**Review Documents**

[**amended - complaint - 2023.pdf**](https://casetext.com/api/cocounsel/proxy/document-uploads/e3a390c74230c1606aa7f31b75ef1c3d/content#page=1)

**What can ensure the statute of limits' clock is not already run out?**

**Various laws**

The document references a few potential avenues to argue that the statute of limitations has not run out, including Idaho Code § 5-219 (for fraud) and Idaho Code § 5-224 (for contract actions), as well as the Idaho Consumer Protection Act and the Idaho Trust and Estate Dispute Resolution Act. Additionally, the plaintiff's request for a declaratory judgment could potentially be used to argue that the statute of limitations should not apply due to the defendant's fraudulent behavior.

According to the document, there are a few potential avenues to argue that the statute of limitations has not run out. Idaho Code § 5-219 sets the statute of limitations for fraud, while Idaho Code § 5-224 sets the statute of limitations for contract actions. Additionally, the document references the Idaho Consumer Protection Act and the Idaho Trust and Estate Dispute Resolution Act, which may have their own statutes of limitations.

While the document does not directly address the question, it does mention that the plaintiff is requesting "a declaratory judgment that the Plaintiff's property is free and clear of any liens or encumbrances arising from the actions of the Defendants." This could potentially be used to argue that the statute of limitations should not apply because the defendant's fraudulent behavior concealed the issue from the plaintiff.

**\*\*What authorities should I add so it will not be dismissed \*\***

**Cite more laws**

The document already contains a number of cases, rules, and statutes, but to further strengthen the argument, the plaintiff could add authorities that specifically address mortgage fraud, improper assignment of loans, or the responsibilities of foreclosure trustees. Potential authorities to add include Idaho Code § 45-1506, 12 U.S.C. § 2605, and 15 U.S.C. § 1692 (pgs. 21-22).

The document already contains a number of cases, rules, and statutes that are relevant to the case. However, to further strengthen the argument, the plaintiff could consider adding additional authorities that specifically address the issues of mortgage fraud, improper assignment of loans, or the responsibilities of foreclosure trustees. Some potential authorities to add might include:

* Idaho Code § 45-1506 (requirements for foreclosure trustees)
* 12 U.S.C. § 2605 (Real Estate Settlement Procedures Act)
* 15 U.S.C. § 1692 (Fair Debt Collection Practices Act)

The document already cites several authorities, such as Idaho Rules of Evidence Rule 406 and Rule 702. Additional authorities that could be cited include other relevant state statutes, case law that supports the plaintiff's arguments, or federal laws that may apply (such as the Fair Debt Collection Practices Act).

**\*\*what do i need to do in invalidate the second note that was forged? in other words, what can I do to make it unenforceable \*\***

**Multiple options**

There are a number of potential avenues for invalidating the second note according to the document. These include arguing that the note was created without consent, that it was created in error (as in the Sheet vs Countrywide case), or pursuing causes of action such as fraudulent misrepresentation, fraud, negligent misrepresentation, or breach of contract. The document also suggests seeking a declaratory judgment to void the note.

The document suggests several potential avenues for invalidating the second note. First, the document alleges that the second note was created "without the knowledge or consent of the Plaintiff," which could be grounds for invalidation. Additionally, the document references a case (Sheet vs Countrywide) in which a similar mistake was made, and the bank claimed it was an error. Arguing that the second note was created in error could also be a way to invalidate it.

The document discusses several potential causes of action that could invalidate the second note, including fraudulent misrepresentation, fraud, negligent misrepresentation, and breach of contract. Additionally, the document references seeking a declaratory judgment to declare the note void and unenforceable.

[**ammend - MOTION TO RECONSIDER - 2023.pdf**](https://casetext.com/api/cocounsel/proxy/document-uploads/a30982b2ea3ecdb0ae6a683cad49e742/content#page=1)

**What can ensure the statute of limits' clock is not already run out?**

**No relevant language found.**

**\*\*What authorities should I add so it will not be dismissed \*\***

**Add ReconTrust**

While the document does not directly answer the question, it suggests that adding ReconTrust, N.A. as a defendant (pgs. 1-2) may help prevent the case from being dismissed.

While the document does not directly answer the question, it does mention that the plaintiff failed to name ReconTrust, N.A. as a defendant in the original complaint, which contributed to the case being dismissed. So, adding ReconTrust, N.A. as a defendant may help prevent the case from being dismissed again.

**\*\*what do i need to do in invalidate the second note that was forged? in other words, what can I do to make it unenforceable \*\***

**No relevant language found.**

[**cease-and-desist-2022-bass-vs-boa--exib-B.pdf**](https://casetext.com/api/cocounsel/proxy/document-uploads/3c24368e1648b9431c822dcb86594244/content#page=1)

**What can ensure the statute of limits' clock is not already run out?**

**No relevant language found.**

**\*\*What authorities should I add so it will not be dismissed \*\***

**No relevant language found.**

**\*\*what do i need to do in invalidate the second note that was forged? in other words, what can I do to make it unenforceable \*\***

**Argue forgery**

The document does not specifically address how to invalidate the second note, but does mention that Carrington Mortgage has a history of tricking property owners into signing backdated contracts (pg. 1). This information may be helpful in arguing that the note was forged or unenforceable.

While this part of the document does not specifically address the question, it does mention that Carrington Mortgage attempted to trick the property owner into signing backdated contracts. This information may be helpful in arguing that the second note was forged or otherwise unenforceable.

[**DISMISS AND STRIKE.pdf**](https://casetext.com/api/cocounsel/proxy/document-uploads/62007c05492626c63862b7d0b842799f/content#page=1)

**What can ensure the statute of limits' clock is not already run out?**

**Timing, reinstatement**

The document does not explicitly address the statute of limitations, but it does suggest that the timing of the cause of action is important (pg. 21) and that the borrower may have a right to reinstate the security instrument (pg. 9), which could affect the statute of limitations clock.

While the document does not explicitly address the statute of limitations, it does mention in paragraph 10 that the "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 ar this Security Instrument." This could imply that the statute of limitations clock may not have run out if the borrower is able to reinstate the security instrument.

While the document does not directly answer this question, it does mention that "The cause of action arose at the time of signing which was in 2009" and "Statute of limitation commenced in 2009 and bars this cause of action." So it seems that the timing of when the cause of action arises is important for the statute of limitations.

**\*\*What authorities should I add so it will not be dismissed \*\***

**Cite authorities; follow procedure**

The document references several authorities that could be cited to prevent a case from being dismissed, including the Real Estate Settlement Procedures Act of 1974, the Garn-St. Germain Depository Institutions Act of 1982, and regulations issued by the Secretary of Housing and Urban Development (pgs. 7,8). Additionally, addressing issues such as verifying the complaint, naming indispensable parties, and serving necessary party defendants could help avoid dismissal (pgs. 27,28).

The document references several authorities that could be cited to prevent a case from being dismissed, including the Real Estate Settlement Procedures Act of 1974, the Garn-St. Germain Depository Institutions Act of 1982, and regulations issued by the Secretary of Housing and Urban Development.

While the document does not directly answer the question, it does mention several reasons for dismissal that could be addressed in order to avoid it. For example, the document mentions that the complaint is not verified as required, indispensable parties are not named, and service has not been made on other necessary party defendants. Addressing these issues could help avoid dismissal.

**\*\*what do i need to do in invalidate the second note that was forged? in other words, what can I do to make it unenforceable \*\***

**Evidence, law, denial**

The document does not directly answer the question, but provides several pieces of information that may be helpful. You may need to provide evidence to support your claim that the note was forged (pgs. 3,4), demonstrate that the forged note is in conflict with applicable law (pg. 9), or argue that you are not obligated to fulfill the note's terms because you did not sign it (pg. 14). Additionally, the document references Idaho Code 18-3601 and the importance of including certain parties in forgery claims (pg. 21).

While this part of the document does not directly answer your question, it does contain some information that may be helpful. Specifically, it mentions that the signature on the deed of trust was notarized, which may be relevant to your claim that the note was forged. Additionally, it mentions that the affiant was asked to provide a copy of the reconveyance, which you did not provide. You may need to provide evidence to support your claim that the note was forged in order to invalidate it.

While this part of the document does not specifically address the question, it does mention that "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." This suggests that you may need to demonstrate that the forged note is in conflict with applicable law in order to invalidate it.

While this part of the document does not specifically address the question, it does contain some information that may be helpful. Specifically, it mentions that any person who is a guarantor, surety, or endorser of the note is obligated to keep the promises made in the note. This suggests that if you can prove that the note was forged and you did not sign it, you may be able to argue that you are not obligated to fulfill its terms.

While this part of the document does not directly answer your question, it does mention that the plaintiff in this case is alleging forgery, which may be relevant to your situation. Specifically, the document references "Idaho Code 18-3601" as well as the importance of including "the title company, closing agent, and notary" as indispensable parties to such claims.

[**inital-complaint.pdf**](https://casetext.com/api/cocounsel/proxy/document-uploads/97270afc6114e1d2a5686af6fa3775ac/content#page=1)

**What can ensure the statute of limits' clock is not already run out?**

**No relevant language found.**

**\*\*What authorities should I add so it will not be dismissed \*\***

**More citations**

To avoid dismissal, the author should add additional citations to relevant state and federal laws, as well as case law that supports the arguments being made, beyond the authorities already cited (such as Idaho Code §§ 1-202 and 3-104, the Consumer Foreclosure Protection Act, and the Fair Credit Reporting Act) (pgs. 1, 8).

The document already cites a number of authorities, such as Idaho Code §§ 1-202 and 3-104, as well as referencing the Consumer Foreclosure Protection Act and the Fair Credit Reporting Act. To further strengthen the case, the author could add additional citations to relevant state and federal laws, as well as case law that supports the arguments being made.

**\*\*what do i need to do in invalidate the second note that was forged? in other words, what can I do to make it unenforceable \*\***

**Cite issues, lack of original**

While the document does not explicitly state how to invalidate the second note, it does mention potential avenues, such as the "notable issues" with the note (pg. 2) and the fact that the defendants have not provided an original copy (pg. 2).

The document does not explicitly state how to invalidate the second note, but it does mention several potential avenues. For example, in paragraph 16 (line 114), the document mentions that there are "notable issues" with the note that raise questions about its validity and enforceability. Additionally, in paragraph 17 (line 115), the document notes that the defendants have not provided an original copy of the note. These points could be used to argue that the note is invalid or unenforceable.

[**Letter of dispute.pdf**](https://casetext.com/api/cocounsel/proxy/document-uploads/3d75657256b2661e0edd1819bb0919eb/content#page=1)

**What can ensure the statute of limits' clock is not already run out?**

**Check expiration date**

While the document does not directly answer the question, it does emphasize the importance of determining the expiration date of the statute of limitations for a given debt. The document suggests asking the creditor for this information, as well as how they arrived at that conclusion (pg. 2).

The document does not directly answer this question, but it does mention the importance of determining whether the debt is within the statute of limitations. Specifically, it requests that the creditor "tell me when you think the statute of limitations expires for this debt, and how you determined that."

**\*\*What authorities should I add so it will not be dismissed \*\***

**No relevant language found.**

**\*\*what do i need to do in invalidate the second note that was forged? in other words, what can I do to make it unenforceable \*\***

**No relevant language found.**

[**MEMORANDUM\_BASS.pdf**](https://casetext.com/api/cocounsel/proxy/document-uploads/496deb6405c956c87621100ba06dcda5/content#page=1)

**What can ensure the statute of limits' clock is not already run out?**

**Contract timing**

While the document does not directly answer the question, it seems that the timing of the signing of the contract (in 2009) is important for determining when the statute of limitations begins (pg. 2).

The document does not directly answer this question, but it does mention that "The cause of action arose at the time of signing which was in 2009" and "Statute of limitation commenced in 2009 and bars this cause of action." So it seems that the timing of the signing of the contract is important for determining when the statute of limitations begins.

**\*\*What authorities should I add so it will not be dismissed \*\***

**Address issues**

The document does not directly answer the question, but suggests addressing potential issues such as lack of verification, missing indispensable parties, and statute of limitations (pgs. 2-4) in order to prevent dismissal.

While the document does not directly answer the question, it does mention several potential issues that could lead to dismissal, such as lack of verification, missing indispensable parties, and statute of limitations. Addressing these issues in the complaint or motion could help prevent dismissal.

**\*\*what do i need to do in invalidate the second note that was forged? in other words, what can I do to make it unenforceable \*\***

**Involve legal parties**

Although the document does not directly answer the question, it suggests that you may need to involve the title company, closing agent, and notary in any legal action, and that you may need to address the issue of the statute of limitations having expired (pg. 2).

While this document does not directly answer your question, it does mention that the title company, closing agent, and notary are "indispensable parties" to any claims of forgery, so you may need to involve them in any legal action you take. Additionally, the document argues that the statute of limitations has expired for the alleged forgery, so you may need to address that issue as well.

[**MOTION TO DISMISS.pdf**](https://casetext.com/api/cocounsel/proxy/document-uploads/1331037c3e72a8c8608d3d368c3273cc/content#page=1)

**What can ensure the statute of limits' clock is not already run out?**

**Timing**

While the document does not directly answer the question, it does suggest that the timing of the claims in relation to the statute of limitations is important, as it notes that a complaint for fraud and breach of contract was barred because the claims originated in 2009 (pg. 1).

The document does not directly answer this question, but it does mention that the "Statute of Limitations bars the complaint for fraud and breach of contract as the claims originated in 2009" according to "Idaho Code 5-218." This suggests that the timing of the claims in relation to the statute of limitations is important.

**\*\*What authorities should I add so it will not be dismissed \*\***

**Address dismissal reasons**

To avoid dismissal, you should address each of the reasons for the motion to dismiss. This includes verifying the complaint, naming indispensable parties, arguing against the statute of limitations claim, ensuring service is made, completing the summons, and setting a hearing (pgs. 1-2).

The document lists several reasons for the motion to dismiss, so you should address each one. Specifically, you should:

* Verify the complaint as required by IRCP 65
* Name any indispensable parties
* Argue against the statute of limitations claim, either by asserting that the claims did not originate in 2009 or by citing a different statute of limitations
* Ensure service is made on all necessary party defendants
* Complete the summons according to the requirements of IRC 4 (a) (1) (G) and IRCP 4 (b) (1) and IRCP 4 (d) (1) (A)
* Set a hearing for the temporary restraining order and bond

**\*\*what do i need to do in invalidate the second note that was forged? in other words, what can I do to make it unenforceable \*\***

**No relevant language found.**

[**Notice of Limited Appearance\_Bass.pdf**](https://casetext.com/api/cocounsel/proxy/document-uploads/70edd6af9b866526f2e030cc665d16d1/content#page=1)

**What can ensure the statute of limits' clock is not already run out?**

**No relevant language found.**

**\*\*What authorities should I add so it will not be dismissed \*\***

**No relevant language found.**

**\*\*what do i need to do in invalidate the second note that was forged? in other words, what can I do to make it unenforceable \*\***

**No relevant language found.**

[**on ammend - summons -2023.pdf**](https://casetext.com/api/cocounsel/proxy/document-uploads/87c8447a6d7db1f346313e5c2bfa75e5/content#page=1)

**What can ensure the statute of limits' clock is not already run out?**

**No relevant language found.**

**\*\*What authorities should I add so it will not be dismissed \*\***

**No relevant language found.**

**\*\*what do i need to do in invalidate the second note that was forged? in other words, what can I do to make it unenforceable \*\***

**File complaint**

The document does not specifically address how to invalidate the second note, but it does mention the possibility of filing a complaint for injunctive and declaratory relief, as well as damages for breach of contract and breach of the duty of good faith and fair dealing (pg. 2).

While this part of the document does not specifically address the question, it does mention that the plaintiff is seeking "injunctive and declaratory relief, as well as damages for breach of contract and breach of the duty of good faith and fair dealing." This suggests that one possible course of action is to file a complaint alleging these types of claims.

[**Opinion and Order on Motion to Dismiss and Strike the Summons and Complaint.pdf**](https://casetext.com/api/cocounsel/proxy/document-uploads/1b7b3dae6106b7da88795a57e7149386/content#page=1)

**What can ensure the statute of limits' clock is not already run out?**

**File timely claim**

While the document does not directly answer the question, it does mention that filing a claim within the statute of limitations (5 years for breach of contract, 3 years for fraud) could ensure the clock has not run out (pgs. 5-6).

While the document does not directly answer this question, it does mention that the statute of limitations for breach of contract is 5 years and for fraud is 3 years from the time of discovery by the aggrieved party. So, in general, filing a claim within these timeframes could ensure the statute of limitations has not run out.

**\*\*What authorities should I add so it will not be dismissed \*\***

**Add parties, fix summons**

The document does not directly answer the question, but suggests that adding indispensable parties to the complaint (pg. 3) and correcting errors with the summons (pg. 6) might prevent dismissal.

While the document does not directly answer the question, it does provide some clues as to what might help prevent dismissal. For example, the document mentions that the plaintiff failed to name indispensable parties in the complaint, so adding those parties might help. Additionally, the document notes that the summons was improper and insufficient, so correcting those errors might also prevent dismissal.

**\*\*what do i need to do in invalidate the second note that was forged? in other words, what can I do to make it unenforceable \*\***

**Consult attorney**

The document does not directly answer the question, but does mention allegations of forgery (pgs. 2,5). You should consult with an attorney to determine what evidence is needed to invalidate the note.

While this part of the document does not directly answer your question, it does mention that the plaintiff in this case has made allegations of forgery. You may want to consult with an attorney to determine what evidence you would need to present in order to invalidate the note on the grounds of forgery.

[**OPPOSITION TO DEFENDANTS - STATUTE-LIMITATIONS- 2022.pdf**](https://casetext.com/api/cocounsel/proxy/document-uploads/29c627213994129d08a7157a43cfce7f/content#page=1)

**What can ensure the statute of limits' clock is not already run out?**

**Discovery rule, Idaho Code 5-222**

The plaintiff argues that the statute of limitations has not run out due to the discovery rule (which states that the clock doesn't start until the plaintiff knew or should have known of the fraud) and Idaho Code 5-222 (pgs. 1-2)

The plaintiff argues that the statute of limitations has not yet begun to run on their claims for fraud and breach of contract because they only recently discovered the fraud. They cite case law which states that the statute of limitations does not begin to run until the plaintiff knew or should have known of the fraud, and that the discovery rule applies to fraud claims. Additionally, they reference Idaho Code 5-222 which supports their argument that the cause of action has not yet accrued.

**\*\*What authorities should I add so it will not be dismissed \*\***

**Cite more case law**

To avoid dismissal, the plaintiff should consider citing additional case law specific to Idaho or the Second Judicial District that supports the application of the discovery rule to fraud claims, in addition to the authorities already cited (pgs. 1-2).

The document already cites several authorities, including case law that states the statute of limitations does not begin to run until the plaintiff knew or should have known of the fraud, Idaho Code 5-222, and the Persistence of the Fraudulent Concealment Doctrine. To further strengthen the argument, the plaintiff could consider citing additional case law specific to Idaho or the Second Judicial District that supports the application of the discovery rule to fraud claims.

**\*\*what do i need to do in invalidate the second note that was forged? in other words, what can I do to make it unenforceable \*\***

**Cite law/code**

The document does not specifically address how to invalidate the forged note, but does mention that the plaintiff is arguing the statute of limitations has not yet begun to run on their claims for fraud and breach of contract (pg. 1). The plaintiff also cites case law and Idaho Code 5-222, which may be helpful in determining what you need to do.

While this part of the document does not specifically address the question, it does mention that the plaintiff is arguing that the statute of limitations has not yet begun to run on their claims for fraud and breach of contract because the plaintiff only recently discovered the fraud. Additionally, the plaintiff cites case law and Idaho Code 5-222 to support their argument. These references may be helpful in determining what you need to do to invalidate the forged note.

[**OPPOSITION TO DEFENDANTS GENERAL - 2022.pdf**](https://casetext.com/api/cocounsel/proxy/document-uploads/ef79281452d8f5eed13fdbdb23b9338c/content#page=1)

**What can ensure the statute of limits' clock is not already run out?**

**Separate filing**

The document does not directly answer this question, but does mention that the plaintiff acknowledges the possibility of the statute of limitations barring certain claims (pg. 1), and refers to a separate filing for more detail.

The document does not directly answer this question, but it does mention that the plaintiff "acknowledges that the statute of limitations may bar the claims for fraud and breach of contract," and refers the court to a separate filing for a more detailed argument on the issue.

**\*\*What authorities should I add so it will not be dismissed \*\***

**Correct deficiencies**

While the document does not explicitly list authorities to add, it does mention several areas to correct deficiencies (pgs. 1-3), such as verifying the complaint, identifying and naming parties, and serving all necessary parties. The document also refers to separate filings for more detailed arguments on the statute of limitations and bond requirement.

The document does not explicitly list authorities to add, but it does mention several areas where the plaintiff is requesting more time to correct deficiencies. These include: verifying the complaint as required by IRCP 65, identifying and naming indispensable parties, serving all necessary parties, and correcting any errors with the summons. Additionally, the plaintiff refers the court to separate filings for more detailed arguments on the statute of limitations and bond requirement.

**\*\*what do i need to do in invalidate the second note that was forged? in other words, what can I do to make it unenforceable \*\***

**No relevant language found.**

[**Order on Motions for Reconsideration.pdf**](https://casetext.com/api/cocounsel/proxy/document-uploads/a3995187b1922cf4c51f11de348d79f1/content#page=1)

**What can ensure the statute of limits' clock is not already run out?**

**No relevant language found.**

**\*\*What authorities should I add so it will not be dismissed \*\***

**Cite I.R.C.P. 65**

Although the document does not directly answer the question, it suggests that the plaintiff should provide authority or argument that demonstrates compliance with I.R.C.P. 65 or that would compel the court to reconsider its order (pgs. 1-2).

While the document does not directly answer the question, it does mention that the plaintiff failed to provide any authority or argument to support his motion for reconsideration. Therefore, it seems that the plaintiff should provide authority or argument that demonstrates that his motion complies with I.R.C.P. 65, or that would compel the court to reconsider its order.

**\*\*what do i need to do in invalidate the second note that was forged? in other words, what can I do to make it unenforceable \*\***

**No relevant language found.**

[**RECONSIDERATION - TRO - 2023.pdf**](https://casetext.com/api/cocounsel/proxy/document-uploads/819ea9d0d174e0ed723e4c14c8057ab4/content#page=1)

**What can ensure the statute of limits' clock is not already run out?**

**No relevant language found.**

**\*\*What authorities should I add so it will not be dismissed \*\***

**Add case law, statutes**

While the document already cites several relevant authorities (Idaho Code § 6-407, § 6-409, and § 6-418, on pgs. 2-3), additional authorities that could be added include case law supporting the plaintiff's arguments or other statutes addressing the court's authority to issue injunctions or protect property rights.

The document already cites several relevant authorities, including Idaho Code § 6-407, § 6-409, and § 6-418. While these are substantial, additional authorities that could be added might include case law that supports the plaintiff's arguments or other statutes that address the court's authority to issue injunctions or protect property rights.

**\*\*what do i need to do in invalidate the second note that was forged? in other words, what can I do to make it unenforceable \*\***

**No relevant language found.**

[**request for appointment - 2023.pdf**](https://casetext.com/api/cocounsel/proxy/document-uploads/9c50c38ab9060f2957f9084ad0e383b0/content#page=1)

**What can ensure the statute of limits' clock is not already run out?**

**No relevant language found.**

**\*\*What authorities should I add so it will not be dismissed \*\***

**Cite more laws**

To strengthen the document and avoid dismissal, consider citing specific case law that supports the right to counsel in civil cases, or referencing any relevant state laws in Idaho, in addition to the Sixth Amendment and the Due Process Clause of the Fourteenth Amendment that are already cited (pg. 2).

The document already cites the Sixth Amendment and the Due Process Clause of the Fourteenth Amendment as authorities for the request to appoint counsel. While the document provides substantial detail, it could be further strengthened by citing specific case law that supports the right to counsel in civil cases, or by referencing any state laws in Idaho that may be relevant.

**\*\*what do i need to do in invalidate the second note that was forged? in other words, what can I do to make it unenforceable \*\***

**No relevant language found.**

[**TRO BOND WAIVER REQUEST - 2022.pdf**](https://casetext.com/api/cocounsel/proxy/document-uploads/d98eb20628cd6998fb49d3a53a770486/content#page=1)

**What can ensure the statute of limits' clock is not already run out?**

**No relevant language found.**

**\*\*What authorities should I add so it will not be dismissed \*\***

**Rule 65(b), bond waiver**

The document suggests that the Idaho Rules of Civil Procedure 65(b) may be a relevant authority to mention, as well as the court's ability to waive the bond requirement for parties in financial hardship (pg. 1).

While this part of the document does not specifically address the question, it does mention the Idaho Rules of Civil Procedure 65(b) as a relevant authority. Additionally, the document references the court's ability to waive the bond requirement for parties constrained in financial hardship, which may be another relevant authority to mention.

**\*\*what do i need to do in invalidate the second note that was forged? in other words, what can I do to make it unenforceable \*\***

**No relevant language found.**

[**affidavit - knowledge of reconveyance - 2023.pdf**](https://casetext.com/api/cocounsel/proxy/document-uploads/6493ac66cdf12c5ca7377d67c350c4ef/content#page=1)

**What can ensure the statute of limits' clock is not already run out?**

**Email receipt**

The document does not directly address the statute of limitations, but the plaintiff's receipt of an email on November 16, 2021 (pg. 1) could potentially be used to argue that the clock did not start until that date.

While the document does not directly address the statute of limitations, it does mention that the plaintiff received an email on November 16, 2021 that made him aware of certain irregularities. This could potentially be used to argue that the clock for the statute of limitations did not start until that date.

**\*\*What authorities should I add so it will not be dismissed \*\***

**No relevant language found.**

**\*\*what do i need to do in invalidate the second note that was forged? in other words, what can I do to make it unenforceable \*\***

**Cite irregularities**

The document does not specifically address how to invalidate a forged note, but does mention concerns about "irregularities and discrepancies" related to the loan and foreclosure proceedings (pg. 2). This information may be helpful in determining what steps to take.

While this part of the document does not specifically address the question, it does mention that the author became aware of "irregularities and discrepancies related to the foreclosure proceedings and the validity of the loan" after reviewing the Letter of Full Reconveyance. Additionally, the author expresses concern about "fraudulent activity or irregularities related to the foreclosure proceedings, the loan documents, and/or the recording of the Deed of Trust." This information may be helpful in determining what steps to take to invalidate a forged note.

[**Affidavit\_in\_Support\_of\_Motion\_to\_Dismiss.pdf**](https://casetext.com/api/cocounsel/proxy/document-uploads/c433f27737c4086c4cfc2cfec56aff0b/content#page=1)

**What can ensure the statute of limits' clock is not already run out?**

**Debt due 2039; default restarts clock**

The document does not directly address the statute of limitations, but there are two potential clues. First, the full debt is not due until November 01, 2039 (pg. 4), which suggests the statute of limitations would not run out before that date. Second, the lender may require immediate payment in full in the event of a default (pg. 11), which could restart the clock on the statute of limitations.

While the document does not directly address the statute of limitations, it does mention that the "full debt, if not paid earlier, [is] due and payable on NOVEMBER 01, 2039" (Line 137). This suggests that the statute of limitations would not run out before that date, at the earliest.

While this document does not directly address the statute of limitations, it does mention that the lender may "require immediate payment in full" in the event of a default, which could potentially restart the clock on the statute of limitations.

**\*\*What authorities should I add so it will not be dismissed \*\***

**RESPA, state, HUD**

The document does not explicitly state which authorities should be added, but there are a few clues. It mentions the importance of complying with the Real Estate Settlement Procedures Act of 1974 (RESPA) and its implementing regulations (pgs. 4,5), as well as state law in Idaho (pgs. 4,5). Additionally, it references "applicable law," "regulations issued by the Secretary," and "Environmental Law" (pgs. 6,7), and mentions the importance of adhering to "regulations of the Secretary" or "HUD regulations" (pgs. 11,12).

The document does not explicitly state which authorities should be added, but it does mention several times that the affidavit should comply with the Real Estate Settlement Procedures Act of 1974 (RESPA) and its implementing regulations. Additionally, the document references the need to follow state law in Idaho, so it may be helpful to include relevant state statutes or case law.

While this part of the document does not specifically address the question, it does mention the importance of complying with "applicable law" and "regulations issued by the Secretary" in multiple places. Additionally, paragraph 16 specifically discusses the need to adhere to "Environmental Law."

The document does not explicitly state which authorities should be added, but it does mention several times that the lender's rights are limited by "regulations of the Secretary" or "HUD regulations." Therefore, it may be helpful to add specific references to these regulations in order to strengthen the document.

**\*\*what do i need to do in invalidate the second note that was forged? in other words, what can I do to make it unenforceable \*\***

**Legal action**

While one part of the document only vaguely suggests that you may need to take legal action to challenge the validity of the note (pg. 5), another part more directly states that you may be able to challenge its enforceability in court based on the terms outlined in Paragraphs 6(B) and 9 (pg. 12).

While this part of the document does not directly answer your question, it does contain some information that may be helpful. Specifically, it mentions that the "Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record." This suggests that you may need to take legal action to challenge the validity of the note in order to invalidate it.

According to the document, if you believe the second note was forged, you may be able to challenge its enforceability in court. Paragraph 6(B) states that the lender may only "require immediate payment in full" in the event of a default, and that the note "does not authorize acceleration when not permitted by HUD regulations." Additionally, Paragraph 9 states that any person who signs the note is "fully and personally obligated to keep all of the promises made in this Note," which could suggest that if the signature was forged, the note may not be enforceable against you.