



April 25, 2024

**SENT VIA THE SES SYSTEM AND FED EX**

Marc Wardell  
Idaho Department of Finance  
11341 West Chinden Boulevard, Suite A300  
Boise, ID 83714

RE:      Loan No.:                  4000401948  
            Borrower:                 Jeremy L. Bass  
            Property Address:        1515 21<sup>st</sup> Avenue, Lewiston, ID 83501  
            Complaint ID:            5113

Dear Mr. Wardell,

The Customer Advocate Department of Carrington Mortgage Services, LLC ("Carrington") is in receipt of the complaint filed with the Idaho Department of Finance ("ID DOF") and received via the State Examination System ("SES") on March 14, 2024.

Carrington thanks the ID DOF for bringing this Complaint to its attention. Carrington is committed to responsible lending and servicing, and it takes Mr. Bass's Complaint and allegations of improper conduct very seriously. Carrington denies any purported violation of any statutory or other legal obligation, and it denies any intentional wrongdoing of any kind.

As we understand the complaint, Mr. Bass alleges wrongdoing on several fronts relative to the servicing of his loan that was scheduled for foreclosure on February 29, 2024. The borrower alleges that the conveyance of the deed of trust occurred illegally. The borrower's desired resolution is for Carrington to validate the debt and confirm the foreclosure was completed properly and in accordance with applicable law.

As a preliminary matter, please note that on December 27, 2022, Mr. Bass filed a Complaint against Michael Newell, Esq. at Idea Law Group LLC, Carrington Mortgage Services, and Bank of America in the Second Judicial District Court of the State of Idaho, in and for the County of Nez Perce under case number CV35-22-1875 seeking injunctive and declaratory relief in which Mr. Bass raised similar allegations as in the current complaint. The records indicate that on February 17, 2023, the Court ordered that the Motion to Dismiss and Strike Summons and Complaint was granted in part and denied in part, consistent with the Court's opinion. In addition, Mr. Bass filed separate Motions for Reconsideration of the denial of his Request for Temporary Restraining Order, as well as the Court's Order Granting the Defendant's Motion for Summary Judgment. The Court denied Mr. Bass's request for a Temporary Restraining Order on January 26, 2023. For your ease of reference, please find the attached Orders filed on February 17, 2023, and March 9, 2023. If Mr. Bass has any additional questions, we encourage him to consult with the advisors of his choice.

Carrington acquired the servicing rights to this Federal Housing Administration ("FHA")-insured loan from Bank of America, N.A. effective July 11, 2017. Attached for your review, please find a copy of the Notice of Servicing Transfer ("Hello Letter"). The lienholder for the above-referenced loan was Bank of America, N.A.. Further, attached for your review, please find a copy of the Assignment of Deed of Trust recorded on March 30, 2012, under Instrument Number 799540, in Nez Perce County, Idaho. Carrington was the current servicer for this loan and obligated to service the loan according to the terms of the mortgage documents and applicable federal and state laws.

The records indicate that the subject mortgage loan originated on October 16, 2009 in the amount of \$148,614.00 in favor of Bank of America, N.A. evidenced by the Note and Deed of Trust and executed by Jeremy L. Bass ("Borrower"). The Note shows a maturity date of November 1, 2039. Attached please find a copy of the Note and Deed of Trust for your review.

Prior to the servicing transfer of the mortgage loan to Carrington, the records show that on September 28, 2012, the Borrower executed a Loan Modification Agreement, and a partial claim Subordinate Note and Subordinate Deed of Trust. Per the terms of the Loan Modification Agreement, the new principal balance was \$142,709.46 with a fixed interest rate of 4.375%. The total modified monthly payment was \$977.78, which consists of principal and interest payment in the amount of \$712.53 and escrow payment in the amount of \$265.25. The new maturity date was September 1, 2042. The partial claim Subordinate Note was in the amount of \$7,392.91 made payable to the Secretary of Housing and Urban Development ("HUD"). Attached please find a copy of the executed Subordinate Note, Subordinate Deed of Trust and Loan Modification Agreement for your review.

After review of the account, the records indicate that the last payment Carrington received from the Borrower was on June 20, 2020 in the amount of \$1,040.73, which was applied to the June 1, 2020 monthly payment. The attached payment history accurately reflects the dates that funds were received and posted to the account, escrow disbursements and/or deposits, and fee assessments and/or adjustments.

It is important to note that the loan was placed on a COVID-19 forbearance plan beginning July 1, 2020 through September 30, 2020. Thereafter, upon request from the borrower, Carrington extended the COVID-19 forbearance period until May 31, 2022. Attached is a copy of the COVID-19 Forbearance Letter dated July 31, 2020, for your review. On or about June 18, 2022, the attached COVID-19 Forbearance Conclusion Notification was sent to the Borrower's attention advising the forbearance plan ended and standard servicing of the loan had resumed.

Furthermore, it is important to note that Carrington reviewed the loan for loss mitigation options, and the loan was approved for a COVID-19 Recovery Modification on or about March 16, 2022. Attached, please find a copy of the Loan Modification offer for your review. However, the final signed documents were not returned by the borrower; therefore, the COVID-19 Recovery loan modification was not completed.

Thereafter, on or about June 18, 2022, Carrington sent the attached Notice of Intent to Foreclose ("NOI") to the Borrower's attention. As of the date of the NOI, the account was contractually delinquent and due for the July 1, 2020 mortgage payment. The NOI provided an amount of \$24,650.38 as the amount needed to cure the delinquency. Furthermore, please note that the NOI also advised that subsequent payments, late charges, and other fees would be

added to the reinstatement amount as they became due and assessed to the loan. Please be further advised that the NOI is a system generated letter that is issued for every loan that has become past due for more than thirty-one (31) days and is required by the loan documents prior to any initiation of a foreclosure proceeding. The NOI provides a cure period to resolve the delinquency and information regarding the consequences for failure to cure the delinquency.

Due to the delinquency status of the account, on or about July 19, 2022, the loan was referred to foreclosure. As of the date of referral, the loan was contractually delinquent and next due for the July 1, 2020 monthly payment and subsequent monthly payments. The records show that a first notice or filing of foreclosure action was issued on August 17, 2022, with a sale date of December 30, 2022. Furthermore, the records show that the foreclosure was placed on hold numerous times due to the litigation. Attached, please find copies of the Notices of Trustee's Sale issued for your review.

As the account delinquency was not cured and no alternative payment plans were made, on February 29, 2024, the foreclosure sale was held in the ordinary course. Please note that the subject property was sold to a third party. Therefore, Carrington no longer has any interest in the subject property. If the Borrower has any further questions regarding the foreclosure proceeding, we recommend that the Borrower contact our foreclosure counsel Idea Law Group by telephone at (877) 353-2146.

In response to your request for loan documents for the file, we have uploaded the documents for your review to the SES System.

Based on the foregoing, we respectfully submit that Carrington properly serviced the loan pursuant to the terms and conditions set forth in the mortgage loan documents and in accordance with applicable law. Further, after a review of the account, the records indicate that the account was serviced appropriate to its status. Accordingly, we respectfully submit that Carrington did not illegally convey or foreclose on the subject property.

We trust that this communication addresses all of the concerns noted in the complaint. If the borrower has any further questions, please contact the undersigned at (866) 874-5017, Monday through Friday, from 8:00 AM to 5:00 PM Pacific Time.

Sincerely,

*Yolonda Farr*  
Customer Advocate

Cc: Jeremy L. Bass (via FedEx)

#### **IMPORTANT DISCLOSURES**

##### **-VERBAL INQUIRIES & COMPLAINTS-**

For verbal inquiries and complaints about your mortgage loan, please contact the CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC, by calling 1-800-561-4567. The CUSTOMER

SERVICE DEPARTMENT for Carrington Mortgage Services, LLC is toll free and you may call from 8:00 a.m. to 9:00 p.m. Eastern Time, Monday through Friday. You may also visit our website at <https://carringtonmortgage.com/>.

**-IMPORTANT BANKRUPTCY NOTICE-**

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

**-CREDIT REPORTING AND DIRECT DISPUTES-**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. If you have concerns regarding the accuracy of any information contained in a consumer report pertaining to this account, you may send a direct dispute to Carrington Mortgage Services, LLC by fax to 800-486-5134 or in writing to Carrington Mortgage Services, LLC, and Attention: Customer Service, P.O. Box 5001, Westfield, IN 46074. Please include your loan number on all pages of the correspondence.

**-MINI MIRANDA-**

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

**-HUD COUNSELOR INFORMATION-**

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

**-EQUAL CREDIT OPPORTUNITY ACT NOTICE-**

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

**-SCRA DISCLOSURE-**

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

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

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

through Friday, 8:00 a.m. to 9:00 p.m. Eastern Time. You may also visit our website at <https://carringtonmortgage.com/>.



MORTGAGE SERVICES, LLC  
P.O. Box 5001  
Westfield, IN 46074

**MORTGAGE SERVICES, LLC**

P.O. Box 500

Westfield, IN 46074

**0006788** 02 4M 0.420 7-AUTO 4 0 927.81301-792613 1084-F00000-1  
**JEREMY L BASS**  
1515 21st Ave  
Lewiston ID 83501-3926



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

↳ [View on GitHub](#)

Loan Number: 4000401948

07/20/2017

## **NOTICE OF SERVICING TRANSFER**

**Re: Carrington Mortgage Services Loan #: 4000401948  
Bank of America N.A. Loan #: 213354943**

**Dear Customer(s):**

The servicing of your mortgage loan is being transferred, effective 07/11/2017. This means that after this date, Carrington Mortgage Services, LLC ("CMS") will be collecting your mortgage loan payments from you. Nothing else about your mortgage loan will change.

**Bank of America N.A. is now collecting your payments. Bank of America N.A. will stop accepting payments received from you after 07/10/2017.**

CMS will collect your payments going forward. CMS will start accepting payments received from you on 07/11/2017.

**Send all payments due on or after 07/11/2017 to CMS at this address: Carrington Mortgage Services, LLC, P.O. Box 79001, Phoenix, AZ 85062. Please include your new CMS loan number as specified at the top of this letter on your check and all future correspondence.**

If you have any questions for either your present servicer, Bank of America N.A. or your new servicer, CMS, about your mortgage loan or this transfer, please contact them using the information below:

**Current Servicer:**

**Bank of America N.A.  
Customer Service Department  
800-689-6607  
Customer Service Correspondence  
P.O. Box 31785  
Tampa, FL 33631-3785**

#### New Services

**Carrington Mortgage Services, LLC**  
**Attention: Customer Service Department**  
**800-561-4567**  
**P.O. Box 5001**  
**Westfield, IN 46074**

HELLO\_DVL

337-30-01006-298-001-001207

4000401948

The CUSTOMER SERVICE DEPARTMENT for CMS is toll free and you may call from 8am to 8pm EST Monday - Friday. You may also visit our website at <https://carringtonms.com>.

If you have been including premiums for life, disability, accidental death, or any other type of optional insurance, this coverage will be discontinued. You should contact the provider of the optional insurance or other membership product directly regarding continued availability or for alternative options.

Under Federal law, during the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by Bank of America N.A. on or before its due date may not be treated by CMS as late, and a late fee may not be imposed on you.

If your monthly payment is being electronically drawn from your checking or savings account by Bank of America N.A., this process will be discontinued in connection with the servicing transfer. Please visit our website at <https://carringtonms.com>, or contact one of our Customer Service Representatives, toll-free, at 800-561-4567, for available payment options.

Effective as of the servicing transfer date, you will be subject to the enclosed privacy policies of CMS and you may also obtain a copy of the privacy notice by visiting our website at <https://carringtonms.com>.

It is our pleasure to welcome you as one of our mortgage customers. CMS places a high level of importance on quality customer service and we are confident that we will provide the world class service to which you are accustomed.

Sincerely,

Loan Servicing Department  
Carrington Mortgage Services, LLC

Note: See Debt Validation Attachment.

**NOTICE**  
*Pursuant to Fair Debt Collection Practices Act*  
*15 U.S.C. Section 1692, et seq.*

CMS Loan #: 4000401948  
Current Creditor: Bank of America N.A.  
Current Servicer: Carrington Mortgage Services, LLC (CMS)

Dear Borrower:

This Notice is to remind you that you owe a debt. As of the date of this Notice, the amount of the debt you owe is \$136,104.14.

In addition, we would like to advise you that you have thirty (30) days after receipt of this Notice to dispute the validity of the above debt, or any portion thereof, and if you do not do so, we will assume the debt is valid. If you notify us in writing within this thirty (30) day period that you dispute the debt, or any portion thereof, we will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to you by us.

Upon your written request within thirty (30) days after receipt of this Notice, we will provide you with the name and address of your original creditor, if different from your current creditor.

If you have any questions concerning this loan, please call our toll free number at 800-561-4567. Our office hours are from Monday through Friday 8:00 a.m. to 8:00 p.m. Eastern Time.

**YOU HAVE THE RIGHT TO MAKE A WRITTEN REQUEST TO CMS TO CEASE FURTHER COMMUNICATION WITH YOU. A WRITTEN REQUEST TO CEASE COMMUNICATION WILL NOT PROHIBIT CMS FROM TAKING ANY OTHER ACTION AUTHORIZED BY LAW TO COLLECT THE DEBT.**

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## **-CREDIT REPORTING-**

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

**-MINI MIRANDA-**

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

**-HUD COUNSELOR INFORMATION-**

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

**-EQUAL CREDIT OPPORTUNITY ACT NOTICE-**

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

**-SCRA DISCLOSURE-**

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

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

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

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# **Carrington Mortgage Services, LLC**

## **Quick Reference**

### **Customer Self Help**

**Carrington Mortgage Services Loan Number: 4000401948**

#### **Important Information:**

Welcome to Carrington Mortgage Services, LLC. We look forward to servicing your mortgage loan with our expert Loan Servicing Specialists.

#### **Steps to Enroll in AutoPay, a fast, free, convenient and secure way to pay your mortgage.**

##### **Online**

1. Enter the following web address in your internet browser: <https://carringtonms.com>
2. If you have not created an online account please select "Sign Up" under New User.
  - a. You will be required to agree to the Terms and Conditions of the website.
  - b. Please have your Loan Number and Social Security Number available to establish your online account.
  - c. You will be required to create a user name and password.
3. Once online, click "Make a Payment" and click on "Automatic Payments"
  - a. Enter your payment details, including payment schedule draft date, payment amount, and bank information. Confirm all details were entered correctly and hit submit

##### **By Mail**

1. Enter the following web address in your internet browser: <https://carringtonms.com>
2. Click on "Payment Options"
3. Download the Auto Draft Authorization Form
4. Complete the form and mail or fax either the original or scanned copy to:

Mail:  
Carrington Mortgage Services, LLC  
P.O. Box 3489  
Anaheim, CA 92803  
Fax: (949) 517-5220

#### **Steps to Pay by Check, a free way to pay your mortgage.**

Send your payment to:

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

Overnight Delivery to CMS  
Send your payment to:

**Carrington Mortgage Services, LLC**  
Cashiering Dept. 2-270  
1600 South Douglass Road, Suites 110 & 200-A  
Anaheim, CA 92808

**Steps to Make an Online Payment, powered by Speedpay® - Fee: \$5.00, unless prohibited by applicable law.**

1. Enter the following web address in your internet browser: <https://carringtonoms.com>.
2. If you have not created an online account please select "Sign Up" under New User.
  - a. You will be required to agree to the Terms and Conditions of the website.
  - b. Please have your Loan Number and Social Security Number available to establish your online account.
  - c. You will be required to create a user name and password.
3. Once online, click "Make a Payment" to make your monthly mortgage payment via our secured website.
  - a. Payment Options: Checking or Savings Account (No debit/credit cards or money market accounts).
4. You will be prompted to agree to the Terms and Conditions of the Western Union Payment System for Carrington Mortgage Services, LLC.
5. You will need to provide the following information:
  - a. Email Address
  - b. Select Checking or Savings Account Radial Button
  - c. Routing Number
  - d. Banking Account Number
  - e. (Optional) Select whether to conveniently store your account information for your next scheduled payment.
6. Click "Continue".
  - a. Validate Routing and Banking Account Numbers.
  - b. Submit payment.



**Payments submitted after 11:00 PM, Eastern Time/ 8:00 PM Pacific Time or on a Sunday will be processed the next business day.**

**All payments submitted on a Sunday (even if submitted on the last day of the month) will post the following business day.**

**Steps to Make an Automated Pay-by-Phone Payment - Fee: \$10.00, unless prohibited by applicable law.**

1. Dial Toll Free Number: (800) 561-4567.
2. Enter "Option 2" (for assistance with your account).
3. When prompted, enter Loan Number, then enter the last four digits of your Social Security Number.
4. To make a payment by phone press "Option 1".
5. To make an Automated Payment by Phone and incur a \$10.00 fee, press "1".
6. When prompted, enter Loan Number, then enter the last four numbers of the primary borrower's Social Security Number.
7. When prompted, enter Routing Number and Checking Account Number.
8. Confirm payments by following the automated prompt.

**Payments submitted after 11:00 PM Eastern Time/8:00 PM Pacific Time or on a Sunday will be processed the next business day.**

**All payments submitted on a Sunday (even if submitted on the last day of the month) will post the following business day.**



Rev. 07/2013

FACTS	WHAT DOES CARRINGTON MORTGAGE SERVICES, LLC DO WITH YOUR PERSONAL INFORMATION		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"><li>• Social Security number and income</li><li>• Payment history and mortgage rates and payments</li><li>• Credit history and credit scores</li></ul>		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Carrington Mortgage Services, LLC chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information:		Does Carrington Mortgage Services, LLC share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes—to offer our products and services to you		Yes	No
For joint marketing with other financial companies		Yes	No
For our affiliates' everyday business purposes—information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness		Yes	Yes
For our affiliates to market to you		Yes	Yes
For nonaffiliates to market to you		Yes	Yes
To limit our sharing:	<ul style="list-style-type: none"><li>• Call toll free (800) 561-4567 or</li><li>• Mail the form at the bottom of the page to the following address:  Carrington Mortgage Services, LLC P.O. Box 5001 Westfield, IN 46074</li></ul> <p>Please note:</p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>		
Questions?	Call toll free, (800) 561-4567 or go to <a href="http://www.carringtonms.com">www.carringtonms.com</a>		

Mail-in Form:	
Leave Blank	Mark any/all you want to limit:
OR	<input type="checkbox"/> Do not share information about my creditworthiness with your affiliates for their everyday business purposes
If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below.	<input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.
<input checked="" type="checkbox"/> Apply my choices only to me	<input type="checkbox"/> Do not share my personal information with nonaffiliates to market their products and services to me
Name	
Address Line 1	
Address Line 2	
City State Zip	
Account Number	

CMS-OPT

9273-04403-0006784-0003-0012499

<b>Who we are</b>	
Who is providing this notice?	Carrington Mortgage Services, LLC
<b>What we do</b>	
How does Carrington Mortgage Services, LLC protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>Our Policies and Procedures and Employee Code of Conduct limit access to customer information for business purposes only and include strict standards for keeping your information confidential and secure.</p>
How does Carrington Mortgage Services, LLC collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ Apply for a loan or give us your income information</li> <li>▪ Provide employment information or provide account information</li> <li>▪ Provide your mortgage information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ Affiliates from using your information to market to you</li> <li>▪ Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
<b>People we share with</b>	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ Our affiliates include financial companies with the Carrington name such as Carrington Mortgage Holdings, LLC, Carrington Real Estate Services, LLC, Carrington Escrow, Inc., Carrington Insurance Agency, LLC, Carrington Title Services, LLC (d/b/a Carrington Settlement Services in Pennsylvania), Carrington Document Services, LLC, Carrington Foreclosure Services, LLC, and Carrington Property Services, Inc. (d/b/a Azure Home in California).</li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ Nonaffiliates we share with can include mortgage companies, insurance companies, direct marketing companies, and nonprofit organizations.</li> </ul>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ Our joint marketing partners include other mortgage companies.</li> </ul>



# CONFIDENTIAL

Instrument # 799540

NEZ PERCE COUNTY  
S-20-2012 DISCHARGE No. of Page: 1  
Received by: CORELOGIC SOLUTIONS LLC  
PATTY WEEKS  
Ex-Officio Recorder, Deputy  
MAP IN ANDREW WEST

Recording Requested By:  
Bank of America  
Prepared By: Diane De Avila  
083-603-8011  
When recorded mail to:  
CoreLogic  
459 E. Boundary St.  
Attn: Release Dept.  
Chapin, SC 29036

DocID# 33421335494365395  
Tax ID: RPL0880001G010AA  
Property Address:  
1515 21st Ave  
Lewiston, ID 83501-3916

ID-AOT (status): PENDING

Tell us about the Recorder's use  
MIN #: 1000155-0000291313-3 MERS Phone #: 408-679-0177

## ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 1901 E. Yerkes Street, Suite C, Daville, 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 THI ST SW #D-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: RIDELITY NATIONAL TITLE INSURANCE CO.

Date of Deed of Trust: 10/16/2002 Original Loan Amount: \$145,614.00

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 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)

**CONFIDENTIAL**

NOT HEREBY CERTIFY THAT THE  
 /> ONE / ID EXACT COPY OF THIS  
 CONTRACT  
 MULTISTATE TITLE & ESCROW  
*[Signature]*

Multistate

**NOTE**

LOAN #: 213354943

FHA Case No. ID1212658354703
---------------------------------

OCTOBER 16, 2009  
[Date]1515 21ST AVE., LEWISTON, ID 83501-3926  
[Property Address]**1. PARTIES**

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means BANK OF AMERICA, N.A. and its successors and assigns.

**2. BORROWER'S PROMISE TO PAY; INTEREST**

In return for a loan received from Lender, Borrower promises to pay the principal sum of ONE HUNDRED FORTY EIGHT THOUSAND SIX HUNDRED FOURTEEN and 00/100

Dollars (U.S. \$148,614.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FIVE percent ( 5.000 %) per year until the full amount of principal has been paid.

**3. PROMISE TO PAY SECURED**

Borrower's promise to pay is secured by a Mortgage, Deed of Trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

**4. MANNER OF PAYMENT****(A) Time**

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on DECEMBER 01, 2009. Any principal and interest remaining on the first day of NOVEMBER, 2039, will be due on that date, which is called the "Maturity Date."

**(B) Place**

Payment shall be made at P.O. Box 10219, Van Nuys, CA 91410-0219 or at such place as Lender may designate in writing by notice to Borrower.

**(C) Amount**

Each monthly payment of principal and interest will be in the amount of U.S. \$797.79. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

**(D) Allonge to this Note for payment adjustments**

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge     Growing Equity Allonge     Other [specify]

**5. BORROWER'S RIGHT TO PREPAY**

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

**6. BORROWER'S FAILURE TO PAY****(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent ( 4.000 %) of the overdue amount of each payment.

**(B) Default**

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of



\* 2 3 8 9 1 \*



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

# CONFIDENTIAL

CASE #: ID1212650354703

LOAN #: 213354943

payment defaults. This Note does not authorize acceleration which is not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

-(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentation and notice of dishonor. "Presentation" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

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



JEREMY L. BASS

(Seal)  
-Borrower

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

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

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

2000909916

774964

INST. NO. \_\_\_\_\_  
FILED FOR RECORD  
FEE 210 REC. BY ALLIANCE TITLE

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

2008 OCT 30 PM 3 15

Prepared By:  
ELIZABETH WILLIAMS

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

[Space Above This Line For Recording Data]

ID1212658354703  
(Doc #)

2000909916DG  
(Mortg/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, and 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 28225

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 HEREOP.

Parcel ID Number: RPL0880010010AA

MERS/FHA Deed of Trust ID  
2000909916DG/000291313-3

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CASE #: ID1212588354703

DOC ID #: 00021335494310009

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, appurteances 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) household 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 transfers 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 installments 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, household 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, contingencies, 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

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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 Late Applications Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within thirty 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 such 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 damage, 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 in 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 and 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, tested reserves 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 Gram-Rudman Depository Institutions Act of 1982, 12 U.S.C. 1701-3(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 exempted by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does not 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 payment, 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.

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DOC ID #: 0002133949421009

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

10. Retentionment. 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 debt applies even after foreclosure proceedings are instituted. To illustrate 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 connected with the foreclosure procedure. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect and if Lender has not required immediate payment in full, Borrower, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings; (ii) reinstatement will within two years immediately preceding the commencement of a current foreclosure proceeding; (iii) reinstatement will preclude foreclosure on different grounds in the future, or (iv) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Bankrupt; Forbearance By Lender Not A Waiver. Extension of the time of payment or modification of amortization of the series secured by this Security Instrument granted by Lender to any successor to interests of Borrower shall not operate to reduce 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 series secured by this Security Instrument by reason of any demands 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 conclude the exercise of any right or remedy.

12. Subscribers and Assignees. John and Steven Landaff, Co-Signers. This 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 9D. Borrower conveys and agrees that it shall be bound by and subject to the terms and conditions of this Security Instrument but does not consign the Note. (a) is co-signing this Security Instrument only to manage, 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; (c) agrees that Lender and any other Borrower may agree to cancel, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without their 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 otherwise specified by notice of another method. This 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 notices provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in that paragraph.

14. Governing Law; Scrutinability. 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 conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Crop. Borrower shall be given one confirmed copy of the Note and of this Security Instrument. Property Address or any other address Borrower designates by notice to Lender shall be given by any Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property and 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 on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property and 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 on or in 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 Substances or Environmental Law of which Borrower has actual knowledge. If Borrower fails, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affects the Property in necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substance" are those substances defined as toxic or hazardous substances, toxic pesticides and herbicides, volatile organic, materials containing asbestos or formaldehyde, and asbestos. Property is defined that relate to health, safety or environmental protection.

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

17. Assignment of Rights. 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 his 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 only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trust for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all the rents of the Property; and (iii) 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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DOC ID #: 09021335494310009

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 of 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 record 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 accrued 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. 5751 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. Recouvery. Upon payment of all sums accrued 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 recourement costs.

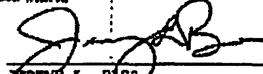
20. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to succeed Trustee appalliated hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein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

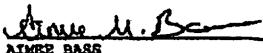
21. Area and Location of Property. The Property is (a) located within an incorporated city or village; (b) not more than 30 acres, regardless of its location, provided it is not principally used for the agricultural production of crops, livestock, dairy or similar goods; or (c) no more than 40 acres, 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)].

Condominium Rider       Growing Equity Rider       Other (specify)  
 Planned Unit Development Rider       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.

  
VERENCE L. BASS \_\_\_\_\_ (Seal)  
- Borrower

  
AIMEE M. BASS \_\_\_\_\_ (Seal)  
- Borrower

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

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

MERS PNA Deed of Trust ID  
2004NJD (sec05).02

Page 5 of 8

**774964**

CASE #: ID1212658354703

DOC ID #: 00021335494310009

STATE OF IDAHO,

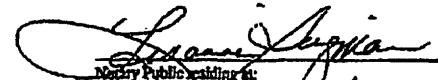
On this 23 day of Oct. 2009

County: Clackamas

before me,  
Lisanne Bingham, a Notary Public in and for the said county and state;  
personally appeared Jeremy L Bass & George Bass

knows 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.



Notary Public Seal/Stamp:

Clackamas WA

My Commission Expires: 1-10-14

LISANNE BINGMAN  
Notary Public  
State of Idaho

MERS FHA Deed of Trust-ID  
2004N-ID [26508].02

Page 6 of 6

Description: Nes Force, ID Document - DocID 774964 Page: 6 of 7  
Order: 2842352 Comment:

**774964**

CASE #: ID1212658354703

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



Legal Description Exhibit A  
2C404-XX (D8/08).01(d)(1)

Page 1 of 1



FHA/VA Case No.

1212658354703

## SUBORDINATE NOTE

September 14, 2012

JEREMY L BASS  
1515 21ST AVE  
LEWISTON, ID 83501  
DOC ID# 0652133549437105B

THIS LOAN IS PAYABLE IN FULL AT MATURITY OR IF THE CONDITIONS SET FORTH IN SECTION 4 BELOW OCCUR. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.



2133549435USC-F1A-HNMP-98635  
IDAHO - SCHEDULE "A" - HUD INSTRUMENT

8242 1009

**1. PARTIES**

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

**2. BORROWER'S PROMISE TO PAY**

In return for a loan received from Lender, Borrower promises to pay the principal sum of \$7,392.91 (seven thousand three hundred ninety-two and 91/100 dollars) to the order of Lender.

**3. PROMISE TO PAY SECURED**

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

**4. MANNER OF PAYMENT**

**(A) Time**

On, September 1, 2042 of insured mortgage or, if earlier, when the first of the following events occurs:

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

**(B) Place**

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

**5. BORROWER'S RIGHT TO PREPAY**

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.



**IDAHO - SCHEDULE "A" - HUD INSTRUMENT**

8242 10/09

## **6. WAIVERS**

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

## **7. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

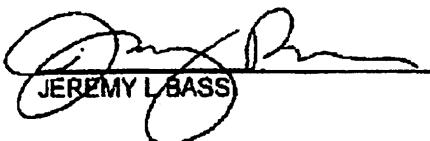


213354943-USC-FHAHMP-08635

**IDAHO - SCHEDULE "A" - HUD INSTRUMENT**

8242 10/09

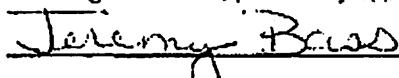
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.



(SEAL)  
Borrower

STATE OF Idaho

On this, the 28<sup>th</sup> day of September, 2012, before me, the undersigned officer, personally appeared



known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal. My Commission Expires:

 Exp. 12/8/16

FSR Zions Bank  
Title of Officer

MICHELLE WILSON  
NOTARY PUBLIC  
STATE OF IDAHO



21334943 • USC • PHA • MP • 00035

IDAHO - SCHEDULE "A" - HUD INSTRUMENT

8242 10:09

**When Recorded Return To:**

Bank of America, N.A.  
1001 Liberty Avenue, Suite 675  
Pittsburgh, PA 15222

**Recording Requested By:**

Bank of America, N.A.  
Document No.: 06522133549437105A

Space Above for Recorder's Use \_\_\_\_\_

**LOAN MODIFICATION AGREEMENT**

**Borrower ("I")<sup>1</sup>:** JEREMY L BASS

**Lender or Servicer ("Lender"):** Bank of America, N.A.

**Date of first-lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"):** October 16, 2009

**FHA Loan Number:** 1212658354703

**Property Address ("Property"):** 1515 21ST AVE, LEWISTON, ID 83501

See attached Exhibit "A" for Legal Description

**Recording Information:** Mortgage recorded in Book/Liber \_\_\_\_\_ at page(s)  
of the \_\_\_\_\_ Records of \_\_\_\_\_

(Name of Records) (County and State, or Other Jurisdiction)

<sup>1</sup> If more than one Borrower or Mortgagor executes this document, each is referred to as "I." Words signifying the singular (such as "I") include the plural (such as "we") and vice versa where appropriate.

**FHA-HAMP Loan Modification Agreement**      **One-to Four-Family Bank of America, N.A. (rev. 111219/11)**



**Important Disclosures:** The Federal Housing Administration (FHA) requires that the Lender provide you with information to help you understand the modified mortgage and partial claim terms that are being offered to you. The Lender must timely provide you with clear and understandable written information about the terms, costs, and risks of the modified mortgage to enable the Borrower to make informed decisions. This information is included below. Please read it carefully.

If my representations in Section 1 are true in all material respects and if I have satisfied all of the preconditions in Section 2, this Loan Modification Agreement ("Agreement") will, as set forth in Section 3, modify (1) the Mortgage on the Property and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are called the "Loan Documents." Capitalized terms used in this Agreement and not otherwise defined have the meanings set forth in the Mortgage and/or Note, as applicable.

**1. My Representations.** I certify, represent to Lender, and agree:

- A. I am experiencing a financial hardship. As a result, (1) I am in default under the Loan Documents and (2) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments due under the Loan Documents.
- B. I live in the Property as my principal residence. The Property has not been condemned.
- C. Except as approved in writing by the FHA or Lender, there has been no change in the ownership of the Property since I signed the Loan Documents.
- D. I have provided documentation for all income that I receive. I am not required to disclose child support or alimony, unless I chose to rely on such income to qualify for the FHA-Home Affordable Modification Program ("Program").
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including (but not limited to) the documents and information regarding my eligibility for the Program, are true and correct.
- F. I have made all payments required under a trial period plan, as required under the Program.

**2. Acknowledgements and Preconditions to Modification.** I understand, acknowledge, and agree:

- A. As a precondition to receiving this proposed modification of the Loan Documents, I must accept and fully execute the FHA's required subordinate mortgage (also called a Partial Claim Note and Security Instrument).



- B. Prior to the Modification Effective Date (as defined in Section 3), if Lender determines that any of my representations in Section 1 are no longer true and correct, (1) the Loan Documents will not be modified, (2) this Agreement will not be valid, and (3) the Lender will have all of the rights and remedies provided by the Loan Documents.
- C. The Loan Documents will not be modified unless the Modification Effective Date (as defined in Section 3) has occurred.
- D. The Lender has no obligation to make any modification of the Loan Documents if any of the requirements under this Agreement has not been met.
3. **The Modification.** If my representations in Section 1 continue to be true and correct and all preconditions to the modification in Section 2 have been met, the Loan Documents will automatically become modified (the "Modified Loan Documents") on October 1, 2012 (the "Modification Effective Date") and Lender will waive all due and unpaid late charges.
- A. The new Maturity Date will be: September 1, 2042
- B. The new principal balance of my Note will be \$142,709.46 (the "New Principal Balance").
- C. I promise to pay the New Principal Balance, plus interest, to the order of Lender.
- D. The annual interest rate on the New Principal Balance will be 4.375%, beginning September 1, 2012, both before and after any new default. This fixed interest rate will remain in effect until principal and interest and all of the obligations due under the Modified Loan Documents are paid in full.
- E. On October 1, 2012 and on the first day of each month thereafter until all of the obligations due under the Modified Loan Documents are paid in full, Borrower must make monthly payments of \$977.78 (each, a "Monthly Payment"). Each Monthly Payment includes principal and interest of \$712.53, plus the current required escrow payment of \$265.25. My required escrow payments will likely adjust periodically in accordance with applicable law. If an escrow adjustment occurs, my total monthly payment would change accordingly.
- F. I will be in default if I do not comply with the terms of the Modified Loan Documents.
4. **Additional Agreements.** I understand and agree:
- A. I accept the risks of entering into this Agreement. These risks include (but are not limited to):



- (1) The FHA's subordinate lien will require a balloon payment when I pay off, sell, or refinance the Property, which may make these things more difficult to do. The FHA's subordinate lien may also make it more difficult to get additional subordinate lien financing.
- (2) My modified loan will have a fixed interest rate that will not change. As a result, if the interest rate in my Loan Documents could go up and down based on changes in an index, my new fixed interest rate might sometimes be higher than I would have paid before this modification.
- B. All persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (1) a borrower or co-borrower is deceased; (2) the borrower and co-borrower are divorced and the Property has been transferred to one spouse in the divorce decree, in which event the spouse who no longer has an interest in the Property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (3) the Lender has waived this requirement in writing.
- C. This Agreement supersedes the terms of any modification, forbearance, trial period plan, or workout plan that I entered into with Lender before the date of this Agreement.
- D. Except to the extent modified by this Agreement, I will comply with all covenants, agreements, and requirements of the Loan Documents, including (but not limited to) my agreement to pay all taxes, insurance premiums, assessments, Escrow Items, impounds, and all other similar obligations, the amounts of which may change in accordance with the terms of my Modified Loan Documents.
- E. The Modified Loan Documents are duly valid, binding agreements, enforceable in accordance with their terms and are hereby ratified and confirmed.
- F. All terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect. Nothing in this Agreement satisfies or releases any obligation in the Loan Documents. Except as expressly modified by this Agreement, I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents and this Agreement.
- G. I will fully cooperate with Lender in obtaining any title endorsement(s) or similar title insurance product(s) and/or any subordination agreement(s) that are necessary or required by Lender's procedures and/or the Program to ensure that the Mortgage, as modified by this Agreement, is in first-priority lien position and is fully enforceable. The terms of this Agreement will not become effective, and this Agreement will be null and void, if Lender does not receive such title endorsement(s), title insurance product(s), and/or subordination agreement(s) on or before the Modification Effective Date.



- 
- H. If an error is detected after execution of this Agreement, I will execute any documents reasonably necessary to (1) consummate the terms and conditions of this Agreement and/or (2) correct the terms and conditions of this Agreement (a "Corrected Agreement"). If I receive a Corrected Agreement from Lender, this Agreement will be void and of no legal effect. If I elect not to sign a Corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Program.
  - I. Lender will collect and record, as applicable, personal information about me, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity ("Personal Information"). In addition, I consent to the disclosure of my Personal Information and the terms of the trial period plan and this Agreement by Lender to (1) any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s), (2) companies that perform support services for the Program, and (3) any HUD-certified housing counselor.
  - J. If any document related to the Loan Documents and/or this Agreement is lost, misplaced, or otherwise missing, I will comply with Lender's request to execute, acknowledge, initial, and deliver to Lender any documents Lender deems necessary ("Replacement Documents"). I will deliver the Replacement Documents within ten days after I receive Lender's written request for such Replacement Documents.



213354943-USC-FHAAHNP-88835

In Witness Whereof, Lender and I have executed this Agreement.

SIGNED AND ACCEPTED THIS 28<sup>th</sup> DAY OF September 2012

Borrower:



JEREMY L BASS

ALL SIGNATURES MUST BE ACKNOWLEDGED

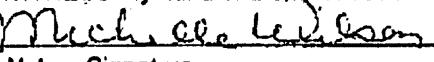
STATE OF Idaho

COUNTY OF Ada

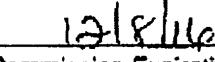
On September 28, 2012 before me, Michelle Wilson, Notary Public, personally

appeared Jeremy Bass, personally known to me (or 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 or entity upon behalf of which the person(s) acted, executed the instrument.

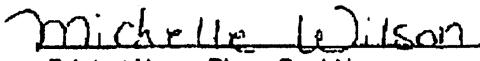
WITNESS my hand and official seal.



Notary Signature



Commission Expiration Date



Printed Name Place Seal Here

MICHELLE WILSON  
NOTARY PUBLIC  
STATE OF IDAHO



21334943-USC-FHAWMP-88636

**The following mortgagor is not a Borrower, but has an ownership interest in the Property and is signing solely to consent to this Modification as a mortgagor:**

**MORTGAGOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (typed or printed)

**STATE OF \_\_\_\_\_**

**COUNTY OF \_\_\_\_\_**

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary  
Public, personally

appeared \_\_\_\_\_, personally known to me  
(or 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 or entity upon behalf of which  
the person(s) acted, executed the instrument.

**WITNESS my hand and official seal.**

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

\_\_\_\_\_  
Commission Expiration Date

\_\_\_\_\_  
Printed Name Place Seal Here



Bank of America, N.A., for itself or as successor by merger to BAC Home Loans  
Servicing, LP

By: Urban Settlement Services, LLC, its attorney in fact

By:

Dated:

Name:

Title :

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary  
Public, personally

appeared \_\_\_\_\_, personally known to me  
(or 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 or entity upon behalf of which  
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

---

Notary Signature

---

Commission Expiration Date

---

Printed Name Place Seal Here



## **INSTRUCTIONS FOR FILLING OUT THE NOTARY PAGE**

**IT IS THE BORROWER'S RESPONSIBILITY TO ENSURE THAT THE NOTARY PAGE IS PROPERLY FILLED OUT. PLEASE BRING THIS PAGE AND THE SAMPLE NOTARY PAGE WITH YOU WHEN YOU GO BEFORE A NOTARY TO HAVE THE BLANK NOTARY PAGE SIGNED.**

### **DIRECTIONS**

The blank notary page must be filled out correctly because it will be placed in the public record. Also, the blank notary page should not be filled out until you are before the notary. The blank notary page is 8 ½ x 11 inches and begins "Signed and accepted this \_\_\_\_\_ day of \_\_\_\_\_." Use the information by each letter below to help fill out that section of the blank notary page. The sample notary page shows exactly how to fill out each section.

**\*\*\*\*\* THE NOTARY MUST FILL OUT SECTIONS A, C, D, E & F. \*\*\*\*\***

**A. "SIGNED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_;"**

This date must match the date that you visit the notary. For example, if you went before the notary on May 5, 2012, this line should be completed to read: "SIGNED AND ACCEPTED THIS 5th DAY OF May 2012."

**B. Sign your name exactly as it is printed in this Section of the blank notary page.**

For example, if the printed name includes a middle initial, include your middle initial. However, if the printed name does not include a middle initial, do not sign with your middle initial. If your name is printed incorrectly on the blank notary page or in our system, please call our Simple Assumption Department after your loan is current.

**C. Fill in the name of the state and the county, and the "On \_\_\_\_\_, before me, \_\_\_\_\_"**

Insert the name of the county where the notary is bonded. The date must match the date in Section A. The notary must insert his/her full name.

**D. On this line, print the name or names exactly as they are printed in Section B.**

**E. The notary must (1) sign and print his/her name, (2) stamp the notary page with his/her notary stamp, and (3) write in the date when his/her commission expires.**



**SAMPLE NOTARY PAGE**

**SIGNED AND ACCEPTED THIS A DAY OF  
A**

**Borrower:**

B B  
**JEREMY L BASS**

**STATE OF C**

**COUNTY OF C**

On C, before me, C,  
Notary Public, personally appeared D,  
personally known to me (or 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 or  
entity upon behalf of which the person(s) acted, executed the instrument.

**WITNESS my hand and official seal.**

E

**Notary Signature**

E

**Commission Expiration Date**

E

**Printed Name Place Seal Here**



213354943-USC-FHAMNP-86635

**DO NOT WRITE BELOW THIS LINE.**

**THIS SECTION IS FOR INTERNAL USE ONLY**

Bank of America, N.A., for itself or as successor by merger to BAC Home Loans Servicing, LP  
By: Urban Settlement Services, LLC, its attorney in fact

By:



Dated JUN 09 2014

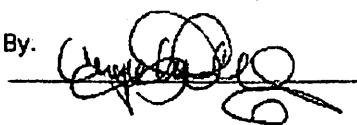
Name: CRYSTAL MUAS  
Title : Assistant Secretary

**DO NOT WRITE BELOW THIS LINE.**

**THIS SECTION IS FOR INTERNAL USE ONLY**

Bank of America, N.A., for itself or as successor by merger to BAC Home Loans Servicing, LP  
By: Urban Settlement Services, LLC, its attorney in fact

By:



Dated

**JUN 09 2014**

Name: CRYSTAL MIJAS

Title : Assistant Secretary

SPACE ABOVE FOR RECORDER USE

**WHEN RECORDED MAIL TO:**

Bank of America, N.A.  
1001 Liberty Avenue, Suite 675  
Pittsburgh, PA 12222

**PREPARED BY:**

Bank of America, N.A.

FHA/VA Case No. 1212658354703

Doc ID 0652133549437105B

See Exhibit B for assignments of record if applicable

**DEED OF TRUST**

THIS DEED OF TRUST ("Security Instrument"), is given on September 14, 2012. The Trustor(s) are JEREMY L BASS, whose address is 1515 21ST AVE, LEWISTON, ID 83501 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is Department of Housing and Urban Development, Attention: C&L Service Corp./ Morris-Griffin Corp. 2488 E 81st Street, Suite 700, Tulsa, OK 74137 ("Lender"). Borrower owes Lender the principal sum of \$7,392.91. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on September 1, 2042. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 2 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with power of sale, the following described property located in NEZ PERCE County, State of Idaho: which has the address 1515 21ST AVE, LEWISTON, ID 83501 (See Exhibit A for Legal Description if applicable) ("Property Address") more particularly described as follows:

**IDAHO - SUBORDINATE MORTGAGE - 7/99 - HUD INSTRUMENT**

FHA- PARTIAL CLAIM

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**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

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

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

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

1. **PAYMENT OF PRINCIPAL.** Borrower shall pay when due the principal of the debt evidenced by the Note.
2. **LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY.** If (A) Borrower does not keep all promises and agreements made in this Security Instrument, or (B) someone, including Borrower, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this Paragraph 2 may include, for example, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Lender must give Borrower notice before Lender may take any of these actions.

Borrower will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 2. This Security Instrument will protect Lender in case Borrower does not keep this promise to pay those amounts with interest.

Borrower will pay those amounts to Lender when Lender sends Borrower a notice requesting that Borrower do so. Borrower will also pay interest on those amounts at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and Borrower may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 2, Lender does not have to do so.

3. **BORROWER NOT RELEASED; FORBEARANCES BY LENDER NOT A WAIVER.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
4. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is consigning this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.
5. **NOTICES.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: Department of Housing and Urban Development, Attention: C&L Service Corp./Morris-Griffin Corp. 2488 E 81st Street, Suite 700, Tulsa, OK 74137 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.
6. **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.
7. **BORROWER'S COPY.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

**IDaho - SUBORDINATE MORTGAGE - 7/99 - HUD INSTRUMENT**

FHA- PARTIAL CLAIM

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**8. ACCELERATION; REMEDIES.** If Borrower fails to keep any promise or agreement made in this Security Instrument, including the promise to pay, when due, the amount owed, Lender, prior to acceleration, shall give notice to Borrower as provided in paragraph 5 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 8, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall give Trustee a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold shall record a notice of sale in each county in which the Property or some part thereof is located, and Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such time as may be 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 such order as Trustee may determine. 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 Lender's designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold 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 reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time when the purchaser will be entitled to Trustee's deed thereto. The recitals in 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 reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Security Instrument; and (c) the excess, if any, to the person or persons legally entitled thereto.

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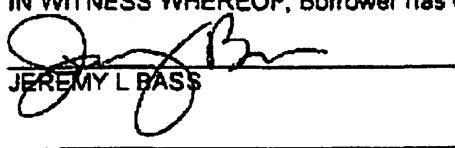
9. **BORROWER'S RIGHT TO REINSTATE.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to keep any promise or agreement made in this Security Instrument, including the promise to pay, when due, the amounts due under the Note and this 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 the 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.
10. **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 indebtedness secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.
11. **SUBSTITUTE TRUSTEE.** Lender may, from time to time in Lender's discretion 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 the Trustee herein and by applicable law.
12. **AREA OF PROPERTY.** The area of the Property is not more than thirty acres.

**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

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

IN WITNESS WHEREOF, Borrower has executed this Security Instrument.

  
\_\_\_\_\_  
JEREMY L BASS

State of Idaho

County May Peace

On this 28<sup>th</sup> day of September, in the year of 2012, before me

Jeremy Bass, personally appeared

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 that he (she) (they) executed the same.

Michelle Wilson  
Notary Public

My Commission Expires on 12/8/16

MICHELLE WILSON  
NOTARY PUBLIC  
STATE OF IDAHO

(Space Below This Line Reserved For Lender and Recorder)

IDaho - SUBORDINATE MORTGAGE - 7/89 - HUD INSTRUMENT

FHA- PARTIAL CLAIM

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**CUSTOMER ACCOUNT ACTIVITY STATEMENT**  
**The information furnished below is not to be used for IRS reporting.**

Loan Number: 4000401948

Date: 01/16/21

Page: 1 of 1

JEREMY L BASS  
 1515 21ST AVE  
 LEWISTON, ID 83501

Beginning Balance:	113,935.79	Prin. Amount Paid:	1,799.17	Ending Balance:	112,136.62
Interest Paid:	2,684.78	Next Due:	07/01/20	Late Charges Paid:	208.77

Fees Paid:	30.00	Fees Unpaid:	0.00	Late Chrg Unpaid:	0.00
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Paid To:	06/01/20
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	DUE DATE	TRANSACTION DATE	TOTAL AMOUNT	INTEREST AMOUNT	PRINCIPAL AMOUNT	PRINCIPAL BAL AFTER-TRANS	ESCROW AMOUNT	ESC-REFUND BAL-AFTER	LATE CHARGES	FEES	CREDIT/ OPT-INSURE	ESC
E56	12/01/19	01/01/20	-63.85	0.00	0.00	113935.79	-63.85	515.95	0.00	0.00	0.00	0.00
F8	12/01/19	01/01/20	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00
FEA	12/01/19	01/01/20	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00
AP	01/01/20	01/01/20	1099.51	415.39	297.11	113638.65	311.72	860.67	42.29	0.00	0.00	0.00
E56	01/01/20	02/05/20	-63.85	0.00	0.00	113638.65	-63.85	806.82	0.00	0.00	0.00	0.00
F8	01/01/20	02/05/20	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00
FEA	01/01/20	02/05/20	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00
AP	02/01/20	02/25/20	1082.35	414.31	298.22	113340.43	328.20	1135.02	41.62	0.00	0.00	0.00
E56	02/01/20	03/05/20	-63.85	0.00	0.00	113340.43	-63.85	1081.17	0.00	0.00	0.00	0.00
F8	02/01/20	03/05/20	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00
FEA	02/01/20	03/05/20	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00
AP	03/01/20	03/17/20	1082.35	413.22	299.31	113041.12	329.20	1409.37	41.62	0.00	0.00	0.00
E56	03/01/20	04/01/20	-63.85	0.00	0.00	113041.12	-63.85	1355.52	0.00	0.00	0.00	0.00
F8	03/01/20	04/01/20	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00
FEA	03/01/20	04/01/20	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00
AP	04/01/20	04/25/20	1082.35	412.13	300.00	112740.72	328.20	1693.72	41.62	0.00	0.00	0.00
E56	04/01/20	05/05/20	-63.85	0.00	0.00	112740.72	-63.85	1629.87	0.00	0.00	0.00	0.00
E90	04/01/20	06/02/20	-909.74	0.00	0.00	112740.72	-909.74	720.13	0.00	0.00	0.00	0.00
F8	04/01/20	05/03/20	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00
FEA	04/01/20	06/03/20	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00
AP	05/01/20	06/03/20	1040.73	411.03	301.50	112439.22	328.20	1048.33	0.00	0.00	0.00	0.00
SWA	05/01/20	06/03/20	41.62	0.00	0.00	112439.22	0.00	1048.33	0.00	0.00	0.00	41.62
SR	05/01/20	06/01/20	0.00	0.00	0.00	112439.22	0.00	1048.33	41.62	0.00	0.00	-41.62
E56	05/01/20	06/05/20	-63.85	0.00	0.00	112439.22	-63.85	991.18	0.00	0.00	0.00	0.00
F8	05/01/20	06/20/20	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00
FEA	05/01/20	06/20/20	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00
AP	06/01/20	06/20/20	1040.73	409.93	302.60	112136.62	328.20	1322.68	0.00	0.00	0.00	0.00
E56	06/01/20	07/01/20	-63.85	0.00	0.00	112136.62	-63.85	1268.83	0.00	0.00	0.00	0.00
E20	06/01/20	08/03/20	-1563.97	0.00	0.00	112136.62	-1563.97	-295.14	0.00	0.00	0.00	0.00
E90	06/01/20	11/24/20	-936.56	0.00	0.00	112136.62	-936.56	-1231.30	0.00	0.00	0.00	0.00

**CUSTOMER ACCOUNT ACTIVITY STATEMENT**

The information furnished below is not to be used for IRS reporting.

Loan Number: 4000401948

Date: 01/18/22

Page: 1 of 1

JEREMY L BASS  
1515 21ST AVE  
LEWISTON, ID 83501

Beginning Balance: 112,136.62 Prin. Amount Paid: 0.00 Ending Balance: 112,136.62

Interest Paid: 0.00 Next Due: 07/01/20 Late Charges Paid: 0.00

Fees Paid: 0.00 Fees Unpaid: 0.00 Late Chrg Unpaid: 0.00

Paid To: 06/01/20

DUE DATE	TRANSACTION DATE	TOTAL AMOUNT	INTEREST AMOUNT	PRINCIPAL AMOUNT	PRINCIPAL BAL AFTER-TRANS	ESCROW AMOUNT	ESC-IMPOUND BAL-AFTER	LATE CHARGES/ FEES	CREDIT/ OPT-INSURE	MISC	
E90	06/01/20	06/01/21	-936.56	0.00	0.00	112136.62	-936.56	-2168.26	0.00	0.00	0.00
E20	06/01/20	07/16/21	-1691.39	0.00	0.00	112136.62	-1691.39	-3859.66	0.00	0.00	0.00
E90	06/01/20	11/18/21	-1138.02	0.00	0.00	112136.62	-1138.02	-4997.57	0.00	0.00	0.00

Transactions between **1/1/2022** and **4/22/2024** **Carrington Payment History**  
**Primary Borrower:** JEREMY L BASS **Loan Number:** 4000401948  
**Secondary Borrower:** **Current UPB:** \$0.00  
**Property Address:** 1515 21ST AVE **Original UPB:** \$148,614.00  
**Current Paid To Date:** 6/1/2020  
**Property City, State, Zip:** LEWISTON, ID 83501 **Current Next Due Date:** 7/1/2020



Tran Date	Effective Date	Payment Paid To Date	Tran Code	Tran Amount	Interest Amount	Principal Amount	Escrow Amount	Balance Escrow	Late Charge Amount	Balance Principal	Balance Late Charge	Unapplied Funds Amount	Balance Unapplied Funds
04/17/24			NBP	\$12.38									
04/17/24			NBP	\$116.86									
03/18/24			IPP	\$12.38									
03/18/24			IPP	\$116.86									
03/14/24		06/01/20	FB	\$8,267.34									
03/13/24		06/01/20	FB	\$20.25									
03/13/24		06/01/20	FB	\$297.50									
03/04/24		06/01/20	FC	\$142,880.75	\$18,806.18	\$112,136.62	\$11,937.95	\$0.00	\$0.00	\$0.00	\$0.00		
03/04/24	03/04/24	06/01/20	SR	\$6,418.08	\$0.00	\$0.00	\$0.00	(\$11,937.95)	\$0.00	\$112,136.62	\$0.00		
03/04/24			TPP	\$20.00									
03/04/24			TPP	\$20.00									
03/04/24			TPP	\$200.00									
03/04/24			TPP	\$125.00									
03/04/24			TPP	\$25.00									
03/04/24			TPP	\$9.00									
03/04/24			TPP	\$15.00									
03/04/24			TPP	\$25.00									
03/04/24		06/01/20	FE	\$57.93									
03/04/24		06/01/20	FE	\$24.25									

Transactions between **1/1/2022** and **4/22/2024** **Carrington Payment History**  
**Primary Borrower:** JEREMY L BASS **Loan Number:** 4000401948  
**Secondary Borrower:** **Current UPB:** \$0.00  
**Property Address:** 1515 21ST AVE **Original UPB:** \$148,614.00  
**Current Paid To Date:** 6/1/2020  
**Property City, State, Zip:** LEWISTON, ID 83501 **Current Next Due Date:** 7/1/2020



Tran Date	Effective Date	Payment Paid To Date	Tran Code	Tran Amount	Interest Amount	Principal Amount	Escrow Amount	Balance Escrow	Late Charge Amount	Balance Principal	Balance Late Charge	Unapplied Funds Amount	Balance Unapplied Funds
03/04/24		06/01/20	FE	\$100.00									
03/04/24		06/01/20	FE	\$525.00									
03/04/24		06/01/20	FE	\$56.91									
03/04/24		06/01/20	FE	\$24.25									
03/04/24		06/01/20	FE	\$100.00									
03/04/24		06/01/20	FE	\$30.00									
03/04/24		06/01/20	FE	\$33.66									
03/04/24		06/01/20	FE	\$124.25									
03/04/24		06/01/20	FE	\$15.25									
03/04/24		06/01/20	FE	\$30.00									
03/04/24		06/01/20	FE	\$48.81									
03/04/24		06/01/20	FE	\$124.25									
03/04/24		06/01/20	FE	\$48.81									
03/04/24		06/01/20	FE	\$124.25									
03/04/24		06/01/20	FE	\$20.00									
03/04/24		06/01/20	FE	\$48.81									
03/04/24		06/01/20	FE	\$100.00									
03/04/24		06/01/20	FE	\$24.25									
03/04/24		06/01/20	FE	\$20.00									

Transactions between 1/1/2022 and 4/22/2024

Primary Borrower: JEREMY L BASS

Secondary Borrower:

Property Address: 1515 21ST AVE

Property City, State, Zip: LEWISTON, ID 83501

#### Carrington Payment History

Loan Number: 4000401948

Current UPB: \$0.00

Original UPB: \$148,614.00

Current Paid To Date: 6/1/2020

Current Next Due Date: 7/1/2020



Tran Date	Effective Date	Payment Paid To Date	Tran Code	Tran Amount	Interest Amount	Principal Amount	Escrow Amount	Balance Escrow	Late Charge Amount	Balance Principal	Balance Late Charge	Unapplied Funds Amount	Balance Unapplied Funds
03/04/24		06/01/20	FE	\$48.81									
03/04/24		06/01/20	FE	\$24.25									
03/04/24		06/01/20	FE	\$100.00									
03/04/24		06/01/20	FE	\$525.00									
03/04/24		06/01/20	FE	\$20.00									
03/04/24		06/01/20	FE	\$48.81									
03/04/24		06/01/20	FE	\$24.25									
03/04/24		06/01/20	FE	\$100.00									
03/04/24		06/01/20	FE	\$15.25									
03/04/24		06/01/20	FE	\$46.65									
03/04/24		06/01/20	FE	\$24.25									
03/04/24		06/01/20	FE	\$100.00									
03/04/24		06/01/20	FE	\$90.00									
03/04/24		06/01/20	FE	\$46.65									
03/04/24		06/01/20	FE	\$24.25									
03/04/24		06/01/20	FE	\$100.00									
03/04/24		06/01/20	FE	\$1,320.00									
03/04/24		06/01/20	FE	\$46.65									
03/04/24		06/01/20	FE	\$24.25									

Transactions between **1/1/2022** and **4/22/2024**

**Primary Borrower:** JEREMY L BASS

**Secondary Borrower:**

**Property Address:** 1515 21ST AVE

**Property City, State, Zip:** LEWISTON, ID 83501

#### Carrington Payment History

**Loan Number:** 4000401948

**Current UPB:** \$0.00

**Original UPB:** \$148,614.00

**Current Paid To Date:** 6/1/2020

**Current Next Due Date:** 7/1/2020



Tran Date	Effective Date	Payment Paid To Date	Tran Code	Tran Amount	Interest Amount	Principal Amount	Escrow Amount	Balance Escrow	Late Charge Amount	Balance Principal	Balance Late Charge	Unapplied Funds Amount	Balance Unapplied Funds
03/04/24		06/01/20	FE	\$100.00									
03/04/24		06/01/20	FE	\$1,540.00									
03/04/24		06/01/20	FE	\$46.65									
03/04/24		06/01/20	FE	\$24.25									
03/04/24		06/01/20	FE	\$100.00									
03/04/24		06/01/20	FE	\$46.65									
03/04/24		06/01/20	FE	\$24.25									
03/04/24		06/01/20	FE	\$100.00									
03/04/24		06/01/20	FE	\$15.25									
03/04/24		06/01/20	FE	\$450.00									
03/04/24		06/01/20	FE	\$20.00									
03/04/24		06/01/20	FE	\$810.00									
03/04/24		06/01/20	FE	\$20.00									
03/04/24		06/01/20	FE	\$46.65									
03/04/24		06/01/20	FE	\$24.25									
03/04/24		06/01/20	FE	\$100.00									
03/04/24		06/01/20	FE	\$46.65									
03/04/24		06/01/20	FE	\$0.57									
03/04/24		06/01/20	FE	\$1.62									

Transactions between **1/1/2022** and **4/22/2024**

**Primary Borrower:** JEREMY L BASS

**Secondary Borrower:**

**Property Address:** 1515 21ST AVE

**Property City, State, Zip:** LEWISTON, ID 83501

#### Carrington Payment History

**Loan Number:** 4000401948

**Current UPB:** \$0.00

**Original UPB:** \$148,614.00

**Current Paid To Date:** 6/1/2020

**Current Next Due Date:** 7/1/2020



Tran Date	Effective Date	Payment Paid To Date	Tran Code	Tran Amount	Interest Amount	Principal Amount	Escrow Amount	Balance Escrow	Late Charge Amount	Balance Principal	Balance Late Charge	Unapplied Funds Amount	Balance Unapplied Funds
03/04/24		06/01/20	FE	\$24.25									
03/04/24		06/01/20	FE	\$100.00									
03/04/24		06/01/20	FE	\$3,210.00									
03/04/24		06/01/20	FE	\$140.76									
03/04/24		06/01/20	FE	\$20.00									
03/04/24		06/01/20	FE	\$44.79									
03/04/24		06/01/20	FE	\$17.74									
03/04/24		06/01/20	FE	\$127.25									
03/04/24		06/01/20	FE	\$145.25									
03/04/24		06/01/20	FE	\$20.00									
03/04/24		06/01/20	FE	\$20.00									
03/04/24		06/01/20	FE	\$20.00									
03/04/24		06/01/20	FE	\$525.00									
03/04/24		06/01/20	FE	\$86.00									
03/04/24		06/01/20	FE	\$205.00									
03/04/24		06/01/20	FE	\$72.00									
03/04/24		06/01/20	FE	\$610.74									
03/04/24		06/01/20	FE	\$20.00									
03/04/24		06/01/20	FE	\$52.74									

**Transactions between** 1/1/2022 **and** 4/22/2024  
**Primary Borrower:** JEREMY L BASS  
**Secondary Borrower:**  
**Property Address:** 1515 21ST AVE  
**Property City, State, Zip:** LEWISTON, ID 83501

### Carrington Payment History

**Loan Number:** 4000401948  
**Current UPB:** \$0.00  
**Original UPB:** \$148,614.00  
**Current Paid To Date:** 6/1/2020  
**Current Next Due Date:** 7/1/2020



Tran Date	Effective Date	Payment Paid To Date	Tran Code	Tran Amount	Interest Amount	Principal Amount	Escrow Amount	Balance Escrow	Late Charge Amount	Balance Principal	Balance Late Charge	Unapplied Funds Amount	Balance Unapplied Funds
03/04/24		06/01/20	FE	\$0.57									
03/04/24		06/01/20	FE	\$18.25									
03/04/24		06/01/20	FE	\$45.50									
03/04/24		06/01/20	FE	\$907.50									
03/04/24		06/01/20	FE	\$704.00									
03/04/24		06/01/20	FE	\$495.00									
03/04/24		06/01/20	FE	\$30.00									
03/04/24		06/01/20	FE	\$20.00									
03/04/24	03/04/24	06/01/20	SR7	(\$165,346.71)	\$0.00	\$0.00	\$0.00	(\$11,937.95)	\$0.00	\$112,136.62	\$0.00		
03/04/24		06/01/20	UFD	(\$165,346.71)								(\$165,346.71)	\$0.00
03/04/24	03/04/24	06/01/20	SR	\$165,346.71	\$0.00	\$0.00	\$0.00	(\$11,937.95)	\$0.00	\$112,136.62	\$0.00		
03/04/24		06/01/20	UFD	\$165,346.71								\$165,346.71	\$165,346.71
02/14/24		06/01/20	FB	\$57.93									
02/14/24		06/01/20	FB	\$24.25									
02/14/24		06/01/20	FB	\$100.00									
02/12/24		06/01/20	FB	\$525.00									
02/06/24			IPP	\$9.00									
01/16/24		06/01/20	FB	\$56.91									
01/16/24		06/01/20	FB	\$24.25									

Transactions between **1/1/2022** and **4/22/2024**

**Primary Borrower:** JEREMY L BASS

**Secondary Borrower:**

**Property Address:** 1515 21ST AVE

**Property City, State, Zip:** LEWISTON, ID 83501

#### Carrington Payment History

**Loan Number:** 4000401948

**Current UPB:** \$0.00

**Original UPB:** \$148,614.00

**Current Paid To Date:** 6/1/2020

**Current Next Due Date:** 7/1/2020



Tran Date	Effective Date	Payment Paid To Date	Tran Code	Tran Amount	Interest Amount	Principal Amount	Escrow Amount	Balance Escrow	Late Charge Amount	Balance Principal	Balance Late Charge	Unapplied Funds Amount	Balance Unapplied Funds
01/16/24		06/01/20	FB	\$100.00									
01/16/24		06/01/20	FB	\$30.00									
01/05/24		06/01/20	FB	\$33.66									
01/05/24		06/01/20	FB	\$124.25									
01/05/24		06/01/20	FB	\$15.25									
12/05/23		06/01/20	FB	\$30.00									
11/30/23		06/01/20	FB	\$48.81									
11/30/23		06/01/20	FB	\$124.25									
11/27/23		06/01/20	E90	(\$1,162.18)	\$0.00	\$0.00	(\$1,162.18)	(\$11,937.95)	\$0.00	\$112,136.62	\$0.00		
10/26/23		06/01/20	FB	\$48.81									
10/26/23		06/01/20	FB	\$124.25									
10/20/23		06/01/20	FB	\$20.00									
09/28/23		06/01/20	FB	\$48.81									
09/28/23		06/01/20	FB	\$100.00									
09/28/23		06/01/20	FB	\$24.25									
09/26/23		06/01/20	FB	\$20.00									
09/11/23		06/01/20	FB	\$48.81									
09/11/23		06/01/20	FB	\$24.25									
09/11/23		06/01/20	FB	\$100.00									

**Transactions between** **1/1/2022** **and** **4/22/2024** **Carrington Payment History**  
**Primary Borrower:** JEREMY L BASS **Loan Number:** 4000401948  
**Secondary Borrower:** **Current UPB:** \$0.00  
**Property Address:** 1515 21ST AVE **Original UPB:** \$148,614.00  
**Current Paid To Date:** 6/1/2020  
**Property City, State, Zip:** LEWISTON, ID 83501 **Current Next Due Date:** 7/1/2020



Tran Date	Effective Date	Payment Paid To Date	Tran Code	Tran Amount	Interest Amount	Principal Amount	Escrow Amount	Balance Escrow	Late Charge Amount	Balance Principal	Balance Late Charge	Unapplied Funds Amount	Balance Unapplied Funds
08/31/23		06/01/20	FB	\$525.00									
08/21/23		06/01/20	FB	\$20.00									
08/16/23		06/01/20	FB	\$48.81									
08/16/23		06/01/20	FB	\$24.25									
08/16/23		06/01/20	FB	\$100.00									
08/16/23		06/01/20	FB	\$15.25									
08/11/23			IPP	\$9.00									
07/12/23		06/01/20	FB	\$46.65									
07/12/23		06/01/20	FB	\$24.25									
07/12/23		06/01/20	FB	\$100.00									
06/07/23		06/01/20	FB	\$90.00									
06/02/23		06/01/20	FB	\$46.65									
06/02/23		06/01/20	FB	\$24.25									
06/02/23		06/01/20	FB	\$100.00									
06/02/23		06/01/20	FB	\$1,320.00									
05/25/23		06/01/20	E90	(\$1,347.79)	\$0.00	\$0.00	(\$1,347.79)	(\$10,775.77)	\$0.00	\$112,136.62	\$0.00		
05/02/23		06/01/20	FB	\$46.65									
05/02/23		06/01/20	FB	\$24.25									
05/02/23		06/01/20	FB	\$100.00									

Transactions between **1/1/2022** and **4/22/2024**

**Primary Borrower:** JEREMY L BASS

**Secondary Borrower:**

**Property Address:** 1515 21ST AVE

**Property City, State, Zip:** LEWISTON, ID 83501

### Carrington Payment History

**Loan Number:** 4000401948

**Current UPB:** \$0.00

**Original UPB:** \$148,614.00

**Current Paid To Date:** 6/1/2020

**Current Next Due Date:** 7/1/2020



Tran Date	Effective Date	Payment Paid To Date	Tran Code	Tran Amount	Interest Amount	Principal Amount	Escrow Amount	Balance Escrow	Late Charge Amount	Balance Principal	Balance Late Charge	Unapplied Funds Amount	Balance Unapplied Funds
05/02/23		06/01/20	FB	\$1,540.00									
05/02/23		06/01/20	FB	\$46.65									
05/02/23		06/01/20	FB	\$24.25									
05/02/23		06/01/20	FB	\$100.00									
04/26/23		06/01/20	FB	\$46.65									
04/26/23		06/01/20	FB	\$24.25									
04/26/23		06/01/20	FB	\$100.00									
04/26/23		06/01/20	FB	\$15.25									
04/26/23		06/01/20	FB	\$450.00									
04/19/23		06/01/20	FB	\$20.00									
03/23/23		06/01/20	FB	\$810.00									
03/14/23		06/01/20	FB	\$20.00									
03/10/23		06/01/20	FB	\$46.65									
03/10/23		06/01/20	FB	\$24.25									
03/10/23		06/01/20	FB	\$100.00									
02/24/23		06/01/20	FB	\$46.65									
02/24/23		06/01/20	FB	\$0.57									
02/24/23		06/01/20	FB	\$1.62									
02/24/23		06/01/20	FB	\$24.25									

**Transactions between** 1/1/2022 **and** 4/22/2024 **Carrington Payment History**  
**Primary Borrower:** JEREMY L BASS **Loan Number:** 4000401948  
**Secondary Borrower:** **Current UPB:** \$0.00  
**Property Address:** 1515 21ST AVE **Original UPB:** \$148,614.00  
**Current Paid To Date:** 6/1/2020  
**Property City, State, Zip:** LEWISTON, ID 83501 **Current Next Due Date:** 7/1/2020



Tran Date	Effective Date	Payment Paid To Date	Tran Code	Tran Amount	Interest Amount	Principal Amount	Escrow Amount	Balance Escrow	Late Charge Amount	Balance Principal	Balance Late Charge	Unapplied Funds Amount	Balance Unapplied Funds
02/24/23		06/01/20	FB	\$100.00									
02/24/23		06/01/20	FB	\$3,210.00									
02/24/23		06/01/20	FB	\$140.76									
02/15/23		06/01/20	FB	\$20.00									
02/01/23		06/01/20	FB	\$44.79									
02/01/23		06/01/20	FB	\$17.74									
02/01/23		06/01/20	FB	\$127.25									
02/01/23		06/01/20	FB	\$145.25									
02/01/23			IPP	\$9.00									
01/19/23		06/01/20	FB	\$20.00									
12/14/22		06/01/20	FB	\$20.00									
11/28/22		06/01/20	E90	(\$1,347.79)	\$0.00	\$0.00	(\$1,347.79)	(\$9,427.98)	\$0.00	\$112,136.62	\$0.00		
11/22/22			IPP	\$9.00									
11/18/22		06/01/20	FB	\$20.00									
10/26/22		06/01/20	FB	\$525.00									
10/18/22		06/01/20	FB	\$86.00									
10/18/22		06/01/20	FB	\$205.00									
10/18/22		06/01/20	FB	\$72.00									
10/18/22		06/01/20	FB	\$610.74									

Transactions between **1/1/2022** and **4/22/2024**

**Carrington Payment History**

**Primary Borrower:** JEREMY L BASS

**Loan Number:** 4000401948

**Secondary Borrower:**

**Current UPB:** \$0.00

**Property Address:** 1515 21ST AVE

**Original UPB:** \$148,614.00

**Property City, State, Zip:** LEWISTON, ID 83501

**Current Paid To Date:** 6/1/2020

**Current Next Due Date:** 7/1/2020



Tran Date	Effective Date	Payment Paid To Date	Tran Code	Tran Amount	Interest Amount	Principal Amount	Escrow Amount	Balance Escrow	Late Charge Amount	Balance Principal	Balance Late Charge	Unapplied Funds Amount	Balance Unapplied Funds
10/06/22		06/01/20	FB	\$20.00									
09/12/22			IPP	\$48.92									
09/07/22		06/01/20	FB	\$52.74									
09/07/22		06/01/20	FB	\$0.57									
09/07/22		06/01/20	FB	\$18.25									
09/07/22		06/01/20	FB	\$45.50									
09/07/22		06/01/20	FB	\$907.50									
08/23/22		06/01/20	FB	\$704.00									
08/23/22		06/01/20	FB	\$495.00									
08/16/22		06/01/20	FB	\$30.00									
08/16/22		06/01/20	FB	\$20.00									
08/16/22			IPP	\$9.00									
07/15/22		06/01/20	E20	(\$1,944.50)	\$0.00	\$0.00	(\$1,944.50)	(\$8,080.19)	\$0.00	\$112,136.62	\$0.00		
05/26/22		06/01/20	E90	(\$1,138.02)	\$0.00	\$0.00	(\$1,138.02)	(\$6,135.69)	\$0.00	\$112,136.62	\$0.00		
04/01/22			IPP	\$25.00									
03/24/22			IPP	\$100.00									
01/14/22			IPP	\$9.00									

Transactions between 1/1/2022 and 4/22/2024

**Primary Borrower:** JEREMY L BASS

**Secondary Borrower:**

**Property Address:** 1515 21ST AVE

**Property City, State, Zip:** LEWISTON, ID 83501

### Carrington Payment History

Loan Number: 4000401948  
 Current UPB: \$0.00  
 Original UPB: \$148,614.00  
 Current Paid To Date: 6/1/2020  
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CARRINGTON		Customer Reference Guide																																																																																																																																																																									
		Version 1.3-090421																																																																																																																																																																									
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Manual Payments are applied using the following hierarchy, unless the customer provides specific posting instructions. *Payment application may be customized based on investor requests for individual deals and can fall outside of the hierarchy listed.																																																																																																																																																																											
<table border="1"> <thead> <tr> <th>Non-PHA Loans</th> <th>FHA Loans</th> </tr> </thead> <tbody> <tr> <td>1. Principal and Interest Payment</td> <td>6. Corporate Advances</td> </tr> <tr> <td>2. Taxes and Insurance Payment</td> <td>1. Taxes and Insurance Payment</td> </tr> <tr> <td>3. Late Charges</td> <td>2. Principal and Interest Payment</td> </tr> <tr> <td>4. Uncollected P&amp;I Advances</td> <td>7. Fees</td> </tr> <tr> <td>5. Uncollected Escrow Shortage</td> <td>3. Late Charge</td> </tr> <tr> <td></td> <td>4. Uncollected P&amp;I Advances</td> </tr> <tr> <td></td> <td>5. Pay ahead</td> </tr> <tr> <td></td> <td>6. Pay ahead</td> </tr> <tr> <td></td> <td>9. Cancellation</td> </tr> <tr> <td></td> <td>5. Uncollected Escrow Shortage</td> </tr> </tbody> </table>				Non-PHA Loans	FHA Loans	1. Principal and Interest Payment	6. Corporate Advances	2. Taxes and Insurance Payment	1. Taxes and Insurance Payment	3. Late Charges	2. Principal and Interest Payment	4. Uncollected P&I Advances	7. Fees	5. Uncollected Escrow Shortage	3. Late Charge		4. Uncollected P&I Advances		5. Pay ahead		6. Pay ahead		9. Cancellation		5. Uncollected Escrow Shortage																																																																																																																																																		
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P.O. Box 3010  
Anaheim, CA 92803

**COVID-19 Forbearance Letter**

0005131 01 MBB 0.436 \*AUTOF 121 9289 83501-392613 -701-1000004

JEREMY L BASS  
1515 21ST AVE  
LEWISTON ID 83501-3926

Loan Number: 4000401948



07/31/2020

Re: COVID-19 Pandemic Forbearance Plan

Dear Borrower(s):

On 07/30/2020, you notified Carrington Mortgage Services, LLC ("Carrington") that you have been impacted by the COVID-19 pandemic. This letter serves as an acknowledgement of receipt of your request for a forbearance. For this reason, we are placing your loan into a payment forbearance plan beginning 07/01/2020 for an initial 3 months. We understand that these are difficult times and Carrington is here to help.

Please see the outline below on what this means to you and what to expect as next steps:

- You will not be required to make your regular monthly mortgage payment for three (3) consecutive months.
- This forbearance plan is based solely on your affirmation that you are impacted by the COVID-19 pandemic. By accepting this forbearance plan, you are affirming that you have been personally impacted by the COVID-19 pandemic. Impacts include loss of income, reduction of income, and/or illness to you or an immediate family member.
- Acceptance of this plan is defined by not making your regular monthly payments during the forbearance period. If you accept this plan and you are set up on automatic drafts, you need to notify us and request to cancel your draft. Please call or email your request to cancel to [COVID19cancellationrequest@carringtonms.com](mailto:COVID19cancellationrequest@carringtonms.com) at least three (3) business days before your payment is due to be drafted. If you have recurring drafts set up with your financial institution, we recommend you notify them to stop future automatic payments while you are on a forbearance plan.
- If you do not have an escrow account with Carrington, you should continue to make payments for your property taxes and insurance when those payments become due.
- It is important to understand that all monthly payments that are suspended during the forbearance period and not due in accordance with the original terms of your mortgage are not forgiven and you will have to repay those payments eventually. Carrington offers other loss mitigation options and will work with you on all available options in order to bring your loan current. You will have the option to submit a complete loss mitigation application to receive an evaluation for all loss mitigation options and you will be notified in writing of the option(s) available to you.
- During the final month of your forbearance period, we will reach out to you to determine your current financial condition and ability to resume making mortgage payments. If you are unable to resume making monthly payments at the end of your forbearance plan, you can request an extension of your plan for another three months upon affirmation of continued financial hardship.
- Our outreach may be by phone, email, or regular mail so please be responsive so we can assist you before your forbearance period ends.
- If your loan was current as of the date of the forbearance issuance, we will not report you delinquent to the credit bureaus during the forbearance period. If your loan was delinquent at the time of the forbearance issuance, the account will maintain the same delinquent status reported to the credit bureaus during the forbearance period. If the loan is



brought current during the forbearance period, we will report the account current to the credit bureaus for the month the account is reinstated.

- No fees or penalties will be assessed to your account during the forbearance period.
- Carrington will not make the first notice or filing required by applicable law for any judicial or non-judicial foreclosure and Carrington will not move forward for foreclosure judgment or order of sale or conduct a foreclosure sale during the forbearance period.
- Other than as described in this letter, all the terms and conditions of your current mortgage documents remain in effect during the term of the forbearance plan. Nothing in the forbearance plan shall be construed to be a satisfaction or release in whole or in part of your obligations contained in the mortgage documents.

As this is a wide-reaching issue for the entire United States, there are a large number of our customers that have been impacted. If you have not already done so, we strongly encourage you to create an online profile so you can receive information quickly by email of the steps we are taking to assist you through this challenging time. Please visit our website to create an online profile if you have not already done so. Our web address is [www.carringtonmortgage.com/login](http://www.carringtonmortgage.com/login).

We are taking steps to ensure that our staff remains healthy and available to assist you during this time. Call volume may be high and hold times may be longer in the coming months so we ask for your patience. If you have any questions, please call us or visit our website ([www.carringtonmortgage.com/covid19](http://www.carringtonmortgage.com/covid19)) for updated information during this pandemic.

Contact Information:

Loss Mitigation Department

(Phone): 1.800.561.4567

(Hours): Monday through Friday from 9:00am - 7:00pm (Eastern Time)

Sincerely,

Carrington Mortgage Services, LLC

[Carringtonmortgage.com](http://Carringtonmortgage.com)

## **IMPORTANT DISCLOSURES**

### **-VERBAL INQUIRIES & COMPLAINTS-**

For verbal inquiries and complaints about your mortgage loan, please contact the CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC, by calling 1-800-561-4567. The CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC is toll free and you may call from 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday. You may also visit our website at <https://carringtonmortgage.com/>.

### **-IMPORTANT BANKRUPTCY NOTICE-**

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

### **-CREDIT REPORTING-**

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

### **-MINI MIRANDA-**

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

### **-HUD COUNSELOR INFORMATION-**

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

### **-EQUAL CREDIT OPPORTUNITY ACT NOTICE-**

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

### **-SCRA DISCLOSURE-**

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

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

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



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P.O Box 3010  
Anaheim, CA 92803

Loan Number: 4000401948  
COVID-19 Forbearance Conclusion Notification

0049350 01AB0461 77AUTO 151924581001-702613 -4001-4000401948  
JEREMY L BASS  
1515 21ST AVE  
LEWISTON ID 83501-3926



06/18/2022

### COVID-19 Forbearance Conclusion Notification

Dear Borrower(s),

Carrington Mortgage Services, LLC is sending you this letter to remind you that your loan is no longer in forbearance, and we have resumed standard servicing on this loan.

If you are unable to resume making payments, or need assistance making payments you did not send during the forbearance period, there may still be options for you to bring your loan current based on your financial situation. It is important for you to contact us right away to discuss options for bringing your loan current.

You can request assistance by visiting our website at [www.carringtonmortgage.com/covid19](http://www.carringtonmortgage.com/covid19) or by calling us at the number listed below.

If you have any questions about this notification, please contact us during normal business hours. To speed the process, it is important that you have your account number ready when you call.

Phone: 1.800.561.4567

Hours: Monday through Friday from 8:00AM to 8:00PM (Eastern Time).

Sincerely,

Carrington Mortgage Services, LLC  
[www.Carringtonmortgage.com](http://www.Carringtonmortgage.com)



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## **IMPORTANT DISCLOSURES**

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### **-CREDIT REPORTING AND DIRECT DISPUTES-**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. If you have concerns regarding the accuracy of any information contained in a consumer report pertaining to this account, you may send a direct dispute to Carrington Mortgage Services, LLC by fax to 800-486-5134 or in writing to Carrington Mortgage Services, LLC, and Attention: Customer Service, P.O. Box 5001, Westfield, IN 46074. Please include your loan number on all pages of the correspondence.

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

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Page 4 of 4

**Mortgagor Name(s):**

JEREMY L BASS  
1515 21ST AVE  
LEWISTON ID 83501

**Property Address:**

1515 21ST AVE  
LEWISTON ID 83501

Dear Mortgagor(s):

Enclosed please find the final Loan Modification Agreement and/or Subordinate Note/Mortgage (herein referred to as the "Documents") along with a Name Affidavit\*\*. If you are interested in setting up Auto Draft for your new modified mortgage payments, we encourage you to visit our website at [www.carringtonmortgage.com/myloan](http://www.carringtonmortgage.com/myloan) under "Payment Options" for more details on how to set up Auto Draft.

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

**IMPORTANT!** The insurer of your loan requires that you execute the enclosed Documents, including the Name Affidavit, in the presence of a notary public. Please note, CMS must receive your fully executed Documents, bearing original signatures, by no later than 03/30/2022. Each borrower must sign exactly as the name appears on the signature line. If there has been a change to your name since the origination of your mortgage loan (e.g. re-married, divorced) you must complete the Name Affidavit and provide supporting documents to evidence such a change. Failure to comply with these requirements may affect your eligibility and delay the process.

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

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

Please mail all Original Signed Documents attention to:

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

Sincerely,

Carrington Mortgage Services, LLC

Dear Mortgagor(s):

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

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

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

**JEREMY L. BASS**

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

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

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

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

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

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

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



## IMPORTANT DISCLOSURES

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

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

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

**NEW YORK:**

New York City Department of Consumer Affairs Debt Collection Agency License Numbers: 1264739-DCA; 2101449-DCA; 2027784-DCA; & 2027786-DCA. This Collection agency is licensed by the City of Buffalo license numbers: CAG11-555177; CAG11-555176; CAG15-10033598 & CAG21-10059881. City of Yonkers Debt Collection Agency License Numbers: 9717; 10562; 9837 & 9826

**For New York Residents Only:** You may file complaints about Carrington Mortgage Services, LLC with the New York State Department of Financial Services. You may obtain further information from the New York State Department of Financial Services about the availability of housing counseling services by calling the Department's Consumer Assistance Unit at 1-800-342-3736 or by visiting the Department's website at [www.dfs.ny.gov](http://www.dfs.ny.gov). Carrington Mortgage Services, LLC is registered with the Superintendent of the New York State Department of Financial Services. Carrington Mortgage Services, LLC remains responsible for all actions taken by third-party service providers authorized by Carrington Mortgage Services, LLC to act on its behalf regarding the servicing of your loan.

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

**OREGON:** Borrowers: The Oregon Division of Financial Regulation (DFR) oversees residential mortgage loan servicers who are responsible for servicing residential mortgage loans in connection with real property located in Oregon and persons required to have a license to service residential mortgage loans in this state. If you have questions regarding your residential mortgage loan, please contact Carrington Mortgage Services, LLC toll-free at 1-800-561-4567. To file a complaint about unlawful conduct by an Oregon licensee or a person required to have an Oregon license, call DFR at (888) 877-4894 or visit <http://dfr.oregon.gov>.

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

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

## PROMISSORY NOTE

MARCH 15, 2022  
[Date]

LEWISTON  
[City]

IDAHO  
[State]

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

### 1. PARTIES.

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

### 2. BORROWER'S PROMISE TO PAY

In return for a loan received from Lender, Borrower promises to pay the principal sum of **FOURTEEN THOUSAND THREE HUNDRED NINETY DOLLARS AND 38 CENTS Dollars (U.S. \$14,390.38)**, to the order of Lender.

### 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

### 4. MANNER OF PAYMENT

#### (A) Time.

On **APRIL 1, 2052**; or, if earlier, when the first of the following events occurs:

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

#### (B) Place.

Payment shall be made at the ISN Corporation – Western Operations Center, Attention: Secretary-Held Loan Servicing, 2000 N Classen Blvd Suite #3200, Oklahoma City, OK 73106; Toll-Free (800)-225-5342 or any such other place as Lender may designate in writing by notice to Borrower.

### 5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

### 6. WAIVERS

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

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

**7. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

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

---

Borrower  
JEREMY L BASS

This Document Prepared By:

MONICA VELA

**CARRINGTON MORTGAGE SERVICES, LLC  
CARRINGTON DOCUMENT SERVICES  
1600 SOUTH DOUGLASS ROAD, SUITE 200A  
ANAHEIM, CA 92806  
1-866-974-5960**

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**When Recorded**

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

**Tax/Parcel #:** RPL0880010010A

[Space Above This Line for Recording Data]

FHA Case No.: 1212658354703

**Loan No : 4000401948**

## **PARTIAL CLAIMS MORTGAGE**

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **MARCH 15, 2022**. The mortgagor is **JEREMY L. BASS, A MARRIED MAN DEALING WITH HIS SEPARATE PROPERTY** ("Borrower"), whose address is **1515 21ST AVE, LEWISTON, IDAHO 83501**. This Security Instrument is given to the **Secretary of Housing and Urban Development, his/her successors and assigns**, whose address is **451 Seventh Street SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **FOURTEEN THOUSAND THREE HUNDRED NINETY DOLLARS AND 38 CENTS Dollars (U.S. \$14,390.38)**. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on **APRIL 1, 2052**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note, (b) the payment of all other sums, advanced under Paragraph 7 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with power of sale, the following described property located in the County of NEZ PERCE, State of IDAHO:

which has the address of , 1515 21ST AVE, LEWISTON, IDAHO 83501 (herein "Property Address");  
**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

Tax Exempt No. RPI-033010010A

Garrison Custom HHP-HAMP05313MP1 467

1999 RELEASE UNDER E.O. 14176

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing, is referred to in this Security Instrument as the "Property."

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

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

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

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

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

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

**4. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street SW, Washington, DC 20410 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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

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

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

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Subordinate Note, the Secretary may invoke the non-judicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to Lender under this paragraph or applicable law.

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

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

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

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

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

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

Borrower: **JEREMY L BASS**

Date \_\_\_\_\_

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

**BORROWER ACKNOWLEDGMENT**

State of Idaho

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

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

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

(Seal)

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

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

**EXHIBIT A**

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

**LOAN NUMBER: 4000401948**

**LEGAL DESCRIPTION:**

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

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

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

Date: MARCH 15, 2022

Loan Number: 4000401948

Lender: SECRETARY OF HOUSING AND URBAN DEVELOPMENT, HIS/HER SUCCESSORS AND ASSIGNS

Borrower: JEREMY L BASS

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

### NOTICE OF NO ORAL AGREEMENTS

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

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

---

Borrower  
JEREMY L BASS

Date

Date: MARCH 15, 2022  
Loan Number: 4000401948

Lender: SECRETARY OF HOUSING AND URBAN DEVELOPMENT, HIS/HER SUCCESSORS AND ASSIGNS

Borrower: JEREMY L BASS

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

### ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of SECRETARY OF HOUSING AND URBAN DEVELOPMENT, HIS/HER SUCCESSORS AND ASSIGNS

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

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

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

---

JEREMY L BASS

Date

Date: MARCH 15, 2022  
Loan Number: 4000401948

Lender: SECRETARY OF HOUSING AND URBAN DEVELOPMENT, HIS/HER SUCCESSORS AND ASSIGNS

Borrower: JEREMY L BASS

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

### ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of SECRETARY OF HOUSING AND URBAN DEVELOPMENT, HIS/HER SUCCESSORS AND ASSIGNS

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

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

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

---

JEREMY L BASS

Date

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

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

Tax/Parcel #: **RPL0880010010A**

[Space Above This Line for Recording Data]

Original Principal Amount: \$148,614.00

FHA/VA/RHS Case No: 1212658354703

Unpaid Principal Amount: \$112,136.62

Loan No: 4000401948

New Principal Amount: \$113,644.27

New Money (Cap): \$1,507.65

## **LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Agreement"), made this 15TH day of MARCH, 2022, between JEREMY L. BASS, A MARRIED MAN DEALING WITH HIS SEPARATE PROPERTY ("Borrower"), whose address is 1515 21ST AVE, LEWISTON, IDAHO 83501 and CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF BANK OF AMERICA, N.A.

("Lender"), whose address is 1600 SOUTH DOUGLASS ROAD, SUITE 200A, ANAHEIM, CA 92806 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated OCTOBER 16, 2009 and recorded on OCTOBER 30, 2009 in INSTRUMENT NO. 774964, NEZ PERCE COUNTY, IDAHO, and (2) the Note, in the original principal amount of U.S. \$148,614.00, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at 1515 21ST AVE, LEWISTON, IDAHO 83501

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

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

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

1. As of, APRIL 1, 2022 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$113,644.27, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$1,507.65 and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed. This Unpaid Principal Balance has been reduced by the HUD Partial Claim amount of \$14,390.38.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.8750% from APRIL 1, 2022. The yearly rate of 3.8750% will remain in effect until principal and interest are paid in full.

Borrower promises to make the total modified monthly mortgage payment of U.S. \$865.02, beginning on the 1ST day of MAY, 2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Borrower's payment consists of payments for principal and interest of U.S. \$534.40, plus payments for property taxes, hazard insurance, and any other permissible escrow items of US \$330.62. Borrower understands that the modified monthly mortgage payment is subject to change if there is an increase or decrease in property taxes, insurance, or any other permissible escrow items. The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly. If on APRIL 1, 2052 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

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

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

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

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

In Witness Whereof, I have executed this Agreement.

Borrower: **JEREMY L BASS**

Date \_\_\_\_\_

[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

State of Idaho

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

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

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

(Seal)

Notary Signature

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

In Witness Whereof, the Lender has executed this Agreement.

**CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF  
BANK OF AMERICA, N.A.**

By \_\_\_\_\_

(print name)  
(title)

Date \_\_\_\_\_

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

**LENDER ACKNOWLEDGMENT**

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

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

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

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

WITNESS my hand and official seal.

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

(Seal)

**EXHIBIT A**

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

**LOAN NUMBER: 4000401948**

**LEGAL DESCRIPTION:**

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

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

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

Date: MARCH 15, 2022  
Loan Number: 4000401948  
Lender: CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT  
OF BANK OF AMERICA, N.A.

Borrower: JEREMY L BASS

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

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

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

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

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

---

Borrower: JEREMY L BASS

---

Date

Date: MARCH 15, 2022  
Loan Number: 4000401948  
Lender: CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF BANK OF AMERICA, N.A.

Borrower: JEREMY L BASS  
Property Address: 1515 21ST AVE, LEWISTON, IDAHO 83501

### ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF BANK OF AMERICA, N.A.

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

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

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

---

Borrower: JEREMY L BASS

---

Date

**CARRINGTON**  
MORTGAGE SERVICES, LLC  
www.carrington.com

P.O. Box 5001  
Westfield, IN 46074

0049351 01ABDAG1 \*\*AUTO TS1934581701-392613 20190801  
JEREMY L BASS  
1515 21ST AVE  
LEWISTON ID 83501-3926



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



Loan Number: 4000401948

06/18/2022

**NOTICE OF INTENT TO FORECLOSE**

Dear Mortgagor(s):

The above referenced loan is in default because the monthly payment(s) due on and after 07/01/2020 have not been received. The amount required to cure the delinquency, as of the date of this letter, is \$24,650.38 less \$0.00, monies held in a separate suspense account.

**SUBSEQUENT PAYMENTS (INCLUDING PRINCIPAL AND INTEREST, AND, IF APPLICABLE, TAXES, INSURANCE AND OTHER ESCROW ITEMS), AS WELL AS, LATE CHARGES, AND OTHER FEES WILL BE ADDED TO THE ABOVE STATED REINSTATEMENT AMOUNT AS THEY ARE ASSESSED.**

Please remit the total amount due in **CERTIFIED FUNDS**, utilizing one of the following payment resources:

**Overnight Mail**

**Carrington Mortgage Services, LLC**  
**Cashiering Dept. 2-270**  
1600 South Douglass Road, Suites 110 & 200-A  
Anaheim, CA 92806

**Western Union<sup>1</sup>**

Quick Collect (any location)  
Code City - CARRINGTONMS  
Code State - CA

**MoneyGram<sup>1</sup>**

Receive Code - 7998

<sup>1</sup> You will pay a fee using this method of payment.

**IF YOU ARE UNABLE TO BRING YOUR ACCOUNT CURRENT, PLEASE CONTACT CARRINGTON MORTGAGE SERVICES, LLC TO DISCUSS HOME RETENTION ALTERNATIVES TO AVOID FORECLOSURE AT 1-800-561-4567 OR BY MAIL AT 1600 SOUTH DOUGLASS ROAD, SUITES 110 & 200-A, ANAHEIM, CA 92806. YOU MAY ALSO CONTACT THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) HOTLINE NUMBER AT (800) 569-4287 OR YOU CAN VISIT THEIR WEBSITE AT <http://www.hud.gov/foreclosure/index.cfm> TO FIND OUT OTHER OPTIONS YOU MAY HAVE TO AVOID FORECLOSURE.**

**Failure to cure the delinquency within 30 days of the date of this letter may result in acceleration of the sums secured by the Deed of Trust or Mortgage, and sale of property.**

**You have the right to reinstate your loan after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and sale.**



Should you have any questions, please contact our office at 1-800-561-4567 Monday through Friday 8:00 AM to 8:00 PM Eastern Time.

Sincerely,

Loan Servicing Department  
Carrington Mortgage Services

## **IMPORTANT DISCLOSURES**

### **-VERBAL INQUIRIES & COMPLAINTS-**

For verbal inquiries and complaints about your mortgage loan, please contact the CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC, by calling 1-800-561-4567. The CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC is toll free and you may call from 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday. You may also visit our website at <https://carringtonmortgage.com/>.

### **-IMPORTANT BANKRUPTCY NOTICE-**

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

### **-CREDIT REPORTING AND DIRECT DISPUTES-**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. If you have concerns regarding the accuracy of any information contained in a consumer report pertaining to this account, you may send a direct dispute to Carrington Mortgage Services, LLC by fax to 800-486-5134 or in writing to Carrington Mortgage Services, LLC, and Attention: Customer Service, P.O. Box 5001, Westfield, IN 46074. Please include your loan number on all pages of the correspondence.

### **-MINI MIRANDA-**

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

### **-HUD COUNSELOR INFORMATION-**

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

### **-EQUAL CREDIT OPPORTUNITY ACT NOTICE-**

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

### **-SCRA DISCLOSURE-**

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

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

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



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**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

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

## **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*

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Beneficiary's agent's signature:

Of IDEA Law Group, LLC

Beneficiary's telephone number: 800-561-4567

## 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)

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

(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.

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Date

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Borrower's Signature

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

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

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*.<sup>1</sup> 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.<sup>2</sup> 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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<sup>1</sup> Filed January 17, 2023.

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

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.<sup>3</sup>

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.<sup>4</sup> 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.<sup>5</sup>

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.<sup>6</sup> 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.<sup>7</sup> 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 Newell<sup>8</sup> or either of the other named defendants Bank of America or Carrington Mortgage Services. On

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<sup>3</sup> 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.

<sup>4</sup> *Complaint*, at 2.

<sup>5</sup> Newell is the trustee appointed to effectuate the foreclosure

<sup>6</sup> *Opposition to Defendant's Motion to Dismiss on Statute of Limitations Grounds*, Exhibit B.

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

<sup>8</sup> *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.<sup>9</sup>

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

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<sup>9</sup> *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.<sup>10</sup> 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

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<sup>10</sup> 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.<sup>11</sup> 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



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MARK T. MONSON  
District Judge

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<sup>11</sup> 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  
1515 21<sup>st</sup> Ave  
Lewiston, ID 83501  
[Quantum.j.l.bass@rawdeal.io](mailto:Quantum.j.l.bass@rawdeal.io)

- via first class mail  
- via email

William L. Bishop  
Michael J. Newell  
Teresa Scherenberg  
IDEA Law Group, LLC  
4530 S. Eastern Ave., Ste. 10  
Las Vegas, NV 89119  
[bbishop@idealawgroupllc.com](mailto:bbishop@idealawgroupllc.com)  
[mnewell@idealawgroupllc.com](mailto:mnewell@idealawgroupllc.com)  
[tscherenberg@idealawgroupllc.com](mailto:tscherenberg@idealawgroupllc.com)

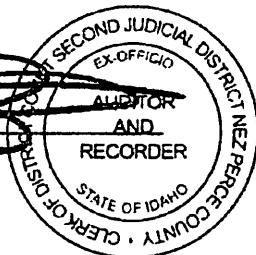
- via email  
- via email  
- via email

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

PATTY O. WEEKS  
Clerk of the Court

By \_\_\_\_\_

Deputy Clerk



Filed: 03/09/2023 11:59:03  
Second Judicial District, Nez Perce County  
Patty O. Weeks, Clerk of the Court  
By: Deputy Clerk - Dammon, Teresa

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

JEREMY BASS,

Plaintiff,

v.

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

Defendants.

Case No. CV35-22-1875

ORDER ON MOTIONS  
FOR RECONSIDERATION

THIS MATTER is before the Court on Plaintiff's *Motion For Reconsideration of TRO Request or Request for Injunction and Motion for Reconsideration*.<sup>1</sup> On January 26, 2023, this Court denied Plaintiff's Request for a Temporary Restraining Order.<sup>2</sup> The Court found that the Plaintiff's motion did not adequately comply with the requirements set forth in I.R.C.P. 65. In his motion to reconsider, Plaintiff fails to provide any authority or argument that would support a finding that his Motion did in fact comply with I.R.C.P. 65.<sup>3</sup> Similarly, Plaintiff fails to support his Motion for Reconsideration of this Court's order on summary judgment with any authority or

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<sup>1</sup> Filed February 21, 2023. Bass filed separate Motions for Reconsideration of the denial of his Request for Temporary Restraining Order, as well as this Court's Order Granting the Defendant's Motion for Summary Judgment.

<sup>2</sup> The Court denied the request on the record.

<sup>3</sup> “[T]he purpose of a motion for reconsideration is to reexamine the correctness of an order.” *Ciccarello v. Davies*, 166 Idaho 153, 162, 456 P.3d 519, 528 (2019).

argument that would compel this Court to reconsider its order. Therefore, Plaintiff's motions for reconsideration are denied.

**ORDER**

IT IS HEREBY ORDERED that Plaintiff's Motions for Reconsideration are DENIED.

DATED: March 9, 2023



MARK T. MONSON  
District Judge

## CERTIFICATE OF MAILING

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

Jeremy L. Bass  
1515 21<sup>st</sup> Ave  
Lewiston, ID 83501  
Quantum.j.l.bass@rawdeal.io

- via first class mail  
- via email

William L. Bishop  
Michael J. Newell  
Teresa Scherenberg  
IDEA Law Group, L.L.C  
4530 S. Eastern Ave., Ste. 10  
Las Vegas, NV 89119  
bbishop@idealawgroupllc.com  
mnewell@idealawgroupllc.com  
tscherenberg@idealawgroupllc.com

- via email  
- via email  
- via email

Dated: 3/9/2023 11:59:07 AM

PATTY O. WEEKS  
Clerk of the Court

By Patty O. Weeks  
Deputy Clerk

