Electronically Filed 9/16/2024 3:19 PM Second Judicial District, Nez Perce County Patty Weeks, Clerk of the Court By: Amber Gurney, Deputy Clerk

Lewis N. Stoddard, Bar No. 7766 Halliday, Watkins & Mann, P.C. 300 W. Main St., Ste. 150 Boise, ID 83702

Phone: 801-355-2886 Facsimile: 801-328-9714 lewis@hwmlawfirm.com

Attorney for Plaintiff | HWM File No. ID21698

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

DPW Enterprises LLC and Mountain Prime 2018 LLC,	DECLARATION OF COUNSEL IN SUPPORT OF PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT
Plaintiffs,	
v.	Case No.: CV35-24-1063
Jeremy L. Bass; Dwayne Pike; and Unknown Parties in Possession of the real property commonly known as:	
1515 21st Ave., Lewiston, ID 83501,	
Defendants.	

STATE OF IDAHO) : ss.
County of Ada)

LEWIS N. STODDARD, being first duly sworn, on oath deposes and says:

- 1.) I am one of the attorneys of record for plaintiff.
- 2.) Attached hereto as Exhibit A is a true and correct copy of the Deed of Trust that encumbered the real property commonly known as 1515 21st Ave., Lewiston, ID 83501 and was recorded on October 30, 2009 as Instrument No. 774964 and which was foreclosed upon.
- 3.) Attached hereto as Exhibit B is a true and correct copy of the Notice of Default recorded on August 17, 2022 as Instrument No. 902262 in the land records of Nez Perce County,

Idaho.

- 4.) Attached hereto as Exhibit C is a true and correct copy of the Affidavit of Mailing pertaining to a Notice of Postponed Trustee's Sale, recorded on January 29, 2024 as Instrument No. 912340 in the land records of Nez Perce County, Idaho.
- 5.) Attached hereto as Exhibit D is a true and correct copy of an Opinion and Order on Motion to Dismiss and Strike the Summons and Complaint issued by the Honorable Mark T. Monson in Nez Perce County Case No. CV35-22-1875.
- 6.) On or about March 21, 2024, a Notice to Vacate was sent to Defendants a true and correct copy of which is attached as Exhibit B to the Complaint in this matter.
- 7.) Certified tracking numbers indicate that the Notice to Vacate was received by Defendants on or about March 25, 2024. Attached hereto as Exhibit E are true and correct copies of the certified mail tracking numbers, and attached hereto as Exhibit F are true and correct copies of the electronic results of each.
- 8.) On March 26, 2024, I received a call from Mr. Pike in response to the Notice to Vacate advising that he could not find new housing in 3 days, asserting that his landlord believed the foreclosure to be illegal, requesting 90 days to vacate under the PTFA, and advising that he was on a month to month lease, and was requested to send a copy of the lease to Plaintiff's counsel so it could be reviewed, which Mr. Pike never provided.
- 9.) On March 28, 2024, I received a call from Mr. Bass in response to the Notice to Vacate advising that he could not vacate within 3 days as set forth in the Notice to Vacate and that his tenant in the basement was entitled to 90 days to vacate. Mr. Bass was asked for a copy of the lease agreement, which was never provided.
 - 10.) Mr. Pike's Answer was the first time that a copy of the purported Lease entered

into on February 28, 2024 was ever provided.

11.) To date, I've not received any rental payments under the February 28, 2024 Lease.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury pursuant to the law of the state of Idaho that the foregoing is true and correct.

DATED This September 16, 2024.

HALLIDAY WATKINS & MANN, P.C.

By: /s/ Lewis N. Stoddard

Lewis N. Stoddard Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this September 16, 2024, a true and correct copy of the above and foregoing document was served, which service was effectuated by the method indicated below and addressed as follows:

Jeremy L. Bass 1515 21 st Ave Lewiston, ID 83501	☑ U.S. Mail ☐ Email/iCourt
Ken Nagy Idaho Legal Aid Services, Inc. kennagy@idaholegalaid.org Counsel for Dwayne Pike	☐ U.S. Mail ⊠ Email/iCourt

/s/ Lewis N. Stoddard

Lewis N. Stoddard



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

774964 INST. NO.

FILED FOR RECORD FEE 2/9 REC. BY ALLIANCE TITLE

2009 OCT 30 PM 3 15

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

DEPUTY

[Space Above This Line For Recording Data]

[Case #]

State of Idaho

DEED OF TRUST

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 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

, and has an address of

). This debt is evidenced by Borrower's note dated the same date as this Security: Dollars (U.S. \$148,614.00 Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by NOVEMBER 01, 2039 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 (06/08).02(d/i)

Page 1 of 6





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

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.

- 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.
- 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).

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.

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 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 cosigns 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.

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

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

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

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

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

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

- 19. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.
- 20. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without 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(ex)]

[Check applicable box(es)].	ecurity instrument as it the rider(s) w	rere a part of this security instrument.
Condominium Rider Planned Unit Development Rider	Growing Equity Rider Graduated Payment Rider	Other [specify]
BY SIGNING BELOW, Borrower and reco		ontained in this Security Instrument and in any
	VERENT L. BASS	(Scal) - Borrower
	Aime U. Bass	(Scal) - Borrower
		(Seal) - Borrower
	: :	(Seal)

		カ	ez Perce	County ss: ,, b in and for the said county a	
STATE OF IDAHO,				County ss:	
On this	23	day of Oct.	2009	b	efore me:
	Lisanr	e Binomal	a Notary Public	in and for the said county s	nd state
personally appeared _					
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		person(s) who exe	cuted the foregoing ins	trument, and acknowledged to	me that
he/she/they executed th					
In witness whereo	of I have here	unto set my hand an	d affixed my official sea	l the day and year in this certif	icate first
above written.				~	
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			/ Jan	me man	
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LISANNE B	INCRARI	•		pires: (-(0-(4)	
•		b	My Commission Ex	pires: /-/U-/7	
Notary P		L			
State of	daho				
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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

AM S

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

Page 1 of 1







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 Raqual Lewis
Index to: NOTICE/DEFAULT (211)
Electronically Recorded by Simplifile

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

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

NOTICE OF DEFAULT

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

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

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

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

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

On the following-described real property in said County:

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

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

DATED:)8/16/2022			J	5
			TRUSTEE:		
			m)n.	/	
			Michael J. Newell, 1953 Attorney at Law		
STATE OF)			
COUNTY OF King	g 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.

RATHANA C VANNARATH Notary Public State of Washington

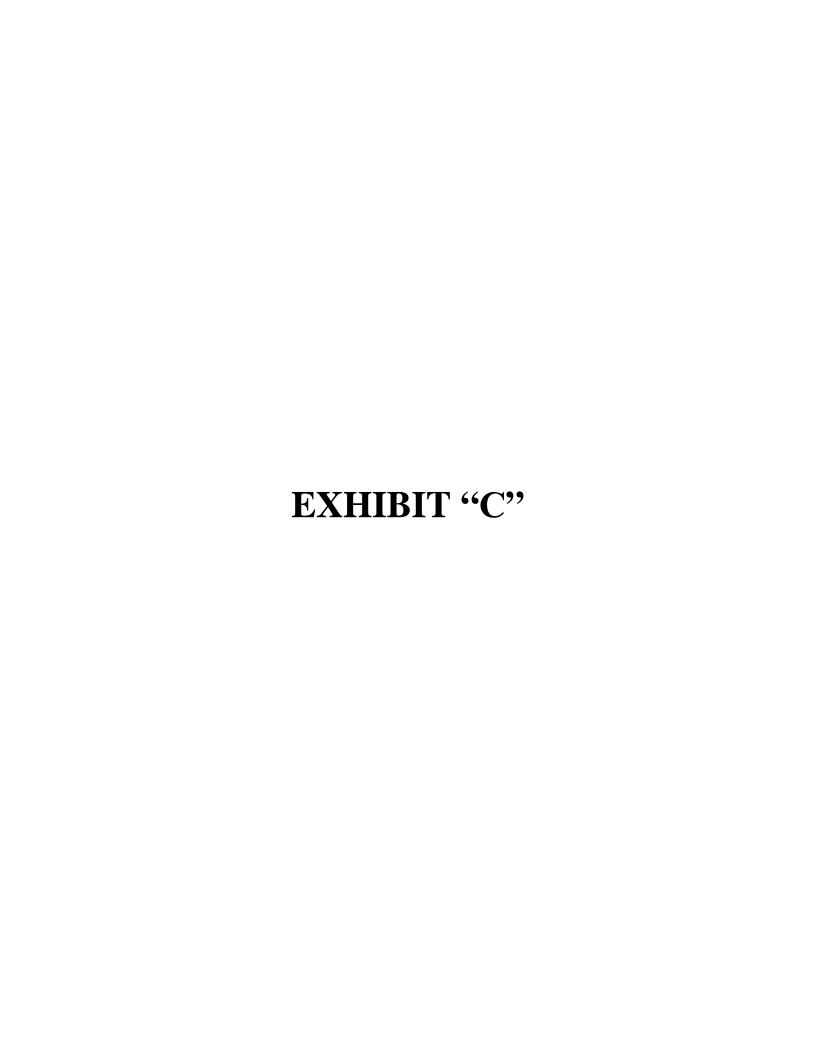
MATAN Values V

Notary Public: Name: Rathana Vannarath

Residing at: King Coul 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



Instrument # 912340
NEZ PERCE COUNTY, IDAHO
01-29-2024 10:24:36 AM No. of Pages: 4
Recorded for: IDEA LAW GROUP, LLC
PATTY WEEKS Fee: \$19.00
Ex-Officio Recorder Deputy Mykayla Flores
Index to: AFF/MAILING (212)
Electronically Recorded by Simplifile

AFFIDAVIT OF MAILING

Reference No Mailing Number: 00033	14-01				•
STATE OF CALIFORNIA	}	}SS			
ι,	Aaron Ayala		, declare as follow	vs:	
I am and at all times her resident of San Diego Co		itizen of the Uni	ted States, over the a	age of eighteen y	ears and a
That at the request of IC attached document, in s postage prepaid, to the a	eparate sealed env	velopes, in accor	dance with the check	ked mailing class	
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Additional Services provi	ided during the pro	oduction of this	mail order (if any):		
None					
I declare under penalty o	of perjury under th	e laws of the Sta	ate of California that	the foregoing is	true and correct.
January 25 2024 Date and Place	San Diego, Califo	ornia <u> </u>	Affiant)		
			725		
A notary public or other the document to which t document.					
STATE OF CALIFORNIA COUNTY OF SAN DIEGO					
OnJanuary 25 2 personally appeared Aar whose name(s) is/are su the same in his/her/thei person(s), or the entity u	on Ayala, who pro bscribed to the wit r authorized capac	thin instrument ity(ies), and tha	and acknowledged to t by his/her/their sign	o me that he/she nature(s) on this	the person(s) e/they executed
I certify under PENALTY and correct.	OF PERJURY under	the laws of the	State of California th	at the foregoing	paragraph is true
WITNESS my hand and o	fficial seal.	0.0			
Signature		AYA	(Seal)		ADELINA R. LARSON Notary Public - California San Diego County

WE MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.

NOTICE OF POSTPONED TRUSTEE'S SALE

Pursuant to IC 45-1506 (8), you are hereby notified that the undersigned Trustee will on **February 29, 2024,** 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 Instrument 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 Instrument No. 904186, and was continued by public proclamation to January 27, 2023, and further continued to February 21, 2023, and further continued to March 17, 2023, and further continued to March 31, 2023, and further continued to April 27, 2023; and further continued to May 25, 2023, and further continued to July 20, 2023, and further continued to August 17, 2023, and further continued to September 14, 2023, and further continued to October 12, 2023; and further continued to November 9, 2023, and further continued to December 7, 2023, and further continued to January 4, 2024, and further continued to February 1, 2024, and further continued to the date, time and place specified above.

DATED:1/24/24		
	TRUSTEE	
	By	
	Janaya L. Carter, #8226	
	4530 S. Eastern Ave., Ste. 10	
	Las Vegas, NV 89119	
	Phone: (877) 353-2146	

Postal Class: First Class Mail Date: 01/24/2024 Type of Mailing: Letter Attachment: 0003314-01 000 0124WEB IDEA_Law000787 (11)9690024868389803 Jeremy L. Bass 1515 21st Ave. 0 Lewiston, ID 835013926 (11)9690024868389834 1 Àimee M. Taylor 1515 21st Avenue Lewiston, ID 83501 (11)9690024868389865 2 Àimee M. Taylor 42338 Waha Rd Lewiston, ID 83501-7812 3 (11)9690024868389896 Àimee Marissa Taylor 1515 21st Avenue Lewiston, ID 83501 (11)9690024868389940 4 Aimee Marissa Taylor 42338 Waha Rd Lewiston, ID 83501-7812

(11)9690024868389988

Occupants 1515 21st Avenue Lewiston, ID 83501

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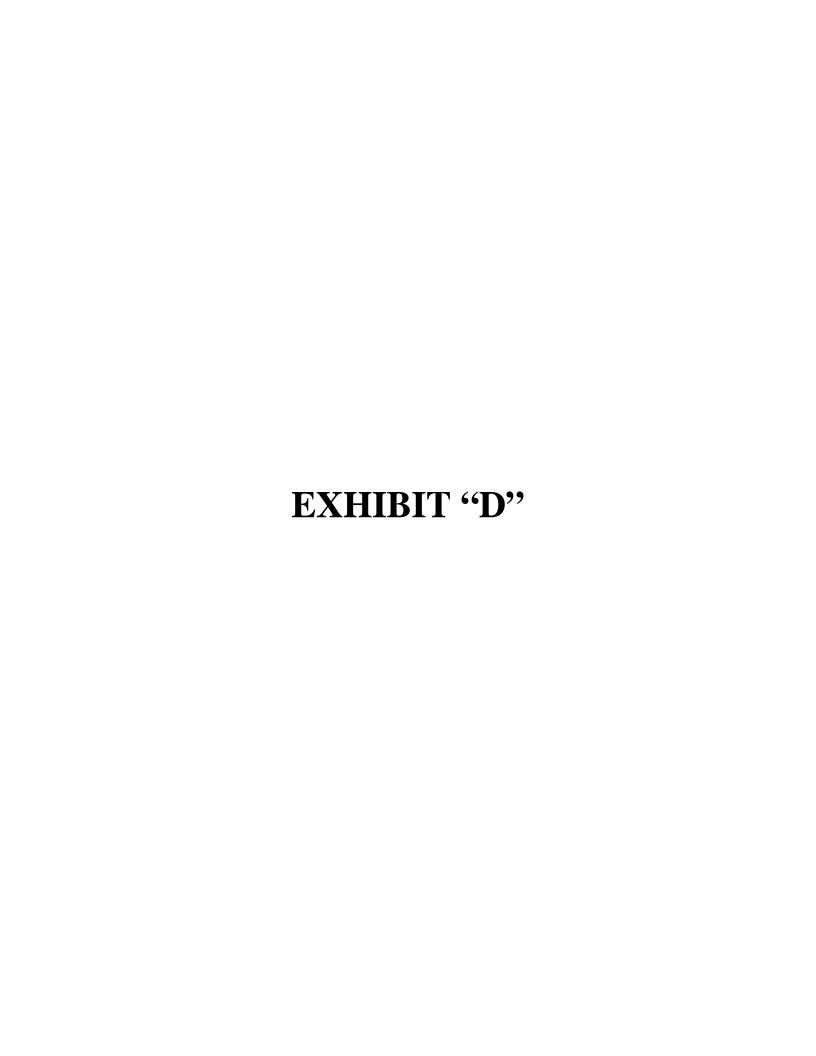
Sender: IDEA Law Group LLC 4530 S. Eastern Ave., Suite 10 Las Vegas NV 89119 Postal Class: Certified - Ret Mail Date: 01/24/2024 Type of Mailing: Letter Attachment: 0003314-01 000 0124WEB IDEA_Law000787 0 71969002484081749038 Jeremy L. Bass 1515 21st Ave. Lewiston, ID 835013926 1 71969002484081749052 Aimee M. Taylor 1515 21st Avenue Lewiston, ID 83501 2 71969002484081749069 Aimee M. Taylor 42338 Waha Rd Lewiston, ID 83501-7812 3 71969002484081749090 Aimee Marissa Taylor 1515 21st Avenue Lewiston, ID 83501 4 71969002484081749113 Aimee Marissa Taylor 42338 Waha Rd Lewiston, ID 83501-7812

71969002484081749137

Occupants 1515 21st Avenue Lewiston, ID 83501

5

Sender: IDEA Law Group LLC 4530 S. Eastern Ave., Suite 10 Las Vegas NV 89119



Filed: 02/17/2023 15:03:47 Second Judicial District, Nez Perce County Patty O. Weeks, Clerk of the Court By: Deputy Clerk - Davenport, Brittany

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

JEREMY L. BASS,

Plaintiff,

v.

MICHAEL NEWELL, Esq. at IDEA LAW GROUP LLC, CARRINGTON MORTGAGE SERVICES, and BANK OF AMERICA,

Defendants.

Case No. CV35-22-1875

OPINION AND ORDER ON MOTION TO DISMISS AND STRIKE THE SUMMONS AND COMPLAINT

THIS MATTER is before the Court on Defendant's *Motion to Dismiss and Strike the Summons and Complaint*.¹ The Court heard oral arguments on the matter on January 26, 2023.

The Plaintiff Jeremy Bass appeared pro se. The Defendant Michael Newell appeared pro se.² The Court, having reviewed the briefs submitted by the parties, having heard arguments of counsel, and being fully advised in the matter, hereby renders its decision.

FACTUAL BACKGROUND

In September of 2008, the Plaintiff Jeremy Bass entered into a loan agreement with Zion's Bank for the purchase of property located in Lewiston, Idaho. Shortly after entering into

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¹ Filed January 17, 2023.

² The other named defendants did not appear in this matter as it appears they have not been served with a summons.

OPINION AND ORDER ON MOTION TO DISMISS AND STRIKE THE SUMMONS AND COMPLAINT

the agreement Bass's loan was sold by Zion's to Bank of America. Bass asserts that he made payments on the promissory note until 2019 when he went into forbearance on the loan.³

It was during this forbearance period that Bass alleges he received a notice from Carrington Mortgage, the servicer of the deed of trust, attempting to "trick" him into signing a new promissory note. Bass asserts that he did not sign the new note but instead sought clarification from Land Title which then provided him with a letter of full reconveyance showing that his debt had been satisfied. Bass has asserted that despite the existence of the letter of full reconveyance, the Defendant Michael Newell, brought forth a new deed of trust which Bass alleges exhibits his forged signature.

On August 16, 2022, Newell sent Bass a Notice of Default and a sale of the property was set for December 30, 2022. On December 12, 2022, Bass sent Newell a cease and desist letter asserting that the loan had been paid in full and that there is no outstanding debt with Bank of America. Bass also demanded that the scheduled sale of the property be halted.⁶ On December 27, 2022, Bass filed a *Complaint* against Newell, Bank of America, and Carrington Mortgage Services, seeking injunctive and declaratory relief, as well as damages for breach of contract and breach of the duty of good faith and fair dealing.⁷ Additionally, Bass issued a request for a temporary restraining order. These documents, as well as a Summons, were served upon Idea Law Group, LLC on December 29, 2022. However, in the Summons, Bass only listed Bank of America as the named Defendant. Bass did not serve the above documents on Michael Newell⁸ or either of the other named defendants Bank of America or Carrington Mortgage Services. On

³ It is asserted by the Defendant that Bass continued to make payments into 2020. *Affidavit in Support of Motion to Dismiss and Strike the Summons and Complaint*, Exhibit C.

⁴ Complaint, at 2.

⁵ Newell is the trustee appointed to effectuate the foreclosure

⁶ Opposition to Defendant's Motion to Dismiss on Statute of Limitations Grounds, Exhibit B.

⁷ It appears from the *Complaint* that the basis for these damages is the alleged forgery of loan documents.

⁸ Affidavit in Support of Motion to Dismiss and Strike the Summons and Complaint, pg. 2, paragraph 11.

January 17, 2023, Newell filed a Notice of Limited Appearance and a Motion to Dismiss and Strike Summons and Complaint.

ANALYSIS

The Defendant Michael Newell has moved to dismiss the complaint and strike the summons issued by the Plaintiff asserting numerous errors in both the Complaint and the summons.

1. Objections concerning the temporary restraining order

Newell asserts that the Plaintiff may not seek a temporary restraining order without an affidavit or a verification of the facts in his complaint. Further, Newell asserts that a temporary restraining order may not be issued by this Court as: 1) Bass failed to serve the other named defendants; 2) no hearing has been set on the matter; 3) and no bond has been issued. At the January 26, 2022 hearing on this matter this Court denied Bass's request for a temporary restraining order on the record. Therefore these issues are now moot and need not be further address in this written opinion.

2. Indispensable parties

Newell argues that – due to the Plaintiff's allegations of forgery – the title company, closing agent, and notary are all indispensable parties who must be named in this suit. Newell asserts that there are no allegations in the complaint that the named Defendants knew of the alleged forgery and therefore the action cannot be maintained and the matter must be dismissed. Bass acknowledges that indispensable parties are not currently named in the complaint but requests more time to name and serve all necessary parties.

I.R.C.P. 21, captioned "Misjoinder and nonjoinder of parties," provides that misjoinder, and inferentially nonjoinder, "is not ground for dismissal of an action." It further provides that "(p)arties may be dropped or added by order of

⁹ Opposition to Defendant's Motion to Dismiss and Strike Summons and Complaint, at 1.

the court on motion of any party or of its own initiative at any stage of the action and on such terms as are just."

Holmes v. Henderson Oil Co., 102 Idaho 214, 216, 628 P.2d 1048, 1050 (1981). While the Court agrees with Newell's assertion that the above mentioned parties are necessary to be joined, this issue can be remedied by an order from the Court, pursuant to Idaho Rule of Civil Procedure 19(a)(2), joining the parties. The failure of Bass to name these parties is not grounds for dismissal of his action.

3. Statute of Limitations

Newell asserts that there has never been an amendment to the contract signed by Bass. Further Newell argues that, as Bass entered into the mortgage in 2009, Bass's asserted causes of action are barred by the Statute of Limitations. While not expressly stated by Newell, this Court finds this argument to be a motion to dismiss pursuant to I.R.C.P. 12(b)(6). Additionally, this Court has been presented with matters outside of the pleadings by both parties and therefore it must treat the motion to dismiss as a motion for summary judgment. *See Paslay v. A&B Irrigation Dist.*, 162 Idaho 866, 869, 406 P.3d 878, 881 (2017).

Summary judgment is proper if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. When considering whether the evidence in the record shows that there is no genuine issue of material fact, the trial court must liberally construe the facts, and draw all reasonable inferences, in favor of the nonmoving party. The moving party has the burden of establishing there is no genuine issue of material fact.

If the moving party has demonstrated the absence of a question of material fact, the burden shifts to the nonmoving party to demonstrate an issue of material fact that will preclude summary judgment. The nonmoving party must present evidence contradicting that submitted by the movant, and which demonstrates a question of material fact. However, a mere scintilla of evidence or only slight doubt as to the facts is not sufficient to create a genuine issue of material fact for the purposes of summary judgment.

Johnson v. Wal-mart Stores, Inc., 164 Idaho 53, 56, 423 P.3d 1005, 1008 (2018) (internal citations omitted).

A party asserting that a fact ... is genuinely disputed must support the assertion by ... citing to particular parts of materials in the record, ... or by showing that the materials cited do not establish the absence ... of a genuine dispute. Thus, the party opposing summary judgment must bring to the trial court's attention evidence that may create a genuine issue of material fact . Mere conclusory allegations will not raise a genuine issue of material fact.

Gordon v. U.S. Bank Nat'l Ass'n, 166 Idaho 105, 119, 455 P.3d 374, 388 (2019) (internal citations omitted).

The trial court is not required to search the record looking for evidence that may create a genuine issue of material fact; the party opposing the summary judgment is required to bring the evidence to the court's attention.

Silicon Int'l Ore, LLC v. Monsanto Co., 155 Idaho 538, 552, 314 P.3d 593, 607 (2013).

Here, Bass asserts that the Statute of Limitations has not yet run on his claims for fraud or breach of contract as he only recently discovered the fraud that is the basis for these claims. ¹⁰ While Bass asserts that his signature was forged as a basis for these claims, it does not appear to this Court that this assertion is supported in the record by any more than Bass's conclusory allegations. However, Newell has submitted copies of the Note and Deed of Trust, signed by Bass in 2009, to which Newell asserts no amendments were ever made. Based on the record presented this Court is constrained to find the only evidence of a signature by Bass which could have been forged dates back to 2009. Bass began to make payments to Zion's that year and continued to make payments on the Note until late 2020. It is inconceivable to this Court that Bass would do so believing that he did not actually enter into that agreement. Had he not entered

OPINION AND ORDER ON MOTION TO DISMISS AND STRIKE THE SUMMONS AND COMPLAINT Page 5 of 7 $\,$

¹⁰ While Bass has not explicitly made a claim of fraud, he has raised allegations of forgery. Newell's motion to dismiss asserts that the statute of limitations has run on Bass's breach of contract and fraud claims.

into that agreement he would at least known or should have known of this alleged forged signature at that time. Bass's claims for both breach of contract and fraud are clearly barred by the statute of limitations. Summary Judgment is appropriate and Bass's claims against Newell are dismissed.

4. Improper Summons and Service

Newell asserts that the summons issued by the Clerk of the Court is improper under the Idaho Rules of Civil Procedure. Newell asserts that the Summons should be stricken as it was not directed to him as a defendant and was not in the form provided in Idaho Rule of Civil Procedure 4(3)(b). The Summons served upon Idea Law Group listed only Bank of America as a named defendant. Therefore it failed to comply with Idaho Rule of Civil Procedure 4(a)(1)(G). Further, the summons issued appears to have been in the form required by Idaho Rules of Family Law Procedure 204 for use in family law proceedings rather than the proper form required pursuant to Idaho Rule of Civil Procedure 4(a)(3)(B). The Court finds that as to Defendant Michael Newell, the Summons as issued is improper and insufficient under the Idaho Rules of Civil Procedure and therefore it shall be stricken. The Court further finds that under Idaho Rule of Civil Procedure 4(c) service of process on Michael Newell is insufficient.

ORDER

IT IS HEREBY ORDERED that the Motion to Dismiss and Strike Summons and Complaint is GRANTED in part and DENIED in part, consistent with the above opinion.

DATED: February 17, 2023

MARK T. MONSON

District Judge

¹¹ The relevant Statute of Limitations are: 5 years for breach of contract, I.C.§5-216, and 3 years from the time of discovery by the aggrieved party, I.C. §5-218.

CERTIFICATE OF MAILING

I hereby certify that a true copy of the foregoing document was delivered via e-mail to:

Jeremy L. Bass

- via first class mail

1515 21st Ave

- via email

Lewiston, ID 83501

Quantum.j.l.bass@rawdeal.io

William L. Bishop

- via email

Michael J. Newell

- via email

Teresa Scherenberg

- via email

IDEA Law Group, LLC

4530 S. Eastern Ave., Ste. 10

Las Vegas, NV 89119

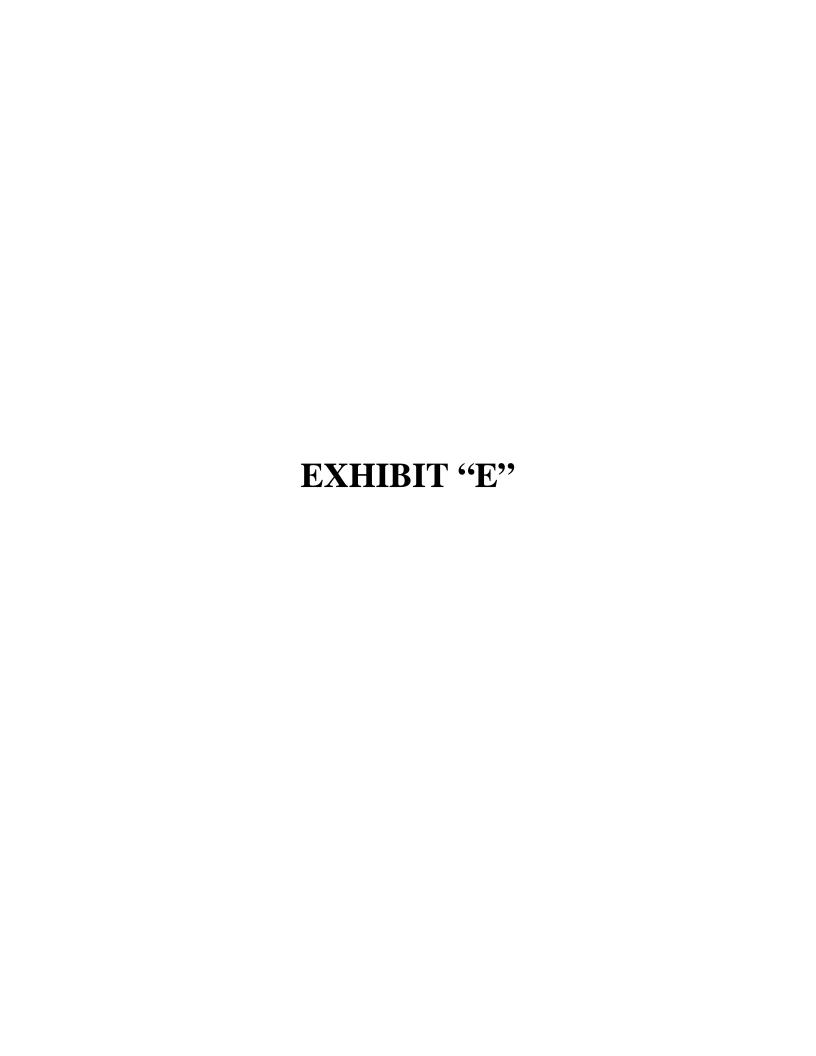
bbishop@idealawgroupllc.com

mnewell@idealawgroupllc.com

tscherenberg@idealawgroupllc.com

Dated: 2/17/2023 3:03:52 PM

PATTY O. WEEKS Clerk of the Court



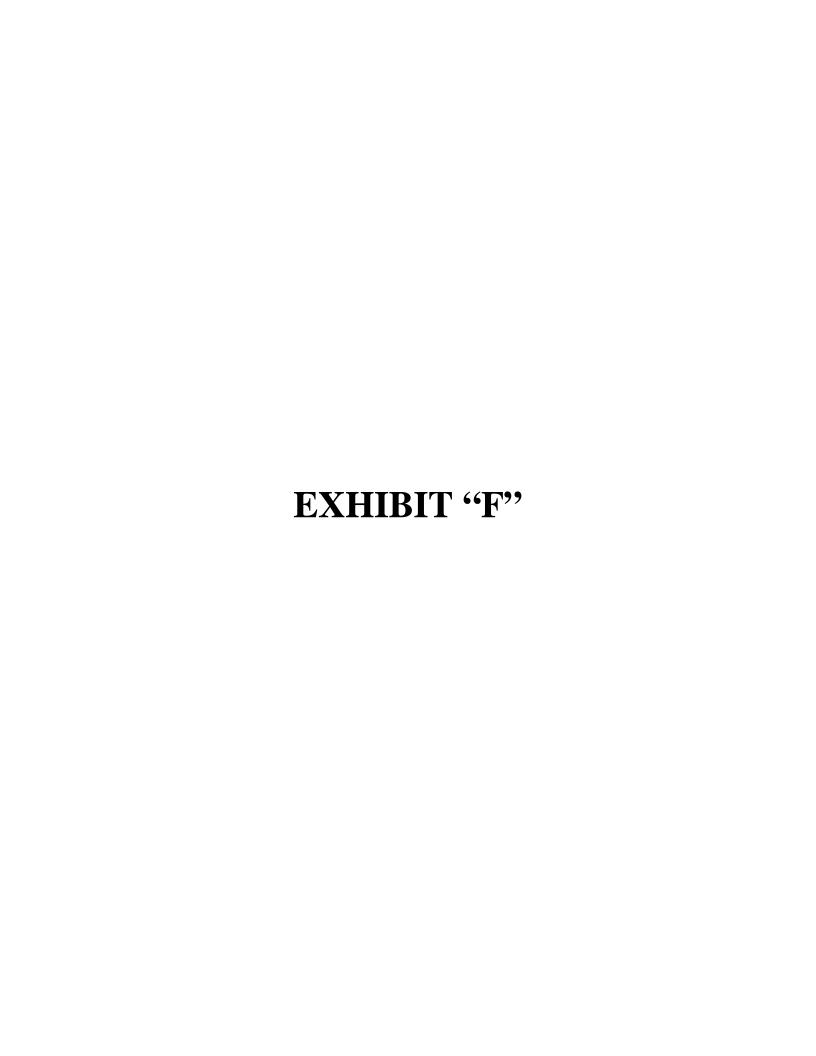


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