney. The co-counsel would serve in an advisory role for limited periods, such as a few hours of consultation or during pretrial sessions. This approach would maintain the spirit of pro se litigation, as the Plaintiff would continue to bear primary responsibility for their case.

IV. The Court has discretion to appoint co-counsel for indigent litigants in civil matters under Idaho Code § 7-610 and in accordance with the legal authorities discussed above. The appointment of co-counsel would serve the interests of justice by addressing the Plaintiff's disadvantages in terms of legal knowledge, experience, and access to resources.

V. By analogy, courts have recognized the need to provide assistance to individuals with mental disabilities or impairments in civil proceedings. This rationale supports the appointment of co-counsel for the Plaintiff, who faces similar disadvantages as a pro se litigant lacking the tools and experience of opposing counsel.

#### **4. Conclusion**

I. In light of the foregoing, the Plaintiff respectfully requests that the Court exercise its discretion and appoint co-counsel to assist in the representation of their case. By doing so, the Court would help ensure that the Plaintiff's right to due process and equal access to justice is protected, while maintaining the spirit of pro se litigation. This appointment would serve the interests of justice by addressing the Plaintiff's disadvantages in terms of legal knowledge, experience, and access to resources, thus creating a more equitable legal environment for all parties involved.

**TABLE OF AUTHORITIES**

**CASES:**

Airey v. Ireland, 32 Eur. Ct. H.R. (ser. A) (1979) . . . . .	2
Bounds v. Smith, 430 U.S. 817 (1977) . . . . .	2
Lassiter v. Department of Social Services, 452 U.S. 18 (1981) . . . . .	2
re Marriage of Cabrera, 122 Idaho 156, 159 (1991) . . . . .	2
Smith v. Williams, 782 F.2d 867 (9th Cir. 1986) . . . . .	2
Turner v. Rogers, 564 U.S. 431 (2011) . . . . .	2

**STATUTES:**

Idaho Code § 7-610 . . . . .	2, 3
------------------------------	------

**U.S. CONSTITUTION:**

Fifth Amendment . . . . .	1
Fourteenth Amendment . . . . .	1

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: \_\_\_\_\_

1 *Jeremy L. Bass, Pro Se*  
2 *1515 2<sup>nd</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.,  
DOE I-X

Defendants.

Case No. CV35221875

**MOTION FOR MOTION  
TO WAIVE BOND REQUIREMENT**

**DEMAND FOR JURY**

9  
10 COMES NOW, the Plaintiff, Jeremy L. Bass, and respectfully moves this court to waive the  
11 bond requirement for the temporary restraining order (TRO) issued in this case.

12 The *Idaho Rules of Civil Procedure 65(b)* provides that "the court shall require the party  
13 seeking the restraining order to give a bond in such sum as the court deems proper, payable to  
14 the adverse party, to the effect that the party so restrained shall not be injured by the order, and  
15 that the adverse party shall be compensated for any loss or damage sustained by the reason of  
16 the restraint if the court should finally determine that the restraint was wrongful or improper."

17 However, the Idaho rules also provide that a court may waive the bond requirement for  
18 parties constrained in financial hardship. In this case, Plaintiff is constrained in financial  
19 hardship and has no ability to post a bond. Requiring Plaintiff to post a bond would impose a  
20 severe financial hardship on Plaintiff.

1           The Plaintiff has gone over hindrances from legal access and funding in the MOTION FOR  
2 APPOINTMENT OF COUNSEL past filing, but at this moment selling anything he has is the only  
3 mode of personal finance as he seeks stability, a bond would put undue stress on Mr. Bass. The  
4 balance of hardships weighs heavily in favor of Mr. Bass, as the harm that he will suffer if the  
5 sale is allowed to proceed far outweighs any harm that the Defendants may suffer by delaying  
6 and preventing the sale. A bond would have little effect one way or another to the defendants,  
7 but greatly impact on the Plaintiffs ability to see this case be effectively litigated on his behalf  
8 given the complexity of this matter.

9           Therefore, Plaintiff respectfully requests that this court waive the bond requirement for  
10 the TRO issued in this case.

11  
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:

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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: \_\_\_\_\_

1

1 *Jeremy L. Bass, Pro Se*  
2 *1515 2<sup>nd</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.,  
DOE I-X

Defendants.

Case No. CV35221875

**MOTION FOR  
RECONSIDERATION  
OF TRO REQUEST  
OR REQUEST FOR  
PRELIMINARY INJUNCTION**

**DEMAND FOR JURY**

9  
10  
11 COMES NOW Plaintiff, JEREMY L. BASS (hereinafter "Mr. Bass"), and respectfully moves  
12 this Court for reconsideration of the previous denial of the temporary restraining order (TRO)  
13 and/or injunction, prohibiting Defendants, specifically Mr. Newell but including any other parties  
14 in this matter, from proceeding with the scheduled trustee's sale of the property located at **1515**  
15 **2<sup>nd</sup> AVE. LEWISTON ID 83501-3926** (hereinafter "THE PROPERTY" or "HOUSE" fully described in  
16 further reading). As grounds for this request, Mr. Bass respectfully asks the Court to review the  
17 following arguments and legal authorities in support of Mr. Bass' request:

18 "The court may, by injunction, on good cause shown, restrain the party in possession  
19 from doing any act to the injury of real property during the foreclosure of a mortgage thereon, or  
20 after a sale on execution before a conveyance." Pursuant to Idaho Code § 6-407 (2022), the court  
21 has the authority to issue an injunction to protect the owner's rights in real property during a  
22 foreclosure.

1 Due to the ongoing dispute over the property's ownership, the defendant's status seen  
2 as a valid trustee is uncertain since the Defendant's right to hold such a sale is intrinsically  
3 linked with the status of the property's ownership, and therefore their authority to execute the  
4 sale is questionable. Allowing the sale to proceed would cause irreparable harm to the Plaintiff's  
5 property rights. Therefore, the Plaintiff respectfully requests that the Court issue an injunction  
6 pursuant to Idaho Code § 6-407 to prevent the defendant from selling the property until final  
7 judgment is reached in this case, and to protect the Plaintiff's property rights during this dispute.

8 Additionally, Idaho Code § 6-409 (2022) provides that "An action for the recovery of real  
9 property against a person in possession cannot be prejudiced by any alienation made by such  
10 person, either before or after the commencement of the action."

11 The purpose of ID Code § 6-409 is to prevent a defendant in a real property action from  
12 selling or transferring the property to a third party in order to defeat the plaintiff's claim to the  
13 property. In this case, the defendant has already attempted to sell the property, and allowing the  
14 sale to proceed could prejudice the Plaintiff's right to recover the property. Therefore, the  
15

16 Plaintiff respectfully requests that the Court halt the sale until final judgment is reached  
17 in this case, in accordance with Idaho Code § 6-409 to ensure that the Plaintiff's right to recover  
18 the property is protected.  
19

20 Furthermore, Idaho Code § 6-418 (2022) provides that "The owner in the main action is  
21 entitled to an execution to put him in possession of his property in accordance with the  
22 provisions of this act, but not otherwise."  
23



1 This statute supports the Plaintiff's request for an injunction, as it confirms that the owner in the  
2 main action is entitled to possession of their property, and the Plaintiff is the owner in the main  
3 action. Allowing the sale to proceed would interfere with the Plaintiff's right to possession of  
4 their property. Therefore, the Plaintiff respectfully requests that the Court issue an injunction in  
5 accordance with Idaho Code § 6-418 to prevent the defendant from selling the property and  
6 interfering with the Plaintiff's right to possession.

7 In addition to protecting Mr. Bass' rights to litigate his case fully, he seeks that the defendant be  
8 barred from stalking him and his property, as shown in Exhibit AT, where they in the billing have  
9 line itemed Mr. Bass for these court proceedings and attorney a head of the conclusion of these  
10 matters, where in they state they have come on the property without permission from Mr. Bass,  
11 and have been taking pictures as well. This is completely unacceptable behavior and  
12 harassment. Mr. Bass has symptoms of PTSD and repeated trauma to deal with on top of these  
13 court matters, and that he has repeatedly been approached by strangers, and now knows that  
14 with out his knowledge people have been "inspecting" his property, only worsens his state. On  
15 approximately 2023-03-27 late at night an individual was caught trying to sneak on the property  
16 before being chased off. That was reported with the police. The defendants have continued to  
17 use the process to harass Mr. Bass by changing dates, forcing Mr. Bass to file with the courts,  
18 giving conflicting billing and other information with dates and amount that keep changing. The  
19 stalking must stop, and Mr. Bass prays that the courts will grant a TRO at the least but a  
20 preliminary injunction so that Mr. Bass and finish correcting his filings, finish building his case,  
21 and have a chance to at least get some professional review on his work done in this documents  
22 so he would be ready for a trial.

1 WHEREFORE, the Plaintiff respectfully requests that this Court issue a temporary restraining  
2 order prohibiting the sale of the property located at 1515 ST AVE. LEWISTON ID 83501-3926, and  
3 any other relief the Court deems just and proper,  
4  
5

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  
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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: \_\_\_\_\_

Jeremy L. Bass, Pro Se  
1515 2<sup>nd</sup> Ave  
Lewiston, ID 83501-3926  
Ph: 208-549-9584  
Quantum.J.L.Bass@RAWdeal.io

**IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT  
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

**NOTICE OF HEARING**

DATE: April 28TH, 2023  
TIME: 10:00 AM PST  
THE HON. JUDGE MOSMAN

**TO THE CLERK OF THE COURT AND TO DEFENDANTS 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,:**  
  
PLEASE TAKE NOTICE that the Plaintiff's MOTION FOR RECONSIDERATION and any related matters  
at the court's discretion will be held on April 28th, at 10:00 AM PST before Judge Mosman at the  
Nez Perce County District Court, located at Nez Perce County District Court Courthouse, 2nd Floor,  
1230 Main Street, Lewiston, ID 83501. The Clerk is instructed to note this hearing on the Court's  
Motion Calendar.

Parties may attend virtually. Information for virtual participation is provided below:

Join Zoom Meeting ID 95928411744

Meeting Password 12345

NOTICE OF HEARING  
+12133388477, 3416180058#,,, \*951885# US (Los Angeles)  
8778535247, 3416180058#,,, \*951885# US Toll-free

Dial by your location  
+1 213 338 8477 US (Los Angeles)  
877 853 5247 US Toll-free  
888 788 0099 US Toll-free  
833 548 0276 US Toll-free  
833 548 0282 US Toll-free  
Find your local number: <https://zoom.us/j/ad6zNiyL96>

Dated this 31 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 NOTICE OF HEARING to Defendants on March 31st, 2023, at the following email address and postal address:

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

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C T CORPORATION SYSTEM  
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STE 100  
BOISE, ID 83702

Jeremy L. Bass  
Plaintiff

\_\_\_\_\_  
Signature

# Timeline of loan arrangement

2008

LOAN HOLDER/SERVICER  
Zions/Zions  
?/CountryWide  
(It's seems as if the loan  
is still owned by Zions)

2008-09-05	Quitclaim deed recorded Inst. No. 760925 Exhibit V
2008-09-05	Warrenty Deed recorded Inst. No. 760924 Exhibit W
2008-09-05	Deed of Trust recorded Inst. No. 760926 Exhibit U
2008-11-01	Sale of Loan To CountryWide not recorded Exhibit AL

Mr. Bass's  
approximate debt

\$146,418

\$146,418

2009

BoA/BoA

2009-10-01	Notice of Sale or Transfer of loan not recorded Exhibit AO
------------	---

~\$144,600 \*Per Amortization

BoA/BAC

Unauthorized  
Loan with  
BoA



2009-10-16	Deed of Trust in Question recorded Inst. No. 774964 Exhibit T
------------	--

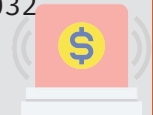
2009-10-30	Notice of Transfer of loan not recorded Exhibit AQ
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2009-11-10	SUBSTITUTION OF TRUSTEE recorded Inst. No. 775251 Exhibit S
------------	--

2009-11-03	Letter of Full Reconveyance Inst. No. 775252 Exhibit R
------------	---

2009-11-03	Notice of Servicing Transfer not recorded Exhibit AP
------------	---

~\$295,032



2009

BoA/BAC

\$148,614 \*Per Loan

BoA/BAC

2010

A normal  
timeline

Chain of Title  
broken timeline

2011

BoA/BAC

2012-03-20	ASSIGNMENT OF DEED OF TRUST recorded Inst. No. 799540 Exhibit Q
------------	---

2012

2013

2014

BoA/Carrington

2015-?-?	Transfer of Servicing NO RECORDS OF • NO NOTICES
----------	---

2015

2016

2017

2018

2019

2020

2021

2022

2022-08-09	2022-08-02	APPOINTMENT OF SUCCESSOR TRUSTEE recorded Inst. No. 902078 Exhibit P
------------	------------	--

2022-08-16	2022-08-17	NOTICE OF DEFAULT recorded Inst. No. 902262 Exhibit O
2022-11-16	2022-08-17	Affidavit of Mailing recorded Inst. No. 904186 Exhibit N
2022-11-16	2022-08-19	Affidavit of Compliance recorded Inst. No. 904187 Exhibit M
2022-11-16	2022-08-23	Affidavit of Compliance recorded Inst. No. 904188 Exhibit L
2022-11-16	2022-08-24	Affidavit of Publication recorded Inst. No. 904190 Exhibit J
2022-11-16	2022-08-31	Affidavit of Service recorded Inst. No. 904189 Exhibit K

2023

2023-01-06	2023-01-06	Affidavit of Mailing recorded Inst. No. 905033 Exhibit I
------------	------------	---

2023-01-31	2023-01-30	Affidavit of Mailing recorded Inst. No. 905449 Exhibit H
------------	------------	---

\$132,669 \*Purported  
w/random fees inc.

-\$24,881 \*Over Amortization  
estimation

DATE	DESCRIPTION	SETTLEMENT/JUDGMENT AMOUNT	
2012-09-01	Bank of America settles class action lawsuit brought by the bank's shareholders alleging that it provided "false and misleading statements about the health of" Merrill Lynch before its acquisition.	\$2.43 billion	\$2,430.000000
2012-07-01	Bank of America settles a class action lawsuit alleging that the bank "used deceptive marketing tactics to sign up and charge credit card customers for a useless credit-protection service."	\$20 million	\$020.000000
2012-07-01	A settlement is reached with Syncora Holdings regarding claims that the mortgage-bond insurer was duped into insuring Countrywide-issued mortgage-backed securities.	\$375 million	\$375.000000
2012-03-01	Bank of America settles with federal and state regulators and agencies related to faulty foreclosure and servicing practices. This was part of the National Mortgage Settlement.	\$11.82 billion (\$3.2 billion in federal and state payments; \$8.58 billion in relief to borrowers)	\$11,820.000000
2011-12-01	A settlement is reached with the U.S. Justice Department, which charged that Countrywide carried out a "widespread pattern or practice of discrimination against qualified African-American and Hispanic borrowers."	\$335 million	\$335.000000
2011-12-01	A settlement of a class action suit is reached against Merrill Lynch brought by investors alleging that the investment bank misled them about the risks associated with \$16.5 billion of mortgage-backed securities in 18 offerings made between 2006 and 2007.	\$315 million	\$315.000000
2011-08-01	Bank of America settles with the City of San Francisco over allegations that the bank's FIA Card Services used a rigged system to arbitrate credit card debt collection disputes.	\$5 million	\$005.000000
2011-06-01	Countrywide reaches a preliminary \$8.5 billion settlement with The Bank of New York Mellon and 22 institutional investors (including Goldman Sachs and Blackrock) over toxic mortgage-backed securities.	\$8.5 billion	\$8,500.000000
2011-05-01	Countrywide settlemes with the U.S. Department of Justice over allegations that Countrywide "wrongfully foreclosed upon active duty servicemembers without first obtaining court orders."	\$20 million	\$020.000000
2011-04-01	Countrywide settles with mortgage-bond insurer Assured Guaranty over toxic Countrywide-issued mortgage-backed securities.	\$1.6 billion	\$1,600.000000
2011-02-01	Bank of America settles a class action lawsuit claiming that it "improperly increased the interest rate on delinquent or defaulted FIA, MBNA, and Bank of America credit cards by calculating the rate increase starting at the beginning of the billing cycle in which the default or delinquency occurred."	\$10 million	\$010.000000
2011-01-01	Bank of America settles a class action debit-card overdraft lawsuit. Here's how one plaintiff described it: "The bank actively provides false or misleading balance information to these customers, including plaintiff, that in turn deceives these customers into making additional transactions that, in turn, will generate even more overdraft fees for the bank."	\$410 million	\$410.000000
2011-01-01	A settlement is reached with Freddie Mac to "end all claims, including future claims, related to mortgages sold through 2008 by Countrywide."	\$1.28 billion	\$1,280.000000
2011-01-01	A settlement is reached with Fannie Mae to settle claims on 12,045 Countrywide loans originated between 2004 and 2008.	\$1.52 billion	\$1,520.000000
2010-12-01	Bank of America settles with 19 state attorneys general and four federal agencies over bid-rigging charges in the municipal bond market.	\$137 million	\$137.000000
2010-11-01	Countrywide settles a class action lawsuit related to overcharging for mortgage insurance in violation of the Real Estate Settlement Procedures Act of 1974.	\$34 million	\$034.000000
2010-10-01	Bank of America covers part of former Countrywide CEO Angelo Mozilo's \$67.5 million civil fraud settlement with the Securities and Exchange Commission.	\$20 million	\$020.000000
2010-07-01	Bank of America settles class action antitrust claims regarding credit card arbitration.	\$0 (injunctive relief)	\$000.000000
2010-06-01	Countrywide settles with the Federal Trade Commission over allegations that it overcharged customers who were struggling to hang on to their homes.	\$108 million	\$108.000000
2010-05-01	Countrywide settles class action securities fraud claims made by institutional investors, including New York pension funds, alleging that the lender misled them about its health.	\$600 million	\$600.000000
2010-02-01	Bank of America completes a settlement with the Securities and Exchange Commission over its failure to "properly disclose employee bonuses and financial losses at Merrill Lynch before shareholders approved the merger of the companies in December 2008."	\$150 million	\$150.000000
2009-07-01	Bank of America settles a racial discrimination class action accusing it of "routinely giving black workers short shrift with respect to pay, advancement, and resources."	\$7.2 million	\$007.200000
2009-06-01	Bank of America completes a settlement with the Securities and Exchange Commission and several states over alleged misrepresentations the bank made to customers about the safety and liquidity of auction-rate securities.	\$4.5 billion in "restored liquidity" to the ARS market	\$4,500.000000
2009-01-01	Merrill Lynch settles a securities fraud case with institutional investors in its common and preferred shares between Oct. 17, 2006, and Dec. 31, 2008. The plaintiffs alleged that the investment bank inflated the price of collateralized debt obligations to boost its own share price.	\$475 million	\$475.000000
2008-10-01	Countrywide settles with 11 states over predatory lending allegations, including relaxing underwriting standards, structuring loans with risky features, and misleading consumers with hidden fees and fake marketing claims like its "no closing costs loan."	\$8.4 billion in "direct loan relief." At the time, "it was the largest predatory lending settlement in history, far exceeding the \$484 million deal struck in 2002 with the Household Finance Corporation." in the first 4 years after the sale of the property was executed 25 cases \$43.07 Billion in fines and or judgements and or as so noted above	\$8,400.000000 \$43,071.200000

DATE	DESCRIPTION	SETTLEMENT/JUDGMENT AMOUNT	
Pending	Bank of America is purportedly in the process of completing a settlement with mortgage-bond insurer Ambac Financial Group stemming from toxic mortgage-backed securities sold by the bank and its legacy companies (namely, Countrywide Financial) in the lead-up to the crisis.	According to Bank of America's latest annual report, Ambac is seeking \$2.5 billion in damages.	2500
2014-09-01	The Securities and Exchange Commission fined Bank of America after it over-reported its regulatory capital by \$4.3 billion.	\$7.65 million	7.65
2014-08-01	Bank of America settles with multiple state and federal agencies over the sale of shoddy residential mortgage-backed securities (principally by Countrywide Financial) in the lead-up to the financial crisis.	\$16.65 billion	16500
2014-07-01	Bank of America settles with American International Group over toxic mortgage-backed securities sold by the bank and its legacy companies.	\$650 million	650
2014-04-01	Bank of America was fined by the Consumer Financial Protection Bureau based on allegations that it "forced customers to sign up for extra credit card products."	\$727 million	727
2014-04-01	Bank of America settles securities fraud claims brought by Allstate.	Undisclosed (the lawsuit covered \$167 million in mortgage-backed securities)	167
2014-04-01	Bank of America settles securities fraud claims, principally related to RMBS sold by Countrywide Financial, brought by Allstate.	Undisclosed (Allstate was seeking \$700 million)	700
2014-03-01	Bank of America settles with Financial Guaranty Insurance Co. over toxic second-lien residential mortgage-backed securities.	\$950 million	950
2014-03-01	Bank of America settles with the Federal Housing Finance Agency over claims that the bank -- principally, Countrywide Financial -- defrauded Fannie Mae and Freddie Mac.	\$9.5 billion	9500
2014-03-01	Bank of America and former CEO Ken Lewis settle securities-fraud charges with the New York Attorney General related to the bank's 2008 acquisition of Merrill Lynch.	\$25 million	25
2014-02-01	Bank of America settles a class action force-placed insurance dispute, claiming that it engaged in a "kickback scheme inflating the cost of insurance that homeowners were forced to buy."	\$228 million (though QBE Insurance Corp. was included in the settlement)	228
2013-12-01	Merrill Lynch settles with the Securities and Exchange Commission related to the structuring and sale of complex mortgage securities to institutional investors in 2006 and 2007.	\$131.8 million	131.8
2013-12-01	Countrywide settles with Freddie Mac over faulty mortgages sold to the government-sponsored entity from 2000 to 2009.	\$404 million	404
2013-10-01	Bank of America was found liable for fraud over defective mortgages sold to Fannie Mae and Freddie Mac as a part of a shoddy home loan process at Countrywide known as the "Hustle."	\$1.3 billion	1300
2013-09-01	A settlement resolves claims that Bank of America employees made harassing debt-collection calls to customers' cell phones in violation of the 1991 Telephone Consumer Protection Act.	\$32 million	32
2013-09-01	The U.S. Department of Labor fines Bank of America for hiring practices that kept qualified black job applicants from getting jobs.	\$2.2 million	2.2
2013-09-01	Merrill Lynch settles a class action gender discrimination lawsuit brought by female brokers alleging they were "paid less than men and deprived of handling their fair share of lucrative accounts."	\$39 million	39
2013-08-01	Merrill Lynch settles class action racial discrimination lawsuit alleging that it segregated its workforce by, among other things, steering black brokers into clerical positions and reassigning their accounts to white workers.	\$160 million	160
2013-06-01	A settlement is reached over claims that Countrywide "deceptively lured consumers into buying loans with higher interest rates than originally promised."	\$100 million	100
2013-06-01	Bank of America is fined by the Financial Industry Regulatory Authority after an investigation found that the bank's brokers steered retail investors toward a type of mutual fund that was riskier than what they were seeking.	\$2 million	2
2013-05-01	A settlement resolves claims brought by mortgage-bond insurer MBIA related primarily to toxic mortgages originated mainly by Countrywide.	\$1.7 billion	1700
2013-04-01	A settlement of a class action securities-fraud lawsuit is reached involving Countrywide-issued mortgage-backed securities.	\$500 million	500
2013-04-01	Bank of America settles with the National Credit Union Administration to resolve claims stemming from sales of mortgage-backed securities to credit unions that led them to fail.	\$165 million	165
2013-02-01	A settlement is reached to resolve allegations that Merrill Lynch failed to pay proper overtime to its client associates.	\$12 million	12
2013-02-01	A settlement resolves a class action lawsuit alleging that Bank of America violated the Real Estate Settlement Procedures Act by failing to respond to mortgagees' requests for information relating to the servicing of their home loans.	\$19 million	19
2013-01-01	Bank of America joined with nine other lenders to resolve claims of foreclosure abuse related to the financial crisis. The aggregate settlement for all participants was \$8.5 billion.	\$2.9 billion	2900
2013-01-01	A settlement with Fannie Mae resolves claims that Bank of America -- namely, Countrywide -- sold tens of billions of dollars' worth of faulty mortgages to the government-sponsored entity.	\$11.2 billion	11200
		in the next 4 years from last set 27 more cases \$50.6 Billion in fines and or judgements and or as so noted above that is 52 cases and \$93.6 billion in total in an 8 year span.	50621.65



18729

760925

QUITCLAIM DEED

THIS INDENTURE, Made this 5 day of September, 2008, between

**AIMEE BASS, WIFE OF GRANTEE**, as Grantor and **JEREMY L. BASS, A MARRIED MAN DEALING WITH HIS SEPARATE PROPERTY**, as Grantee whose current address is:

1515 21st Avenue, Lewiston ID 83501

WITNESSETH That said Grantor for and in consideration in lawful money of the United States of America, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, do by these premises remise, release and forever QUITCLAIM, unto the said Grantee and to his/her/their heirs and assigns all that certain lot, piece or parcel of land and interest, situate, lying and being in, County of **Nez Perce**, State of Idaho, bounded and particularly described as follows, to wit:

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.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the Grantee and to his/her/their heirs and assigns forever.

IN WITNESS WHEREOF, The said Grantor have hereunto set their hands and seals the day and year first above written.

Dated: September 5, 2008

Aimee Bass  
Aimee Bass

760925

State of Idaho

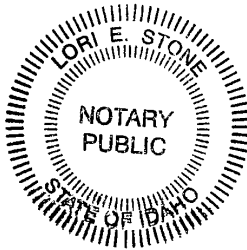
ss.

County of

Nez Perce

On this 5 day of September, 2008, before me, the undersigned, a Notary Public, in and for said State, personally appeared **AIMEE BASS**, known to me, and/or identified 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~~/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL



Lori E. Stone  
Notary Public

Residing at:

Clartston

Commission  
Expires:

04/28/2012

INST. NO. 760925  
FILED FOR RECORD  
FEE 1.00 REC. BY **LAND TITLE**

2008 SEP 8 PM 2 53

PATTY O. WEEKS  
RECORDER, NEZ PERCE CO. ID.  
BY [Signature] DEPUTY

18729

760924

**WARRANTY DEED**

THIS INDENTURE, made this 5 day of September 2008, by and between **ROGER H. TUTTY** and **PATRICIA A. TUTTY**, husband and wife, the GRANTORS, and **JEREMY ~~L~~BASS**, a married man dealing with his separate property, of 1515 – 21<sup>st</sup> Avenue, Lewiston, Idaho 83501, the GRANTEE:

**WITNESSETH:**

That the said Grantors, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, and other good and valuable considerations to them in hand paid by the Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said Grantee, his heirs and assigns forever, all of the following described real property situate in the County of Nez Perce, State of Idaho, to wit:

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.

TOGETHER with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, the remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to said property, as well in law as in equity of the said Grantors.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said Grantee and to his heirs and assigns forever.

AND the said Grantors, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said Grantee, his heirs and assigns, that at the time of the ensealing and delivery of these premises they were well seized of the premises above conveyed as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law in fee simple and have good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form aforesaid, and

WARRANTY DEED -1-

Law Offices of  
**Keeton and Tait**  
Lewiston, Idaho

760924

that the same are free and clear from all other and former grants, bargains, liens, taxes, assessments and encumbrances of whatever kind or nature whatsoever, EXCEPTING the levies, assessments and real property taxes for 2008.

AND the above bargained premises in the quiet and peaceable possession of the said Grantee, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said Grantors shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the day and year in this indenture first hereinabove written.

Roger H. Tutty  
ROGER H. TUTTY

INST. NO. 760924  
FILED FOR RECORD  
FEE 600 REC. BY LAND TITLE  
2008 SEP 8 PM 2 53

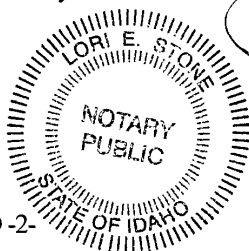
Patricia A. Tutty  
PATRICIA A. TUTTY

PATTY O. WEEKS  
RECORDER, NEZ PERCE CO. ID.  
BY [Signature] DEPUTY  
STATE OF Idaho )  
County of Nez Perce ) : ss.

On this 05 day of September, 2008, before me, Lori E. Stone, the undersigned, a Notary Public in and for said state, personally appeared **ROGER H. TUTTY** and **PATRICIA A. TUTTY**, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

(SEAL)



Lori E. Stone  
Notary Public for Idaho  
Residing at Clarkston  
My Commission Expires: 04/28/2012

WARRANTY DEED -2-

Law Offices of  
**Keeton and Tait**  
Lewiston, Idaho

18729

Prepared By:  
COLLEEN CURTIS  
ZIONS FIRST NATIONAL  
BANK, N.A.  
255 N. ADMIRAL BYRD RD  
SALT LAKE CITY, UT 84116  
(801) 326-5710

After Recording Return To:  
ZIONS FIRST NATIONAL  
BANK, N.A.  
255 N. ADMIRAL BYRD RD  
SALT LAKE CITY, UT 84116  
(801) 326-5710

INST. NO. **760926**  
FILED FOR RECORD  
FEE **27.00** REG. BY **LAND TITLE**  
2008 SEP 8 PM 2 54  
PATTY O. WEEKS  
RECORDER, NEZ PERCE CO. ID.  
By *[Signature]* DEPUTY

[Space Above This Line For Recording Data]

### DEED OF TRUST

BASS  
Loan #: 4558070001  
MIN: 100019545580700012  
PIN: RP L0880010010 A  
Casc #: 121-2492954-703

THIS DEED OF TRUST ("Security Instrument") is made on **SEPTEMBER 4, 2008**. The Grantor is **JEREMY L BASS, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY** ("Borrower"). The Trustee is **LAND TITLE OF NEZ PERCE COUNTY** ("Trustee"). The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as beneficiary. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. **ZIONS FIRST NATIONAL BANK, N.A.** ("Lender") is organized and existing under the laws of **UTAH**, and has an address of **255 N. ADMIRAL BYRD RD, SALT LAKE CITY, UT 84116**. Borrower owes Lender the principal sum of **ONE HUNDRED FORTY SIX THOUSAND FOUR HUNDRED EIGHTEEN Dollars (U.S. \$146,418.00)**. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **OCTOBER 1, 2038**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **NEZ PERCE County, Idaho: 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** which has the address of **1515 21ST AVENUE, LEWISTON, Idaho 83501** ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any

action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

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

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

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

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

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

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

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

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

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

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

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and

other hazard insurance premiums, as required;

Third, to interest due under the Note;

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

Fifth, to late charges due under the Note.

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

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

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

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

**6. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any

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application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

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

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

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

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

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

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



subsequent events.

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

**(e) Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note are not to be eligible for insurance under the National Housing Act within **60 days** from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **60 days** from the date hereof, declining to insure this Security Instrument and the Note shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

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

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

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

**13. 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 Lender's address stated herein or any other 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.

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

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

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

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

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

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

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

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

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

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

**18. Foreclosure Procedure.** If Lender requires immediate payment in full under Paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be

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entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

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

**19. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

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

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

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

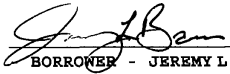

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The Following Rider(s) are to be executed by Borrower and are attached hereto and made a part thereof  
[check box as applicable]:

- ☐ Condominium Rider      ☐ Growing Equity Rider      ☐ Adjustable Rate Rider  
☐ Planned Unit Development Rider      ☐ Graduated Payment Rider  
☐ Other(s) [specify]

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

 9-5-08  
BORROWER - JEREMY L BASS - DATE -  
 9-5-08  
AIMEE BASS DATE

Witnesses:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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STATE OF ID

COUNTY OF NEZ PERCE

On this 5 day of September in the year 2008, before me Lori E. Stone  
personally appeared  
Jeremy L. Bass and Aimee Bass

known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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



Lori E. Stone  
Notary Public  
My Commission Expires: 04/28/2012

2000909916

Return To:  
BANK OF AMERICA, N.A.  
CA6-914-01-42 DOC PROCESSING  
P.O.Box 10423  
Van Nuys, CA 91410-0423

Prepared By:  
ELIZABETH WILLIAMS

INST. NO. **774964**  
FILED FOR RECORD  
FEE 2.00 REC. BY **ALLIANCE TITLE**  
2009 OCT 30 PM 3 15  
PATTY O. WELLS  
RECORDER, NEZ PERCE CO. ID.  
BY *P.O.* DEPUTY

[Space Above This Line For Recording Data]

ID1212658354703  
(Case #)

2000909916DG  
(Escrow/Closing #)

00021335494310009  
(Doc ID #)

State of Idaho

## DEED OF TRUST

FHA Case No.

ID1212658354703

MIN 1000255-0000291313-3

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

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

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

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

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

Dollars (U.S. \$148,614.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 01, 2039 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in NEZ PERCE County, Idaho:

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

Parcel ID Number: RPL0880010010AA

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

Page 1 of 6



\* 2 3 9 9 1 \*



\* 2 1 3 3 5 4 9 4 3 0 0 0 0 2 0 0 4 N \*

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CASE #: ID1212658354703

DOC ID #: 00021335494310005

which has the address of

1515 21ST AVE, LEWISTON  
[Street, City]

Idaho 83501-3926 ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

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

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

Borrower and Lender covenant and agree as follows:

**UNIFORM COVENANTS.**

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

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

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

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

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

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

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

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

Third, to interest due under the Note;

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

Fifth, to late charges due under the Note.

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

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

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

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

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

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

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

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

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

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

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

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



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

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

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

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

**13. 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 Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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

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

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

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

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

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

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

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CASE #: ID1212658354703

DOC ID #: 00021335494310009

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

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

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

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

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

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

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

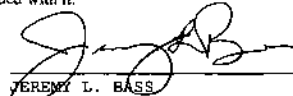
20. **Substitute Trustee.** Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein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

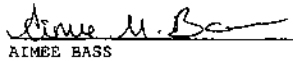
21. **Area and Location of Property.** The Property is (a) located within an incorporated city or village; (b) not more than 80 acres, regardless of its location, provided it is not principally used for the agricultural production of crops, livestock, dairy or aquatic goods; or (c) not more than 40 acres,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

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

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Growing Equity Rider    | <input type="checkbox"/> Other [specify] |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Graduated Payment Rider |  |

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

  
 JEREMY L. BASS (Seal)  
 - Borrower

  
 AIMEE BASS (Seal)  
 - Borrower

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

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

774964

CASE #: ID1212658354703

DOC ID #: 00021335494310009

STATE OF IDAHO,

On this 23 day of Oct. 2009

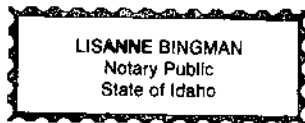
County ss:

Lisanne Bingham, a Notary Public in and for the said county and state,  
personally appeared

Jeremy L Bass & Annee Bass

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

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



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

774964

CASE #: 101212658354703

DOC ID #: 00021335494310009

**LEGAL DESCRIPTION EXHIBIT A**

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

*[Handwritten signature]*  
INITIAL  
*[Handwritten signature]*

Legal Description Exhibit A  
2C404-XX (06/08).01(d/t)

Page 1 of 1



\* 2 3 2 9 1 \*



\* 2 1 3 3 5 4 9 4 3 0 0 0 0 2 C 4 0 4 \*

\* 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. 775251

FILED FOR RECORD  
FEE 3<sup>00</sup> REC. BY \*

2009 NOV 10 AM 9 54

PATTY C. REAS  
RECORDER, NEZ PERCE CO. ID.  
BY 456 DEPUTY

When recorded return to:  
JEREMY L BASS  
1815 21st Ave  
Lewiston, ID 83501



UID: c5cee926-c643-4e7d-ac8f-c0c91e7f077e  
DOCID\_0001854989092005N

### SUBSTITUTION OF TRUSTEE

WHEREAS, JEREMY L BASS was the original Trustor, and Mortgage Electronic Registration Systems, Inc. was the original Beneficiary under that certain Deed of Trust dated 09/04/2008 and recorded on 09/08/2008, in Book N/A, Page N/A, Document #760926 of Official Records of NEZ PERCE County, State of Idaho.

WHEREAS, the undersigned Beneficiary is the present Beneficiary under said Deed of Trust and WHEREAS, the undersigned desires to substitute a new Trustee under Deed of Trust in the place and stead of said original Trustee named in said Deed of Trust.

NOW, THEREFORE, the undersigned hereby substitutes:  
ReconTrust Company, N.A.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes plural.

Mortgage Electronic Registration Systems, Inc.

Dated: 11-02-2009

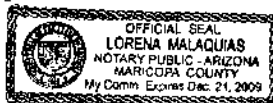
By Jewel Elsmere  
Jewel Elsmere, Assistant Secretary

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 entities upon behalf of which the person acted, executed the instrument.

My Commission expires: 12/21/2009

Lorena Malaquias  
Lorena Malaquias  
Notary Public for said State and County



\* 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 30 REC. BY \*

2009 NOV 10 AM 9 54

PATTY O. WEEKS  
RECORDER, NEZ PERCE CO. ID.

BY [Signature] 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

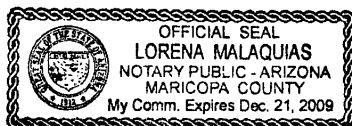
ReconTrust Company, N.A.

By: [Signature]  
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.



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

Instrument # 799540

NEZ PERCE COUNTY

3-30-2012

01:58:40 No. of Pages: 1

Recorded for: CORELOGIC SOLUTIONS LLC

PAITY WEEKS

Fee: 10.00

Ex-Officio Recorder Deputy

Under the ASSORTMENT

Recording Requested By:

Bank of America

Prepared By: Diana De Avila

888-603-9011

When recorded mail to:

CoreLogic

450 E. Boundary St.

Attn: Release Dept.

Chapin, SC 29036



DocID# 33121335494385395

Tax ID: RPL08800010010AA

Property Address:

1515 21st Ave

Lewiston, ID 83501-3926

DDO-ADT 1751993

3/7/2012

This space for Recorder's use

MIN # 1000255-0000291313-3

MERS Phone #: 888-679-6377

### ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834 does hereby grant, sell, assign, transfer and convey unto BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP whose address is 451 7TH ST SW #B-133, WASHINGTON, DC 20410 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: BANK OF AMERICA, N.A.

Original Borrower(s): JEREMY L BASS, A MARRIED MAN AS HIS SOLE & SEPARATE PROPERTY

Original Trustee: FIDELITY NATIONAL TITLE INSURANCE CO.

Date of Deed of Trust: 10/16/2009 Original Loan Amount: \$148,614.00

Recorded in Nez Perce County, ID on: 10/30/2009, book N/A, page N/A and instrument number 774964

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

~~MAR 20 2012~~

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.

By:

Swarupa Sree  
Swarupa Sree Vice President

State of California

County of Ventura

On MAR 20 2012 before me, Shannon Steeg, Notary Public, personally appeared Swarupa Sree, 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.

Notary Public: Shannon Steeg  
My Commission Expires: May 17, 2013



(Seal)

902078

APPOINTMENT OF SUCCESSOR TRUSTEE

KNOW ALL MEN BY THESE PRESENTS:

Jeremy L Bass, a married man as his sole and separate property as grantor(s), Fidelity National Title Insurance Co. as trustee, under Deed of Trust executed for the benefit and security of Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Bank of America, N.A., its successors and assigns as beneficiary recorded on 10/30/2009 as Instrument No. 774964, Mortgage Records of Nez Perce County, Idaho.

The undersigned Bank of America, N.A, who is the present beneficiary under said Deed of Trust, desires to appoint a trustee;

NOW THEREFORE, in view of the premises, the undersigned hereby appoints Michael J. Newell, c/o IDEA Law Group, LLC, whose address is 4100 E. Mississippi Avenue, Suite 420, Denver, CO 80246, as trustee, said trustee to have all the powers, effective forthwith.

DATED: 8/2/22

Instrument # 902078  
NEZ PERCE COUNTY, IDAHO  
08-09-2022 08:11:55 AM No. of Pages: 2  
Recorded for: IDEA LAW GROUP, LLC  
PATTY WEEKS Fee: \$10.00  
Ex-Officio Recorder Deputy Raquel Lewis  
Index to: APPMT/SUC TRUST (223)  
Electronically Recorded by Simplifile

Bank of America, N.A by Carrington  
Mortgage Services, LLC as servicer and  
attorney-in-fact

By: 

Ami Bhavsar  
Foreclosure Services Manager

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me a Notary Public in and for said State, personally appeared \_\_\_\_\_, and said person acknowledged they signed the instrument and acknowledged it as the \_\_\_\_\_ of Carrington Mortgage Services, LLC as servicer and attorney-in-fact for Bank of America, N.A, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument and on oath stated they are authorized to execute the instrument on behalf of said company.

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

See Attached

Notary Public: \_\_\_\_\_  
Name: \_\_\_\_\_  
Residing At: \_\_\_\_\_  
My Appt. Expires: \_\_\_\_\_

48043908



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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.

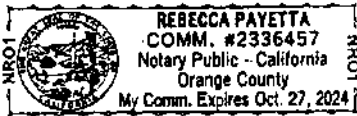
State of California }  
County of Orange }

On **AUG 02 2022** before me Rebecca Payetta, Notary Public,

Personally appeared Ami Bhavsar

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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE *Rebecca Payetta*

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of attached document**

Title or type of document: \_\_\_\_\_

\_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_

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

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

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

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

#### **NOTICE OF DEFAULT**

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

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

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

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

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

48043908

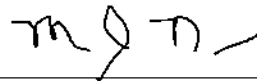
On the following-described real property in said County:

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

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

DATED: 08/16/2022

TRUSTEE:

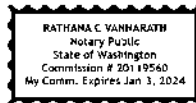


Michael J. Newell, 1953  
Attorney at Law

STATE OF WA )  
 ) ss:  
COUNTY OF King County )

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

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




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

This Notarization was conducted using online audio/video technology.

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

48043908

Instrument # 904186  
NEZ PERCE COUNTY, IDAHO  
11-16-2022 02:22:02 PM No. of Pages: 12  
Recorded for: IDEA LAW GROUP, LLC  
PATTY WEEKS Fee: \$43.00  
Ex-Officio Recorder Deputy Raqual Lewis  
Index to: AFF/MAILING (212)  
Electronically Recorded by Simplifile

**AFFIDAVIT OF CERTIFIED MAILING  
NOTICE OF DEFAULT AND  
NOTICE OF TRUSTEE'S SALE**

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF DENVER                    )

I, Theresa Scherenberg, being first duly sworn on oath, state:

That I am a citizen over the age of eighteen years, a United States Citizen, a resident of Jefferson County, Colorado, and not a party to the proceedings referred to in the attached Notice of Default and Notice of Trustee's Sale; that my business address is: 4100 E. Mississippi Avenue, Suite 420, Denver, CO 80246; that I served a copy of the attached Notice of Default, Notice Required by Idaho Code 45-1506C(1), Home Loan Modification Request Form required in section 45-1506C(2), the notice required by Idaho law as specified in 45-1504(3), and Notice of Trustee's Sale with Notice Required by Idaho Law attached thereto by placing said copies in an envelope which was then sealed and postage fully prepared thereof for registered and/or certified mail with return receipt requested, and was deposited in a United States Post Office in Denver, Colorado on August 17, 2022, addressed to the following:

Jeremy L. Bass  
1515 21st Ave.  
Lewiston, ID 835013926

Aimee M. Bass  
1515 21st Avenue  
Lewiston, ID 83501

Aimee M. Bass  
42338 Waha Rd  
Lewiston, ID 83501-7812

Aimee Marissa Taylor  
1515 21st Avenue  
Lewiston, ID 83501

48043908

Aimee Marissa Taylor  
42338 Waha Rd  
Lewiston, ID 83501-7812

I also certify that our office has complied with the Fair Debt Collection Practices Act Section 1692 SEQ by mailing the Fair Debt letter dated August 4, 2022, to Jeremy L. Bass at the address shown above.

And, that I served a copy of the attached Notice of Default and Notice of Trustee's Sale with Notice Required by Idaho Law attached thereto by placing said copies in an envelope which was then sealed and postage fully prepared thereof for registered and/or certified mail with return receipt requested, and was deposited in a United States Post Office in Denver, Colorado on August 17, 2022, addressed to the following:

Occupants  
1515 21st Avenue  
Lewiston, ID 83501

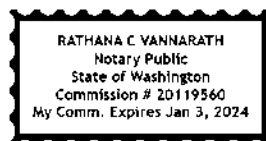
Sincerely,

*Theresa Scherenberg*

Theresa Scherenberg  
Legal Assistant  
Email: tscherenberg@idealawgroupllc.com

STATE OF WA )  
 ) ss.  
COUNTY OF King County )

On this 17<sup>th</sup> day of August, 2022, personally appeared Theresa Scherenberg, who acknowledged that she signed the within foregoing instrument as her free and voluntary act and deed for the uses and purposes therein mentioned.



*Rathana Vannarath*  
Notary Public for the State of Washington  
My Commission Expires 01/03/2024

This Notarization was conducted using online audio/video technology.

48043908

**Instrument # 902262**

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

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

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

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

**NOTICE OF DEFAULT**

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

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

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

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

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

48043908

902262

904186

On the following-described real property in said County:

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

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

DATED: 08/16/2022

TRUSTEE:

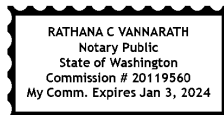


Michael J. Newell, 1953  
Attorney at Law

STATE OF WA )  
COUNTY OF King County ) ss:

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

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



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

This Notarization was conducted using online audio/video technology.

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

48043908

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

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

#### **NOTICE OF TRUSTEE'S SALE**

On **DECEMBER 30, 2022** at the hour of **11:00 A.M.** located on the **Front steps of the Nez Perce County Courthouse, 1230 Main Street, Lewiston, ID 83501** in Nez Perce County, State of Idaho.

**Michael J. Newell, as successor trustee, will sell at public auction to the highest bidder, payable, for certified funds, or the equivalent, which is lawful money of the United States of America, all payable at the time of sale in compliance with Section 45-1506(9) Idaho Code, the following described real property, situated in Nez Perce County, State of Idaho, and described as follows, to-wit;**

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

The Trustee has no knowledge of a more particular description of the above-referenced real property, but for purposes of compliance with Section 60-113 Idaho Code, the Trustee has been informed that according to the County Assessor's office, the address of 1515 21st Ave., Lewiston, ID 835013926, is sometimes associated with said real property.

Said sale will be made without covenant or warranty regarding title, possession or encumbrances to satisfy the obligation secured by and pursuant to the power of sale conferred in the deed of trust executed by Jeremy L Bass, a married man as his sole and separate property, as grantors to, Fidelity National Title Insurance Co., as trustee, for the benefit and security of Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Bank of America, N.A., its successors and assigns, recorded October 30, 2009, as Instrument No. 774964 Mortgage Records of Nez Perce County, Idaho. An Appointment of Successor Trustee was recorded on August 9, 2022 under Instrument No. 902078. Said Deed of Trust was assigned on March 20, 2012 to

48043908



Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP by an instrument recorded under Instrument No. 799540, on March 30, 2012.

THE ABOVE GRANTORS ARE NAMED TO COMPLY WITH SECTION 45-1506(4)(A), IDAHO CODE. NO REPRESENTATION IS MADE THAT THEY ARE, OR ARE NOT, PRESENTLY RESPONSIBLE FOR THE OBLIGATION.

The default(s) for which this sale is to be made is the failure to pay when due, under the Deed of Trust note, the following:

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

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

The current beneficiary has declared that the Grantor is in breach of the terms and conditions of the obligation secured by the deed of trust. The nature of the breach is Grantor's failure to pay when due the monthly payments of principal, interest applicable escrow account payments from July 1, 2020, together with all subsequent payments, costs, advances, attorney's and trustee's fees and costs accruing until the date of sale, full satisfaction, or reinstatement of obligation.

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

DATED: August 17, 2022

**TRUSTEE**

By: Michael Newell  
Michael J. Newell, #1953  
4100 E. Mississippi Avenue, Suite 420  
Denver, CO 80246  
(877) 353-2146

48043908

**LOAN MODIFICATION ASSISTANCE**

If you want to save your home from foreclosure but you cannot afford your current loan payments, you need to contact the beneficiary immediately to ask about any available loss mitigation programs. You may or may not qualify for a loan modification or other alternative to foreclosure.

You may request to meet with the beneficiary to discuss options for modifying your loan.

**IF YOU WANT TO APPLY FOR A MODIFICATION OF YOUR LOAN, YOU MUST COMPLETE AND RETURN THE ENCLOSED "MODIFICATION REQUEST FORM" BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED. THE BENEFICIARY MUST RECEIVE THE FORM ON OR BEFORE SEPTEMBER 21, 2022, WHICH IS THIRTY (35) DAYS AFTER THE DATE BELOW.**

WARNING: You may get offers from people who tell you they can help you keep your property. Never pay someone to help you obtain a loan modification. Help is available for free from housing counselors who are certified through the department of housing and urban development. Visit [www.hud.gov](http://www.hud.gov) for a current list of certified housing counselors in Idaho.

DATED: August 17, 2022

Beneficiary name: BANK OF AMERICA, N.A.

*Michael Newell*

Beneficiary's agent's signature:

Of IDEA Law Group, LLC

Beneficiary's telephone number: 800-561-4567

48043908

**HOME LOAN MODIFICATION REQUEST FORM**

**DEAR HOMEOWNER:** Idaho law requires BANK OF AMERICA, N.A. to offer you an opportunity to request a loan modification evaluation. You also have the option of meeting with BANK OF AMERICA, N.A. to discuss your home loan. The meeting may occur by telephone or in person 45 days after you return this form. We may request financial documentation from you during this time. **IMPORTANT:** If you previously applied for a modification and your application is pending, **call the person assigned to your modification file** to discuss how the Notice of Default affects your application.

WE MUST RECEIVE THIS FORM BY:

**SEPTEMBER 21,  
2022**

To request a loan modification review, check this box:

☐

To request a meeting with BANK OF AMERICA, N.A., check this box:

☐

(Please print legibly or type)

<b>Borrower's Name:</b>		
<b>Mailing Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Best Phone Number to Reach You at:</b>		<b>Best Time to Call:</b> <input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening
<b>Email Address:</b>		

(CONTINUED ON NEXT PAGE)

Return this form by the date noted above to the following address via certified mail, return receipt requested:

Bank of America, N.A.  
c/o Carrington Mortgage Services, LLC  
1600 S Douglass Rd  
Anaheim, CA 92806

If you have questions about this form, please call 800-561-4567.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Borrower's Signature**

-----For office use only-----

Loan No.	Property Street Address:		
City:	State: ID	Zip Code:	

**IMPORTANT NOTICE:  
YOU ARE IN DANGER OF LOSING YOUR PROPERTY  
IF YOU DO NOT TAKE ACTION IMMEDIATELY**

This notice concerns the mortgage loan for your property at 1515 21st Ave., Lewiston, ID 83501-3926.

You have not fulfilled your contractual obligations under the terms of your mortgage loan. Under Idaho law, the holder of your loan, "the beneficiary," can sell your property to satisfy your obligation.

As of August 1, 2022, you needed to pay \$28,059.14 to bring your mortgage loan current. That amount may have increased since that date and may include additional costs and fees described in the loan documents.

The beneficiary can provide you with the exact amount that you owe, but you have to ask. Call 800-561-4567 to find out the exact amount you must pay to bring your mortgage loan current and to obtain other details about your loan. You also can send a written request for this information by certified mail to:

Carrington Mortgage Services, LLC  
1600 S Douglass Rd  
Anaheim, CA 92806



**IDEA LAW GROUP, LLC**

4100 E. Mississippi Avenue, Suite 420 ■ Denver, CO 80246 ■ Tel: 877-353-2146

**NOTICE**

If you are the borrower in the deed of trust transaction described in this notice, and you are a member of the armed forces who is on active military duty or are a member of the National Guard and are deployed for active duty, please contact our office immediately to discuss alternatives to this foreclosure proceeding.

48043908

**NOTICE REQUIRED BY IDAHO CODE 45-1504 (3)**

**Mortgage foreclosure is a legal proceeding where a lender terminates a borrower's interest in property to satisfy unpaid debt secured by the property. This can mean that when a homeowner gets behind on his or her mortgage payments, the lender forces a sale of the home on which the mortgage loan is based. Some individuals or businesses may say they can "save" your home from foreclosure. You should be cautious about such claims. It is important that you understand all the terms of a plan to "rescue" you from mortgage foreclosure and how it will affect you. It may result in your losing valuable equity that you may have in your home. If possible, you should consult with an attorney or financial professional to find out what other options you may have. Do not delay seeking advice, because the longer you wait, the fewer options you may have.**

**Under Idaho law, you have five (5) days to rescind or undo certain contracts or agreements that relate to transferring interests in property or money in a foreclosure situation. An attorney or financial professional can tell you more about this option.**

48043908

904190

TRIBUNE PUBLISHING COMPANY, INC  
The Lewiston Tribune  
505 C St., P.O.Box 957  
Lewiston, Idaho 83501  
(208) 743-9411

Date: 09/14/2022 INVOICE NO. 170423  
Account No. 449500  
Description 170423 NOTICE:  
Times 4 Lines 108  
Tab. lines  
\$ 610.74

LEGAL ADVERTISING  
INVOICE

Sold To: IDEA LAW GROUP LLC  
4100 E MISSISSIPPI AVENUE, SUITE 420  
DENVER CO 80246

PO# Scherenberg, Theres

NOTICE: This is a invoice of Purchase made by you. Statement will be rendered the first of the month  
Please Retain This Invoice as Your Statement Will Refer to Invoice by No. Only.

Instrument # 904190

NEZ PERCE COUNTY, IDAHO  
11-16-2022 02:22:02 PM No. of Pages: 3  
Recorded for: IDEA LAW GROUP, LLC  
PATTY WEEKS Fee: \$16.00  
Ex-Officio Recorder Deputy Raquel Lewis  
Index to: PROOF/PUB (213)  
Electronically Recorded by Simplifile

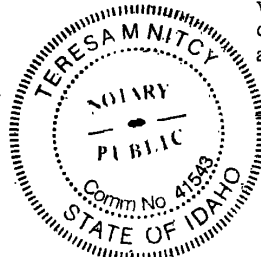
AFFIDAVIT OF PUBLICATION

Hollie K Vance, being duly sworn, deposes and says, I am the Legal Clerk of the Tribune Publishing Company, a corporation organized and existing under and by virtue of the laws of the State of Idaho and under and by virtue of the laws of the State of Washington, publishers of the Lewiston Tribune, a newspaper of general circulation published at Lewiston, Nez Perce County, Idaho; That the said Lewiston Tribune is an established newspaper and has been published regularly and issued regularly at least once a day for more than 105 consecutive years next immediately preceding the first publication of this notice, and has been so published uninterrupted for said period; that the 170423 NOTICE: attached hereto and which is made a part of this affidavit was published in the said Lewiston Tribune, 4 time(s). Publication being on 08/24, or once a week for 4 consecutive week the first publication thereof being on the 08/24/2022, and the last publication thereof being on the 09/14/2022, and said 170423 NOTICE: was so published in the regular and entire issue of said newspaper and was not in a supplement thereof and was so published in every issue and number of the said paper, during the period and times of publication as set forth above.

Hollie K Vance

State of Idaho  
S.S.  
County of Nez Perce

On this 14 day of Sept in the year of 2022, before me, a Notary Public, personally appeared Hollie K Vance, known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same.



Notary Public in, and for the State of Idaho,  
residing at Lewiston, therein  
Commission Expires 12/31/28



170423  
 NOTICE: YOU ARE HEREBY NOTIFIED THAT THE AMOUNT OF YOUR INDEBTEDNESS TO THE BENEFICIARY, THEIR SUCCESSORS IN INTEREST AND/OR ASSIGNEES AS RECITED BELOW, AS OF AUGUST 1, 2022, IS \$139,529.94. INTEREST (PRESENTLY AT THE RATE OF 4.3750% PER ANNUM), AND FEES AND COSTS WILL CONTINUE TO ACCRUE AFTER THE DATE OF THIS NOTICE/LETTER, UNLESS YOU DISPUTE THE VALIDITY OF THE DEBT, OR ANY PORTION THEREOF WITHIN 35 DAYS AFTER RECEIVING NOTICE OF THIS DOCUMENT, THIS OFFICE WILL ASSUME THE DEBT TO BE VALID. IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN THE 35-DAY PERIOD THAT THE DEBT OR ANY PORTION THEREOF IS DISPUTED, VERIFICATION OF THE DEBT WILL BE OBTAINED AND MAILED TO YOU. UPON WRITTEN REQUEST WITHIN 35 DAYS, THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR, WILL BE PROVIDED.

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#### NOTICE OF TRUSTEE'S SALE

On DECEMBER 30, 2022, at the hour of 11:00 A.M. located on the Front steps of the Nez Perce County Courthouse, 1230 Main Street, Lewiston, ID 83501 in Nez Perce County, State of Idaho.

Michael J. Newell, as successor trustee, will sell at public auction to the highest bidder, payable, for certified funds, or the equivalent, which is lawful money of the United States of America, all payable at the time of sale in compliance with Section 45-1506(9) Idaho Code, the following described real property, situated in Nez Perce County, State of Idaho, and described as follows, to-wit;

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

The Trustee has no knowledge of a more particular description of the above-referenced real property, but for purposes of compliance with Section 60-113 Idaho Code, the Trustee has been informed that according to the County Assessor's office, the address of 1515 21st Ave., Lewiston, ID 835013926, is sometimes associated with said real property.

Said sale will be made without covenant or warranty regarding title, possession or encumbrances to satisfy the obligation secured by and pursuant to the power of sale conferred in the deed of trust executed by Jeremy L. Bass, a married man as his sole and separate property, as grantors to, Fidelity National Title Insurance Co., as trustee, for the benefit and security of Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Bank of America, N.A., its successors and assigns, recorded October 30, 2009, as Instrument No. 774964 Mortgage Records of Nez Perce County, Idaho. An Appointment of Successor Trustee was recorded on August 9, 2022 under Instrument No. 902078. Said Deed of Trust was assigned on March 20, 2012 to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP by an instrument recorded under Instrument No. 799540, on March 30, 2012.

THE ABOVE GRANTORS ARE NAMED TO COMPLY WITH SECTION 45-1506(4)(A), IDAHO CODE. NO REPRESENTATION IS MADE THAT THEY ARE, OR ARE NOT, PRESENTLY RESPONSIBLE FOR THE OBLIGATION.

The default(s) for which this sale is to be made is the failure to pay when due, under the Deed of Trust note, the following:

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

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

The current beneficiary has declared that the Grantor is in breach of the terms and conditions of the obligation secured by the deed of trust. The nature of the breach is Grantor's failure to pay when due the monthly payments of principal, interest applicable escrow account payments from July 1, 2020, together with all subsequent payments, costs, advances, attorney's and trustee's fees and costs accruing until the date of sale, full satisfaction, or reinstatement of obligation.

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

DATED: August 17, 2022

TRUSTEE

By: /s/ Michael Newell

Michael J. Newell, #1953

4100 E. Mississippi Avenue, Suite 420

Denver, CO 80246 (877) 353-2146

Instrument # 904187  
NEZ PERCE COUNTY, IDAHO  
11-16-2022 02:22:02 PM No. of Pages: 2  
Recorded for: IDEA LAW GROUP, LLC  
PATTY WEEKS Fee: \$13.00  
Ex-Officio Recorder Deputy Raquel Lewis  
Index to: MISC (216)  
Electronically Recorded by Simplifile

**AFFIDAVIT OF COMPLIANCE WITH IDAHO CODE SECTION 45-1506C**

COMES NOW Elizabeth Corral, being first duly sworn, deposes and says:

1. I am the Default Fulfillment Manager of CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND ATTORNEY-IN-FACT FOR BANK OF AMERICA, N.A. or the authorized agent of the current beneficiary of the Deed of Trust recorded as instrument number 774964, County of Nez Perce, Idaho ("the Deed of Trust").

☒ Beneficiary or Beneficiary's agent has complied with section 45-1506C, Idaho Code, by (a) evaluating the request for modification and providing a written response to the request as required in section 45-1506c(3), Idaho Code; and (b) if requested, scheduling, and if attended by the grantor of the Deed of Trust, attending in person or by telephone, the meeting required in section 45-1506c(4), Idaho Code, or

☐ The grantor of the Deed of Trust failed to request a modification or a meeting and consequently the grantor was not evaluated for a loan modification under Section 45-1506C(4), Idaho Code, and no meeting with Beneficiary or Beneficiary's agent was scheduled as required in section 45-1506C(4), Idaho Code.

BANK OF AMERICA, N.A. BY CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND ATTORNEY-IN-FACT

By Elizabeth Corral 8-19-22  
Default Fulfillment Manager

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that such officer or agent executed the same.

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

See Attached

Notary Public for \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

48043908

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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.

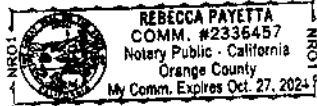
State of California }  
County of Orange }

On AUG 19 2022 before me Rebecca Payetta, Notary Public,

Personally appeared Elizabeth Corral

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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE *Rebecca Payetta*

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of attached document**

Title or type of document: \_\_\_\_\_

\_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_



Instrument # 904189

NEZ PERCE COUNTY, IDAHO  
11-16-2022 02:22:02 PM No. of Pages: 10  
Recorded for: IDEA LAW GROUP, LLC  
PATTY WEEKS Fee: \$37.00  
Ex-Officio Recorder Deputy Raquel Lewis  
Index to: AFFDT/SERVICE (208)  
Electronically Recorded by Simplifile

State of Idaho  
Nez Perce County Sheriff  
Civil Division  
Lewiston, ID 83501

Process Number: 22-C1947

Court Number: 48043908

I, Bryce Scrimsher, Sheriff of Nez Perce County Sheriff do hereby certify that  
I received the within and foregoing Notice of Default, Trustee Sale on 31st day  
of August, 2022, and that I served the same on:

POST  
1515 21ST AVE

(Addressee )

Lewiston, ID 83501

Served on: 31st day of August, 2022 at 13:45:11

by Egbert Gregory

Served to: Posted 1515 21st ave

Addressee

1515 21ST AVE

Lewiston, ID 83501

Returned on the 31st day of August, 2022

I also certify that I endorsed on the said copy the date of service, signed my  
name, and added my official title thereto.

Dated the 31st day of August, 2022

Fees:

Service: 0.00  
Mileage: 0.00  
Other : 10.00  
Total : *On* 10.00

Bryce Scrimsher, Sheriff  
Nez Perce County Sheriff, Idaho

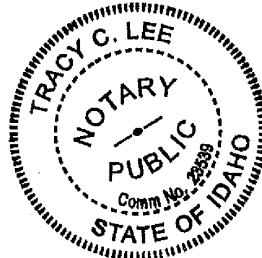
BY: *[Signature]*  
Authorized Representative  
Civil Division

State of Idaho )  
County of Nez Perce ) ss

Subscribed and sworn (or affirmed) before me  
this 31<sup>st</sup> day of August, 2022.

Notary Public  
Residing in Lewiston, ID

My commission expires on Jan. 25, 2025



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

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

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#### **NOTICE OF DEFAULT**

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

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

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

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

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

48043908

902262

904189

On the following-described real property in said County:

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

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

DATED: 08/16/2022

TRUSTEE:

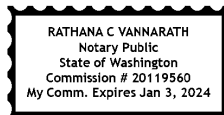


Michael J. Newell, 1953  
Attorney at Law

STATE OF WA )  
COUNTY OF King County ) ss:

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

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



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

This Notarization was conducted using online audio/video technology.

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

48043908



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On **DECEMBER 30, 2022** at the hour of **11:00 A.M.** located on the **Front steps of the Nez Perce County Courthouse, 1230 Main Street, Lewiston, ID 83501** in Nez Perce County, State of Idaho.

**Michael J. Newell, as successor trustee, will sell at public auction to the highest bidder, payable, for certified funds, or the equivalent, which is lawful money of the United States of America, all payable at the time of sale in compliance with Section 45-1506(9) Idaho Code, the following described real property, situated in Nez Perce County, State of Idaho, and described as follows, to-wit;**

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

The Trustee has no knowledge of a more particular description of the above-referenced real property, but for purposes of compliance with Section 60-113 Idaho Code, the Trustee has been informed that according to the County Assessor's office, the address of 1515 21st Ave., Lewiston, ID 835013926, is sometimes associated with said real property.

Said sale will be made without covenant or warranty regarding title, possession or encumbrances to satisfy the obligation secured by and pursuant to the power of sale conferred in the deed of trust executed by Jeremy L Bass, a married man as his sole and separate property, as grantors to, Fidelity National Title Insurance Co., as trustee, for the benefit and security of Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Bank of America, N.A., its successors and assigns, recorded October 30, 2009, as Instrument No. 774964 Mortgage Records of Nez Perce County, Idaho. An Appointment of Successor Trustee was recorded on August 9, 2022 under Instrument No. 902078. Said Deed of Trust was assigned on March 20, 2012 to

48043908

Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP by an instrument recorded under Instrument No. 799540, on March 30, 2012.

THE ABOVE GRANTORS ARE NAMED TO COMPLY WITH SECTION 45-1506(4)(A), IDAHO CODE. NO REPRESENTATION IS MADE THAT THEY ARE, OR ARE NOT, PRESENTLY RESPONSIBLE FOR THE OBLIGATION.

The default(s) for which this sale is to be made is the failure to pay when due, under the Deed of Trust note, the following:

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

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

The current beneficiary has declared that the Grantor is in breach of the terms and conditions of the obligation secured by the deed of trust. The nature of the breach is Grantor's failure to pay when due the monthly payments of principal, interest applicable escrow account payments from July 1, 2020, together with all subsequent payments, costs, advances, attorney's and trustee's fees and costs accruing until the date of sale, full satisfaction, or reinstatement of obligation.

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

DATED: August 17, 2022

**TRUSTEE**

By: Michael Newell  
Michael J. Newell, #1953  
4100 E. Mississippi Avenue, Suite 420  
Denver, CO 80246  
(877) 353-2146

48043908

State of Idaho  
 Nez Perce County Sheriff  
 Civil Division  
 Lewiston, ID 83501

Process Number: 22-C1947

Court Number: 48043908

I, Bryce Scrimsher, Sheriff of Nez Perce County Sheriff do hereby certify that  
 I received the within and foregoing Notice of Default, Trustee Sale on 31st day  
 of August, 2022, and that I served the same on:

OCCUPANT (Addressee )  
 1515 21ST AVE  
 Lewiston, ID 83501  
 Served on: 31st day of August, 2022 at 13:45:05 by Egbert Gregory  
 Served to: Jeremy Bass Addressee  
 1515 21ST AVE  
 Lewiston, ID 83501

Returned on the 31st day of August, 2022

I also certify that I endorsed on the said copy the date of service, signed my  
 name, and added my official title thereto.

Dated the 31st day of August, 2022

## Fees:

Service: 0.00  
 Mileage: 0.00  
 Other : 2.00  
 Total : 2.00

Bryce Scrimsher, Sheriff  
 Nez Perce County Sheriff, Idaho

BY: [Signature]  
 Authorized Representative  
 Civil Division

State of Idaho )

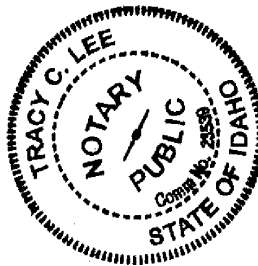
County of Nez Perce )

SS

Subscribed and sworn (or affirmed) before me  
 this 31<sup>st</sup> day of August, 2022.

Notary Public  
 Residing in Lewiston, ID

My commission expires on Jan. 25, 2025



**Instrument # 902262**

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

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

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

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

**NOTICE OF DEFAULT**

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

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

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

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

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

48043908

902262

904189

On the following-described real property in said County:

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

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

DATED: 08/16/2022

TRUSTEE:

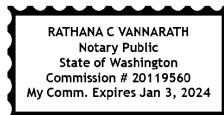


Michael J. Newell, 1953  
Attorney at Law

STATE OF WA )  
COUNTY OF King County ) ss:

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

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



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

This Notarization was conducted using online audio/video technology.

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

48043908

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

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#### **NOTICE OF TRUSTEE'S SALE**

On **DECEMBER 30, 2022** at the hour of **11:00 A.M.** located on the **Front steps of the Nez Perce County Courthouse, 1230 Main Street, Lewiston, ID 83501** in Nez Perce County, State of Idaho.

**Michael J. Newell, as successor trustee, will sell at public auction to the highest bidder, payable, for certified funds, or the equivalent, which is lawful money of the United States of America, all payable at the time of sale in compliance with Section 45-1506(9) Idaho Code, the following described real property, situated in Nez Perce County, State of Idaho, and described as follows, to-wit;**

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Said sale will be made without covenant or warranty regarding title, possession or encumbrances to satisfy the obligation secured by and pursuant to the power of sale conferred in the deed of trust executed by Jeremy L Bass, a married man as his sole and separate property, as grantors to, Fidelity National Title Insurance Co., as trustee, for the benefit and security of Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Bank of America, N.A., its successors and assigns, recorded October 30, 2009, as Instrument No. 774964 Mortgage Records of Nez Perce County, Idaho. An Appointment of Successor Trustee was recorded on August 9, 2022 under Instrument No. 902078. Said Deed of Trust was assigned on March 20, 2012 to

48043908

Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP by an instrument recorded under Instrument No. 799540, on March 30, 2012.

THE ABOVE GRANTORS ARE NAMED TO COMPLY WITH SECTION 45-1506(4)(A), IDAHO CODE. NO REPRESENTATION IS MADE THAT THEY ARE, OR ARE NOT, PRESENTLY RESPONSIBLE FOR THE OBLIGATION.

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

The current beneficiary has declared that the Grantor is in breach of the terms and conditions of the obligation secured by the deed of trust. The nature of the breach is Grantor's failure to pay when due the monthly payments of principal, interest applicable escrow account payments from July 1, 2020, together with all subsequent payments, costs, advances, attorney's and trustee's fees and costs accruing until the date of sale, full satisfaction, or reinstatement of obligation.

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DATED: August 17, 2022

**TRUSTEE**

By: Michael Newell  
Michael J. Newell, #1953  
4100 E. Mississippi Avenue, Suite 420  
Denver, CO 80246  
(877) 353-2146

**Instrument # 905033**

NEZ PERCE COUNTY, IDAHO  
01-06-2023 12:45:28 PM No. of Pages: 5  
Recorded for: IDEA LAW GROUP, LLC  
PATTY WEEKS Fee: \$22.00  
Ex-Officio Recorder Deputy Raquel Lewis  
Index to: AFF/MAILING (212)  
Electronically Recorded by Simplifile

**DECLARATION OF MAILING**



Reference No: 48043908  
Mailing Number: 0000257-01  
Type of Mailing: Letter

STATE OF CALIFORNIA }  
} SS  
COUNTY OF SAN DIEGO }

I, Charlene Broussard, declare as follows:

I am, and at all times herein mentioned, a citizen of the United States, over the age of eighteen years and a resident of San Diego County, California. I am not a party to the action/matter identified in the document(s) referenced below. My business address is iMailTracking, LLC, 9620 Ridgehaven Ct., Ste. A, San Diego, CA 92123.

At the request of IDEA Law Group LLC on 1/5/2023, I deposited in the United States mail a copy of the attached document(s), in separate sealed envelopes, in accordance with the checked mailing classes defined below, postage prepaid, to the address list on exhibit A, attached hereto and made a part hereof.

- ☒ First Class
- ☐ Certified
- ☐ First Class with Certificate of Mailing
- ☐ Certified with Return Receipt
- ☐ Certified with Return Receipt and Restricted Delivery
- ☒ Certified with Electronic Return Receipt
- ☐ Registered
- ☐ Registered International

Additional Services provided during the production of this mail order (if any):  
None

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

January 6 2023 San Diego, California  
Date and Location

[Signature]  
Declarant

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 CALIFORNIA  
COUNTY OF SAN DIEGO

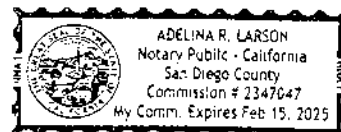
On January 6 2023 before me, Adelina R. Larson  
personally appeared Charlene Broussard, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on this 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]

(Seal)



iMailAffidavitNotary

Rev. 12/02/2020



**DECLARATION OF MAILING**

Reference No: 48043908  
 Mailing Number: 0000257-01  
 Type of Mailing: Letter

STATE OF CALIFORNIA                }  
   } SS  
 COUNTY OF SAN DIEGO            }

I, Charlene Broussard, declare as follows:

I am, and at all times herein mentioned, a citizen of the United States, over the age of eighteen years and a resident of San Diego County, California. I am not a party to the action/matter identified in the document(s) referenced below. My business address is iMailTracking, LLC, 9620 Ridgehaven Ct., Ste. A, San Diego, CA 92123.

At the request of IDEA Law Group LLC on 1/5/2023, I deposited in the United States mail a copy of the attached document(s), in separate sealed envelopes, in accordance with the checked mailing classes defined below, postage prepaid, to the address list on exhibit A, attached hereto and made a part hereof.

- ☒ First Class
- ☐ Certified
- ☐ First Class with Certificate of Mailing
- ☐ Certified with Return Receipt
- ☐ Certified with Return Receipt and Restricted Delivery
- ☒ Certified with Electronic Return Receipt
- ☐ Registered
- ☐ Registered International

Additional Services provided during the production of this mail order (if any):  
 None

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

January 6 2023 San Diego, California  
 Date and Location

\_\_\_\_\_  
 Declarant

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 CALIFORNIA  
 COUNTY OF SAN DIEGO

On January 6 2023 before me, Adelina R. Larson,  
 personally appeared Charlene Broussard, 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 this 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 \_\_\_\_\_

(Seal)

Jeremy L. Bass, 48043908

**WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**NOTICE OF POSTPONED TRUSTEE'S SALE**

Pursuant to RCW 61.24.040(6), you are hereby notified that the undersigned Trustee will on **January 27, 2023, at 11:00 a.m.** sell at public auction to the highest and best bidder, payable at the time of the sale, the following described real property, situated in Nez Perce County, State of Idaho.

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

Which is subject to that certain Deed of Trust recorded under Recorder's/Auditor's Number 774964, in the Official Records of Nez Perce County.

Said Trustee's Sale was originally scheduled for December 30, 2022 pursuant to the Notice of Trustee's Sale recorded in the Official Records Nez Perce County, Idaho, under Recorder's/Auditor's No. 904186, and has been continued by public proclamation to the date, time and place specified above.

DATED: January 3rd, 2023

IDEA Law Group, LLC

By Michael Newell  
Michael J. Newell  
4530 S. Eastern Ave., Ste. 10  
Las Vegas, NV 89119  
Phone: (877) 353-2146

NOTICE OF POSTPONED TRUSTEE'S SALE - 1

Bass, 48043908  
WA Notice of Postponement

Postal Class:	First Class	
Mail Date:	01/05/2023	Sender: IDEA Law Group LLC
Type of Mailing:	Letter	4530 S. Eastern Ave., Suite 10
Attachment:	0000257-01 000 0105WEB IDEA_Law000787	Las Vegas NV 89119
0	(11)9690024842835722 Jeremy L. Bass 1515 21st Ave. Lewiston, ID 83501-3926	
1	(11)9690024842835739 Aimee M. Bass 1515 21st Avenue Lewiston, ID 83501	
2	(11)9690024842835746 Aimee M. Bass 42338 Waha Rd Lewiston, ID 83501-7812	
3	(11)9690024842835753 Aimee Marissa Taylor 1515 21st Avenue Lewiston, ID 83501	
4	(11)9690024842835777 Aimee Marissa Taylor 42338 Waha Rd Lewiston, ID 83501-7812	
5	(11)9690024842835791 Occupants 1515 21st Avenue Lewiston, ID 83501	

Postal Class:	Electronic - Ret	
Mail Date:	01/05/2023	Sender: IDEA Law Group LLC
Type of Mailing:	Letter	4530 S. Eastern Ave., Suite 10
Attachment:	0000257-01 000 0105WEB IDEA_Law000787	Las Vegas NV 89119
0	71969002484073724050	
	Jeremy L. Bass	
	1515 21st Ave.	
	Lewiston, ID 83501-3926	
1	71969002484073724067	
	Aimee M. Bass	
	1515 21st Avenue	
	Lewiston, ID 83501	
2	71969002484073724081	
	Aimee M. Bass	
	42338 Waha Rd	
	Lewiston, ID 83501-7812	
3	71969002484073724104	
	Aimee Marissa Taylor	
	1515 21st Avenue	
	Lewiston, ID 83501	
4	71969002484073724111	
	Aimee Marissa Taylor	
	42338 Waha Rd	
	Lewiston, ID 83501-7812	
5	71969002484073724135	
	Occupants	
	1515 21st Avenue	
	Lewiston, ID 83501	