

**Instrument # 905449**

NEZ PERCE COUNTY, IDAHO  
 01-31-2023 03:08:51 PM No. of Pages: 4  
 Recorded for: IDEA LAW GROUP, LLC  
 PATTY WEEKS Fee: \$19.00  
 Ex-Officio Recorder Deputy Raquel Lewis  
 Index to: AFF/MAILING (212)  
 Electronically Recorded by Simplifile

**AFFIDAVIT OF MAILING**

Reference No: 48043908  
 Mailing Number: 0000397-01

STATE OF CALIFORNIA }  
 }SS  
 COUNTY OF SAN DIEGO }

I, Charlene Broussard, declare as follows:

I am and at all times herein mentioned, a citizen of the United States, over the age of eighteen years and a resident of San Diego County, California.

That at the request of IDEA Law Group LLC on 1/27/2023, I deposited in the United States mail a copy of the attached document, in separate sealed envelopes, in accordance with the checked mailing classes defined below, postage prepaid, to the address list on exhibit A, attached hereto and made a part hereof.

<input checked="" type="checkbox"/> First Class	<input type="checkbox"/> Certified	<input checked="" type="checkbox"/> Certified Electronic Return Receipt
<input type="checkbox"/> Certified Return	<input type="checkbox"/> Registered	<input type="checkbox"/> Registered International
<input type="checkbox"/> First Class with Certificate of Mailing		

Additional Services provided during the production of this mail order (if any):

None

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

January 30 2023 San Diego, California  
 Date and Place

[Signature]  
 Affiant

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

STATE OF CALIFORNIA  
 COUNTY OF SAN DIEGO

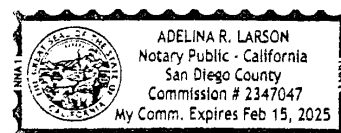
On January 30 2023 before me, Adelina R. Larson, personally appeared Charlene Broussard, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on this instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



iMailAffidavitNotary\_IDEA\_Law000787

Rev. 12/02/20

905449

Jeremy L. Bass, 48043908

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

**NOTICE OF POSTPONED TRUSTEE'S SALE**

Pursuant to IC 45-1506 (8), you are hereby notified that the undersigned Trustee will on **February 21, 2023, at 2:00 p.m.** sell at public auction to the highest and best bidder, payable at the time of the sale, the following described real property, situated in Nez Perce County, State of Idaho.

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

Which is subject to that certain Deed of Trust recorded under Instrument Number 774964, in the Official Records of Nez Perce County.

Said Trustee's Sale was originally scheduled for December 30, 2022 pursuant to the Notice of Trustee's Sale recorded in the Official Records Nez Perce County, Idaho, under Instrument No. 904186, and was continued by public proclamation to January 27, 2023, and further continued to the date, time and place specified above.

DATED: January 26, 2023

IDEA Law Group, LLC

By Michael Newell  
Michael J. Newell  
4530 S. Eastern Ave., Ste. 10  
Las Vegas, NV 89119  
Phone: (877) 353-2146

NOTICE OF POSTPONED TRUSTEE'S SALE - 1

Bass, 48043908

Exhibit A to Declaration of Mailing

905449

Postal Class:	First Class	
Mail Date:	01/27/2023	
Type of Mailing:	Letter	Sender: IDEA Law Group LLC
Attachment:	0000397-01 000 0127WEB IDEA_Law000787	4530 S. Eastern Ave., Suite 10
		Las Vegas NV 89119

0 (11)9690024844505586  
Jeremy L. Bass  
1515 21st Ave.  
Lewiston, ID 83501-3926

1 (11)9690024844505609  
Aimee M. Bass  
1515 21st Avenue  
Lewiston, ID 83501

2 (11)9690024844505647  
Aimee M. Bass  
42338 Waha Rd  
Lewiston, ID 83501-7812

3 (11)9690024844505678  
Aimee Marissa Taylor  
1515 21st Avenue  
Lewiston, ID 83501

4 (11)9690024844505715  
Aimee Marissa Taylor  
42338 Waha Rd  
Lewiston, ID 83501-7812

5 (11)9690024844505753  
Occupants  
1515 21st Avenue  
Lewiston, ID 83501

Exhibit A to Declaration of Mailing

905449

Postal Class:	Electronic - Ret	
Mail Date:	01/27/2023	
Type of Mailing:	Letter	Sender: IDEA Law Group LLC
Attachment:	0000397-01 000 0127WEB IDEA_Law000787	4530 S. Eastern Ave., Suite 10
		Las Vegas NV 89119

0 71969002484074180404  
Jeremy L. Bass  
1515 21st Ave.  
Lewiston, ID 83501-3926

1 71969002484074180435  
Aimee M. Bass  
1515 21st Avenue  
Lewiston, ID 83501

2 71969002484074180459  
Aimee M. Bass  
42338 Waha Rd  
Lewiston, ID 83501-7812

3 71969002484074180480  
Aimee Marissa Taylor  
1515 21st Avenue  
Lewiston, ID 83501

4 71969002484074180510  
Aimee Marissa Taylor  
42338 Waha Rd  
Lewiston, ID 83501-7812

5 71969002484074180527  
Occupants  
1515 21st Avenue  
Lewiston, ID 83501

**Instrument # 905033**

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

**DECLARATION OF MAILING**

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

STATE OF CALIFORNIA }  
 } SS  
 COUNTY OF SAN DIEGO }

I, Charlene Broussard, declare as follows:

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

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

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

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

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

January 6 2023 San Diego, California  
 Date and Location

Declarant

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

STATE OF CALIFORNIA  
 COUNTY OF SAN DIEGO

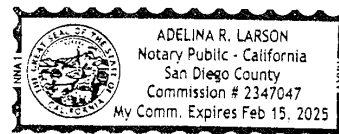
On January 6 2023 before me, Adelina R. Larson  
 personally appeared Charlene Broussard, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized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

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

WITNESS my hand and official seal.

Signature Adelina R. Larson

(Seal)



iMailAffidavitNotary

Rev. 12/02/2020

905033

**DECLARATION OF MAILING**

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

STATE OF CALIFORNIA                }  
   } SS  
 COUNTY OF SAN DIEGO            }

I, Charlene Broussard, declare as follows:

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

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

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

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

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

January 6 2023 San Diego, California  
 Date and Location

\_\_\_\_\_  
 Declarant

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

STATE OF CALIFORNIA  
 COUNTY OF SAN DIEGO

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

iMailAffidavitNotary

Rev. 12/02/2020

905033

Jeremy L. Bass, 48043908

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

**NOTICE OF POSTPONED TRUSTEE'S SALE**

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

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

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

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

DATED: January 3rd, 2023

IDEA Law Group, LLC

By Michael Newell  
Michael J. Newell  
4530 S. Eastern Ave., Ste. 10  
Las Vegas, NV 89119  
Phone: (877) 353-2146

NOTICE OF POSTPONED TRUSTEE'S SALE - 1

Bass, 48043908  
WA Notice of Postponement

Exhibit A to Declaration of Mailing

905033

Postal Class:	First Class	
Mail Date:	01/05/2023	
Type of Mailing:	Letter	Sender: IDEA Law Group LLC
Attachment:	0000257-01 000 0105WEB IDEA_Law000787	4530 S. Eastern Ave., Suite 10
		Las Vegas NV 89119

0 (11)9690024842835722  
Jeremy L. Bass  
1515 21st Ave.  
Lewiston, ID 83501-3926

1 (11)9690024842835739  
Aimee M. Bass  
1515 21st Avenue  
Lewiston, ID 83501

2 (11)9690024842835746  
Aimee M. Bass  
42338 Waha Rd  
Lewiston, ID 83501-7812

3 (11)9690024842835753  
Aimee Marissa Taylor  
1515 21st Avenue  
Lewiston, ID 83501

4 (11)9690024842835777  
Aimee Marissa Taylor  
42338 Waha Rd  
Lewiston, ID 83501-7812

5 (11)9690024842835791  
Occupants  
1515 21st Avenue  
Lewiston, ID 83501



Exhibit A to Declaration of Mailing

905033

Postal Class:	Electronic - Ret	
Mail Date:	01/05/2023	Sender: IDEA Law Group LLC
Type of Mailing:	Letter	4530 S. Eastern Ave., Suite 10
Attachment:	0000257-01 000 0105WEB IDEA_Law000787	Las Vegas NV 89119
0	71969002484073724050	
	Jeremy L. Bass	
	1515 21st Ave.	
	Lewiston, ID 83501-3926	
1	71969002484073724067	
	Aimee M. Bass	
	1515 21st Avenue	
	Lewiston, ID 83501	
2	71969002484073724081	
	Aimee M. Bass	
	42338 Waha Rd	
	Lewiston, ID 83501-7812	
3	71969002484073724104	
	Aimee Marissa Taylor	
	1515 21st Avenue	
	Lewiston, ID 83501	
4	71969002484073724111	
	Aimee Marissa Taylor	
	42338 Waha Rd	
	Lewiston, ID 83501-7812	
5	71969002484073724135	
	Occupants	
	1515 21st Avenue	
	Lewiston, ID 83501	

**904190**

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

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

**LEGAL ADVERTISING  
INVOICE**

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

PO# Scherenberg, Theres

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

**Instrument # 904190**

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

**AFFIDAVIT OF PUBLICATION**

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

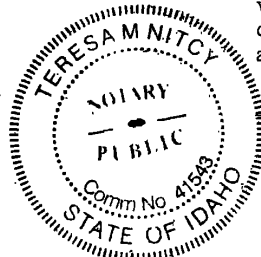
Hollie K Vance

State of Idaho

S.S.

County of Nez Perce

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



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

904190

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

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.

904190

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

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

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

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

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

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

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

DATED: August 17, 2022

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

**Instrument # 904189**

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

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

Process Number: 22-C1947

Court Number: 48043908

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

POST  
 1515 21ST AVE

(Addressee )

Lewiston, ID 83501

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

by Egbert Gregory

Served to: Posted 1515 21st ave

Addressee

1515 21ST AVE

Lewiston, ID 83501

Returned on the 31st day of August, 2022

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

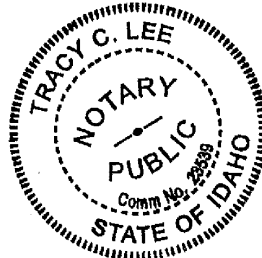
Dated the 31st day of August, 2022

## Fees:

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

Bryce Scrimsher, Sheriff  
 Nez Perce County Sheriff, Idaho

BY: *[Signature]*  
 Authorized Representative  
 Civil Division



State of Idaho )  
 ) ss  
 County of Nez Perce )

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

Notary Public  
 Residing in Lewiston, ID

My commission expires on Jan. 25, 2026

904189

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

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

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

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

#### **NOTICE OF DEFAULT**

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

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

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

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

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

48043908

902262

904189

On the following-described real property in said County:

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

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

DATED: 08/16/2022

TRUSTEE:

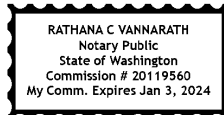


Michael J. Newell, 1953  
Attorney at Law

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

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

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




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

This Notarization was conducted using online audio/video technology.

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

48043908

904189

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

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

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

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

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

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

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

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

48043908



904189

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

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

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

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

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

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

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

DATED: August 17, 2022

**TRUSTEE**

By: Michael Newell

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

48043908

904189

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

Process Number: 22-C1947

Court Number: 48043908

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

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

Returned on the 31st day of August, 2022

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

Dated the 31st day of August, 2022

## Fees:

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

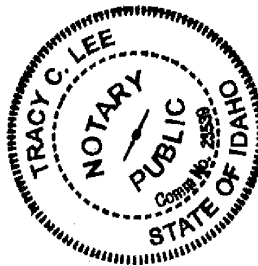
Bryce Scrimsher, Sheriff  
 Nez Perce County Sheriff, Idaho

BY: [Signature]  
 Authorized Representative  
 Civil Division

State of Idaho )  
 ) ss  
 County of Nez Perce )

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

[Signature]  
 Notary Public  
 Residing in Lewiston, ID  
 My commission expires on Jan. 25, 2025



904189

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

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

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

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#### **NOTICE OF DEFAULT**

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

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

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

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

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

48043908

902262

904189

On the following-described real property in said County:

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

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

DATED: 08/16/2022

TRUSTEE:

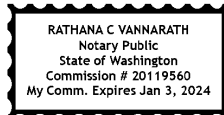


Michael J. Newell, 1953  
Attorney at Law

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

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

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




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

This Notarization was conducted using online audio/video technology.

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

48043908

904189

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

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

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

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

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

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

48043908

904189

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.

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DATED: August 17, 2022

**TRUSTEE**

By: Michael Newell

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

48043908


**Instrument # 904188**  
NEZ PERCE COUNTY, IDAHO  
11-16-2022 02:22:02 PM No. of Pages: 1  
Recorded for: IDEA LAW GROUP, LLC  
PATTY WEEKS Fee: \$10.00  
Ex-Officio Recorder Deputy Raquel Lewis  
Index to: MISC (216)  
Electronically Recorded by Simplifile

**AFFIDAVIT OF COMPLIANCE WITH IDAHO CODE SECTION 45-1506C AND  
IDAHO CODE SECTION 45-1504(3)**

COMES NOW, Michael J. Newell, being first duly sworn, deposes and says:

1. I am the Successor Trustee of the Deed of Trust recorded as instrument number 774964, County of Nez Perce, Idaho ("the Deed of Trust").
2. I have complied with section 45-1506C, Idaho Code, by (a) providing the notice required in section 45-1506C(1), Idaho Code; and (b) providing the loan modification request form required in section 45-1506C(2) 2); and (c) providing the notice required by Idaho law as specified in 45-1504(3).
3. I have complied with the Fair Debt Collection Practices Act Section 1692 SEQ.

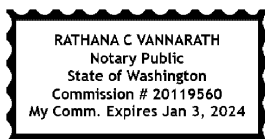
Dated: August 23, 2022


  
Michael J. Newell, Successor Trustee

[illegible]

On this 23rd day of August, 2022, before me, Rathana Vannarath, a Notary Public in and for said state, personally appeared Michael J. Newell, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that such officer or agent executed the same.

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



  
\_\_\_\_\_  
Notary Public for State of Washington  
Residing at: King County  
My Commission expires: 01/03/2024

This Notarization was conducted using online audio/video technology.

48043908

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

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

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

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

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

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

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

By Elizabeth Corral 8-19-22  
 Default Fulfillment Manager

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

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

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

See Attached

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

48043908



904187

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

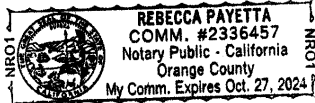
State of California }  
County of Orange }

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

Personally appeared Elizabeth Corral

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

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



WITNESS my hand and official seal.

SIGNATURE *Rebecca Payetta*

PLACE NOTARY SEAL ABOVE

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

## Description of attached document

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

**Instrument # 904186**

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

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

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF DENVER                    )

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

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

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

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

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

Aimee Marissa Taylor  
1515 21st Avenue  
Lewiston, ID 83501

48043908

904186

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

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

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

Occupants  
1515 21st Avenue  
Lewiston, ID 83501

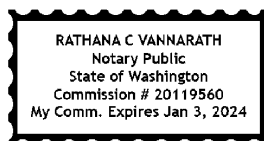
Sincerely,

*Theresa Scherenberg*

Theresa Scherenberg  
Legal Assistant  
Email: tscherenberg@idealawgroupllc.com

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

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



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

This Notarization was conducted using online audio/video technology.

48043908

904186

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

**Instrument # 902262**  
NEZ PERCE COUNTY, IDAHO  
08-17-2022 08:14:59 AM No. of Pages: 2  
Recorded for: IDEA LAW GROUP, LLC  
PATTY WEEKS Fee: \$13.00  
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902262

904186

On the following-described real property in said County:

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

DATED: 08/16/2022

TRUSTEE:

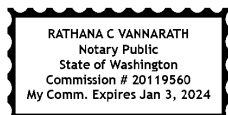


Michael J. Newell, 1953  
Attorney at Law

STATE OF WA )  
COUNTY OF King County ) ss:

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

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



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

This Notarization was conducted using online audio/video technology.

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

48043908

904186

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

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

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

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

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

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

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

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

48043908

904186

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

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

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

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

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

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

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

DATED: August 17, 2022

**TRUSTEE**

By: Michael Newell

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

48043908

904186

**LOAN MODIFICATION ASSISTANCE**

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

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

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

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

DATED: August 17, 2022

Beneficiary name: BANK OF AMERICA, N.A.

*Michael Newell*

Beneficiary's agent's signature:

Of IDEA Law Group, LLC

Beneficiary's telephone number: 800-561-4567

48043908



904186

**HOME LOAN MODIFICATION REQUEST FORM**

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

**WE MUST RECEIVE THIS FORM BY:****SEPTEMBER 21,  
2022****To request a loan modification review, check this box:**☐**To request a meeting with BANK OF AMERICA, N.A., check this box:**☐

(Please print legibly or type)

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

(CONTINUED ON NEXT PAGE)

48043908

904186

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

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

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

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

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

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

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

48043908

904186

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

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

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

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

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

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

48043908

904186



**IDEA LAW GROUP, LLC**

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

**NOTICE**

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

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

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

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

48043908

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

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

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

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

#### **NOTICE OF DEFAULT**

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

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

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

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

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

48043908

902262

On the following-described real property in said County:

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

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

DATED: 08/16/2022

TRUSTEE:

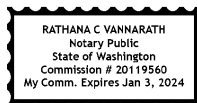


Michael J. Newell, 1953  
Attorney at Law

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

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

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



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

This Notarization was conducted using online audio/video technology.

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

48043908

902078

## APPOINTMENT OF SUCCESSOR TRUSTEE

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

DATED: 8/2/22

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

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

By: 

Ami Bhavsar  
 Foreclosure Services Manager

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

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

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

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

See Attached

48043908



902078

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

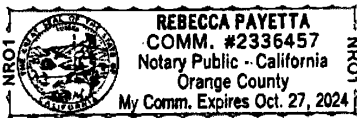
State of California }  
County of Orange }

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

Personally appeared Ami Bhavsar

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

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



WITNESS my hand and official seal.

SIGNATURE *Rebecca Payetta*

PLACE NOTARY SEAL ABOVE

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

**Description of attached document**

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

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

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

Instrument # 799540

NEZ PERCE COUNTY  
3-30-2012 01:56:49 No. of Pages: 1  
Recorded for: CORELOGIC SOLUTIONS LLC  
PATTY WEEKS Fee: 10.00  
Ex-Officio Recorder Deputy  
Index to: ASSIGN MTD/OT

Recording Requested By:  
Bank of America  
Prepared By: Diana De Avila  
888-603-9011  
When recorded mail to:  
CoreLogic  
450 E. Boundary St.  
Attn: Release Dept.  
Chapin, SC 29036



DocID# 3312135494385395  
Tax ID: RPL08800010010AA  
Property Address:  
1515 21st Ave  
Lewiston, ID 83501-3926  
ID0-ADT 17519931 3/1/2012

This space for Recorder's use

MIN #: 1000255-0000291313-3

MERS Phone #: 888-679-6377

## ASSIGNMENT OF DEED OF TRUST

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

Original Lender: BANK OF AMERICA, N.A.  
Original Borrower(s): JEREMY L BASS, A MARRIED MAN AS HIS SOLE & SEPARATE PROPERTY  
Original Trustee: FIDELITY NATIONAL TITLE INSURANCE CO.  
Date of Deed of Trust: 10/16/2009 Original Loan Amount: \$148,614.00

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

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

~~MAR 20 2012~~

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.

By:

Swarupa Slee Vice President

State of California  
County of Ventura

On ~~MAR 20 2012~~ before me, Shannon Steeg, Notary Public, personally appeared Swarupa Slee, 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)

\* Recording Requested By:  
ReconTrust Company, N.A.  
2575 W. Chandler Blvd.  
Mail Stop: AZ1-804-02-11  
Chandler, AZ 85224  
(800) 540-2684

INST. NO. 775252

FILLED FOR RECORD  
FEE 30 REC. BY \*

2009 NOV 10 AM 9 54

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

BY [Signature] DEPUTY

When recorded return to:  
JEREMY L BASS  
1515 21st Ave  
Lewiston, ID 83501

Above Space for Recorder's Use



UID: 3031d6dd-a47a-42d8-9a1d-df722cbbbb74  
DOCID\_0001854989092005N

### FULL RECONVEYANCE

ReconTrust Company, N.A., as Trustee under Deed of Trust Dated 09/04/2008 And made by:

JEREMY L BASS

as Trustor, recorded as Instrument or Document No.760926, on 09/08/2008 in Book N/A, Page N/A of Official Records in the office of the Recorder of NEZ PERCE County, Idaho having received from holder of the obligations thereunder a written request to reconvey reciting that all sums secured by said Deed of Trust have been fully paid, and said Deed of Trust and the note or notes secured thereby having been surrendered to said Trustee for cancellation, does hereby RECONVEY, without warranty to the person or persons, legally entitled thereto, the estate now held by it thereunder.

In Witness Whereof, ReconTrust Company, N.A., as Trustee.

Dated: 11-2-09

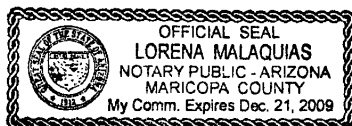
ReconTrust Company, N.A.

By: [Signature]  
Jewel Elsmere  
Assistant Secretary

### All Purpose Acknowledgment

STATE OF ARIZONA  
COUNTY OF MARICOPA

On 11/2/09, before me, Lorena Malaquias, Notary Public, personally appeared Jewel Elsmere, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument. Witness my hand and official seal.



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

\*  
Recording Requested By:  
ReconTrust Company, N.A.  
2575 W. Chandler Blvd.  
Mail Stop: AZ1-804-02-11  
Chandler, AZ 85224  
(800) 540-2684

INST. NO. 775251FILED FOR RECORD  
FEE 3<sup>00</sup> REC. BY \*

2009 NOV 10 AM 9 54

PATTY O. WEEKS  
RECORDER, NEZ PERCE CO. ID.  
BY 4516 DEPUTY

When recorded return to:  
JEREMY L BASS  
1515 21st Ave  
Lewiston, ID 83501

UID: c5cee926-c643-4e7d-ac8f-c0c91e7f077e  
DOCID\_0001854989092005N**SUBSTITUTION OF TRUSTEE**

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

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

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

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

Mortgage Electronic Registration Systems, Inc.

Dated: 11-02-2009

By Jewel Elsmere  
Jewel Elsmere, Assistant Secretary

STATE OF ARIZONA  
COUNTY OF MARICOPA

On 11/2/09, before me, Lorena Malaquias, Notary Public, personally appeared Jewel Elsmere, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entities upon behalf of which the person acted, executed the instrument.

My Commission expires: 12/21/2009

Lorena Malaquias  
Lorena Malaquias  
Notary Public for said State and County



2000909916

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

Prepared By:  
ELIZABETH WILLIAMS

INST. NO. **774964**  
FILED FOR RECORD  
FEE 2100 REC. BY **ALLIANCE TITLE**  
2009 OCT 30 PM 3 15  
PATTY O. WEEKS  
RECORDER, NEZ PERCE CO. ID.  
BY 4/24 DEPUTY

[Space Above This Line For Recording Data]

ID1212658354703  
(Case #)

2000909916DG  
(Escrow/Closing #)

00021335494310009  
(Doc ID #)

State of Idaho

**DEED OF TRUST**

FHA Case No.

ID1212658354703

MIN 1000255-0000291313-3

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

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

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

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

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

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

Parcel ID Number: RPL0880010010AA

MERS FHA Deed of Trust-ID  
2004N-ID (06/08),02(d/i)

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which has the address of

1515 21ST AVE, LEWISTON  
[Street, City]Idaho 83501-3926 ("Property Address");  
[Zip Code]

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

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

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

Borrower and Lender covenant and agree as follows:

#### UNIFORM COVENANTS.

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

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

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

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

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

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

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

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

Third, to interest due under the Note;

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

Fifth, to late charges due under the Note.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**13. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

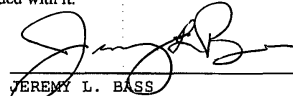
**20. Substitute Trustee.** Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein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

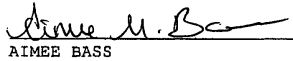
**21. Area and Location of Property.** The Property is (a) located within an incorporated city or village; (b) not more than 80 acres, regardless of its location, provided it is not principally used for the agricultural production of crops, livestock, dairy or aquatic goods; or (c) not more than 40 acres,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

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

  
 JEREMY L. BASS (Seal)  
 - Borrower

  
 AIMEE BASS (Seal)  
 - Borrower

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

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

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DOC ID #: 00021335494310009

STATE OF IDAHO,

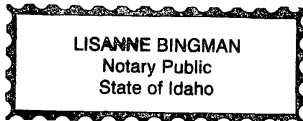
On this 23 day of Oct. 2009, before me,  
Lisanne Bingman, a Notary Public in and for the said county and state,

personally appeared

Jeremy L Bass & Aimee Bass

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

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



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

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

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

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

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18729

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

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

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

[Space Above This Line For Recording Data]

### DEED OF TRUST

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

THIS DEED OF TRUST ("Security Instrument") is made on **SEPTEMBER 4, 2008**. The Grantor is **JEREMY L BASS, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY** ("Borrower"). The Trustee is **LAND TITLE OF NEZ PERCE COUNTY** ("Trustee"). The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as beneficiary. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. **ZIONS FIRST NATIONAL BANK, N.A.** ("Lender") is organized and existing under the laws of **UTAH**, and has an address of **255 N. ADMIRAL BYRD RD, SALT LAKE CITY, UT 84116**. Borrower owes Lender the principal sum of **ONE HUNDRED FORTY SIX THOUSAND FOUR HUNDRED EIGHTEEN** Dollars (U.S. **\$146,418.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **OCTOBER 1, 2038**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **NEZ PERCE** County, Idaho: **THE EAST 25 FEET OF LOT 9 AND ALL OF LOT 10, BLOCK 10, MAPLEWOOD ADDITION TO THE CITY OF LEWISTON, NEZ PERCE COUNTY, STATE OF IDAHO, ACCORDING TO THE RECORDED PLAT THEREOF** which has the address of **1515 21ST AVENUE, LEWISTON, Idaho 83501** ("Property Address");

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

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FHA Idaho Deed of Trust

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

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

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

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

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

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

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

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

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

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

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

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

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other hazard insurance premiums, as required;

Third, to interest due under the Note;

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

Fifth, to late charges due under the Note.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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subsequent events.

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

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

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

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

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

**13. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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FHA Idaho Deed of Trust



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

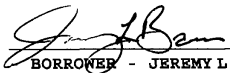

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The Following Rider(s) are to be executed by Borrower and are attached hereto and made a part thereof [check box as applicable]:

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

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

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

Witnesses:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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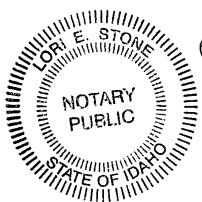
STATE OF ID

COUNTY OF NEZ PERCE

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

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

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



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

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## QUITCLAIM DEED

THIS INDENTURE, Made this 5 day of September, 2008, between**AIMEE BASS, WIFE OF GRANTEE**, as Grantor and **JEREMY L. BASS, A MARRIED MAN DEALING WITH HIS SEPARATE PROPERTY**, as Grantee whose current address is:

1515 21st Avenue, Lewiston ID 83501


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

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

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

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

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

Dated: September 5, 2008  
Aimee Bass

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State of Idaho

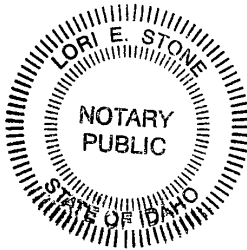
ss.

County of

Nez Perce

On this 5 day of September, 2008, before me, the undersigned, a Notary Public, in and for said State, personally appeared **AIMEE BASS**, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL



Lori E. Stone  
Notary Public

Residing at:

ClartstonCommission  
Expires:04/28/2012

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

2008 SEP 8 PM 2 53

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

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## WARRANTY DEED

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

## WITNESSETH:

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

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

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

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

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

WARRANTY DEED -1-

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

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

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

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

Roger H. Tutty  
 ROGER H. TUTTY

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

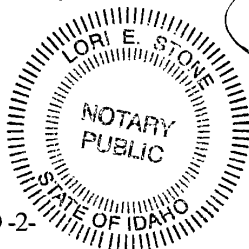
Patricia A. Tutty  
 PATRICIA A. TUTTY

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

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

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

(SEAL)



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

WARRANTY DEED -2-

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