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Bergeman v. Select Portfolio Servicing Clerk's Record Dckt. 45338

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IN THE SUPREME COURT OF THE STATE OF IDAHO

DARIN BERGEMAN,)
)
 Plaintiff/Appellant,)
)
 v.)
)
 SELECT PORTFOLIO SERVICING,)
 WMC MORTGAGE CORPORATION,)
 U.S. BANK NATIONAL)
 ASSOCIATION, ALLIANCE TITLE)
 COMPANY, SILVERCREEK REALTY)
 GROUP, MOHAMED ELABED and)
 JOHN DOES 1-6,)
)
 Defendant/Respondents.)

Case No. CV-2017-1430
Docket No. 45338

CLERK'S RECORD ON APPEAL

Appeal from the District Court of the
Seventh Judicial District of the State of Idaho,
in and for the County of Bonneville

HONORABLE BRUCE L. PICKETT, District Judge.

Robert H. Beck
3456 East 17th Street, Suite 215
Idaho Falls, ID 83404
Attorney for Appellant

Steven L. Taggart
Maynes Taggart, PLLC
PO Box 3005
Idaho Falls, ID 83403
Attorney for Respondents

Elijah Watkins
101 S. Capitol Boulevard, Ste. 1900
Boise, ID 83702
Attorney for Respondents

Date	Code	User	Judge
3/9/2017	SMIS	TCORONA	Summons Issued Joel E. Tingey
	NCOC	TCORONA	New Case Filed-Other Claims Joel E. Tingey
	NOAP	TCORONA	Plaintiff: Bergeman, Darin Notice Of Appearance Robert K. Beck Joel E. Tingey
		TCORONA	Filing: AA- All initial civil case filings in District Court of any type not listed in categories E, F and H(1) Paid by: Beck, Robert K. (attorney for Bergeman, Darin) Receipt number: 0012758 Dated: 3/9/2017 Amount: \$221.00 (Check) For: Bergeman, Darin (plaintiff) Joel E. Tingey
	COMP	TCORONA	Complaint Filed Joel E. Tingey
3/10/2017	MOTN	JNICHOLS	Petitioner's Motion To Disqualify Joel E. Tingey
	ORDR	SOUTHWIC	Order (of Disqualification - Judge Tingey) Joel E. Tingey
3/13/2017		JNICHOLS	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Michelle Hardgrave Receipt number: 0013016 Dated: 3/13/2017 Amount: \$29.00 (Credit card) Joel E. Tingey
		JNICHOLS	Miscellaneous Payment: Technology Cost - CC Paid by: Michelle Hardgrave Receipt number: 0013016 Dated: 3/13/2017 Amount: \$3.00 (Credit card) Joel E. Tingey
		SHULTS	Order of Assignment -to Hon. Bruce L. Pickett Bruce L Pickett
		TCORONA	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Elabed, Mohannad Mohamed Receipt number: 0013026 Dated: 3/13/2017 Amount: \$28.00 (Cash) Bruce L Pickett
4/10/2017	HRSC	AJENKINS	Hearing Scheduled (Motion 04/17/2017 09:15 AM) Motion to Consolidate Bruce L Pickett
	SMIS	TCORONA	Summons Issued Bruce L Pickett
	COMP	TCORONA	Amended Complaint Filed Bruce L Pickett
	MOTN	TCORONA	Plaintiff's Motion To Consolidate Bruce L Pickett
	MEMO	TCORONA	Memorandum In Support Of Motion To Consolidate Bruce L Pickett
	AFFD	TCORONA	Affidavit Of Robert K. Beck Bruce L Pickett
	NOTH	TCORONA	Notice Of Hearing 04/17/17 @9:15 AM Motion To Consolidate Bruce L Pickett
	MOTN	TCORONA	Plaintiff's Motion To Shorten Time Bruce L Pickett
4/12/2017	ORDR	AJENKINS	Order to Shorten Time Bruce L Pickett
	MOTN	BJENNINGS	Defendant's Motion to Dismiss Pursuant to IRCP 12(b)(6) With Respect to Defendant Mohamed Elebad Bruce L Pickett
	NOTH	BJENNINGS	Notice of Hearing on Motion to Dismiss Pursuant to IRCP 12(b)(6) Bruce L Pickett

Date	Code	User	Judge
4/12/2017	MOTN	BJENNINGS	Ex Parte Motion to Shorten Time for Hearing on Motion to Dismiss Pursuant to IRCP 12(b)(6)
		BJENNINGS	Objection to Motion to Consolidate
4/14/2017		ALINARES	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Stoel, Rives, LLP Receipt number: 0018265 Dated: 4/14/2017 Amount: \$88.00 (Credit card)
		ALINARES	Miscellaneous Payment: Technology Cost - CC Paid by: Stoel, Rives, LLP Receipt number: 0018265 Dated: 4/14/2017 Amount: \$3.00 (Credit card)
4/17/2017	MINE	AJENKINS	Minute Entry Hearing type: Motion Hearing date: 4/17/2017 Time: 9:22 am Courtroom: Court reporter: Mary Fox Minutes Clerk: Andrea Jenkins Tape Number: 5 Party: Darin Bergeman, Attorney: Robert Beck Party: Mohannad Elabed
	DCHH	AJENKINS	Hearing result for Motion scheduled on 04/17/2017 09:15 AM: District Court Hearing Held Court Reporter: Mary Fox Number of Transcript Pages for this hearing estimated: Motion to Consolidate Under 50
	HRSC	AJENKINS	Hearing Scheduled (Motion 05/04/2017 09:30 AM) Motion to Consolidate
		AJENKINS	Notice of Hearing
	ORDR	AJENKINS	Order Denying Motion to Shorten Time
4/21/2017	COMP	ALINARES	Amended Complaint
4/26/2017	HRSC	AJENKINS	Hearing Scheduled (Motion 05/18/2017 10:00 AM) Motion to Dismiss- Select Portfolio to send notice
4/27/2017		TCORONA	Filing: I1 - Initial Appearance by persons other than the plaintiff or petitioner Paid by: Taggart, Steven L. (attorney for Elabed, Mohannad Mohamed) Receipt number: 0020009 Dated: 4/28/2017 Amount: \$136.00 (Check) For: Elabed, Mohannad Mohamed (defendant)
	MEMO	ALINARES	Memorandum In Support of Objection To Motion To Dismiss
		ALINARES	Objection To Rule 12(b)(6) Motion To Dismiss
	NOAP	TCORONA	Defendant: Select Portfolio Servicing Notice Of Appearance Elijah M Watkins

Date	Code	User	Judge
4/27/2017		TCORONA	Filing: I1 - Initial Appearance by persons other than the plaintiff or petitioner Paid by: Watkins, Elijah M (attorney for Select Portfolio Servicing) Receipt number: 0020599 Dated: 5/2/2017 Amount: \$136.00 (Check) For: Select Portfolio Servicing (defendant)
	MOTN	TCORONA	Select Portfolio Servicing's Motion To Dismiss
	MEMO	TCORONA	Memorandum In Support Of Select Portfolio Servicing's Motion To Dismiss
	AFFD	TCORONA	Declaration Of Elijah M. Watkins In Support Of Defendant's Select Portfolio Servicing's Motion To Dismiss
	NOTH	TCORONA	Notice Of Hearing On Select Portfolio Servicing's Motion To Dismiss 05/18/17 @10:00 AM
4/28/2017	NOAP	TCORONA	Defendant: Elabed, Mohannad Mohamed Notice Of Appearance Steven L. Taggart
		TCORONA	Filing: I1 - Initial Appearance by persons other than the plaintiff or petitioner Paid by: Taggart, Steven L. (attorney for Elabed, Mohannad Mohamed) Receipt number: 0020009 Dated: 4/28/2017 Amount: \$136.00 (Check) For: Elabed, Mohannad Mohamed (defendant)
5/1/2017	MEMO	ALINARES	Memorandum In Support of Objection To Motion To Dismiss
		ALINARES	Objection To Rule 12 (b)(6) Motion To Dismiss
5/2/2017		ALINARES	Objection To Motion To Dismiss And Motion To Vacate
	AFFD	ALINARES	Affidavit of Robert K. Beck
	RESP	CPETERSON	Defendant's (Mohamed Elabed) Response to Objection to Motion to Dismiss and Motion to Vacate Filed by Plaintiff and Reply in Support of Motion to Dismiss Pursuant to I.R.C.P 12(b)(6) With Respect to Defendant Mohamed Elabed
5/4/2017	MINE	AJENKINS	Minute Entry Hearing type: Motion Hearing date: 5/4/2017 Time: 9:29 am Courtroom: Court reporter: Mary Fox Minutes Clerk: Andrea Jenkins Tape Number: 4 Party: Darin Bergeman, Attorney: Robert Beck Party: Mohannad Elabed, Attorney: Steven Taggart
	DCHH	AJENKINS	Hearing result for Motion scheduled on 05/04/2017 09:30 AM: District Court Hearing Held Court Reporter: Mary Ann Elliott Number of Transcript Pages for this hearing estimated: Motion to Consolidate Under 50

Date	Code	User	Judge
5/4/2017	RESP	AJENKINS	Defendant Select Portfolio Servicing's Response to Plaintiff's Objection To Motion to Dismiss and Motion to Vacate
5/5/2017	MOTN	TCORONA	Objection To Motion To Dismiss And Motion To Vacate
	AFFD	TCORONA	Affidavit Of Robert K. Beck
5/10/2017	MOTN	TCORONA	Plaintiff's Motion To Strike
	MEMO	TCORONA	Memorandum In Support Of Objection To Second Motion To Dismiss
	NOTH	TCORONA	Notice Of Hearing 05/18/17 @10:00 AM Motion to Strike
5/15/2017	MOTN	ALINARES	Motion To Strike
		ALINARES	Objection To Rule 12(b)(6) Motion To Dismiss
	MEMO	ALINARES	Memorandum In Support Of Objection To Second Motion To Dismiss
	NOTH	ALINARES	Notice Of Hearing - 5/18/17 at 10 am
5/17/2017		ALINARES	Defendant's Reply In Support of Select Portfolio Servicing's Motion To Dismiss (Select Portfolio Servicing)
5/18/2017	MINE	AJENKINS	Minute Entry Hearing type: Motion Hearing date: 5/18/2017 Time: 10:00 am Courtroom: Court reporter: Mary Fox Minutes Clerk: Andrea Jenkins Tape Number: 5
5/22/2017	DCHH	AJENKINS	Hearing result for Motion scheduled on 05/18/2017 10:00 AM: District Court Hearing Held Court Reporter: Mary Fox Number of Transcript Pages for this hearing estimated: Motion to Dismiss- Select Portfolio to send notice Under 50
6/5/2017	ORDR	ABARNES	Opinion and Order on Plaintiff's Motion to Consolidate
	ORDR	ABARNES	Opinion and Order on Defendant Elabed's Motion to Dismiss
	JDMT	ABARNES	Judgment of Dismissal against Defendants Select Portfolio Servicing and Mohamed Elabed
	CDIS	ABARNES	Civil Disposition entered for: Elabed, Mohannad Mohamed, Defendant; Select Portfolio Servicing, Defendant; Bergeman, Darin, Plaintiff. Filing date: 6/5/2017
6/7/2017		BJENNINGS	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Taggart, Steven Receipt number: 0026246 Dated: 6/7/2017 Amount: \$16.00 (Cash)

Date	Code	User		Judge
6/12/2017	MOTN	ALINARES	Plaintiff's Motion To Reconsider	Bruce L Pickett
7/13/2017		CPETERSON	Filing: L4 - Appeal, Civil appeal or cross-appeal to Supreme Court Paid by: Robert K Beck and Associates, PC Receipt number: 0032108 Dated: 7/13/2017 Amount: \$129.00 (Check) For: Bergeman, Darin (plaintiff)	Bruce L Pickett
		CPETERSON	Withdrawal of Motion to Reconsider	Bruce L Pickett
	APSC	CPETERSON	Notice of Appeal - Appealed To The Supreme Court	Bruce L Pickett
	BNDP	CPETERSON	Bond Posted - Cash (Receipt 32111 Dated 7/13/2017 for 100.00)	Bruce L Pickett
8/18/2017	APSC	ABIRCH	Appealed To The Supreme Court	Bruce L Pickett
	CERTAP	ABIRCH	Clerk's Certificate of Appeal	Bruce L Pickett
9/21/2017	JDMT	ABARNES	Judgment - Dismissed with Prejudice	Bruce L Pickett

Manhattan Plaza, NY, NY 10005. Chase Bank regularly conducted financial transactions within the State of Idaho. Plaintiff was informed and believes that Chase was the “Lender” and “Beneficiary” named in that certain Trustee’s Notice of Sale dated October 6, 2016.

3. Defendants Select Portfolio Servicing (hereafter referred to as “Select”), is a business entity with a principle place of business located at Salt Lake City, State of Utah. Select regularly does business within the State of Idaho. Plaintiff was informed and believes that Select is the entity which acted as a servicer on behalf of the alleged beneficiaries. As servicer, Select ordered the foreclosure sale of the property located at 1623 W 145 N, Idaho Falls, ID 83401 which occurred on or about February 23, 2017.

4. Defendant, Alliance Title Company (hereafter referred to as “Alliance Title”) is an Idaho Corporation engaged in the business of holding title to mortgages pursuant to a deed of trust and promissory note. By virtue of the above deed of trust, Alliance Title is often involved in pursuing non-judicial mortgage foreclosure proceedings in the State of Idaho. Alliance Title regularly conducts business within the State of Idaho. Attached hereto as Exhibits “B” and “C” are a copies of the Affidavit of Mailing of Trustee’s Notice of Sale and Trustee’s Notice of Sale dated October 6, 2016.

5. Defendant Silvercreek Realty Group (hereafter referred to as “Silvercreek Realty”) is apparently an Idaho Corporation engaged in the real estate business. Plaintiff believes that Silvercreek Realty, through its employees or agents, erroneously purchased the plaintiff’s property at a non-judicial foreclosure sale on or about February 23, 2017. Defendant Mohannad Elabed is an individual who is a real estate agent working through Silvercreek Realty.

6. Plaintiff believes that there are other defendants that he is unable to specifically identify herein at this time. As a result, plaintiff has listed other defendants pursued herein under the fictitious names of John Does 1 – 6. Plaintiff herein indicates his intent to amend this complaint to specifically name such defendants and enumerate their responsibility as soon as these defendants are ascertained. Each of said fictitiously named defendants herein are responsible in some manner for the wrongful acts as currently complained of herein.

7. The defendants, and each of them, at all relevant times herein, were and still are agents for one another, and are acting under the course and scope of their employment or agency thereof, with knowledge and consent of each other.

JURISDICTION AND VENUE

8. The transaction and events which are described in this complaint, for the most part, all occurred within the County of Bonneville, State of Idaho.

9. The physical address of the property identified herein is located at 1623 W 145 N, Idaho Falls, ID 83401. This property consists of a house and acreage and is also located within the County of Bonneville, State of Idaho.

GENERAL STATEMENT OF FACTS

10. The plaintiff as named herein is the sole heir and son of Karen Hansen. Since the death of his mother in 2006, the plaintiff has occupied and maintained the subject property as his residence, making numerous repairs and improvements both structurally and aesthetically.

11. Plaintiff took possession of the property as identified herein sometime in 2006. At that time, the plaintiff made arrangements to satisfy any and all claims filed against the property and continued to make payments on the mortgage. Sometime in July of 2015, the plaintiff was convicted of a probation violation and was remanded to serve time in a State of Idaho Correctional Facility in or near the city of Boise, Idaho. At that time, the plaintiff was unable to continue working at his current job and attempted to make arrangements so that his family and friends could assist him in maintaining his home at the above address and to make payments on his mortgage. Regardless of the mortgage that was obtained by Karen Hansen, the defendants herein accepted payments and credited those payments to the mortgage held by them from 2006 until sometime in the fall of 2016, an approximate period of 10 years.

12. As a result of the death of Karen Hansen, the plaintiff did not assume the mortgage. Therefore, it appears that the actual bills for the mortgage payment were mailed to the above address as identified herein. The name of the party responsible to pay the mortgage is listed as the Estate of Karen Hansen. Attached hereto as Exhibit "D" is a copy of the current mortgage statement. By virtue of this statement, the defendants do acknowledge that they were aware that the plaintiff (or his agents) were making the payments. These defendants accepted the payments made by the plaintiff (or his agents) until the fall of 2016 (as may be indicated in Exhibit "D").

13. Regardless of the payments made by the plaintiff herein, or his agents, the defendants began foreclosure proceedings in October of 2016. As a result of being incarcerated, the plaintiff has been unable to speak with the defendants as named herein or their agents. Therefore, the plaintiff appointed his father, Jerry Bergeman, to make arrangements to cure any default that might exist at the time the notice of foreclosure

was initiated in the fall of 2016. Attached hereto as Exhibit "E" is a copy of a power of attorney designating Jerry Bergeman as attorney in fact for Darin Bergeman. By virtue of the aforementioned power of attorney, Mr. Bergeman has made numerous efforts to speak with the defendants herein. Any and all timely attempts to make arrangements to cure any default has been totally ignored by the defendants at this time.

COUNT ONE

**CLAIM FOR MISREPRESENTATION AND/OR
NEGLIGENT SUPERVISION**

14. The plaintiff re-alleges all facts as stated in paragraphs 1 through 13 of the complaint herein.

15. When the plaintiff herein has made attempts to discuss curing the above alleged default of mortgage payments, the defendants have employed the numerous tactics and excuses in an intentional effort to proceed with the above mentioned foreclosure. These tactics and excuses include, but are not limited to, the following acts:

- a. Refusing to discuss the current status of the mortgage foreclosure with anyone other than the executor of the estate of Karen Hansen even though the executor's deed had been issued to the plaintiff herein.
- b. Refusing to discuss the current status of the mortgage foreclosure even when provided a copy of the abovementioned power of attorney designating Jerry Bergeman as an appropriate agent for the plaintiff herein.
- c. Indicating, after numerous phone calls from Jerry Bergeman, that the defendants would accept a certain payment, including penalties and interest, from the plaintiff. Then refusing to accept a payment in the approximate

amount of \$16,000.00 that was wired transferred to the defendants prior to the wrongful non-judicial foreclosure and sale conducted on February 23, 2017 in the Bonneville County Courthouse.

- d. Ignoring efforts by plaintiff's attorney to discuss the above payment and allowing the non-judicial foreclosure to proceed in spite of misrepresentations made by the defendants that the sale would be vacated.

16. Defendants have made numerous misrepresentations and have acted in a grossly negligent manner in that they provided no means for the plaintiff to resolve the issues as stated in the notice of trustee's sale.

COUNT TWO

**CLAIM FOR TRESSPASS, INTENTIONAL
INFLICTION OF EMOTIONAL DISTRESS AND NEGLIGENT
INFLICTION OF EMOTIONAL DISTRESS.**

17. The plaintiff re-alleges all facts as stated in paragraphs 1 through 16 of the complaint herein.

18. These defendants have engaged in a course of conduct that would constitute an intentional or negligent effort to take the real property of the plaintiff herein after receiving payments on the property from the plaintiff for a period of at least 10 years regardless of the payments made by Ms. Karen Hansen when she was alive. Furthermore, after knowingly engaging in an effort to conduct an invalid real estate foreclosure sale, these defendants appointed their agents, Silver Creek Realty and Mohannad Elabed to enter on the premises and to wrongfully evict the plaintiff and his current tenants thereon.

19. As a result, the plaintiff has suffered extreme emotional distress and continues to suffer the effect of this stress resulting in further emotional trauma and grief over the possible loss of his real and personal property.

COUNT FOUR

**CLAIM FOR ATTORNEY FEES AND OTHER
CAUSES OF ACTION**

20. The plaintiff re-alleges all facts as stated in paragraphs 1 through 19 of the complaint herein.

21. It has been necessary for plaintiff to retain the law firm Robert K. Beck & Associates, P.C. to prosecute this action.

22. Plaintiff is entitled to reasonable attorney fees pursuant to Federal and State law.

23. Plaintiff hereby states his intent to amend the Complaint to make any needed corrections or to add any additional claims. Plaintiff also states his intent to add a claim for punitive damages in compliance with Idaho Code §6-1604 following discovery and/or at trial, and the failure to specifically plead entitlement to punitive damages herein does not constitute a waiver of the right to do so by amendment at a later date.

24. Plaintiff believes he has suffered damages in excess of one-hundred – thousand dollars (\$100,000.00) not inclusive of attorney fees.

////

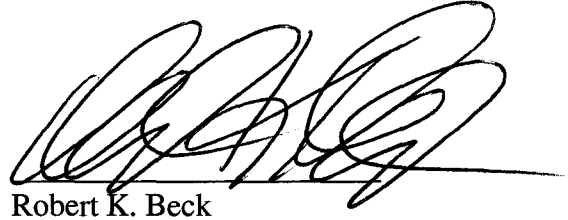
PRAYER FOR RELIEF

WHEREFORE, plaintiff prays for judgment in his favor and against the defendants, as follows:

1. As to all Counts: damages, special, general and consequential, in an amount to be determined at the trial of this action;
2. Reasonable attorney fees;
3. Costs of prosecuting and presenting the evidence of this case;
4. Interest;
5. For such other and further relief as the Court deems just and proper.

DATED this 9th day of March, 2017.

ROBERT K. BECK & ASSOCIATES, P.C.



Robert K. Beck

VERIFICATION

STATE OF IDAHO)
) :ss
COUNTY OF BONNEVILLE)

Jerry Bergeman, being first duly sworn upon oath, deposes and says:

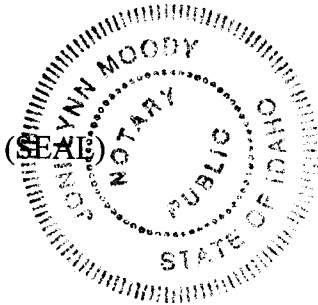
That he holds the power of attorney for the plaintiff in the above entitled action.

He is familiar with the facts of this case. He has read the complaint herein and testifies that same are true and accurate to the best of his knowledge.

Dated this 8 day of March, 2017.

Jerry Bergeman
Jerry Bergeman, POA for Darin Bergeman

SUBSCRIBED AND SWORN to before me this 8 day of March, 2017.



Lynn Moody
Notary Public for the State of Idaho
Residing at: Kesbury
My Commission Expires: 11-18-18

Instrument # 1411703

IDAHO FALLS, BONNEVILLE, IDAHO

3-9-2012 08:40:36 No. of Pages: 2

Recorded for : ROBERT BECK

RONALD LONGMORE

Fee: 13.00

Ex-Officio Recorder Deputy

Index to: DEED

JW

EXECUTOR'S DEED

THIS INDENTURE, made this 7 day of March, 2012 between Donald K. Hansen, named as Executor of the Estate of Karen B. Hansen in the last will and testament of Karen B. Hansen (also designated by Karen B. Hansen as holding a power of appointment), hereafter referred to as "Seller," and Darin Bergeman, the son of Karen B. Hansen, of the County of Bonneville, State of Idaho, hereinafter referred to as "Buyer."

WITNESSETH, that the Buyer, paid in hand consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America and other valuable consideration to the Seller, the receipt whereof which is hereby acknowledged, the Seller does by these presents grant, bargain, sell and convey unto the said Buyer, and to Buyer's heirs and assigns, forever, all the following described real estate, situated in the County of Bonneville, State of Idaho to wit:

Commencing at a point on the North line of Lot Six (6) in Section Two (2), Township Three (3) North, Range Thirty-Seven (37), E.B.M. 622, feet West of the Northeast Corner of said Lot Six (6); thence South 100 feet; thence West 200 feet; more or less, to the East Bank of the Snake River; thence Northwesterly along the East Bank of said Snake River to the North line of Lot Six (6); thence East 210 feet, more or less, to the point of beginning.

Also: Township 3 North, Range 37, E.B.M., Section 2, Lot 8.

Beginning at a point on the original meander line located approximately 480 feet Southeasterly of the original meander corner of Sections 2 and 35 (for the left bank); thence South approximately 265 feet; thence West approximately 145 feet to the left bank of the river; thence southeasterly along the left bank of the river for approximately 670 feet to intersection with original meander line at original meander corner of Sections 1 and 2; thence Northwesterly along original meander line for approximately 680 feet to the point of beginning.

Also: Township 3 North, Range 37 E.B.M., Section 2, Lot 8,

Beginning at a point on the original meander line located approximately 140 feet Southeasterly of the original meander line, thence southeasterly approximately 130 feet; thence South approximately 400 feet to the left

ORIGINAL

EXHIBIT

A

bank of the river; thence Northerly along left bank to a point approximately 100 feet South of its intersection with the North Boundary of the township; thence East approximately 100 feet to the point of beginning.

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

TO HAVE AND TO HOLD, all and singular, the said premises, together with the tenements, hereditaments and appurtenances thereunto belonging, unto the said Buyers, their heirs or successors and assigns forever. Seller does hereby covenant to and with Buyer that he is the owner in fee simple of said premises and that Seller will warrant and defend the same from all lawful claims whatsoever. In construing this Deed and where the context so requires, the singular includes the plural and the masculine, the feminine and neuter.

IN WITNESS WHEREOF, the said Seller has hereunto set his hands and seals the day and year first above written.

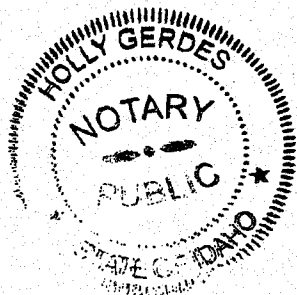
Dated this 7 day of March 2012.

By: Donald K. Hansen
Donald K. Hansen

STATE OF IDAHO)
) ss.
County of BONNEVILLE)

On this 7 day of March, 2012, before me, the undersigned, a Notary public in and for the State of Idaho, personally appeared Donald K. Hansen known to me, or proved to me upon satisfactory evidence, to be the person that executed the foregoing instrument, and that he was authorized to execute the same.

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



Holly Gerdes
Notary Public for Idaho
Residing at Blackfoot, Idaho
My commission expires March 13, 2015

Instrument # 1542778
IDAHO FALLS, BONNEVILLE, IDAHO
2016-12-30 03:27:21 PM No. of Pages: 11
Recorded for: ROBINSON TAIT, P.S.
PENNY MANNING Fee: \$40.00
EX-Officio Recorder Deputy DWoolf
Index To: AFFIDAVIT OF SERVICE BY M
Electronically Recorded by Simplifile

When recorded return to:
Robinson Tait, P.S.
901 Fifth Avenue, Suite 400
Seattle, WA 98164

TS # 60243-00190-NJ-ID

AFFIDAVIT OF MAILING OF TRUSTEE'S NOTICE OF SALE

STATE OF WASHINGTON
COUNTY OF KING

I, Bobby Cowin, being first duly sworn, depose, say and certify that:

At all times hereinafter mentioned I was and now am a resident of the State of Washington, a competent person over the age of eighteen years, and not the Beneficiary or its successor in interest named in the attached original or copy of Trustee's Notice of Sale given under the terms of that certain Trust Deed described in said notice.

The Trustee's Notice of Sale, together with a copy of the recorded Notice of Default for the real property described in the attached Trustee's Notice of Sale was sent by mailing a copy thereof by certified mail, return receipt requested and first class mail to each of the following named persons at their last known address, to-wit:

Darin Bergeman
1623 W 145th N
Idaho Falls, ID 83401

ESTATE OF KAREN HANSEN
1623 West 145 North
IDAHO FALLS, ID 83401

Donald K. Hansen
Executor of the Estate of Karen B. Hansen, aka Karen B. Powers
1623 W 145th N
Idaho Falls, ID 83401

Spouse of Darin Bergeman
1623 W 145th N
Idaho Falls, ID 83401

The Trustee's Notice of Sale for the real property described in the attached Trustee's Notice of Sale was sent by mailing a copy thereof by certified mail, return receipt requested and first class mail to each of the following named persons at their last known address, to-wit:

Occupants
1623 West 145 North
IDAHO FALLS, ID 83401

State of Idaho
Health & Welfare Dept.
Child Support Division
P.O. Box 83720
Boise, ID 83720-0036

EXHIBIT B

The Heirs and Devisees of Karen B. Hansen, aka Karen B. Powers
1623 W 145th N
Idaho Falls, ID 83401

Said person(s) including the Grantor(s) in the Trust Deed, any successor in interest to the Grantor(s) whose interest appears of record or of whose interest the Trustee or Beneficiary has actual notice, and any persons requesting notice per I.C. 45-4511, and all junior lien holders.

Each of the notices mailed was a true copy of the original Trustee's Notice of Sale by Robinson Tait, P.S., the Trustee named in said notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States mail in Seattle, Washington on OCT 7, 2014.

DATED: October 21^{BE}, 2016

By: [Signature]
Title: File Clerk
Robinson Tait, P.S.

State of Washington)
County of King)

I certify that I know or have satisfactory evidence that Bobby Erwin is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the authorized signatory of Robinson Tait, P.S. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and seal of office this 21 day of October, 2016 by Bobby Erwin



[Signature]
NOTARY PUBLIC in and for the State of Washington,
residing at Seattle County of King

Keller Higbee
(printed or typed name)

My appointment expires 10/19/19

NOTICE REQUIRED BY IDAHO LAW

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.

TRUSTEE'S NOTICE OF SALE

TS No.: 60243-00190-NJ-ID

Reference is made to that certain trust deed made by Karen Hansen, an unmarried person, as grantor, to Susan J. Robinson, Idaho Attorney as trustee, in favor of WMC Mortgage Corp as beneficiary, dated October 28, 1998, recorded November 2, 1998, in the mortgage records of Bonneville County, Idaho, as Document No. 981112, and assigned to U.S. Bank National Association, as indenture trustee, for the CIM 2015-1EC Trust, Mortgage-Backed Notes, Series 2015-1EC by assignment recorded on May 12, 2016 in the records of Bonneville County, Idaho, as Document No. 1524257, covering the following described real property situated in said county and state, to wit:

COMMENCING AT A POINT ON THE NORTH LINE OF LOT SIX (6) IN SECTION TWO (2), TOWNSHIP THREE (3) NORTH, RANGE THIRTY-SEVEN (37), E.B.M. 622 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT SIX (6); THENCE SOUTH 100 FEET; THENCE WEST 200 FEET, MORE OR LESS, TO THE EAST BANK OF THE SNAKE RIVER; THENCE NORTHWESTERLY ALONG THE EAST BANK OF SAID SNAKE RIVER TO THE NORTH LINE OF LOT SIX (6); THENCE EAST 210 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO: TOWNSHIP 3 NORTH, RANGE 37, E.B.M., SECTION 2, LOT 8.

BEGINNING AT A POINT ON THE ORIGINAL MEANDER LINE LOCATED APPROXIMATELY 480 FEET SOUTHEASTERLY OF THE ORIGINAL MEANDER CORNER OF SECTIONS 2 AND 35 (FOR THE LEFT BANK); THENCE SOUTH APPROXIMATELY 265 FEET; THENCE WEST APPROXIMATELY 145 FEET TO THE LEFT BANK OF THE RIVER; THENCE SOUTHEASTERLY ALONG THE LEFT BANK OF THE RIVER FOR

APPROXIMATELY 670 FEET TO INTERSECTION WITH ORIGINAL MEANDER LINE AT ORIGINAL MEANDER CORNER OF SECTIONS 1 AND 2; THENCE NORTHWESTERLY ALONG ORIGINAL MEANDER LINE FOR APPROXIMATELY 680 FEET TO THE POINT OF BEGINNING.

ALSO: TOWNSHIP 3 NORTH, RANGE 37 E.B.M., SECTION 2, LOT 8,

BEGINNING AT A POINT ON THE ORIGINAL MEANDER LINE LOCATED APPROXIMATELY 140 FEET SOUTHEASTERLY OF THE ORIGINAL MEANDER LINE, THENCE SOUTHEASTERLY APPROXIMATELY 130 FEET; THENCE SOUTH APPROXIMATELY 400 FEET TO THE LEFT BANK OF THE RIVER; THENCE NORTHERLY ALONG LEFT BANK TO A POINT APPROXIMATELY 100 FEET SOUTH OF ITS INTERSECTION WITH THE NORTH BOUNDARY OF THE TOWNSHIP, THENCE EAST APPROXIMATELY 100 FEET TO THE POINT OF BEGINNING.

PROPERTY ADDRESS: 1623 West 145 North, IDAHO FALLS, ID 83401

EXHIBIT C

There is a default by the grantor or other person owing an obligation or by their successor in interest, the performance of which is secured by said trust deed, or by their successor in interest, with respect to provisions therein which authorize sale in the event of default of such provision. The default for which foreclosure is made is grantors' failure to pay when due the following sums: monthly payments beginning February 1, 2015 through October 31, 2016 in the amount of \$11,869.23; plus late charges in the amount of \$221.34; plus other fees and costs in the amount of \$1,061.38; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following, to wit: \$30,942.62 with interest thereon at the rate of 9.99000 percent per annum beginning January 1, 2015 in the amount of \$5,486.81; plus escrow balance of \$10,493.22; plus other fees and costs in the amount of \$691.51; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described property and its interest therein; and prepayment penalties/premiums, if applicable.

WHEREFORE, notice is hereby given that the undersigned trustee will on February 23, 2017, at the hour of 01:00 PM, at Lobby of Law Enforcement Building, 605 N Capital Ave, Idaho Falls, ID 83402, in the City of Idaho Falls, County of Bonneville, State of Idaho, sell at public auction to the highest bidder for cash the interest in the real property described above, which the grantor had or had power to convey at the time of the execution by grantor of the trust deed together with any interest which the grantor or grantor's successors in interest acquired after the execution of the trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of the sale, including reasonable charges by the trustee.

In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by the trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

DATED: October 6, 2016


 Printed Name: Craig Peterson
 ISB # 9434
 Robinson Tait, P.S.
 901 Fifth Avenue, Suite 400
 Seattle, WA 98164

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE RECEIVED A DISCHARGE OF THE DEBT REFERENCED HEREIN IN A BANKRUPTCY PROCEEDING, THIS LETTER IS NOT AN ATTEMPT TO

Instrument # 1534786
 IDAHO FALLS, BONNEVILLE, IDAHO
 2016-09-19 11:03:59 AM No. of Pages: 3
 Recorded for: ROBINSON TAIT, P.S.
 PENNY MANNING Fee: \$16.00
 Ex-Officio Recorder Deputy DWoolf
 Index To: NOTICE OF DEFAULT
 Electronically Recorded by Simplifile

After recording return to:
 Robinson Tait, P.S.
 901 Fifth Avenue, Suite 400
 Seattle, WA 98164

TS No.: 60243-00190-NJ-ID

NOTICE OF DEFAULT

Reference is made to that certain trust deed made by Karen Hansen, an unmarried person, as grantor, to Susan J. Robinson, Idaho Attorney as trustee, in favor of WMC Mortgage Corp as beneficiary, dated October 28, 1998, recorded November 2, 1998, in the mortgage records of Bonneville County, Idaho, as Document No. 981112, and assigned to U.S. Bank National Association, as indenture trustee, for the CIM 2015-IEC Trust, Mortgage-Backed Notes, Series 2015-IEC by assignment recorded on May 12, 2016 in the records of Bonneville County, Idaho, as Document No. 1524257, covering the following described real property situated in said county and state, to wit:

COMMENCING AT A POINT ON THE NORTH LINE OF LOT SIX (6) IN SECTION TWO (2), TOWNSHIP THREE (3) NORTH, RANGE THIRTY-SEVEN (37), E.B.M. 622 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT SIX (6); THENCE SOUTH 100 FEET; THENCE WEST 200 FEET, MORE OR LESS, TO THE EAST BANK OF THE SNAKE RIVER; THENCE NORTHWESTERLY ALONG THE EAST BANK OF SAID SNAKE RIVER TO THE NORTH LINE OF LOT SIX (6); THENCE EAST 210 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO: TOWNSHIP 3 NORTH, RANGE 37, E.B.M., SECTION 2, LOT 8.

BEGINNING AT A POINT ON THE ORIGINAL MEANDER LINE LOCATED APPROXIMATELY 480 FEET SOUTHEASTERLY OF THE ORIGINAL MEANDER CORNER OF SECTIONS 2 AND 35 (FOR THE LEFT BANK); THENCE SOUTH APPROXIMATELY 265 FEET; THENCE WEST APPROXIMATELY 145 FEET TO THE LEFT BANK OF THE RIVER; THENCE SOUTHEASTERLY ALONG THE LEFT BANK OF THE RIVER FOR

APPROXIMATELY 670 FEET TO INTERSECTION WITH ORIGINAL MEANDER LINE AT ORIGINAL MEANDER CORNER OF SECTIONS 1 AND 2; THENCE NORTHWESTERLY ALONG ORIGINAL MEANDER LINE FOR APPROXIMATELY 680 FEET TO THE POINT OF BEGINNING.

ALSO: TOWNSHIP 3 NORTH, RANGE 37 E.B.M., SECTION 2, LOT 8.

BEGINNING AT A POINT ON THE ORIGINAL MEANDER LINE LOCATED APPROXIMATELY 140 FEET SOUTHEASTERLY OF THE ORIGINAL MEANDER LINE, THENCE SOUTHEASTERLY APPROXIMATELY 130 FEET; THENCE SOUTH APPROXIMATELY 400 FEET TO THE LEFT BANK OF THE RIVER; THENCE NORTHERLY ALONG LEFT BANK TO A POINT APPROXIMATELY 100 FEET SOUTH OF ITS

1534786

1542778

INTERSECTION WITH THE NORTH BOUNDARY OF THE TOWNSHIP, THENCE EAST APPROXIMATELY 100 FEET TO THE POINT OF BEGINNING.

PROPERTY ADDRESS: 1623 West 145 North, IDAHO FALLS, ID 83401

The current trustee is Craig Peterson, a member of the Idaho state bar, of Robinson Tait, P.S., 901 Fifth Avenue, Suite 400, Seattle, WA 98164, telephone number (206) 676-9640 or toll free at 1 (855) 676-9640.

There is a default by the grantor or other person owing an obligation or by their successor in interest, the performance of which is secured by said trust deed, or by their successor in interest, with respect to provisions therein which authorize sale in the event of default of such provision. The default for which foreclosure is made is grantors' failure to pay when due the following sums: monthly payments beginning February 1, 2015 through September 26, 2016 in the amount of \$11, 278.02; plus late charges in the amount of \$221.34; plus other fees and costs in the amount of \$1,047.38; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following, to wit: \$30,942.62 with interest thereon at the rate of 9.99000 percent per annum beginning January 1, 2015 in the amount of \$5,205.98; plus escrow balance of \$10,382.55; plus other fees and costs in the amount of \$676.61; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described property and its interest therein; and prepayment penalties/premiums, if applicable.

Notice is hereby given that the beneficiary and trustee, by reason of said default, have elected and do hereby elect to foreclose the trust deed by advertisement and sale pursuant to I.C. 45-1502 to 45-1515, and to cause to be sold at public auction to the highest bidder for cash the interest in the described property which the grantor had, or had the power to convey, at the time grantor executed the trust deed, together with any interest the grantor or grantor's successors in interest acquired after the execution of the trust deed, to satisfy the obligations secured by the trust deed and the expenses of the sale, including the compensations of the trustee as provided by law, and reasonable fees of trustee's attorneys.

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In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals.

DATE: September 16, 2016

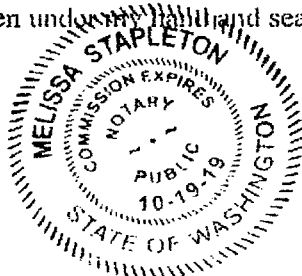
Craig Peterson

Printed Name: Craig Peterson, ISB #9434
Robinson Tait, P.S.
Trustee

State of Washington)
County of King)

On this day personally appeared before me Craig Peterson, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 16 day of September, 2016



Melissa Stapleton
NOTARY PUBLIC in and for the State of Washington,
residing at Kent County of King

Melissa Stapleton
(printed or typed name)

My appointment expires 10/19/19

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE RECEIVED A DISCHARGE OF THE DEBT REFERENCED HEREIN IN A BANKRUPTCY PROCEEDING, THIS LETTER IS NOT AN ATTEMPT TO IMPOSE PERSONAL LIABILITY UPON YOU FOR PAYMENT OF THAT DEBT. IN THE EVENT YOU HAVE RECEIVED A BANKRUPTCY DISCHARGE, ANY ACTION TO ENFORCE THE DEBT WILL BE TAKEN AGAINST THE PROPERTY ONLY.

Affidavit of Posting and/or Service

**IN THE COURT OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF BONNEVILLE**

Case Number: 60243-00190-NJ-ID Court Date: 2/23/2017 1:00 pm

Beneficiary:
**SUSAN J ROBINSON IDAHO ATTORNEY AS
TRUSTEE IN FAVOR OF WMC MORTGAGE
CORP,**

Service Documents:
NOTICE OF TRUSTEE'S SALE; NOTICE
OF DEFAULT; NOTICE REQUIRED BY
IDAHO LAW

vs.

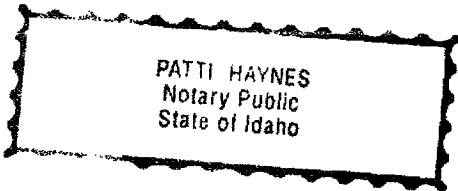
Grantor:
KAREN HANSEN AN UNMARRIED PERSON,

Received by Robinson Tait, PS on the 24th day of October, 2016 at 5:14 pm to be served on **KAREN HANSEN AND ALL OTHER OCCUPANTS, 1623 WEST 145 NORTH, IDAHO FALLS, ID 83401.**

I, Kathy Cook, being duly sworn, depose and say that on the **12th day of November, 2016 at 3:20 pm, I:**

POSTED by attaching a true copy of the **NOTICE OF TRUSTEE'S SALE; NOTICE OF DEFAULT; NOTICE REQUIRED BY IDAHO LAW** with the date and hour of service endorsed thereon by me, to a conspicuous place on the property of the within named person's **RESIDENCE** at the address of: **1623 WEST 145 NORTH, IDAHO FALLS, ID 83401** after first attempting service. The first posting was on **10/27/2016 at 5:38 pm** and a second posting on **11/4/2016 at 4:55 pm** and a third posting on **11/12/2016 at 3:20 pm**. This residence is **POSSIBLY VACANT**.

I certify that I am over the age of 18, have no interest in the above action, and am a Certified Process Server, in good standing, in the judicial circuit in which the process was served.



Subscribed and Sworn to before me on the 17th day of November, 2016 by the affiant who is personally known to me.

Patti Haynes
Notary Public

Idaho Falls
Residing In

10 July 2019
Commission Expires

Kathy Cook
Kathy Cook
Process Server

Robinson Tait, PS
901 Fifth Avenue
Suite 400
Seattle, WA 98164
(206) 876-3261

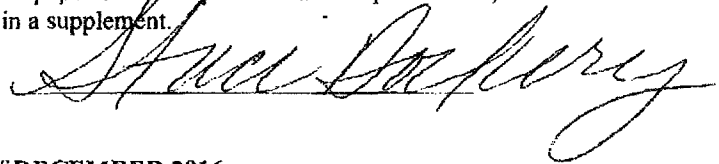
Our Job Serial Number: CCA-2016004761
Ref: 14-60243-00036

Proof of Publication The Post Register

State of Idaho
County of Bonneville


I, ~~Dawn Giannini~~, or Staci Dockery first being duly sworn, depose and say: That I am the ~~Classified Manager~~, or Legal Notice Representative of The Post Company, a corporation of Idaho Falls, Bonneville County, Idaho, publishers of The Post Register, a newspaper of general circulation, published 6 days, Tuesday-Sunday, at Idaho Falls, Idaho; said Post Register being a consolidation of the Idaho Falls Times, established in the year 1890, The Idaho Register, established in the year 1880 and the Idaho Falls Post, established in 1903, such consolidation being made on the First day of November, 1931, and each of said newspapers have been published continuously and uninterruptedly, prior to consolidation, for more than twelve consecutive months and said Post Register having been published continuously and uninterruptedly from the date of such consolidation, up to and including the last publication of notice hereinafter referred to.

That the notice, of which a copy is hereto attached and made a part of this affidavit, was published in said Post Register for 4 consecutive (days) weeks, first publication having been made on the 26th day of **NOVEMBER 2016** last publication having been made on the 17th day of **DECEMBER 2016**, and that the said notice was published in the regular and entire issue of said paper on the respective dates of publication, and that such notice was published in the newspaper and not in a supplement.



Subscribed and sworn to before me, this 17th day of **DECEMBER 2016**




Notary Public
My commission expires: 7/28/2022

attached jurat

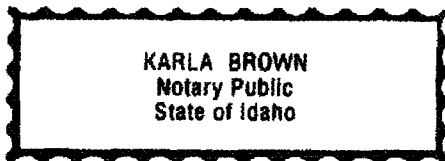
STATE OF IDAHO

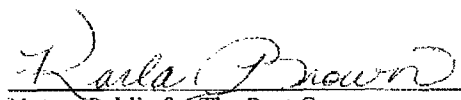
ss.

COUNTY OF BONNEVILLE

On this 17th day of **DECEMBER 2016**, before me, the undersigned, a Notary public for said state, personally appeared ~~Dawn Giannini~~ or Staci Dockery, known or identified to me to be the person(s) whose name(s) is/are 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/she/they executed the same,

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




Notary Public for The Post Company
Residing: Idaho Falls, Idaho
Commission expires: 7/28/2022

EAST CORNER OF SAID LOT SIX (6); THENCE SOUTH 100 FEET; THENCE WEST 200 FEET, MORE OR LESS, TO THE EAST BANK OF THE SNAKE RIVER; THENCE NORTHWESTERLY ALONG THE EAST BANK OF SAID SNAKE RIVER TO THE NORTH LINE OF LOT SIX (6); THENCE EAST 210 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO: TOWNSHIP 3 NORTH, RANGE 37, E.B.M., SECTION 2, LOT 8.

BEGINNING AT A POINT ON THE ORIGINAL MEANDER LINE LOCATED APPROXIMATELY 480 FEET SOUTHEASTERLY OF THE ORIGINAL MEANDER CORNER OF SECTIONS 2 AND 35 (FOR THE LEFT BANK); THENCE SOUTH APPROXIMATELY 265 FEET; THENCE WEST APPROXIMATELY 145 FEET TO THE LEFT BANK OF THE RIVER; THENCE SOUTHEASTERLY ALONG THE LEFT BANK OF THE RIVER FOR

APPROXIMATELY 670 FEET TO INTERSECTION WITH ORIGINAL MEANDER LINE AT ORIGINAL MEANDER CORNER OF SECTIONS 1 AND 2; THENCE NORTHWESTERLY ALONG ORIGINAL MEANDER LINE FOR APPROXIMATELY 680 FEET TO THE POINT OF BEGINNING.

ALSO: TOWNSHIP 3 NORTH, RANGE 37, E.B.M., SECTION 2, LOT 8.

BEGINNING AT A POINT ON THE ORIGINAL MEANDER LINE LOCATED APPROXIMATELY 140 FEET SOUTHEASTERLY OF THE ORIGINAL MEANDER LINE, THENCE SOUTHEASTERLY APPROXIMATELY 130 FEET; THENCE SOUTH APPROXIMATELY 400 FEET TO THE LEFT BANK OF THE RIVER; THENCE NORTHERLY ALONG LEFT BANK TO A POINT APPROXIMATELY 100 FEET SOUTH OF ITS INTERSECTION WITH THE NORTH BOUNDARY OF THE TOWNSHIP, THENCE EAST APPROXIMATELY 100 FEET TO THE POINT OF BEGINNING.

PROPERTY ADDRESS: 1623 West 145 North, IDAHO FALLS, ID 83401

There is a default by the grantor or other person owing an obligation or by their successor in interest, the performance of which is secured by said trust deed, or by their successor in interest, with respect to provisions therein which authorize sale in the event of default of such provision. The default for which foreclosure is made is grantors' failure to pay when due the following sums: monthly payments beginning February 1, 2015 through October 31, 2016 in the amount of \$11,869.23; plus late charges in the amount of \$221.34; plus other fees and costs in the amount of \$1,051.38; together

with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following, to wit: \$30,942.62 with interest thereon at the rate of 9.99000 percent per annum beginning January 1, 2015 in the amount of \$5,486.81; plus escrow balance of \$10,493.22; plus other fees and costs in the amount of \$691.51; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described property and its interest therein; and prepayment penalties/premiums, if applicable.

WHEREFORE, notice is hereby given that the undersigned trustee will on February 23, 2017, at the hour of 01:00 PM, at Lobby of Law Enforcement Building, 605 N Capital Ave, Idaho Falls, ID 83402, in the City of Idaho Falls, County of Bonneville, State of Idaho, sell at public auction to the highest bidder for cash the interest in the real property described above, which the grantor had or had power to convey at the time of the execution by grantor of the trust deed together with any interest which the grantor or grantor's successors in interest acquired after the execution of the trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of the sale, including reasonable charges by the trustee.

In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by the trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Robinson Tait, P.S.
901 Fifth Avenue, Suite 400
Seattle, WA 98104

Published: November 26, December 3, 10, and 17, 2016. (4901)

TRUSTEE'S NOTICE OF SALE

TS No.: 60243-00190-NL-ID

Reference is made to that certain trust deed made by Karen Hansen, an unmarried person, as grantor, to Susan J. Robinson, Idaho Attorney as trustee, in favor of WMC Mortgage Corp as beneficiary, dated October 28, 1998, recorded November 2, 1998, in the mortgage records of Bonneville County, Idaho, as Document No. 981112, and assigned to U.S. Bank National Association, as indenture trustee, for the CIM 2015-1EC Trust, Mortgage-Backed Notes, Series 2015-1EC by assignment recorded on May 12, 2016 in the records of Bonneville County, Idaho, as Document No. 1524257, covering the following described real property situated in said county and state, to wit:

COMMENCING AT A POINT ON THE NORTH LINE OF LOT SIX (6) IN SECTION TWO (2), TOWNSHIP THREE (3) NORTH, RANGE THIRTY-SEVEN (37), E.B.M. 622 FEET WEST OF THE NORTH-

RECEIVED
DEC 27 2016

BY: _____

NOTICE OF SALE
PUBLIC AUCTION
FEBRUARY 23, 2017
1:00 PM

Customer Service: (800) 258-8602
Monday - Thursday 8:00AM - 11:00PM ET
Friday 8:00AM - 9:00PM ET
Saturday 8:00AM - 2:00PM ET

For other important information, see reverse side

Estate Of Karen Hansen
1623 W 145 N
Idaho Falls, ID 83401-5151

16544



Account Information	
Interest Bearing Principal	\$30,942.62
Deferred Principal	\$0.00
Outstanding Principal ¹	\$30,942.62
Interest Rate (Until May 2017)	9.990%
Prepayment Penalty	No

Account Number	7002504590
Property Address	1623 W 145 NORTH IDAHO FALLS ID 83401 5151
Loan Due Date	02/01/2015 ⁴
Payment Due Date	03/01/2017
Amount Due	\$17,932.87
<i>If payment is received after 03/16/2017, \$17.23 late fee will be charged.</i>	

Explanation of Amount Due	
Principal	\$107.08
Interest	\$ 237.55
Escrow (Taxes and Insurance)	\$107.75
Regular Monthly Payment	\$452.38
Unpaid Late Charges	\$221.34
Other Charges and Fees	\$2,433.84
Charges / Fees this Period	\$682.07
Past Due Payment(s)	\$14,825.31
Unapplied Payment(s)	\$0.00
Total Amount Due	\$17,932.87

Transaction Activity (01/14/2017 to 02/15/2017)									
Date	Description	Principal Balance	Interest	Taxes & Insurance	Late Charges	Other Fees	Expenses Pd by Servicer	Total ¹	
01/14	BEG BALANCE	\$30,942.62	\$6,208.04	\$10,935.90	\$221.34	\$8.17	\$1,743.80	\$50,059.87	
01/26	PROP INSPECTION	0.00	0.00	0.00	0.00	0.00	15.00	15.00	
01/26	FC COSTS	0.00	0.00	0.00	0.00	0.00	667.07	667.07	
02/14	HAZARD INS	0.00	0.00	110.67	0.00	0.00	0.00	110.67	
02/15	ENDING BALANCE	\$30,942.62	\$6,208.04	\$11,046.57	\$221.34	\$8.17	\$2,425.67	\$50,852.41	

Past Payments Breakdown		
	Paid Last Month	Paid Year To Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and Insurance)	\$0.00	\$0.00
Fees and Other Charges	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	
Total	\$0.00	\$0.00
Total Unapplied Balance	\$0.00	

Important Messages

¹ This amount is not a payoff quote. If you want a payoff quote, please see instructions on reverse side.

Any transactions that occurred after the statement date noted above will be reflected on your next statement.

This is an attempt to collect a debt. All information obtained will be used for that purpose.

We have paid Taxes and/ or Insurance on your behalf and you are responsible to reimburse us for these amounts plus interest which may be billed at the note rate.

If there is a balance under Expenses Paid by Servicer, it means we have paid certain expenses on your behalf due to the delinquent status of your account. You are responsible to reimburse us for these amounts plus interest, which may be billed at the note rate.

****Delinquency Notice****

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure -- the loss of your home.

As of February 15, you are 745 days delinquent on your mortgage loan.

- * Payment due 02/2017: Unpaid payment of \$591.22.
- * Payment due 01/2017: Unpaid payment of \$591.22.
- * Payment due 12/2016: Unpaid payment of \$591.22.
- * Payment due 11/2016: Unpaid payment of \$591.21.
- * Payment due 10/2016: Unpaid payment of \$591.21.
- * Payment due 09/2016: Unpaid payment of \$591.21.

Total: \$17,932.87 due. You must pay this amount to bring your loan current.

SPS has completed the first notice or filing required to start a foreclosure.

If You Are Experiencing Financial Difficulty: See the back for information about mortgage counseling or assistance. Also, there are a number of options available to assist customers who are experiencing difficulty with their payments. Please contact us immediately to discuss these options, arrange a reinstatement or address any questions regarding the statement at (888) 818-6032.

EXHIBIT D

Important Mailing Address.

Please include your account number on all correspondence

Regular Payments Select Portfolio Servicing, Inc. Attn: Remittance Processing P.O. Box 65450 Salt Lake City, UT 84165	Overnight/Express Payments Select Portfolio Servicing, Inc. Attn: Cashiering Dept. 3217 S. Decker Lake Dr. Salt Lake City, UT 84119	Notice of Error or Information Request or Qualified Written Request Select Portfolio Servicing, Inc. P.O. Box 65277 Salt Lake City, UT 84165 Fax: (801) 270-7856	General Correspondence Select Portfolio Servicing, Inc. P.O. Box 65250 Salt Lake City, UT 84165	Check by Phone (800) 258-8602 Option 1	Bankruptcy Correspondence & Notices must be sent to: Select Portfolio Servicing, Inc. Attn: Bankruptcy Dept. P.O. Box 65250 Salt Lake City, UT 84165
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PAYMENT INSTRUCTIONS Paying your mortgage on time is an important obligation, so please pay on or before the payment due date. Payments are not considered paid until received and posted to your account. Please include the late charge in any payment made after the late payment due date noted on your statement. Postal delays do not result in a waiver of late charges, so please allow adequate time for mail service. If you don't pay on or before 3 p.m. MT on the payment due date, your loan will be considered delinquent. (NOTE: If you are currently sending all or part of your payment to the bankruptcy trustee, please disregard the Select Portfolio Servicing, Inc. payment address for that portion you are sending to the trustee.) We do not accept payments in cash.

APPLICATION OF PAYMENTS If you are current in making your payments, we will apply payments according to your Note. If you are delinquent, we apply payments to the oldest outstanding payments that are due under your Note.

LOAN REPRESENTATIVES If you would like to speak to someone about making a payment or payment arrangements, please call one of our loan representatives at (800) 258-8602 (Monday - Thursday, 8 a.m. - 11 p.m. ET; Friday, 8 a.m. - 9 p.m., ET; Saturday, 8 a.m. - 2 p.m. ET).

AUTOMATED CONVERSION OF YOUR CHECKS TO ACH DEBIT ENTRIES AND RETURNED CHECKS OR DEBITS When you provide us a check, you authorize us to use the information from your check to make a one time Electronic Funds Transfer from your bank account. When we use your check to make an Electronic Funds Transfer, funds may be withdrawn from your account quickly, as soon as the day we receive your check. You will not receive your check back from your financial institution. If there are insufficient funds in your account we will reverse the amount of any such returned payment that we had credited to your mortgage. You authorize us to charge you a fee of up to twenty-five dollars (\$25.00) as allowable by state law.

CREDIT REPORTING SPS furnishes information to consumer reporting agencies. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your Note and Mortgage. If you believe such information is inaccurate, you may call Customer Service at (800) 258-8602, submit a written Notice of Error to the P.O. Box listed above, or submit a dispute with the consumer reporting agency.

NOTICE OF ERROR OR INFORMATION REQUEST OR QUALIFIED WRITTEN REQUEST If you believe there has been an error with the account or you require additional information, you may send a written Notice of Error or Information Request. All Notices of Error or Information Requests must be sent to the address listed above in the important mailing addresses section, as this is our exclusive address under Federal Law for these matters. If you send your correspondence to any other address, it may not be processed in accordance with Federal Law.

HUD APPROVED HOUSING COUNSELORS The US Department of Housing and Urban Development (HUD) sponsors approved housing counseling agencies that provide free counseling services to citizens. Counselors can help you assess your financial situation and determine what options are available to you. To find a HUD approved counselor near you, call (800) 569-4287 or visit the HUD website at www.hud.gov/local/index.cfm. You may also be eligible for assistance from the Homeownership Preservation Foundation, which you may reach at (888) 995-HOPE (4673). SPS also works with housing counselors through Hope LoanPort® (www.hopeloanportal.org), and with customers through Homeowner Connect™ (www.homeownerconnect.org).

SPECIAL REQUEST AND ADDITIONAL FEES

Check by Phone or Website (EZPay)	Up to \$15.00
Returned Check Fee	Up to \$25.00
Express Mail Fee	Actual Charge Incurred

This fee schedule does not contain all fees that may be charged for services rendered. The actual fee charged to a particular customer may be different based upon certain requirements under state law, agency guidelines (e.g., FHA, VA) or other relevant criteria.

LOAN PAYOFFS Payoff information may be requested verbally by calling the Customer Service toll free number printed on this statement, by faxing your requests to (801) 269-4269 or by mailing your request to: P.O. Box 65250, Salt Lake City, UT 84165-0250. If you do not receive your payoff quote within 5 business days of placing your request, please call our Customer Service Department.

HOME OWNER INSURANCE You are required to maintain Homeowners Insurance (and if required, Flood Insurance), at all times during the term of your Mortgage and provide or ask your insurance agent each year to provide us copies of all renewal policies and invoices to the address shown below at least (30) days before the date your existing policy expires. It is important for you to remember that if we do not receive a copy of your renewal or replacement policy, SPS may obtain coverage to protect its interest in the property. The coverage provided for this insurance may be different and more expensive than your expired coverage. We will only do this after we have notified you of your failure to maintain coverage. It is possible we may obtain certain benefits from this insurance placement coverage.

All insurance information (including your account number) should be mailed or faxed to:
Insurance Service Center: PO Box 7277, Springfield, OH 45501 Fax (866) 801-8177.

REAL ESTATE TAX If you have established an escrow account with us for taxes, you should keep copies of any tax bills you receive for your personal records. We have engaged a Tax Service to receive your tax bills, and we will pay taxes out of your escrow account to the extent there are sufficient balances in your escrow account. If you receive any special assessment bills, you should send them to our Tax Service Center address shown below. Special bills include:

- An area defined as a "Homeowner Area" where your local tax office will not send us the tax bill
- Any special assessments on your property in addition to your regular Real-Estate tax bills
- Any adjustments to your tax bills

Tax Service Center: PO Box 3541, Covina, CA 91722

SPS CONSUMER OMBUDSMAN SERVICES If you have an unresolved issue with SPS, and you have exhausted other customer service options, please contact our Consumer Ombudsman Department at (866) 662-0035 or through other methods found on www.spservicing.com.

COMMON ABBREVIATIONS	
INT	Interest
FC or F/C	Foreclosure
BK	Bankruptcy
BPO	Broker Price Opinion
MISC DISB	Disbursement from escrow account for other than escrow item (E.g.:Analysis Refund, Payoff Refund)

This common abbreviations table does not contain all abbreviations that may appear in the "Activity this Period" section. For more information please refer to the Fee Schedule and Description document located at www.spservicing.com.

Customer Service : (800) 258-8602
Monday - Thursday 8:00AM - 11:00PM ET
Friday 8:00AM - 9:00PM ET
Saturday 8:00AM - 2:00PM ET

Account Number 7002504590

Important Messages

Due to the delinquent status of your loan a property inspection and/or valuation report was ordered and you are responsible to reimburse us for the amounts plus interest, which may be billed at the note rate.

Under the Servicemembers Civil Relief Act if you or a family member has been deployed to active duty, you may be eligible for certain protections regarding your mortgage loan. Please contact us at (800) 258-8602 to discuss these protections.

* Loan Due Date: If this date is different from your Payment Due Date, it means that you are past due and owe payments from previous months.

Per IRS regulations all 2016 year end statements will be mailed no later than February 1, 2017. Year end information will be available via our automated voice response system on January 2, 2017. Duplicate year end statements can be obtained from our website www.spservicing.com after February 1, 2017.

DURABLE POWER OF ATTORNEY

I, **Darin Ray Bergeman**, the principal, residing in Idaho Falls, Idaho designate and appoint my father, **Jerry Bergeman** of Idaho Falls, ID, as my attorney in fact and agent in my name and for my benefit as follows:

1. **GENERAL GRANT OF POWER.** To exercise or perform any act, power, duty, right, or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction, or property, (real or personal, tangible or intangible) now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted:

A. **Powers of Collection and Payment.** To forgive, request, demand, sue for, recover, collect, receive, and hold all such accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement social security, insurance and other contractual benefits and proceeds, all documents of title, all property (real or personal), intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due owing, payable, or belonging to me or in which I have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable legal remedies and proceedings in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or the sufficient discharges for the same;

B. **Power to Acquire and Sell.** To acquire, purchase, exchange, or grant options to sell, and to sell and convey real or personal property, tangible or intangible, or interests therein, on such terms and conditions as my agent shall deem proper;

C. **Management Powers.** To maintain, repair, improve, invest, manage, insure, rent, lease, encumber and in any manner deal with, any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, in my name and for my benefit, upon such terms and conditions as my agent shall deem proper;

D. **Banking Powers.** To make, receive, and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan association, and other institutions, and to execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted;

E. Motor Vehicles. To apply for a Certificate of Title upon, and endorse and transfer title to, any automobile, truck, pickup, van, motorcycle, or other motor vehicle, and to represent such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment;

F. Business Interest. To conduct or participate in any lawful business of whatever nature for me and in my name; to execute partnership agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employ officers, directors and agents; to carry out the provisions of any agreement for the sale of any business interest to the stock therein; and to exercise voting rights with respect to stock, either in person or by proxy, and to exercise stock options;

G. Tax Powers. To prepare, sign, and file joint or separate income tax returns or declarations of estimated tax for any year or years; to consent to any gift and to utilize any gift-splitting provision or other tax election; and to prepare, sign and file any claim for refund of any tax;

H. Safe Deposit Boxes. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my agent to exercise this power; and

I. Health Care. For the purposes of this document, "health care decision" means consent, refusal of consent, or withdrawal of consent to any care, treatment, service, or procedure to maintain, diagnose, or treat an individual's physical condition.

a) **CREATION OF DURABLE POWER OF ATTORNEY FOR HEALTH CARE.** By this document I intend to create and hereby do create a durable power of attorney for health care. This power of attorney shall not be affected by my subsequent incapacity.

b) **GENERAL STATEMENT OF AUTHORITY GRANTED.** Subject to any limitations in this document, I hereby grant to my agent full power and authority to make health care decisions for me to the same extent that I could make such decisions for myself if I had the capacity to do so. In exercising this authority, my agent shall make health care decisions that are consistent with my desires as stated in this document or otherwise make known to my agent, including but not limited to, my desires concerning obtaining or refusing or withdrawing life-prolonging care, treatment, services and procedures.

c) **STATEMENT OF DESIRES, SPECIAL PROVISIONS, AND LIMITATIONS.** In exercising the authority under this durable power of attorney

for health care, my agent shall act consistently, with my desires as stated below and is subject to the special provisions and limitations stated in the living will. Additional statement of desires, special provisions, and limitations: **None.**

d) **INSPECTION AND DISCLOSURE OF INFORMATION RELATING TO MY PHYSICAL OR MENTAL HEALTH.** Subject to any limitations in this document, my agent has the power and authority to do all of the following:

(i) Request, review and receive and information, verbal or written, regarding my physical or mental health, including, but not limited to, medical and hospital records.

(ii) Execute on my behalf any releases or other documents that may be required in order to obtain this information.

(iii) Consent to the disclosure of this information.

(iv) Consent to the donation of any of my organs for medical purposes.

e) **SIGNING DOCUMENTS, WAIVERS, AND RELEASES.** Where necessary to implement the health care decisions that my agent is authorized by this document to make, my agent has the power and authority to execute on my behalf all of the following:

(i) Documents titled or purporting to be a "Refusal to Permit Treatment" and "Leaving Hospital Against Medical Advice."

(ii) Any necessary waiver or release from liability required by a hospital or physician or other medical provider.

f) **PRIOR DESIGNATIONS REVOKED.** I revoke any prior Durable Power of Attorney for Health Care.

2. **INTERPRETATION.** This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my agent.

3. **THIRD-PARTY RELIANCE.** Third parties may rely upon the representations of my agent as to all matters relating to any power granted to my agent, and no person who may act in reliance upon the representations of my agent, or the authority granted to my agent, shall incur any liability to me or my estate as a result of permitting my agent to exercise any power.

Robert K. Beck, Esq., ISB No. 2780
Robert K. Beck & Associates, P.C.
3456 East 17th Street, Suite 215
Idaho Falls, Idaho 83404
Email: jlbecklaw@ida.net
Telephone: (208) 524-2664
Facsimile: (208) 524-2707
Counsel for Plaintiff

IN THE SEVENTH JUDICIAL DISTRICT, COUNTY OF BONNEVILLE
IN AND FOR THE STATE OF IDAHO

DARIN BERGEMAN)	
	)	Case No.: CV-17- 1430
)	
Plaintiff,	)	AMENDED COMPLAINT
)	
v.)	
)	
SELECT PORTFOLIO SERVICING,)	
WMC MORTGAGE CORPORATION,)	
U.S. BANK NATIONAL ASSOCIATION,)	
ALLIANCE TITLE COMPANY,)	
SILVERCREEK REALTY GROUP,)	
MOHAMED ELABED and)	
JOHN DOES 1-6.)	
)	
Defendants.)	

THE PARTIES

1. Plaintiff, Darin Bergeman, is the lawful owner of property located at 1623 W 145 N., Idaho Falls, ID 83401. The property is a single family dwelling located in Bonneville County, State of Idaho. A copy of the executor's deed conveying title to plaintiff on March 7, 2012 is attached hereto as Exhibit "A."

2. Defendants, WMC Mortgage Corporation (hereafter referred to as "WMC") is a business entity who regularly conducts mortgage transactions and is authorized to do business within the State of Idaho. Plaintiff was informed and believes that WMC is

the named "Beneficiary" pursuant to the trust deed for the subject property dated October 28, 1998.

3. Defendants, U.S. Bank National Association (hereafter referred to as "U.S. Bank"), is a business entity who regularly conducts financial transactions within the State of Idaho. Plaintiff was informed and believes that the loan on the subject property was assigned to U.S. Bank by assignment recorded on May 12, 2016 in the records of Bonneville County, Idaho as Document No.: 1524257.

4. Defendants Select Portfolio Servicing (hereafter referred to as "Select"), is a business entity with a principle place of business located at Salt Lake City, State of Utah. Select regularly does business within the State of Idaho. Plaintiff was informed and believes that Select is the entity which acted as a servicer on behalf of the alleged beneficiaries. As servicer, Select ordered the foreclosure sale of the property located at 1623 W 145 N, Idaho Falls, ID 83401 which occurred on or about February 23, 2017.

5. Defendant, Alliance Title Company (hereafter referred to as "Alliance Title") is an Idaho Corporation engaged in the business of holding title to mortgages pursuant to a deed of trust and promissory note. By virtue of the above deed of trust, Alliance Title is often involved in pursuing non-judicial mortgage foreclosure proceedings in the State of Idaho. Alliance Title regularly conducts business within the State of Idaho. Attached hereto as Exhibits "B" and "C" are a copies of the Affidavit of Mailing of Trustee's Notice of Sale and Trustee's Notice of Sale dated October 6, 2016.

6. Defendant Silvercreek Realty Group (hereafter referred to as "Silvercreek Realty") is an Idaho Corporation engaged in the real estate business. Plaintiff believes that Silvercreek Realty, through its employees or agents, erroneously attempted to purchase the plaintiff's property at a non-judicial foreclosure sale on or about February

23, 2017. Defendant Mohamad Elabed is an individual who has employed a real estate agent working for Silver Creek realty or who has significant contacts with a real estate agent working through Silvercreek Realty.

7. Plaintiff believes that there are other defendants that he is unable to specifically identify herein at this time. As a result, plaintiff has listed other defendants pursued herein under the fictitious names of John Does 1 – 6. Plaintiff herein indicates his intent to amend this complaint to specifically name such defendants and enumerate their responsibility as soon as these defendants are ascertained. Each of said fictitiously named defendants herein are responsible in some manner for the wrongful acts as currently complained of herein.

8. The defendants, and each of them, at all relevant times herein, were and still are agents for one another, and are acting under the course and scope of their employment or agency thereof, with knowledge and consent of each other.

JURISDICTION AND VENUE

9. The transaction and events which are described in this complaint, for the most part, all occurred within the County of Bonneville, State of Idaho.

10. The physical address of the property identified herein is located at 1623 W 145 N, Idaho Falls, ID 83401. This property consists of a house and acreage and is also located within the County of Bonneville, State of Idaho.

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GENERAL STATEMENT OF FACTS

11. The plaintiff as named herein is the sole heir and son of Karen Hansen. Since the death of his mother in 2006, the plaintiff has occupied and maintained the subject property as his residence, making numerous repairs and improvements both structurally and aesthetically.

12. Plaintiff took possession of the property as identified herein sometime in 2006. At that time, the plaintiff made arrangements to satisfy any and all claims filed against the property and continued to make payments on the mortgage. Sometime in July of 2015, the plaintiff was convicted of a probation violation and was remanded to serve time in a State of Idaho Correctional Facility in or near the city of Boise, Idaho. At that time, the plaintiff was unable to continue working at his current job and attempted to make arrangements so that his family and friends could assist him in maintaining his home at the above address and to make payments on his mortgage. Regardless of the mortgage that was obtained by Karen Hansen, the defendants herein accepted payments and credited those payments to the mortgage held by them from 2006 until sometime in the fall of 2016, an approximate period of 10 years.

13. As a result of the death of Karen Hansen, the plaintiff did not assume the mortgage. Therefore, it appears that the actual bills for the mortgage payment were mailed to the above address as identified herein. The name of the party responsible to pay the mortgage is listed as the Estate of Karen Hansen. Attached hereto as Exhibit "D" is a copy of a mortgage statement received by the plaintiff herein. By virtue of this statement, the defendants do acknowledge that they were aware that the plaintiff (or his agents) were making the payments. These defendants accepted the payments made by the plaintiff (or his agents) until the fall of 2016 (as may be indicated in Exhibit "D").

14. Regardless of the payments made by the plaintiff herein, or his agents, the defendants began foreclosure proceedings in October of 2016. As a result of being incarcerated, the plaintiff has been unable to speak with the defendants as named herein or their agents. Therefore, the plaintiff appointed his father, Jerry Bergeman, to make arrangements to cure any default that might exist at the time the notice of foreclosure was initiated in the fall of 2016. Attached hereto as Exhibit "E" is a copy of a power of attorney designating Jerry Bergeman as attorney in fact for Darin Bergeman. By virtue of the aforementioned power of attorney, Mr. Bergeman has made numerous efforts to speak with the defendants herein. Any and all timely attempts to make arrangements to cure any default has been totally ignored by the defendants at this time, regardless of the receipt of numerous payments.

COUNT ONE

**CLAIM FOR MISREPRESENTATION AND/OR
NEGLIGENT SUPERVISION**

15. The plaintiff re-alleges all facts as stated in paragraphs 1 through 14 of the complaint herein.

16. When the plaintiff herein has made attempts to discuss curing the above alleged default of mortgage payments, the defendants have employed numerous tactics, excuses and misrepresentations in an intentional effort to proceed with the above mentioned foreclosure and issue a bogus trustee's deed to co-defendant Mohamed Elabed. These tactics and excuses include, but are not limited to, the following acts:

- a. Refusing to discuss the current status of the mortgage foreclosure with anyone other than the executor of the estate of Karen Hansen even though the executor's deed had been issued to the plaintiff herein.
- b. Refusing to discuss the current status of the mortgage foreclosure even when provided a copy of the abovementioned power of attorney designating Jerry Bergman as an appropriate agent for the plaintiff herein.
- c. Indicating, after numerous phone calls from Jerry Bergeman, that the defendants would accept a certain payment, including penalties and interest, from the plaintiff -- then refusing to accept a payment in the approximate amount of \$16,000.00 that was wired transferred to the defendants prior to the wrongful non-judicial foreclosure and sale conducted on February 23, 2017 in the Bonneville County Courthouse.
- d. Ignoring efforts by plaintiff's attorney to discuss the above payment and allowing the non-judicial foreclosure to proceed in spite of misrepresentations made by the defendants that the sale would be vacated.
- e. Continuing to send mortgage statements to the plaintiff (and addressed to the Estate of Karen Hansen) in which the defendants made misrepresentations that in the event the plaintiff made a mortgage payment, that the non-judicial foreclosure sale could and would be vacated, regardless of the sale held at the Bonneville County Courthouse on or about February 23, 2017.
- f. Accepting a payment from the plaintiff in the amount of \$19,422.87.00 and further admitting that the non-judicial foreclosure sale was vacated and invalidated by virtue of numerous payments made to the defendants herein.

- g. Holding conversations with co-defendant, Mohamed Elabed, in which the defendants have misled Mr. Elabed and attempted to misrepresent that the non-judicial foreclosure sale held on or about February 23, 2017 is valid.
- h. Failing to admit to co-defendant, Mohamed Elabed, that these defendants did in fact receive a meaningful payment prior to the non-judicial foreclosure sale on or about February 23, 2017 and further refusing to admit that these defendants have received other payments from the plaintiff herein.
- i. Attempting to conspire, control and coerce co-defendant, Mohamed Elabed, into believing that he has made a valid purchase of real estate through a bogus non-judicial foreclosure sale.

17. Defendants have made numerous misrepresentations and have acted in a grossly negligent manner in that they, thus far, have provided no means for the plaintiff to resolve the issues as stated in the notice of trustee's sale. Furthermore, defendants have attempted to mislead the Magistrate Court and the District Court into believing that they were not aware of their own numerous misrepresentations and efforts to conduct an invalid non-judicial foreclosure by virtue of their intentional and misleading misrepresentations to co-defendant, Mohamed Elabed. These defendants have persuaded co-defendant to file a motion to dismiss this Complaint as filed herein by virtue of various misrepresentations and issuing a bogus trustee's deed to the co-defendant herein.

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COUNT TWO

**CLAIM FOR TRESPASS, INTENTIONAL
INFLICTION OF EMOTIONAL DISTRESS AND NEGLIGENT
INFLICTION OF EMOTIONAL DISTRESS.**

18. The plaintiff re-alleges all facts as stated in paragraphs 1 through 17 of the complaint herein.

19. These defendants have engaged in a course of conduct that would constitute an intentional or negligent effort to take the real property of the plaintiff herein after receiving payments on the property from the plaintiff for a period of at least 10 years regardless of the payments made by Ms. Karen Hansen when she was alive. Furthermore, after knowingly engaging in an effort to conduct an invalid real estate foreclosure sale, these defendants appointed their agents, Silver Creek Realty and Mohamed Elabed to enter on the premises and to attempt to wrongfully evict the plaintiff and his current tenant thereon.

20. Mr. Elabed has hired an attorney and is now pursuing an inappropriate eviction proceeding in the Magistrate Court of Bonneville County. Prior to initiating this eviction proceeding, Mr. Elabed was well aware that the plaintiff herein was seeking to set aside the foreclosure as above described. A hearing on the eviction as initiated by Mr. Elabed was held on Thursday, April 13, 2017. In that hearing, the Honorable Jason Walker, Magistrate Judge, determined that he would vacate any further proceedings on the eviction until this Court determined that it would consolidate the eviction proceedings with this complaint as currently filed herein. During the hearing on the motion to consolidate, Mr. Elabed, through his attorney, has made representations that would suggest that Mr. Elabed is attempting to dismiss the case

against these defendants and holding various conversations with attorneys representing these defendants in which these defendants are attempting to now judicially enforce this bogus foreclosure by virtue of filing an unrealistic Rule 12(b) motion.

21. As a result, the plaintiff has suffered extreme emotional distress and continues to suffer the effect of this stress resulting in further emotional trauma and grief over the possible loss of his real and personal property as inherited from his deceased mother. Co-defendant, Mr. Elabed, has entered on the property as described herein and has made numerous threats that he would take possession of the personal property of the plaintiff herein and begin various building projects on the property as a result of the issuance of a bogus trustee's deed. These threats of Mr. Elabed were made regardless of actual notice of the plaintiff herein to Mr. Elabed that he had attended a bogus trustee's sale.

COUNT FOUR

CLAIM FOR ATTORNEY FEES AND OTHER CAUSES OF ACTION

22. The plaintiff re-alleges all facts as stated in paragraphs 1 through 21 of the complaint herein.

23. It has been necessary for plaintiff to retain the law firm Robert K. Beck & Associates, P.C. to prosecute this action.

24. Plaintiff is entitled to reasonable attorney fees pursuant to Federal and State law.

25. Plaintiff hereby states his intent to amend the Complaint to make any

needed corrections or to add any additional claims. Plaintiff also states his intent to add a claim for punitive damages in compliance with Idaho Code §6-1604 following discovery and/or at trial, and the failure to specifically plead entitlement to punitive damages herein does not constitute a waiver of the right to do so by amendment at a later date.

26. Plaintiff believes he has suffered damages in excess of two-hundred – thousand dollars (\$200,000.00) not inclusive of attorney fees (in addition to the potential loss of his real and personal property).

PRAYER FOR RELIEF

WHEREFORE, plaintiff prays for judgment in his favor, declaratory relief and any other appropriate relief against the defendants, as follows:

1. That this Court award appropriate damages, special, general and consequential, in an amount to be determined at the trial of this action;
2. That this Court grant immediate injunctive relief against the defendant, Mohamed Elamed, and further direct him to cease and desist pursuing any effort to evict the plaintiff herein from possession and title to his property until such time as the Court allows an appropriate trial of this case.
3. That the bogus non-judicial foreclosure action as described herein be set aside and that the trustee's deed issued by the above defendants be nullified.
4. That the plaintiff be awarded reasonable attorney fees;

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5. That plaintiff be awarded costs of prosecuting and presenting any evidence in this case in any legal proceeding (inclusive of non judicial proceedings) as initiated by the defendants herein.

6. That this Court award appropriate pre-judgment and post judgment interest;

7. That this Court award such other and further relief as the Court deems just and proper.

DATED this 21st day of April, 2017.

ROBERT K. BECK & ASSOCIATES, P.C.



Robert K. Beck

VERIFICATION

STATE OF IDAHO)
) :SS
COUNTY OF BONNEVILLE)

Jerry Bergeman, being first duly sworn upon oath, deposes and says:

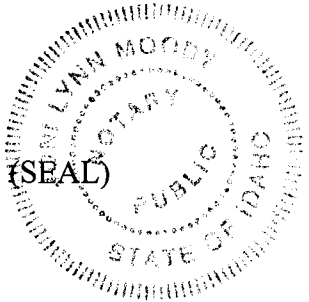
That he holds the power of attorney for the plaintiff in the above entitled action.

He is familiar with the facts of this case. He has read the amended complaint herein and testifies that same are true and accurate to the best of his knowledge.

Dated this 21 day of April, 2017

Jerry Bergeman
Jerry Bergeman, POA for Darin Bergeman

SUBSCRIBED AND SWORN to before me this 21 day of April, 2017.



Jenni Lynn Moody
Notary Public for the State of _____
Residing at: Reebury
My Commission Expires: 7-18-18

RL

EXECUTOR'S DEED

THIS INDENTURE, made this 7 day of March, 2012 between Donald K. Hansen, named as Executor of the Estate of Karen B. Hansen in the last will and testament of Karen B. Hansen (also designated by Karen B. Hansen as holding a power of appointment), hereafter referred to as "Seller;" and Darin Bergeman, the son of Karen B. Hansen, of the County of Bonneville, State of Idaho, hereinafter referred to as "Buyer."

WITNESSETH, that the Buyer, paid in hand consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America and other valuable consideration to the Seller, the receipt whereof which is hereby acknowledged, the Seller does by these presents grant, bargain, sell and convey unto the said Buyer, and to Buyer's heirs and assigns, forever, all the following described real estate, situated in the County of Bonneville, State of Idaho to wit:

Commencing at a point on the North line of Lot Six (6) in Section Two (2), Township Three (3) North, Range Thirty-Seven (37), E.B.M. 622, feet West of the Northeast Corner of said Lot Six (6); thence South 100 feet; thence West 200 feet; more or less, to the East Bank of the Snake River; thence Northwesterly along the East Bank of said Snake River to the North line of Lot Six (6); thence East 210 feet, more or less, to the point of beginning.

Also: Township 3 North, Range 37, E.B.M., Section 2, Lot 8.

Beginning at a point on the original meander line located approximately 480 feet Southeasterly of the original meander corner of Sections 2 and 35 (for the left bank); thence South approximately 265 feet; thence West approximately 145 feet to the left bank of the river; thence southeasterly along the left bank of the river for approximately 670 feet to intersection with original meander line at original meander corner of Sections 1 and 2; thence Northwesterly along original meander line for approximately 680 feet to the point of beginning.

Also: Township 3 North, Range 37 E.B.M., Section 2, Lot 8,

Beginning at a point on the original meander line located approximately 140 feet Southeasterly of the original meander line, thence southeasterly approximately 130 feet; thence South approximately 400 feet to the left

ORIGINAL

EXHIBIT A

bank of the river; thence Northerly along left bank to a point approximately 100 feet South of its intersection with the North Boundary of the township; thence East approximately 100 feet to the point of beginning.

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

TO HAVE AND TO HOLD, all and singular, the said premises, together with the tenements, hereditaments and appurtenances thereunto belonging, unto the said Buyers, their heirs or successors and assigns forever. Seller does hereby covenant to and with Buyer that he is the owner in fee simple of said premises and that Seller will warrant and defend the same from all lawful claims whatsoever. In construing this Deed and where the context so requires, the singular includes the plural and the masculine, the feminine and neuter.

IN WITNESS WHEREOF, the said Seller has hereunto set his hands and seals the day and year first above written.

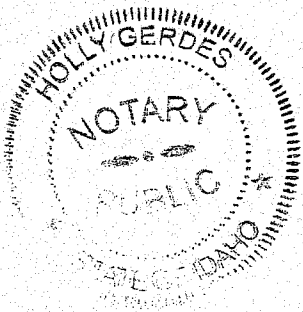
Dated this 7 day of March 2012.

By: Donald K. Hansen
Donald K. Hansen

STATE OF IDAHO)
) ss.
County of BONNEVILLE)

On this 7 day of March, 2012, before me, the undersigned, a Notary public in and for the State of Idaho, personally appeared Donald K. Hansen known to me, or proved to me upon satisfactory evidence, to be the person that executed the foregoing instrument, and that he was authorized to execute the same.

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



Holly Gerdes
Notary Public for Idaho
Residing at Blackfoot, Idaho
My commission expires March 13, 2015

Instrument # 1542778
IDAHO FALLS, BONNEVILLE, IDAHO
2016-12-30 03:27:21 PM No. of Pages: 11
Recorded for: ROBINSON TAIT, P.S.
PENNY MANNING Fee: \$40.00
Ex-Officio Recorder Deputy DWoolf
Index To: AFFIDAVIT OF SERVICE BY M
Electronically Recorded by Simplifile

When recorded return to:
Robinson Tait, P.S.
901 Fifth Avenue, Suite 400
Seattle, WA 98164

TS # 60243-00190-NJ-ID

AFFIDAVIT OF MAILING OF TRUSTEE'S NOTICE OF SALE

STATE OF WASHINGTON
COUNTY OF KING

I, Bobby Lewin, being first duly sworn, depose, say and certify that:

At all times hereinafter mentioned I was and now am a resident of the State of Washington, a competent person over the age of eighteen years, and not the Beneficiary or its successor in interest named in the attached original or copy of Trustee's Notice of Sale given under the terms of that certain Trust Deed described in said notice.

The Trustee's Notice of Sale, together with a copy of the recorded Notice of Default for the real property described in the attached Trustee's Notice of Sale was sent by mailing a copy thereof by certified mail, return receipt requested and first class mail to each of the following named persons at their last known address, to-wit:

Darin Bergeman
1623 W 145th N
Idaho Falls, ID 83401

ESTATE OF KAREN HANSEN
1623 West 145 North
IDAHO FALLS, ID 83401

Donald K. Hansen
Executor of the Estate of Karen B. Hansen, aka Karen B. Powers
1623 W 145th N
Idaho Falls, ID 83401

Spouse of Darin Bergeman
1623 W 145th N
Idaho Falls, ID 83401

The Trustee's Notice of Sale for the real property described in the attached Trustee's Notice of Sale was sent by mailing a copy thereof by certified mail, return receipt requested and first class mail to each of the following named persons at their last known address, to-wit:

Occupants
1623 West 145 North
IDAHO FALLS, ID 83401

State of Idaho
Health & Welfare Dept.
Child Support Division
P.O. Box 83720
Boise, ID 83720-0036

The Heirs and devisees of Karen B. Hansen, aka Karen B. Powers
1623 W 145th N
Idaho Falls, ID 83401

Said person(s) including the Grantor(s) in the Trust Deed, any successor in interest to the Grantor(s) whose interest appears of record or of whose interest the Trustee or Beneficiary has actual notice, and any persons requesting notice per I.C. 45-4511, and all junior lien holders.

Each of the notices mailed was a true copy of the original Trustee's Notice of Sale by Robinson Tait, P.S., the Trustee named in said notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States mail in Seattle, Washington on Oct 7, 2014.

DATED: October 21^{BE}, 2016

By: [Signature]
Title: File Clerk
Robinson Tait, P.S.

State of Washington)
County of King)

I certify that I know or have satisfactory evidence that Bobby Erwin is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the authorized signatory of Robinson Tait, P.S. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and seal of office this 21 day of October, 2016 by Bobby Erwin



[Signature]
NOTARY PUBLIC in and for the State of Washington,
residing at Seattle County of King

Keller Higbee
(printed or typed name)

My appointment expires 10/19/19

NOTICE REQUIRED BY IDAHO LAW

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.

TRUSTEE'S NOTICE OF SALE

TS No.: 60243-00190-NI-ID

Reference is made to that certain trust deed made by Karen Hansen, an unmarried person, as grantor, to Susan J. Robinson, Idaho Attorney as trustee, in favor of WMC Mortgage Corp as beneficiary, dated October 28, 1998, recorded November 2, 1998, in the mortgage records of Bonneville County, Idaho, as Document No. 981112, and assigned to U.S. Bank National Association, as indenture trustee, for the CIM 2015-1EC Trust, Mortgage-Backed Notes, Series 2015-1EC by assignment recorded on May 12, 2016 in the records of Bonneville County, Idaho, as Document No. 1524257, covering the following described real property situated in said county and state, to wit:

COMMENCING AT A POINT ON THE NORTH LINE OF LOT SIX (6) IN SECTION TWO (2), TOWNSHIP THREE (3) NORTH, RANGE THIRTY-SEVEN (37), E.B.M. 622 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT SIX (6); THENCE SOUTH 100 FEET; THENCE WEST 200 FEET, MORE OR LESS, TO THE EAST BANK OF THE SNAKE RIVER; THENCE NORTHWESTERLY ALONG THE EAST BANK OF SAID SNAKE RIVER TO THE NORTH LINE OF LOT SIX (6); THENCE EAST 210 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO: TOWNSHIP 3 NORTH, RANGE 37, E.B.M., SECTION 2, LOT 8.

BEGINNING AT A POINT ON THE ORIGINAL MEANDER LINE LOCATED APPROXIMATELY 480 FEET SOUTHEASTERLY OF THE ORIGINAL MEANDER CORNER OF SECTIONS 2 AND 35 (FOR THE LEFT BANK); THENCE SOUTH APPROXIMATELY 265 FEET; THENCE WEST APPROXIMATELY 145 FEET TO THE LEFT BANK OF THE RIVER; THENCE SOUTHEASTERLY ALONG THE LEFT BANK OF THE RIVER FOR

APPROXIMATELY 670 FEET TO INTERSECTION WITH ORIGINAL MEANDER LINE AT ORIGINAL MEANDER CORNER OF SECTIONS 1 AND 2; THENCE NORTHWESTERLY ALONG ORIGINAL MEANDER LINE FOR APPROXIMATELY 680 FEET TO THE POINT OF BEGINNING.

ALSO: TOWNSHIP 3 NORTH, RANGE 37 E.B.M., SECTION 2, LOT 8,

BEGINNING AT A POINT ON THE ORIGINAL MEANDER LINE LOCATED APPROXIMATELY 140 FEET SOUTHEASTERLY OF THE ORIGINAL MEANDER LINE, THENCE SOUTHEASTERLY APPROXIMATELY 130 FEET; THENCE SOUTH APPROXIMATELY 400 FEET TO THE LEFT BANK OF THE RIVER; THENCE NORTHERLY ALONG LEFT BANK TO A POINT APPROXIMATELY 100 FEET SOUTH OF ITS INTERSECTION WITH THE NORTH BOUNDARY OF THE TOWNSHIP, THENCE EAST APPROXIMATELY 100 FEET TO THE POINT OF BEGINNING.

PROPERTY ADDRESS: 1623 West 145 North, IDAHO FALLS, ID 83401

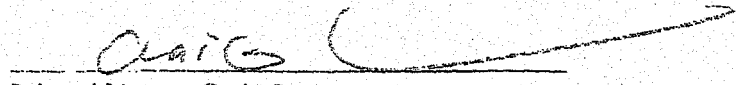
There is a default by the grantor or other person owing an obligation or by their successor in interest, the performance of which is secured by said trust deed, or by their successor in interest, with respect to provisions therein which authorize sale in the event of default of such provision. The default for which foreclosure is made is grantors' failure to pay when due the following sums: monthly payments beginning February 1, 2015 through October 31, 2016 in the amount of \$11,869.23; plus late charges in the amount of \$221.34; plus other fees and costs in the amount of \$1,061.38; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following, to wit: \$30,942.62 with interest thereon at the rate of 9.99000 percent per annum beginning January 1, 2015 in the amount of \$5,486.81; plus escrow balance of \$10,493.22; plus other fees and costs in the amount of \$691.51; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described property and its interest therein; and prepayment penalties/premiums, if applicable.

WHEREFORE, notice is hereby given that the undersigned trustee will on February 23, 2017, at the hour of 01:00 PM, at Lobby of Law Enforcement Building, 605 N Capital Ave, Idaho Falls, ID 83402, in the City of Idaho Falls, County of Bonneville, State of Idaho, sell at public auction to the highest bidder for cash the interest in the real property described above, which the grantor had or had power to convey at the time of the execution by grantor of the trust deed together with any interest which the grantor or grantor's successors in interest acquired after the execution of the trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of the sale, including reasonable charges by the trustee.

In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by the trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

DATED: October 6, 2016


Printed Name: Craig Peterson

ISB # 9434

Robinson Tait, P.S.

901 Fifth Avenue, Suite 400

Seattle, WA 98164

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE RECEIVED A DISCHARGE OF THE DEBT REFERENCED HEREIN IN A BANKRUPTCY PROCEEDING, THIS LETTER IS NOT AN ATTEMPT TO

Instrument # 1534786
IDAHO FALLS, BONNEVILLE, IDAHO
2016-09-19 11:03:59 AM No. of Pages: 3
Recorded for: ROBINSON TAIT, P.S.
PENNY MANNING Fee: \$16.00
Ex-Officio Recorder Deputy DWoolf
Index To: NOTICE OF DEFAULT
Electronically Recorded by Simplifile

After recording return to:
Robinson Tait, P.S.
901 Fifth Avenue, Suite 400
Seattle, WA 98164

TS No.: 68243-00190-NJ-ID

NOTICE OF DEFAULT

Reference is made to that certain trust deed made by Karen Hanson, an unmarried person, as grantor, to Susan J. Robinson, Idaho Attorney as trustee, in favor of WMC Mortgage Corp as beneficiary, dated October 28, 1998, recorded November 2, 1998, in the mortgage records of Bonneville County, Idaho, as Document No. 981112, and assigned to U.S. Bank National Association, as indenture trustee, for the CIM 2015-IEC Trust, Mortgage-Backed Notes, Series 2015-IEC by assignment recorded on May 12, 2016 in the records of Bonneville County, Idaho, as Document No. 1524257, covering the following described real property situated in said county and state, to wit:

COMMENCING AT A POINT ON THE NORTH LINE OF LOT SIX (6) IN SECTION TWO (2), TOWNSHIP THREE (3) NORTH, RANGE THIRTY-SEVEN (37), E.B.M. 622 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT SIX (6); THENCE SOUTH 100 FEET; THENCE WEST 200 FEET, MORE OR LESS, TO THE EAST BANK OF THE SNAKE RIVER; THENCE NORTHWESTERLY ALONG THE EAST BANK OF SAID SNAKE RIVER TO THE NORTH LINE OF LOT SIX (6); THENCE EAST 210 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO: TOWNSHIP 3 NORTH, RANGE 37, E.B.M., SECTION 2, LOT 8.

BEGINNING AT A POINT ON THE ORIGINAL MEANDER LINE LOCATED APPROXIMATELY 480 FEET SOUTHEASTERLY OF THE ORIGINAL MEANDER CORNER OF SECTIONS 2 AND 35 (FOR THE LEFT BANK); THENCE SOUTH APPROXIMATELY 265 FEET; THENCE WEST APPROXIMATELY 145 FEET TO THE LEFT BANK OF THE RIVER; THENCE SOUTHEASTERLY ALONG THE LEFT BANK OF THE RIVER FOR

APPROXIMATELY 670 FEET TO INTERSECTION WITH ORIGINAL MEANDER LINE AT ORIGINAL MEANDER CORNER OF SECTIONS 1 AND 2; THENCE NORTHWESTERLY ALONG ORIGINAL MEANDER LINE FOR APPROXIMATELY 680 FEET TO THE POINT OF BEGINNING.

ALSO: TOWNSHIP 3 NORTH, RANGE 37 E.B.M., SECTION 2, LOT 8.

BEGINNING AT A POINT ON THE ORIGINAL MEANDER LINE LOCATED APPROXIMATELY 140 FEET SOUTHEASTERLY OF THE ORIGINAL MEANDER LINE. THENCE SOUTHEASTERLY APPROXIMATELY 130 FEET; THENCE SOUTH APPROXIMATELY 400 FEET TO THE LEFT BANK OF THE RIVER; THENCE NORTHERLY ALONG LEFT BANK TO A POINT APPROXIMATELY 100 FEET SOUTH OF ITS

1534786

55 642778

INTERSECTION WITH THE NORTH BOUNDARY OF THE TOWNSHIP, THENCE EAST APPROXIMATELY 100 FEET TO THE POINT OF BEGINNING.

PROPERTY ADDRESS: 1623 West 145 North, IDAHO FALLS, ID 83401

The current trustee is Craig Peterson, a member of the Idaho state bar, of Robinson Tait, P.S., 901 Fifth Avenue, Suite 400, Seattle, WA 98164, telephone number (206) 676-9640 or toll free at 1 (855) 676-9640.

There is a default by the grantor or other person owing an obligation or by their successor in interest, the performance of which is secured by said trust deed, or by their successor in interest, with respect to provisions therein which authorize sale in the event of default of such provision. The default for which foreclosure is made is grantors' failure to pay when due the following sums: monthly payments beginning February 1, 2015 through September 26, 2016 in the amount of \$11, 278.02; plus late charges in the amount of \$221.34; plus other fees and costs in the amount of \$1,047.38; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following, to wit: \$30,942.62 with interest thereon at the rate of 9.99000 percent per annum beginning January 1, 2015 in the amount of \$5,205.98; plus escrow balance of \$10,382.55; plus other fees and costs in the amount of \$676.61; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described property and its interest therein; and prepayment penalties/premiums, if applicable.

Notice is hereby given that the beneficiary and trustee, by reason of said default, have elected and do hereby elect to foreclose the trust deed by advertisement and sale pursuant to I.C. 45-1502 to 45-1515, and to cause to be sold at public auction to the highest bidder for cash the interest in the described property which the grantor had, or had the power to convey, at the time grantor executed the trust deed, together with any interest the grantor or grantor's successors in interest acquired after the execution of the trust deed, to satisfy the obligations secured by the trust deed and the expenses of the sale, including the compensations of the trustee as provided by law, and reasonable fees of trustee's attorneys.

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In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals.

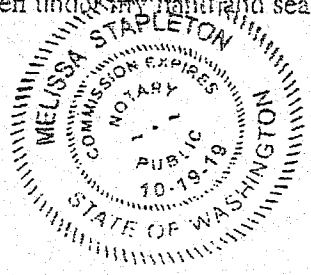
DATE: September 16, 2016

Craig Peterson
Printed Name: Craig Peterson, ISB #9434
Robinson Tait, P.S.
Trustee

State of Washington)
County of King)

On this day personally appeared before me Craig Peterson, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 16 day of September, 2016



Melissa Stapleton
NOTARY PUBLIC in and for the State of Washington,
residing at Kent County of King
Melissa Stapleton
(printed or typed name)

My appointment expires 10/19/19

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE RECEIVED A DISCHARGE OF THE DEBT REFERENCED HEREIN IN A BANKRUPTCY PROCEEDING, THIS LETTER IS NOT AN ATTEMPT TO IMPOSE PERSONAL LIABILITY UPON YOU FOR PAYMENT OF THAT DEBT. IN THE EVENT YOU HAVE RECEIVED A BANKRUPTCY DISCHARGE, ANY ACTION TO ENFORCE THE DEBT WILL BE TAKEN AGAINST THE PROPERTY ONLY.

Affidavit of Posting and/or Service

IN THE COURT OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF BONNEVILLE

Case Number: 60243-00190-NJ-ID Court Date: 2/23/2017 1:00 pm

Beneficiary:
SUSAN J ROBINSON IDAHO ATTORNEY AS
TRUSTEE IN FAVOR OF WMC MORTGAGE
CORP,

Service Documents:
NOTICE OF TRUSTEE'S SALE; NOTICE
OF DEFAULT; NOTICE REQUIRED BY
IDAHO LAW

vs.

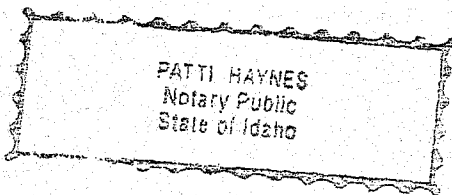
Grantor:
KAREN HANSEN AN UNMARRIED PERSON,

Received by Robinson Tait, PS on the 24th day of October, 2016 at 5:14 pm to be served on KAREN HANSEN AND ALL OTHER OCCUPANTS, 1623 WEST 145 NORTH, IDAHO FALLS, ID 83401.

I, Kathy Cook, being duly sworn, depose and say that on the 12th day of November, 2016 at 3:20 pm, I:

POSTED by attaching a true copy of the NOTICE OF TRUSTEE'S SALE; NOTICE OF DEFAULT; NOTICE REQUIRED BY IDAHO LAW with the date and hour of service endorsed thereon by me, to a conspicuous place on the property of the within named person's RESIDENCE at the address of: 1623 WEST 145 NORTH, IDAHO FALLS, ID 83401 after first attempting service. The first posting was on 10/27/2016 at 5:38 pm and a second posting on 11/4/2016 at 4:55 pm and a third posting on 11/12/2016 at 3:20 pm. This residence is POSSIBLY VACANT.

I certify that I am over the age of 18, have no interest in the above action, and am a Certified Process Server, in good standing, in the judicial circuit in which the process was served.



Subscribed and Sworn to before me on the 17th day of November, 2016 by the affiant who is personally known to me.

Patti Haynes
Notary Public

Idaho Falls
Residing In

10 July 2019
Commission Expires

Kathy Cook
Kathy Cook
Process Server

Robinson Tait, PS
901 Fifth Avenue
Suite 400
Seattle, WA 98164
(206) 876-3261

Our Job Serial Number: COA-2016004761
Ref: 14-60243-00036

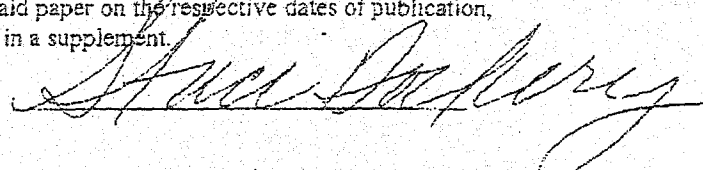
10/17/2016 10:31 AM

Proof of Publication The Post Register

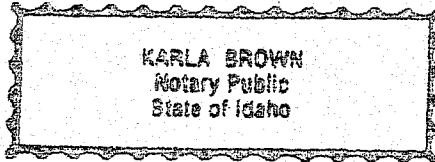
State of Idaho
County of Bonneville


I, ~~Dawn Gianni~~, or Staci Dockery first being duly sworn, depose and say: That I am the ~~Classified Manager~~, or Legal Notice Representative of The Post Company, a corporation of Idaho Falls, Bonneville County, Idaho, publishers of The Post Register, a newspaper of general circulation, published 6 days, Tuesday-Sunday, at Idaho Falls, Idaho; said Post Register being a consolidation of the Idaho Falls Times, established in the year 1890, The Idaho Register, established in the year 1880 and the Idaho Falls Post, established in 1903, such consolidation being made on the First day of November, 1931, and each of said newspapers have been published continuously and uninterruptedly, prior to consolidation, for more than twelve consecutive months and said Post Register having been published continuously and uninterruptedly from the date of such consolidation, up to and including the last publication of notice hereinafter referred to.

That the notice, of which a copy is hereto attached and made a part of this affidavit, was published in said Post Register for 4 consecutive (days) weeks, first publication having been made on the 26th day of NOVEMBER 2016 last publication having been made on the 17th day of DECEMBER 2016, and that the said notice was published in the regular and entire issue of said paper on the respective dates of publication, and that such notice was published in the newspaper and not in a supplement.



Subscribed and sworn to before me, this 17th day of DECEMBER 2016




Notary Public
My commission expires: 7/28/2022

attached jurat

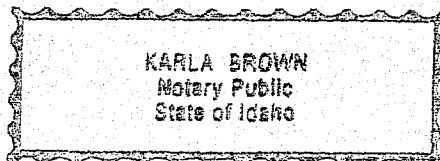
STATE OF IDAHO

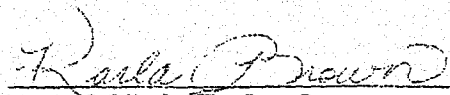
ss.

COUNTY OF BONNEVILLE

On this 17th day of DECEMBER 2016, before me, the undersigned, a Notary public for said state, personally appeared ~~Dawn Gianni~~ or Staci Dockery, known or identified to me to be the person(s) whose name(s) is/are 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/she/they executed the same,

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




Notary Public for The Post Company
Residing: Idaho Falls, Idaho
Commission expires: 7/28/2022

EAST CORNER OF SAID LOT SIX (5); THENCE SOUTH 100 FEET; THENCE WEST 200 FEET, MORE OR LESS, TO THE EAST BANK OF THE SNAKE RIVER; THENCE NORTHWESTERLY ALONG THE EAST BANK OF SAID SNAKE RIVER TO THE NORTH LINE OF LOT SIX (6); THENCE EAST 210 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO: TOWNSHIP 3 NORTH, RANGE 37, E.B.M., SECTION 2, LOT 8.

BEGINNING AT A POINT ON THE ORIGINAL MEANDER LINE LOCATED APPROXIMATELY 490 FEET SOUTHEASTERLY OF THE ORIGINAL MEANDER CORNER OF SECTIONS 2 AND 35 (FOR THE LEFT BANK); THENCE SOUTH APPROXIMATELY 265 FEET; THENCE WEST APPROXIMATELY 145 FEET TO THE LEFT BANK OF THE RIVER; THENCE SOUTHEASTERLY ALONG THE LEFT BANK OF THE RIVER FOR

APPROXIMATELY 670 FEET TO INTERSECTION WITH ORIGINAL MEANDER LINE AT ORIGINAL MEANDER CORNER OF SECTIONS 1 AND 2; THENCE NORTHWESTERLY ALONG ORIGINAL MEANDER LINE FOR APPROXIMATELY 680 FEET TO THE POINT OF BEGINNING.

ALSO: TOWNSHIP 3 NORTH, RANGE 37, E.B.M., SECTION 2, LOT 8.

BEGINNING AT A POINT ON THE ORIGINAL MEANDER LINE LOCATED APPROXIMATELY 140 FEET SOUTHEASTERLY OF THE ORIGINAL MEANDER LINE; THENCE SOUTHEASTERLY APPROXIMATELY 130 FEET; THENCE SOUTH APPROXIMATELY 400 FEET TO THE LEFT BANK OF THE RIVER; THENCE NORTHERLY ALONG LEFT BANK TO A POINT APPROXIMATELY 100 FEET SOUTH OF ITS INTERSECTION WITH THE NORTH BOUNDARY OF THE TOWNSHIP; THENCE EAST APPROXIMATELY 100 FEET TO THE POINT OF BEGINNING.

PROPERTY ADDRESS: 1523 West 145 North, IDAHO FALLS, ID 83401

There is a default by the grantor or other person owing an obligation or by their successor in interest, the performance of which is secured by said trust deed, or by their successor in interest, with respect to provisions therein which authorize sale in the event of default of such provision. The default for which foreclosure is made is grantor's failure to pay when due the following sums: monthly payments beginning February 1, 2015 through October 31, 2016 in the amount of \$11,869.23; plus late charges in the amount of \$221.34; plus other fees and costs in the amount of \$1,091.38; together

with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following, to wit: \$30,842.62 with interest thereon at the rate of 9.99000 percent per annum beginning January 1, 2015 in the amount of \$5,486.81; plus escrow balance of \$10,493.22; plus other fees and costs in the amount of \$691.51; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described property and its interest therein; and prepayment penalties/premiums, if applicable.

WHEREFORE, notice is hereby given that the undersigned trustee will on February 23, 2017, at the hour of 01:00 PM, at Lobby of Law Enforcement Building, 605 N Capital Ave, Idaho Falls, ID 83402, in the City of Idaho Falls, County of Bonneville, State of Idaho, sell at public auction to the highest bidder for cash the interest in the real property described above, which the grantor had or had power to convey at the time of the execution by grantor of the trust deed together with any interest which the grantor or grantor's successors in interest acquired after the execution of the trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of the sale, including reasonable charges by the trustee.

In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by the trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Robinson Tall, P.S.
901 Fifth Avenue, Suite 400
Seattle, WA 98164

Published: November 29, December 3, 10, and 17, 2016. (4901)

TRUSTEE'S NOTICE OF SALE

TS No. 00249-00190-NH1D

Reference is made to that certain trust deed made by Karen Hansen, an unmarried person, as grantor, to Susan J. Robinson, Idaho Attorney as trustee, in favor of WMC Mortgage Corp as beneficiary, dated October 28, 1998, recorded November 2, 1998, in the mortgage records of Bonneville County, Idaho, as Document No. 981112, and assigned to U.S. Bank National Association, as indenture trustee, for the CIM 2015-1EO Trust Mortgage-Backed Notes, Series 2015-1EC, by assignment recorded on May 12, 2016, in the records of Bonneville County, Idaho, as Document No. 1524257, covering the following described real property situated in said county and state, to wit:

COMMENCING AT A POINT ON THE NORTH LINE OF LOT SIX (6) IN SECTION TWO (2), TOWNSHIP THREE (3) NORTH, RANGE THIRTY-SEVEN (37), E.B.M., 322 FEET WEST OF THE NORTH-

RECEIVED
DEC 27 2016

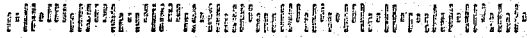
BY: _____

Customer Service: (300) 258-6502
Monday - Thursday 8:00AM - 11:00PM ET
Friday 8:00AM - 9:00PM ET
Saturday 8:00AM - 2:00PM ET

For other important information, see reverse side

Estate Of Karen Hansen
1623 W 145 N
Idaho Falls, ID 83401-5151

16544



Account Information	
Interest Bearing Principal	\$30,942.62
Deferred Principal	\$0.00
Outstanding Principal ¹	\$30,942.62
Interest Rate (Until May 2017)	9.990%
Prepayment Penalty	No

Account Number: 7002504590
Property Address: 1623 W 145 NORTH
IDAHO FALLS ID 83401 5151

Loan Due Date: 02/01/2015
Payment Due Date: 03/01/2017
Amount Due: \$17,932.87
If payment is received after 03/16/2017, \$17.23 late fee will be charged.

Explanation of Amount Due	
Principal	\$107.08
Interest	\$ 237.55
Escrow (Taxes and Insurance)	\$107.75
Regular Monthly Payment	\$452.38
Unpaid Late Charges	\$221.34
Other Charges and Fees	\$2,433.84
Charges / Fees this Period	\$682.07
Past Due Payment(s)	\$14,825.31
Unapplied Payment(s)	\$0.00
Total Amount Due	\$17,932.87

Transaction Activity (01/14/2017 to 02/15/2017)								
Date	Description	Principal Balance	Interest	Taxes & Insurance	Late Charges	Other Fees	Expenses Pd by Servicer	Total ¹
01/14	BEG BALANCE	\$30,942.62	\$6,206.04	\$10,535.90	\$221.34	\$8.17	\$1,743.80	\$50,059.67
01/26	PROP INSPECTION	0.00	0.00	0.00	0.00	0.00	15.00	15.00
01/26	FC COSTS	0.00	0.00	0.00	0.00	0.00	667.07	667.07
02/14	HAZARD INS	0.00	0.00	110.67	0.00	0.00	0.00	110.67
02/15	ENDING BALANCE	\$30,942.62	\$6,206.04	\$11,046.57	\$221.34	\$8.17	\$2,425.67	\$50,652.41

Past Payments Breakdown		
	Paid Last Month	Paid Year To Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and Insurance)	\$0.00	\$0.00
Fees and Other Charges	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	\$0.00
Total	\$0.00	\$0.00
Total Unapplied Balance	\$0.00	

****Delinquency Notice****
You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure -- the loss of your home.
As of February 15, you are 745 days delinquent on your mortgage loan.
* Payment due 02/2017: Unpaid payment of \$591.22.
* Payment due 01/2017: Unpaid payment of \$591.22.
* Payment due 12/2016: Unpaid payment of \$591.22.
* Payment due 11/2016: Unpaid payment of \$591.21.
* Payment due 10/2016: Unpaid payment of \$591.21.
* Payment due 09/2016: Unpaid payment of \$591.21.
Total: \$17,932.87 due. You must pay this amount to bring your loan current.
SPS has completed the first notice or filing required to start a foreclosure.
If You Are Experiencing Financial Difficulty: See the back for information about mortgage counseling or assistance. Also, there are a number of options available to assist customers who are experiencing difficulty with their payments. Please contact us immediately to discuss these options, arrange a reinstatement or address any questions regarding the statement at (888) 818-6032.

Important Messages
¹ This amount is not a payoff quote. If you want a payoff quote, please see instructions on reverse side.
Any transactions that occurred after the statement date noted above will be reflected on your next statement.
This is an attempt to collect a debt. All information obtained will be used for that purpose.
We have paid Taxes and/ or insurance on your behalf and you are responsible to reimburse us for these amounts plus interest which may be billed at the note rate.
If there is a balance under Expenses Paid by Servicer, it means we have paid certain expenses on your behalf due to the delinquent status of your account. You are responsible to reimburse us for these amounts plus interest, which may be billed at the note rate.

EXHIBIT D

Important: Please include your account number on all correspondence.

Regular Payments Select Portfolio Servicing, Inc. Attn: Remittance Processing P.O. Box 65450 Salt Lake City, UT 84165	Overnight/Express Payments Select Portfolio Servicing, Inc. Attn: Cashiering Dept. 3217 S. Decker Lake Dr. Salt Lake City, UT 84119	Notice of Error or Information Request or Qualified Written Request Select Portfolio Servicing, Inc. P.O. Box 55277 Salt Lake City, UT 84165 Fax: (801) 270-7855	General Correspondence Select Portfolio Servicing, Inc. P.O. Box 65250 Salt Lake City, UT 84165	Check by Phone (800) 258-8602 Option 1	Bankruptcy Correspondence & Notices must be sent to: Select Portfolio Servicing, Inc. Attn: Bankruptcy Dept. P.O. Box 55250 Salt Lake City, UT 84165
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PAYMENT INSTRUCTIONS Paying your mortgage on time is an important obligation, so please pay on or before the payment due date. Payments are not considered paid until received and posted to your account. Please include the late charge in any payment made after the late payment due date noted on your statement. Postal delays do not result in a waiver of late charges, so please allow adequate time for mail service. If you don't pay on or before 3 p.m. MT on the payment due date, your loan will be considered delinquent. (NOTE: If you are currently sending all or part of your payment to the bankruptcy trustee, please disregard the Select Portfolio Servicing, Inc. payment address for that portion you are sending to the trustee.) We do not accept payments in cash.

APPLICATION OF PAYMENTS If you are current in making your payments, we will apply payments according to your Note. If you are delinquent, we apply payments to the oldest outstanding payments that are due under your Note.

LOAN REPRESENTATIVES If you would like to speak to someone about making a payment or payment arrangements, please call one of our loan representatives at (800) 258-8602 (Monday - Thursday, 8 a.m. - 11 p.m. ET; Friday, 8 a.m. - 9 p.m., ET; Saturday, 8 a.m. - 2 p.m. ET).

AUTOMATED CONVERSION OF YOUR CHECKS TO ACH DEBIT ENTRIES AND RETURNED CHECKS OR DEBITS When you provide us a check, you authorize us to use the information from your check to make a one time Electronic Funds Transfer from your bank account. When we use your check to make an Electronic Funds Transfer, funds may be withdrawn from your account quickly, as soon as the day we receive your check. You will not receive your check back from your financial institution. If there are insufficient funds in your account we will reverse the amount of any such returned payment that we had credited to your mortgage. You authorize us to charge you a fee of up to twenty-five dollars (\$25.00) as allowable by state law.

CREDIT REPORTING SPS furnishes information to consumer reporting agencies. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your Note and Mortgage. If you believe such information is inaccurate, you may call Customer Service at (800) 258-8602, submit a written Notice of Error to the P.O. Box listed above, or submit a dispute with the consumer reporting agency.

NOTICE OF ERROR OR INFORMATION REQUEST OR QUALIFIED WRITTEN REQUEST If you believe there has been an error with the account or you require additional information, you may send a written Notice of Error or Information Request. All Notices of Error or Information Requests must be sent to the address listed above in the important mailing addresses section, as this is our exclusive address under Federal Law for these matters. If you send your correspondence to any other address, it may not be processed in accordance with Federal Law.

HUD APPROVED HOUSING COUNSELORS The US Department of Housing and Urban Development (HUD) sponsors approved housing counseling agencies that provide free counseling services to citizens. Counselors can help you assess your financial situation and determine what options are available to you. To find a HUD approved counselor near you, call (800) 569-4287 or visit the HUD website at www.hud.gov/local/index.cfm. You may also be eligible for assistance from the Homeownership Preservation Foundation, which you may reach at (888) 995-HOPE (4673). SPS also works with housing counselors through Hope LoanPort® (www.hopeloanportal.org), and with customers through Homeowner Connect™ (www.homeownerconnect.org).

SPECIAL REQUEST AND ADDITIONAL FEES

Check by Phone or Website (EZPay)	Up to \$15.00
Returned Check Fee	Up to \$25.00
Express Mail Fee	Actual Charge Incurred

This fee schedule does not contain all fees that may be charged for services rendered. The actual fee charged to a particular customer may be different based upon certain requirements under state law, agency guidelines (e.g., FHA, VA) or other relevant criteria.

LOAN PAYOFFS Payoff information may be requested verbally by calling the Customer Service toll free number printed on this statement, by faxing your requests to (801) 269-4265 or by mailing your request to: P.O. Box 65250, Salt Lake City, UT 84165-0250. If you do not receive your payoff quote within 5 business days of placing your request, please call our Customer Service Department.

HOME OWNER INSURANCE You are required to maintain Homeowners Insurance (and if required, Flood Insurance), at all times during the term of your mortgage and provide or ask your insurance agent each year to provide us copies of all renewal policies and invoices to the address shown below at least (30) days before the date your existing policy expires. It is important for you to remember that if we do not receive a copy of your renewal or replacement policy, SPS may obtain coverage to protect its interest in the property. The coverage provided for this insurance may be different and more expensive than your expired coverage. We will only do this after we have notified you of your failure to maintain coverage. It is possible we may obtain certain benefits from this insurance placement coverage.

All insurance information (including your account number) should be mailed or faxed to:
Insurance Service Center: PO Box 7277, Springfield, OH 45501 Fax (866) 801-8177.

REAL ESTATE TAX If you have established an escrow account with us for taxes, you should keep copies of any tax bills you receive for your personal records. We have engaged a Tax Service to receive your tax bills, and we will pay taxes out of your escrow account to the extent there are sufficient balances in your escrow account. If you receive any special assessment bills, you should send them to our Tax Service Center address shown below. Special bills include:

- ⊗ An area defined as a "Homeowner Area" where your local tax office will not send us the tax bill
- ⊗ Any special assessments on your property in addition to your regular Real-Estate tax bills
- ⊗ Any adjustments to your tax bills

Tax Service Center: PO Box 3541, Covina, CA 91722

SPS CONSUMER OMBUDSMAN SERVICES If you have an unresolved issue with SPS, and you have exhausted other customer service options, please contact our Consumer Ombudsman Department at (866) 662-0035 or through other methods found on www.spservicing.com.

COMMON ABBREVIATIONS	
INT	Interest
FC or FIC	Foreclosure
BK	Bankruptcy
BPO	Broker Price Opinion
MISC DISB	Disbursement from escrow account for other than escrow item (E.g.: Analysis Refund, Payoff Refund)

This common abbreviations table does not contain all abbreviations that may appear in the "Activity this Period" section. For more information please refer to the Fee Schedule and Description document located at www.spservicing.com.

Customer Service: (800) 258-8602
Monday - Thursday 8:00AM - 11:00PM ET
Friday 8:00AM - 9:00PM ET
Saturday 8:00AM - 2:00PM ET

Account Number 7002604590

Important Disclosures

Due to the delinquent status of your loan a property inspection and/or valuation report was ordered and you are responsible to reimburse us for the amounts plus interest, which may be billed at the note rate.

Under the Servicemembers Civil Relief Act if you or a family member has been deployed to active duty, you may be eligible for certain protections regarding your mortgage loan. Please contact us at (800) 258-8602 to discuss these protections.

* Loan Due Date: If this date is different from your Payment Due Date, it means that you are past due and owe payments from previous months.

Per IRS regulations all 2016 year end statements will be mailed no later than February 1, 2017. Year end information will be available via our automated voice response system on January 2, 2017. Duplicate year end statements can be obtained from our website www.spservicing.com after February 1, 2017.

DURABLE POWER OF ATTORNEY

I, Darin Ray Bergeman, the principal, residing in Idaho Falls, Idaho designate and appoint my father, Jerry Bergeman of Idaho Falls, ID, as my attorney in fact and agent in my name and for my benefit as follows:

1. GENERAL GRANT OF POWER. To exercise or perform any act, power, duty, right, or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction, or property, (real or personal, tangible or intangible) now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted:

A. Powers of Collection and Payment. To forgive, request, demand, sue for, recover, collect, receive, and hold all such accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement social security, insurance and other contractual benefits and proceeds, all documents of title, all property (real or personal), intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due owing, payable, or belonging to me or in which I have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable legal remedies and proceedings in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or the sufficient discharges for the same;

B. Power to Acquire and Sell. To acquire, purchase, exchange, or grant options to sell, and to sell and convey real or personal property, tangible or intangible, or interests therein, on such terms and conditions as my agent shall deem proper;

C. Management Powers. To maintain, repair, improve, invest, manage, insure, rent, lease, encumber and in any manner deal with, any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, in my name and for my benefit, upon such terms and conditions as my agent shall deem proper;

D. Banking Powers. To make, receive, and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan association, and other institutions, and to execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted;

E. Motor Vehicles. To apply for a Certificate of Title upon, and endorse and transfer title to, any automobile, truck, pickup, van, motorcycle, or other motor vehicle, and to represent such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment;

F. Business Interest. To conduct or participate in any lawful business of whatever nature for me and in my name; to execute partnership agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employ officers, directors and agents; to carry out the provisions of any agreement for the sale of any business interest to the stock therein; and to exercise voting rights with respect to stock, either in person or by proxy, and to exercise stock options;

G. Tax Powers. To prepare, sign, and file joint or separate income tax returns or declarations of estimated tax for any year or years; to consent to any gift and to utilize any gift-splitting provision or other tax election; and to prepare, sign and file any claim for refund of any tax;

H. Safe Deposit Boxes. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my agent to exercise this power; and

I. Health Care. For the purposes of this document, "health care decision" means consent, refusal of consent, or withdrawal of consent to any care, treatment, service, or procedure to maintain, diagnose, or treat an individual's physical condition.

a) CREATION OF DURABLE POWER OF ATTORNEY FOR HEALTH CARE. By this document I intend to create and hereby do create a durable power of attorney for health care. This power of attorney shall not be affected by my subsequent incapacity.

b) GENERAL STATEMENT OF AUTHORITY GRANTED. Subject to any limitations in this document, I hereby grant to my agent full power and authority to make health care decisions for me to the same extent that I could make such decisions for myself if I had the capacity to do so. In exercising this authority, my agent shall make health care decisions that are consistent with my desires as stated in this document or otherwise make known to my agent, including but not limited to, my desires concerning obtaining or refusing or withdrawing life-prolonging care, treatment, services and procedures.

c) STATEMENT OF DESIRES, SPECIAL PROVISIONS, AND LIMITATIONS. In exercising the authority under this durable power of attorney

Robert K. Beck, Esq., ISB No. 2780
Robert K. Beck & Associates, P.C.
3456 East 17th Street, Suite 215
Idaho Falls, Idaho 83404
Email: jlbecklaw@ida.net
Telephone: (208) 524-2664
Facsimile: (208) 524-2707
Counsel for Plaintiff

IN THE SEVENTH JUDICIAL DISTRICT, COUNTY OF BONNEVILLE
IN AND FOR THE STATE OF IDAHO

DARIN BERGEMAN)	
	)	Case No.: CV-17- 1430
)	
Plaintiff,	)	AMENDED COMPLAINT
)	
v.)	
)	
SELECT PORTFOLIO SERVICING,)	
WMC MORTGAGE CORPORATION,)	
U.S. BANK NATIONAL ASSOCIATION,)	
ALLIANCE TITLE COMPANY,)	
SILVERCREEK REALTY GROUP,)	
MOHAMED ELABED and)	
JOHN DOES 1-6.)	
)	
Defendants.)	

THE PARTIES

1. Plaintiff, Darin Bergeman, is the lawful owner of property located at 1623 W 145 N., Idaho Falls, ID 83401. The property is a single family dwelling located in Bonneville County, State of Idaho. A copy of the executor's deed conveying title to plaintiff on March 7, 2012 is attached hereto as Exhibit "A."

2. Defendants, WMC Mortgage Corporation (hereafter referred to as "WMC") is a business entity who regularly conducts mortgage transactions and is authorized to do business within the State of Idaho. Plaintiff was informed and believes that WMC is

the named "Beneficiary" pursuant to the trust deed for the subject property dated October 28, 1998.

3. Defendants, U.S. Bank National Association (hereafter referred to as "U.S. Bank"), is a business entity who regularly conducts financial transactions within the State of Idaho. Plaintiff was informed and believes that the loan on the subject property was assigned to U.S. Bank by assignment recorded on May 12, 2016 in the records of Bonneville County, Idaho as Document No.: 1524257.

4. Defendants Select Portfolio Servicing (hereafter referred to as "Select"), is a business entity with a principle place of business located at Salt Lake City, State of Utah. Select regularly does business within the State of Idaho. Plaintiff was informed and believes that Select is the entity which acted as a servicer on behalf of the alleged beneficiaries. As servicer, Select ordered the foreclosure sale of the property located at 1623 W 145 N, Idaho Falls, ID 83401 which occurred on or about February 23, 2017.

5. Defendant, Alliance Title Company (hereafter referred to as "Alliance Title") is an Idaho Corporation engaged in the business of holding title to mortgages pursuant to a deed of trust and promissory note. By virtue of the above deed of trust, Alliance Title is often involved in pursuing non-judicial mortgage foreclosure proceedings in the State of Idaho. Alliance Title regularly conducts business within the State of Idaho. Attached hereto as Exhibits "B" and "C" are a copies of the Affidavit of Mailing of Trustee's Notice of Sale and Trustee's Notice of Sale dated October 6, 2016.

6. Defendant Silvercreek Realty Group (hereafter referred to as "Silvercreek Realty") is apparently an Idaho Corporation engaged in the real estate business. Plaintiff believes that Silvercreek Realty, through its employees or agents, erroneously purchased the plaintiff's property at a non-judicial foreclosure sale on or about February

23, 2017. Defendant Mohamad Elabed is an individual who has significant contacts with a real estate agent working through Silvercreek Realty.

7. Plaintiff believes that there are other defendants that he is unable to specifically identify herein at this time. As a result, plaintiff has listed other defendants pursued herein under the fictitious names of John Does 1 – 6. Plaintiff herein indicates his intent to amend this complaint to specifically name such defendants and enumerate their responsibility as soon as these defendants are ascertained. Each of said fictitiously named defendants herein are responsible in some manner for the wrongful acts as currently complained of herein.

8. The defendants, and each of them, at all relevant times herein, were and still are agents for one another, and are acting under the course and scope of their employment or agency thereof, with knowledge and consent of each other.

JURISDICTION AND VENUE

9. The transaction and events which are described in this complaint, for the most part, all occurred within the County of Bonneville, State of Idaho.

10. The physical address of the property identified herein is located at 1623 W 145 N, Idaho Falls, ID 83401. This property consists of a house and acreage and is also located within the County of Bonneville, State of Idaho.

GENERAL STATEMENT OF FACTS

11. The plaintiff as named herein is the sole heir and son of Karen Hansen. Since the death of his mother in 2006, the plaintiff has occupied and maintained the

subject property as his residence, making numerous repairs and improvements both structurally and aesthetically.

12. Plaintiff took possession of the property as identified herein sometime in 2006. At that time, the plaintiff made arrangements to satisfy any and all claims filed against the property and continued to make payments on the mortgage. Sometime in July of 2015, the plaintiff was convicted of a probation violation and was remanded to serve time in a State of Idaho Correctional Facility in or near the city of Boise, Idaho. At that time, the plaintiff was unable to continue working at his current job and attempted to make arrangements so that his family and friends could assist him in maintaining his home at the above address and to make payments on his mortgage. Regardless of the mortgage that was obtained by Karen Hansen, the defendants herein accepted payments and credited those payments to the mortgage held by them from 2006 until sometime in the fall of 2016, an approximate period of 10 years.

13. As a result of the death of Karen Hansen, the plaintiff did not assume the mortgage. Therefore, it appears that the actual bills for the mortgage payment were mailed to the above address as identified herein. The name of the party responsible to pay the mortgage is listed as the Estate of Karen Hansen. Attached hereto as Exhibit "D" is a copy of the current mortgage statement. By virtue of this statement, the defendants do acknowledge that they were aware that the plaintiff (or his agents) were making the payments. These defendants accepted the payments made by the plaintiff (or his agents) until the fall of 2016 (as may be indicated in Exhibit "D").

14. Regardless of the payments made by the plaintiff herein, or his agents, the defendants began foreclosure proceedings in October of 2016. As a result of being incarcerated, the plaintiff has been unable to speak with the defendants as named herein

or their agents. Therefore, the plaintiff appointed his father, Jerry Bergeman, to make arrangements to cure any default that might exist at the time the notice of foreclosure was initiated in the fall of 2016. Attached hereto as Exhibit "E" is a copy of a power of attorney designating Jerry Bergeman as attorney in fact for Darin Bergeman. By virtue of the aforementioned power of attorney, Mr. Bergeman has made numerous efforts to speak with the defendants herein. Any and all timely attempts to make arrangements to cure any default has been totally ignored by the defendants at this time.

COUNT ONE

**CLAIM FOR MISREPRESENTATION AND/OR
NEGLIGENT SUPERVISION**

15. The plaintiff re-alleges all facts as stated in paragraphs 1 through 14 of the complaint herein.

16. When the plaintiff herein has made attempts to discuss curing the above alleged default of mortgage payments, the defendants have employed the numerous tactics and excuses in an intentional effort to proceed with the above mentioned foreclosure. These tactics and excuses include, but are not limited to, the following acts:

- a. Refusing to discuss the current status of the mortgage foreclosure with anyone other than the executor of the estate of Karen Hansen even though the executor's deed had been issued to the plaintiff herein.
- b. Refusing to discuss the current status of the mortgage foreclosure even when provided a copy of the abovementioned power of attorney designating Jerry Bergeman as an appropriate agent for the plaintiff herein.

- c. Indicating, after numerous phone calls from Jerry Bergeman, that the defendants would accept a certain payment, including penalties and interest, from the plaintiff. Then refusing to accept a payment in the approximate amount of \$16,000.00 that was wired transferred to the defendants prior to the wrongful non-judicial foreclosure and sale conducted on February 23, 2017 in the Bonneville County Courthouse.
- d. Ignoring efforts by plaintiff's attorney to discuss the above payment and allowing the non-judicial foreclosure to proceed in spite of misrepresentations made by the defendants that the sale would be vacated.

17. Defendants have made numerous misrepresentations and have acted in a grossly negligent manner in that they provided no means for the plaintiff to resolve the issues as stated in the notice of trustee's sale.

COUNT TWO

**CLAIM FOR TRESSPASS, INTENTIONAL
INFLICTION OF EMOTIONAL DISTRESS AND NEGLIGENT
INFLICTION OF EMOTIONAL DISTRESS.**

18. The plaintiff re-alleges all facts as stated in paragraphs 1 through 17 of the complaint herein.

19. These defendants have engaged in a course of conduct that would constitute an intentional or negligent effort to take the real property of the plaintiff herein after receiving payments on the property from the plaintiff for a period of at least 10 years regardless of the payments made by Ms. Karen Hansen when she was alive. Furthermore, after knowingly engaging in an effort to conduct an invalid real estate foreclosure sale, these defendants appointed their agents, Silver Creek Realty and

Mohamed Elabed to enter on the premises and to wrongfully evict the plaintiff and his current tenants thereon.

20. Mr. Elabed has hired an attorney and is now pursuing an inappropriate eviction proceeding in the Magistrate Court of Bonneville County. Prior to initiating this eviction proceeding, Mr. Elabed was well aware that the plaintiff herein was seeking to set aside the foreclosure as above described. A hearing on the eviction as initiated by Mr. Elabed was held on Thursday, April 6, 2017. In that hearing, the Honorable Jason Walker, Magistrate Judge, determined that he would take the matter under advisement and set up another hearing to occur on Thursday, April 13, 2017. During the initial hearing, Mr. Elabed, through his attorney, has attempted to make arguments that would suggest that the Magistrate Court should make some sort of summary judgment ruling on this complaint as filed in the District Court at this time.

21. As a result, the plaintiff has suffered extreme emotional distress and continues to suffer the effect of this stress resulting in further emotional trauma and grief over the possible loss of his real and personal property.

COUNT FOUR

CLAIM FOR ATTORNEY FEES AND OTHER CAUSES OF ACTION

22. The plaintiff re-alleges all facts as stated in paragraphs 1 through 21 of the complaint herein.

23. It has been necessary for plaintiff to retain the law firm Robert K. Beck & Associates, P.C. to prosecute this action.

24. Plaintiff is entitled to reasonable attorney fees pursuant to Federal and State law.

25. Plaintiff hereby states his intent to amend the Complaint to make any needed corrections or to add any additional claims. Plaintiff also states his intent to add a claim for punitive damages in compliance with Idaho Code §6-1604 following discovery and/or at trial, and the failure to specifically plead entitlement to punitive damages herein does not constitute a waiver of the right to do so by amendment at a later date.

26. Plaintiff believes he has suffered damages in excess of two-hundred – thousand dollars (\$200,000.00) not inclusive of attorney fees.

PRAYER FOR RELIEF

WHEREFORE, plaintiff prays for judgment in his favor, declaratory relief and any other appropriate relief against the defendants, as follows:

1. That this Court award appropriate damages, special, general and consequential, in an amount to be determined at the trial of this action;
2. That this Court grant immediate injunctive relief against the defendant, Mohamed Elamed, and further direct him to cease and desist pursuing any effort to evict the plaintiff herein from possession and title to his property until such time as the Court allows an appropriate trial of this case.
3. That the bogus non-judicial foreclosure action as described herein be set aside and that the trustee's deed issued by the above defendants be nullified.
4. That the plaintiff be awarded reasonable attorney fees;

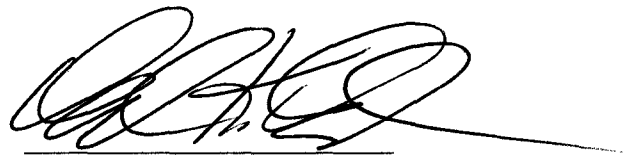
5. That plaintiff be awarded costs of prosecuting and presenting any evidence in this case in any legal proceeding (inclusive of non judicial proceedings) as initiated by the defendants herein.

6. That this Court award appropriate pre-judgment and post judgment interest;

7. That this Court award such other and further relief as the Court deems just and proper.

DATED this 10th day of April, 2017.

ROBERT K. BECK & ASSOCIATES, P.C.



Robert K. Beck

VERIFICATION

STATE OF IDAHO)
) :ss
COUNTY OF BONNEVILLE)

Jerry Bergeman, being first duly sworn upon oath, deposes and says:

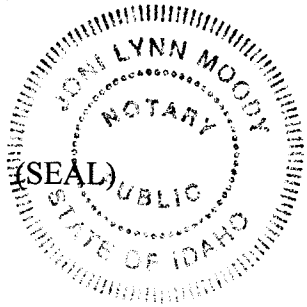
That he holds the power of attorney for the plaintiff in the above entitled action.

He is familiar with the facts of this case. He has read the amended complaint herein and testifies that same are true and accurate to the best of his knowledge.

Dated this 10 day of April, 2017

Jerry Bergeman
Jerry Bergeman, POA for Darin Bergeman

SUBSCRIBED AND SWORN to before me this 10 day of ~~March~~ April, 2017.



Jone Lynn Moody
Notary Public for the State of _____
Residing at: Resbury
My Commission Expires: 11-18-18

Instrument # 1411703
IDAHO FALLS, BONNEVILLE, IDAHO
3-9-2012 08:40:36 No. of Pages: 2
Recorded for: ROBERT BECK
RONALD LONGMORE Fee: 13.00
Ex-Officio Recorder Deputy
Index to: DEED

RL

EXECUTOR'S DEED

THIS INDENTURE, made this 7 day of March, 2012 between Donald K. Hansen, named as Executor of the Estate of Karen B. Hansen in the last will and testament of Karen B. Hansen (also designated by Karen B. Hansen as holding a power of appointment), hereafter referred to as "Seller;" and Darin Bergeman, the son of Karen B. Hansen, of the County of Bonneville, State of Idaho, hereinafter referred to as "Buyer."

WITNESSETH, that the Buyer, paid in hand consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America and other valuable consideration to the Seller, the receipt whereof which is hereby acknowledged, the Seller does by these presents grant, bargain, sell and convey unto the said Buyer, and to Buyer's heirs and assigns, forever, all the following described real estate, situated in the County of Bonneville, State of Idaho to wit:

Commencing at a point on the North line of Lot Six (6) in Section Two (2), Township Three (3) North, Range Thirty-Seven (37), E.B.M. 622, feet West of the Northeast Corner of said Lot Six (6); thence South 100 feet; thence West 200 feet; more or less, to the East Bank of the Snake River; thence Northwesterly along the East Bank of said Snake River to the North line of Lot Six (6); thence East 210 feet, more or less, to the point of beginning.

Also: Township 3 North, Range 37, E.B.M., Section 2, Lot 8.

Beginning at a point on the original meander line located approximately 480 feet Southeasterly of the original meander corner of Sections 2 and 35 (for the left bank); thence South approximately 265 feet; thence West approximately 145 feet to the left bank of the river; thence southeasterly along the left bank of the river for approximately 670 feet to intersection with original meander line at original meander corner of Sections 1 and 2; thence Northwesterly along original meander line for approximately 680 feet to the point of beginning.

Also: Township 3 North, Range 37 E.B.M., Section 2, Lot 8.

Beginning at a point on the original meander line located approximately 140 feet Southeasterly of the original meander line, thence southeasterly approximately 130 feet; thence South approximately 400 feet to the left

ORIGINAL

EXHIBIT A

bank of the river; thence Northerly along left bank to a point approximately 100 feet South of its intersection with the North Boundary of the township; thence East approximately 100 feet to the point of beginning.

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

TO HAVE AND TO HOLD, all and singular, the said premises, together with the tenements, hereditaments and appurtenances thereunto belonging, unto the said Buyers, their heirs or successors and assigns forever. Seller does hereby covenant to and with Buyer that he is the owner in fee simple of said premises and that Seller will warrant and defend the same from all lawful claims whatsoever. In construing this Deed and where the context so requires, the singular includes the plural and the masculine, the feminine and neuter.

IN WITNESS WHEREOF, the said Seller has hereunto set his hands and seals the day and year first above written.

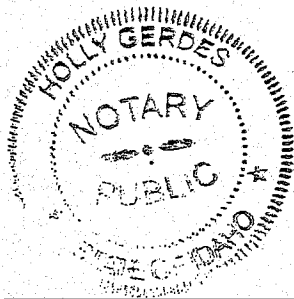
Dated this 7 day of March 2012.

By: *Donald K. Hansen*
Donald K. Hansen

STATE OF IDAHO)
) ss.
County of BONNEVILLE)

On this 7 day of March, 2012, before me, the undersigned, a Notary public in and for the State of Idaho, personally appeared Donald K. Hansen known to me, or proved to me upon satisfactory evidence, to be the person that executed the foregoing instrument, and that he was authorized to execute the same.

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



Holly Gerdes
Notary Public for Idaho
Residing at Blackfoot, Idaho
My commission expires March 13, 2015

Instrument # 1542778
 IDAHO FALLS, BONNEVILLE, IDAHO
 2016-12-30 03:27:21 PM No. of Pages: 11
 Recorded for: ROBINSON TAIT, P.S.
 PENNY MANNING Fee: \$40.00
 Ex-Officio Recorder Deputy DWoolf
 Index To: AFFIDAVIT OF SERVICE BY M
 Electronically Recorded by Simplifile

When recorded return to:
 Robinson Tait, P.S.
 901 Fifth Avenue, Suite 400
 Seattle, WA 98164

TS # 60243-00190-NJ-ID

AFFIDAVIT OF MAILING OF TRUSTEE'S NOTICE OF SALE

STATE OF WASHINGTON
 COUNTY OF KING

I, Bobby Powers, being first duly sworn, depose, say and certify that:

At all times hereinafter mentioned I was and now am a resident of the State of Washington, a competent person over the age of eighteen years, and not the Beneficiary or its successor in interest named in the attached original or copy of Trustee's Notice of Sale given under the terms of that certain Trust Deed described in said notice.

The Trustee's Notice of Sale, together with a copy of the recorded Notice of Default for the real property described in the attached Trustee's Notice of Sale was sent by mailing a copy thereof by certified mail, return receipt requested and first class mail to each of the following named persons at their last known address, to-wit:

Darin Bergeman
 1623 W 145th N
 Idaho Falls, ID 83401

ESTATE OF KAREN HANSEN
 1623 West 145 North
 IDAHO FALLS, ID 83401

Donald K. Hansen
 Executor of the Estate of Karen B. Hansen, aka Karen B. Powers
 1623 W 145th N
 Idaho Falls, ID 83401

Spouse of Darin Bergeman
 1623 W 145th N
 Idaho Falls, ID 83401

The Trustee's Notice of Sale for the real property described in the attached Trustee's Notice of Sale was sent by mailing a copy thereof by certified mail, return receipt requested and first class mail to each of the following named persons at their last known address, to-wit:

Occupants
 1623 West 145 North
 IDAHO FALLS, ID 83401

State of Idaho
 Health & Welfare Dept.
 Child Support Division
 P.O. Box 83720
 Boise, ID 83720-0036

The Heirs and Devisees of Karen B. Hansen, aka Karen B. Powers
1623 W 145th N
Idaho Falls, ID 83401

Said person(s) including the Grantor(s) in the Trust Deed, any successor in interest to the Grantor(s) whose interest appears of record or of whose interest the Trustee or Beneficiary has actual notice, and any persons requesting notice per I.C. 45-4511, and all junior lien holders.

Each of the notices mailed was a true copy of the original Trustee's Notice of Sale by Robinson Tait, P.S., the Trustee named in said notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States mail in Seattle, Washington on OCT 7, 2014.

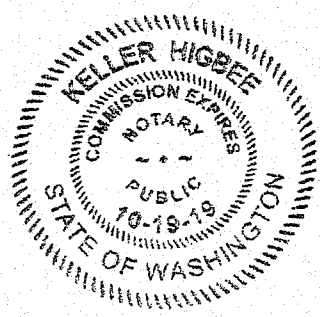
DATED: October 21^{BE}, 2016

By: [Signature]
Title: File Clerk
Robinson Tait, P.S.

State of Washington)
County of King)

I certify that I know or have satisfactory evidence that Bobby Erwin is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the authorized signatory of Robinson Tait, P.S. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and seal of office this 21 day of October, 2016 by Bobby Erwin



[Signature]
NOTARY PUBLIC in and for the State of Washington,
residing at Seattle County of King

Keller Higbee
(printed or typed name)

My appointment expires 10/19/19

2017/05/09 14:46:10 4

NOTICE REQUIRED BY IDAHO LAW

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.

10/17/2016 14:43:10 3/7/16

TRUSTEE'S NOTICE OF SALE

TS No.: 60243-00190-NJ-ID

Reference is made to that certain trust deed made by Karen Hansen, an unmarried person, as grantor, to Susan J. Robinson, Idaho Attorney as trustee, in favor of WMC Mortgage Corp as beneficiary, dated October 28, 1998, recorded November 2, 1998, in the mortgage records of Bonneville County, Idaho, as Document No. 981112, and assigned to U.S. Bank National Association, as indenture trustee, for the CIM 2015-1EC Trust, Mortgage-Backed Notes, Series 2015-1EC by assignment recorded on May 12, 2016 in the records of Bonneville County, Idaho, as Document No. 1524257, covering the following described real property situated in said county and state, to wit:

COMMENCING AT A POINT ON THE NORTH LINE OF LOT SIX (6) IN SECTION TWO (2), TOWNSHIP THREE (3) NORTH, RANGE THIRTY-SEVEN (37), E.B.M. 622 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT SIX (6); THENCE SOUTH 100 FEET; THENCE WEST 200 FEET, MORE OR LESS, TO THE EAST BANK OF THE SNAKE RIVER; THENCE NORTHWESTERLY ALONG THE EAST BANK OF SAID SNAKE RIVER TO THE NORTH LINE OF LOT SIX (6); THENCE EAST 210 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO: TOWNSHIP 3 NORTH, RANGE 37, E.B.M., SECTION 2, LOT 8.

BEGINNING AT A POINT ON THE ORIGINAL MEANDER LINE LOCATED APPROXIMATELY 480 FEET SOUTHEASTERLY OF THE ORIGINAL MEANDER CORNER OF SECTIONS 2 AND 35 (FOR THE LEFT BANK); THENCE SOUTH APPROXIMATELY 265 FEET; THENCE WEST APPROXIMATELY 145 FEET TO THE LEFT BANK OF THE RIVER; THENCE SOUTHEASTERLY ALONG THE LEFT BANK OF THE RIVER FOR

APPROXIMATELY 670 FEET TO INTERSECTION WITH ORIGINAL MEANDER LINE AT ORIGINAL MEANDER CORNER OF SECTIONS 1 AND 2; THENCE NORTHWESTERLY ALONG ORIGINAL MEANDER LINE FOR APPROXIMATELY 680 FEET TO THE POINT OF BEGINNING.

ALSO: TOWNSHIP 3 NORTH, RANGE 37 E.B.M., SECTION 2, LOT 8,

BEGINNING AT A POINT ON THE ORIGINAL MEANDER LINE LOCATED APPROXIMATELY 140 FEET SOUTHEASTERLY OF THE ORIGINAL MEANDER LINE, THENCE SOUTHEASTERLY APPROXIMATELY 130 FEET; THENCE SOUTH APPROXIMATELY 400 FEET TO THE LEFT BANK OF THE RIVER; THENCE NORTHERLY ALONG LEFT BANK TO A POINT APPROXIMATELY 100 FEET SOUTH OF ITS INTERSECTION WITH THE NORTH BOUNDARY OF THE TOWNSHIP, THENCE EAST APPROXIMATELY 100 FEET TO THE POINT OF BEGINNING.

PROPERTY ADDRESS: 1623 West 145 North, IDAHO FALLS, ID 83401

EXHIBIT C


There is a default by the grantor or other person owing an obligation or by their successor in interest, the performance of which is secured by said trust deed, or by their successor in interest, with respect to provisions therein which authorize sale in the event of default of such provision. The default for which foreclosure is made is grantors' failure to pay when due the following sums: monthly payments beginning February 1, 2015 through October 31, 2016 in the amount of \$11,869.23; plus late charges in the amount of \$221.34; plus other fees and costs in the amount of \$1,061.38; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following, to wit: \$30,942.62 with interest thereon at the rate of 9.99000 percent per annum beginning January 1, 2015 in the amount of \$5,486.81; plus escrow balance of \$10,493.22; plus other fees and costs in the amount of \$691.51; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described property and its interest therein; and prepayment penalties/premiums, if applicable.

WHEREFORE, notice is hereby given that the undersigned trustee will on February 23, 2017, at the hour of 01:00 PM, at Lobby of Law Enforcement Building, 605 N Capital Ave, Idaho Falls, ID 83402, in the City of Idaho Falls, County of Bonneville, State of Idaho, sell at public auction to the highest bidder for cash the interest in the real property described above, which the grantor had or had power to convey at the time of the execution by grantor of the trust deed together with any interest which the grantor or grantor's successors in interest acquired after the execution of the trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of the sale, including reasonable charges by the trustee.

In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by the trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

DATED: October 6, 2016


Printed Name: Craig Peterson

ISB # 9434

Robinson Tait, P.S.

901 Fifth Avenue, Suite 400

Seattle, WA 98164

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE RECEIVED A DISCHARGE OF THE DEBT REFERENCED HEREIN IN A BANKRUPTCY PROCEEDING, THIS LETTER IS NOT AN ATTEMPT TO

Instrument # 1534786
 IDAHO FALLS, BONNEVILLE, IDAHO
 2016-09-19 11:03:59 AM No. of Pages: 3
 Recorded for: ROBINSON TAIT, P.S.
 PENNY MANNING Fee: \$16.00
 Ex-Officio Recorder Deputy DVWolf
 Index To: NOTICE OF DEFAULT
 Electronically Recorded by Simplifile

After recording return to:
 Robinson Tait, P.S.
 901 Fifth Avenue, Suite 400
 Seattle, WA 98164

TS No.: 60243-00190-NJ-ID

NOTICE OF DEFAULT

Reference is made to that certain trust deed made by Karen Hansen, an unmarried person, as grantor, to Susan J. Robinson, Idaho Attorney as trustee, in favor of WMC Mortgage Corp as beneficiary, dated October 28, 1998, recorded November 2, 1998, in the mortgage records of Bonneville County, Idaho, as Document No. 981112, and assigned to U.S. Bank National Association, as indenture trustee, for the CIM 2015-1EC Trust, Mortgage-Backed Notes, Series 2015-1EC by assignment recorded on May 12, 2016 in the records of Bonneville County, Idaho, as Document No. 1524257, covering the following described real property situated in said county and state, to wit:

COMMENCING AT A POINT ON THE NORTH LINE OF LOT SIX (6) IN SECTION TWO (2), TOWNSHIP THREE (3) NORTH, RANGE THIRTY-SEVEN (37), E.B.M. 622 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT SIX (6); THENCE SOUTH 100 FEET; THENCE WEST 200 FEET, MORE OR LESS, TO THE EAST BANK OF THE SNAKE RIVER; THENCE NORTHWESTERLY ALONG THE EAST BANK OF SAID SNAKE RIVER TO THE NORTH LINE OF LOT SIX (6); THENCE EAST 210 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO: TOWNSHIP 3 NORTH, RANGE 37, E.B.M., SECTION 2, LOT 8.

BEGINNING AT A POINT ON THE ORIGINAL MEANDER LINE LOCATED APPROXIMATELY 480 FEET SOUTHEASTERLY OF THE ORIGINAL MEANDER CORNER OF SECTIONS 2 AND 35 (FOR THE LEFT BANK); THENCE SOUTH APPROXIMATELY 265 FEET; THENCE WEST APPROXIMATELY 145 FEET TO THE LEFT BANK OF THE RIVER; THENCE SOUTHEASTERLY ALONG THE LEFT BANK OF THE RIVER FOR

APPROXIMATELY 670 FEET TO INTERSECTION WITH ORIGINAL MEANDER LINE AT ORIGINAL MEANDER CORNER OF SECTIONS 1 AND 2; THENCE NORTHWESTERLY ALONG ORIGINAL MEANDER LINE FOR APPROXIMATELY 680 FEET TO THE POINT OF BEGINNING.

ALSO: TOWNSHIP 3 NORTH, RANGE 37 E.B.M., SECTION 2, LOT 8.

BEGINNING AT A POINT ON THE ORIGINAL MEANDER LINE LOCATED APPROXIMATELY 140 FEET SOUTHEASTERLY OF THE ORIGINAL MEANDER LINE. THENCE SOUTHEASTERLY APPROXIMATELY 130 FEET; THENCE SOUTH APPROXIMATELY 400 FEET TO THE LEFT BANK OF THE RIVER; THENCE NORTHERLY ALONG LEFT BANK TO A POINT APPROXIMATELY 100 FEET SOUTH OF ITS

1534786

84542778

INTERSECTION WITH THE NORTH BOUNDARY OF THE TOWNSHIP, THENCE EAST APPROXIMATELY 100 FEET TO THE POINT OF BEGINNING.

PROPERTY ADDRESS: 1623 West 145 North, IDAHO FALLS, ID 83401

The current trustee is Craig Peterson, a member of the Idaho state bar, of Robinson Tait, P.S., 901 Fifth Avenue, Suite 400, Seattle, WA 98164, telephone number (206) 676-9640 or toll free at 1 (855) 676-9640.

There is a default by the grantor or other person owing an obligation or by their successor in interest, the performance of which is secured by said trust deed, or by their successor in interest, with respect to provisions therein which authorize sale in the event of default of such provision. The default for which foreclosure is made is grantors' failure to pay when due the following sums: monthly payments beginning February 1, 2015 through September 26, 2016 in the amount of \$11, 278.02; plus late charges in the amount of \$221.34; plus other fees and costs in the amount of \$1,047.38; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following, to wit: \$30,942.62 with interest thereon at the rate of 9.99000 percent per annum beginning January 1, 2015 in the amount of \$5,205.98; plus escrow balance of \$10,382.55; plus other fees and costs in the amount of \$676.61; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described property and its interest therein; and prepayment penalties/premiums, if applicable.

Notice is hereby given that the beneficiary and trustee, by reason of said default, have elected and do hereby elect to foreclose the trust deed by advertisement and sale pursuant to I.C. 45-1502 to 45-1515, and to cause to be sold at public auction to the highest bidder for cash the interest in the described property which the grantor had, or had the power to convey, at the time grantor executed the trust deed, together with any interest the grantor or grantor's successors in interest acquired after the execution of the trust deed, to satisfy the obligations secured by the trust deed and the expenses of the sale, including the compensations of the trustee as provided by law, and reasonable fees of trustee's attorneys.

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In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals.

DATE: September 16, 2016

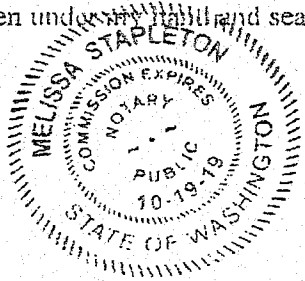
Craig Peterson

Printed Name: Craig Peterson, ISB #9434
Robinson Tait, P.S.
Trustee

State of Washington)
County of King)

On this day personally appeared before me Craig Peterson, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 16 day of September, 2016



Melissa Stapleton
NOTARY PUBLIC in and for the State of Washington,
residing at Kent County of King

Melissa Stapleton
(printed or typed name)

My appointment expires 10/19/19

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE RECEIVED A DISCHARGE OF THE DEBT REFERENCED HEREIN IN A BANKRUPTCY PROCEEDING, THIS LETTER IS NOT AN ATTEMPT TO IMPOSE PERSONAL LIABILITY UPON YOU FOR PAYMENT OF THAT DEBT. IN THE EVENT YOU HAVE RECEIVED A BANKRUPTCY DISCHARGE, ANY ACTION TO ENFORCE THE DEBT WILL BE TAKEN AGAINST THE PROPERTY ONLY.

10/17/03/09 4:40:10 10

Affidavit of Posting and/or Service

IN THE COURT OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF BONNEVILLE

Case Number: 60243-00190-NJ-ID Court Date: 2/23/2017 1:00 pm

Beneficiary:
SUSAN J ROBINSON IDAHO ATTORNEY AS
TRUSTEE IN FAVOR OF WMC MORTGAGE
CORP,

Service Documents:
NOTICE OF TRUSTEE'S SALE; NOTICE
OF DEFAULT; NOTICE REQUIRED BY
IDAHO LAW

vs.

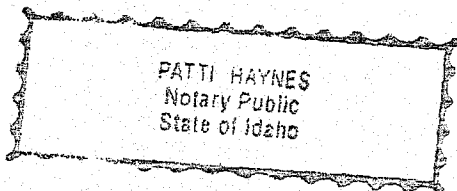
Grantor:
KAREN HANSEN AN UNMARRIED PERSON,

Received by Robinson Tait, PS on the 24th day of October, 2016 at 5:14 pm to be served on KAREN HANSEN AND ALL OTHER OCCUPANTS, 1623 WEST 145 NORTH, IDAHO FALLS, ID 83401.

I, Kathy Cook, being duly sworn, depose and say that on the 12th day of November, 2016 at 3:20 pm, I:

POSTED by attaching a true copy of the NOTICE OF TRUSTEE'S SALE; NOTICE OF DEFAULT; NOTICE REQUIRED BY IDAHO LAW with the date and hour of service endorsed thereon by me, to a conspicuous place on the property of the within named person's RESIDENCE at the address of: 1623 WEST 145 NORTH, IDAHO FALLS, ID 83401 after first attempting service. The first posting was on 10/27/2016 at 5:38 pm and a second posting on 11/4/2016 at 4:55 pm and a third posting on 11/12/2016 at 3:20 pm. This residence is POSSIBLY VACANT.

I certify that I am over the age of 18, have no interest in the above action, and am a Certified Process Server, in good standing, in the judicial circuit in which the process was served.



Subscribed and Sworn to before me on the 17th day of November, 2016 by the affiant who is personally known to me.

Patti Haynes
Notary Public

Idaho Falls
Residing in

10 July 2019
Commission Expires

Kathy Cook
Kathy Cook
Process Server

Robinson Tait, PS
901 Fifth Avenue
Suite 400
Seattle, WA 98164
(206) 876-3261

Our Job Serial Number: CCA-2016004761
Ref: 14-60243-00036

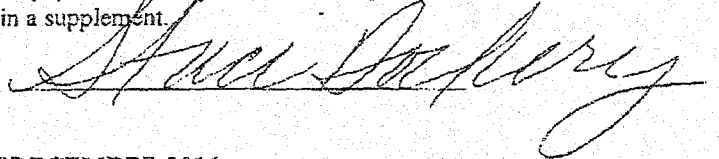
2017/03/09 14:40:10

Proof of Publication The Post Register

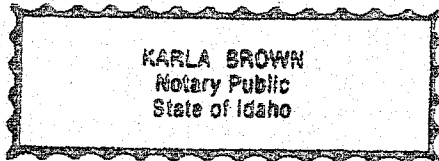
State of Idaho
County of Bonneville

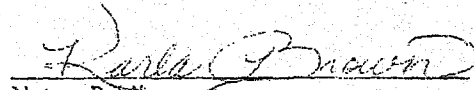
I, ~~Dawn Gianni~~, or Staci Dockery first being duly sworn, depose and say: That I am the Classified Manager, or Legal Notice Representative of The Post Company, a corporation of Idaho Falls, Bonneville County, Idaho, publishers of The Post Register, a newspaper of general circulation, published 6 days, Tuesday-Sunday, at Idaho Falls, Idaho; said Post Register being a consolidation of the Idaho Falls Times, established in the year 1890, The Idaho Register, established in the year 1880 and the Idaho Falls Post, established in 1903, such consolidation being made on the First day of November, 1931, and each of said newspapers have been published continuously and uninterruptedly, prior to consolidation, for more than twelve consecutive months and said Post Register having been published continuously and uninterruptedly from the date of such consolidation, up to and including the last publication of notice hereinafter referred to.

That the notice, of which a copy is hereto attached and made a part of this affidavit, was published in said Post Register for 4 consecutive (days) weeks, first publication having been made on the 26th day of NOVEMBER 2016 last publication having been made on the 17th day of DECEMBER 2016, and that the said notice was published in the regular and entire issue of said paper on the respective dates of publication, and that such notice was published in the newspaper and not in a supplement.



Subscribed and sworn to before me, this 17th day of DECEMBER 2016




Notary Public
My commission expires: 7/28/2022

attached jurat

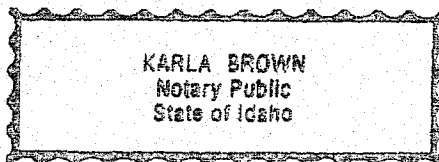
STATE OF IDAHO


ss.

COUNTY OF BONNEVILLE

On this 17th day of DECEMBER 2016, before me, the undersigned, a Notary public for said state, personally appeared ~~Dawn Gianni~~ or Staci Dockery, known or identified to me to be the person(s) whose name(s) is/are 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/she/they executed the same,

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




Notary Public for The Post Company
Residing: Idaho Falls, Idaho
Commission expires: 7/28/2022

EAST CORNER OF SAID LOT SIX (6); THENCE SOUTH 100 FEET; THENCE WEST 200 FEET, MORE OR LESS, TO THE EAST BANK OF THE SNAKE RIVER; THENCE NORTHWESTERLY ALONG THE EAST BANK OF SAID SNAKE RIVER TO THE NORTH LINE OF LOT SIX (6); THENCE EAST 240 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO, TOWNSHIP 3 NORTH, RANGE 37, E.B.M., SECTION 2, LOT 8.

BEGINNING AT A POINT ON THE ORIGINAL MEANDER LINE LOCATED APPROXIMATELY 490 FEET SOUTHEASTERLY OF THE ORIGINAL MEANDER CORNER OF SECTIONS 2 AND 35 (FOR THE LEFT BANK); THENCE SOUTH APPROXIMATELY 265 FEET; THENCE WEST APPROXIMATELY 145 FEET TO THE LEFT BANK OF THE RIVER; THENCE SOUTHEASTERLY ALONG THE LEFT BANK OF THE RIVER FOR

APPROXIMATELY 670 FEET TO INTERSECTION WITH ORIGINAL MEANDER LINE AT ORIGINAL MEANDER CORNER OF SECTIONS 1 AND 2; THENCE NORTHWESTERLY ALONG ORIGINAL MEANDER LINE FOR APPROXIMATELY 650 FEET TO THE POINT OF BEGINNING.

ALSO, TOWNSHIP 3 NORTH, RANGE 37 E.B.M., SECTION 2, LOT 8.

BEGINNING AT A POINT ON THE ORIGINAL MEANDER LINE LOCATED APPROXIMATELY 140 FEET SOUTHEASTERLY OF THE ORIGINAL MEANDER LINE, THENCE SOUTHEASTERLY APPROXIMATELY 130 FEET; THENCE SOUTH APPROXIMATELY 400 FEET TO THE LEFT BANK OF THE RIVER; THENCE NORTHERLY ALONG LEFT BANK TO A POINT APPROXIMATELY 100 FEET SOUTH OF ITS INTERSECTION WITH THE NORTH BOUNDARY OF THE TOWNSHIP, THENCE EAST APPROXIMATELY 100 FEET TO THE POINT OF BEGINNING.

PROPERTY ADDRESS: 1623 West 145 North, IDAHO FALLS, ID 83401

There is a default by the grantor or other person owing an obligation or by their successor in interest, the performance of which is secured by said trust deed, or by their successor in interest, with respect to provisions therein which authorize sale in the event of default of such provision. The default for which foreclosure is made is grantors failure to pay when due the following sums: monthly payments beginning February 1, 2015 through October 31, 2016 in the amount of \$11,869.23; plus late charges in the amount of \$221.34; plus other fees and costs in the amount of \$1,081.38; together

with title expense costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following, to wit: \$30,942.62 with interest thereon at the rate of 9.99000 percent per annum beginning January 1, 2015 in the amount of \$5,486.81; plus escrow balance of \$10,493.22; plus other fees and costs in the amount of \$691.51; together with title expense costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described property and its interest therein; and prepayment penalties/premiums, if applicable.

WHEREFORE, notice is hereby given that the undersigned trustee will on February 23, 2017, at the hour of 01:00 PM, at Lobby of Law Enforcement Building, 605 N Capital Ave, Idaho Falls, ID 83402, in the City of Idaho Falls, County of Bonneville, State of Idaho, sell at public auction to the highest bidder for cash the interest in the real property described above, which the grantor had or had power to convey at the time of the execution by grantor of the trust deed together with any interest which the grantor or grantor's successors in interest acquired after the execution of the trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of the sale, including reasonable charges by the trustee.

In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by the trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Robinson Tait, P.S.
901 Fifth Avenue, Suite 400
Seattle, WA 98164

Published: November 26, December 3, 10, and 17, 2016. (4901)

TRUSTEE'S NOTICE OF SALE

TS No.: 60243-00193-NJLD

Reference is made to that certain trust deed made by Karen Hansen, an unmarried person, as grantor, to Susan J. Robinson, Idaho Attorney as trustee, in favor of WMC Mortgage Corp as beneficiary, dated October 26, 1998, recorded November 2, 1998, in the mortgage records of Bonneville County, Idaho, as Document No. 981112, and assigned to U.S. Bank National Association, as indenture trustee, for the CIM 2015-1EC Trust, Mortgage-Backed Notes, Series 2015-1EC, by assignment recorded on May 12, 2016 in the records of Bonneville County, Idaho, as Document No. 1524257, covering the following described real property situated in said county and state, to wit:

COMMENCING AT A POINT ON THE NORTH LINE OF LOT SIX (6) IN SECTION TWO (2), TOWNSHIP THREE (3) NORTH, RANGE THIRTY-SEVEN (37), E.B.M., 622 FEET WEST OF THE NORTH-

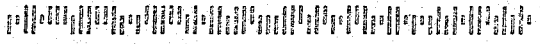
RECEIVED
DEC 27 2016

BY: _____

Customer Service: (800) 258-6602
Monday - Thursday 8:00AM - 11:00PM ET
Friday 8:00AM - 9:00PM ET
Saturday 8:00AM - 2:00PM ET

For other important information, see reverse side

Estate Of Karen Hansen
1623 W 145 N
Idaho Falls, ID 83401-5151



Account Number	7002504590
Property Address	1623 W 145 NORTH IDAHO FALLS ID 83401 5151
Loan Due Date	02/01/2015
Payment Due Date	03/01/2017
Amount Due	\$17,932.87

If payment is received after 03/16/2017, \$17.23 late fee will be charged.

Account Information	
Interest Bearing Principal	\$30,942.62
Deferred Principal	\$0.00
Outstanding Principal ¹	\$30,942.62
Interest Rate (Until May 2017)	9.990%
Prepayment Penalty	No

Explanation of Amount Due	
Principal	\$107.08
Interest	\$ 237.55
Escrow (Taxes and Insurance)	\$107.75
Regular Monthly Payment	\$452.38
Unpaid Late Charges	\$221.34
Other Charges and Fees	\$2,433.84
Charges / Fees this Period	\$682.07
Past Due Payment(s)	\$14,825.31
Unapplied Payment(s)	\$0.00
Total Amount Due	\$17,932.87

Transaction Activity (01/14/2017 to 02/15/2017)								
Date	Description	Principal Balance	Interest	Taxes & Insurance	Late Charges	Other Fees	Expenses Pd by Servicer	Total ¹
01/14	BEG BALANCE	\$30,942.62	\$6,208.04	\$10,935.90	\$221.34	\$8.17	\$1,743.60	\$50,059.67
01/26	PROP INSPECTION	0.00	0.00	0.00	0.00	0.00	15.00	15.00
01/26	FC COSTS	0.00	0.00	-0.00	0.00	0.00	667.07	667.07
02/14	HAZARD INS	0.00	0.00	110.67	0.00	0.00	0.00	110.67
02/15	ENDING BALANCE	\$30,942.62	\$6,208.04	\$11,046.57	\$221.34	\$8.17	\$2,425.67	\$50,652.41

Past Payments Breakdown		
	Paid Last Month	Paid Year To Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and insurance)	\$0.00	\$0.00
Fees and Other Charges	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	\$0.00
Total	\$0.00	\$0.00
Total Unapplied Balance	\$0.00	

****Delinquency Notice****

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure -- the loss of your home.

As of February 15, you are 745 days delinquent on your mortgage loan.

- * Payment due 02/2017: Unpaid payment of \$591.22.
- * Payment due 01/2017: Unpaid payment of \$591.22.
- * Payment due 12/2016: Unpaid payment of \$591.22.
- * Payment due 11/2016: Unpaid payment of \$591.21.
- * Payment due 10/2016: Unpaid payment of \$591.21.
- * Payment due 09/2016: Unpaid payment of \$591.21.

Total: \$17,932.87 due. You must pay this amount to bring your loan current.

SPS has completed the first notice or filing required to start a foreclosure.

If You Are Experiencing Financial Difficulty: See the back for information about mortgage counseling or assistance. Also, there are a number of options available to assist customers who are experiencing difficulty with their payments. Please contact us immediately to discuss these options, arrange a reinstatement or address any questions regarding the statement at (888) 818-6032.

Important Messages

¹ This amount is not a payoff quote. If you want a payoff quote, please see instructions on reverse side.

Any transactions that occurred after the statement date noted above will be reflected on your next statement.

This is an attempt to collect a debt. All information obtained will be used for that purpose.

We have paid Taxes and/ or insurance on your behalf and you are responsible to reimburse us for these amounts plus interest which may be billed at the note rate.

If there is a balance under Expenses Paid by Servicer, it means we have paid certain expenses on your behalf due to the delinquent status of your account. You are responsible to reimburse us for these amounts plus interest, which may be billed at the note rate.

EXHIBIT D

Important Mailing Address: Please include your account number on all correspondence.

Regular Payments Select Portfolio Servicing, Inc. Attn: Remittance Processing P.O. Box 65450 Salt Lake City, UT 84165	Overnight/Express Payments Select Portfolio Servicing, Inc. Attn: Cashiering Dept. 3217 S. Decker Lake Dr. Salt Lake City, UT 84119	Notice of Error or Information Request or Qualified Written Request Select Portfolio Servicing, Inc. P.O. Box 65277 Salt Lake City, UT 84165 Fax: (801) 270-7856	General Correspondence Select Portfolio Servicing, Inc. P.O. Box 65250 Salt Lake City, UT 84165	Check by Phone (800) 258-8602 Option 1	Bankruptcy Correspondence & Notices must be sent to: Select Portfolio Servicing, Inc. Attn: Bankruptcy Dept. P.O. Box 65250 Salt Lake City, UT 84165
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PAYMENT INSTRUCTIONS Paying your mortgage on time is an important obligation, so please pay on or before the payment due date. Payments are not considered paid until received and posted to your account. Please include the late charge in any payment made after the late payment due date noted on your statement. Postal delays do not result in a waiver of late charges, so please allow adequate time for mail service. If you don't pay on or before 3 p.m. MT on the payment due date, your loan will be considered delinquent. (NOTE: If you are currently sending all or part of your payment to the bankruptcy trustee, please disregard the Select Portfolio Servicing, Inc. payment address for that portion you are sending to the trustee.) We do not accept payments in cash.

APPLICATION OF PAYMENTS If you are current in making your payments, we will apply payments according to your Note. If you are delinquent, we apply payments to the oldest outstanding payments that are due under your Note.

LOAN REPRESENTATIVES If you would like to speak to someone about making a payment or payment arrangements, please call one of our loan representatives at (800) 258-8602 (Monday - Thursday, 8 a.m. - 11 p.m. ET; Friday, 8 a.m. - 9 p.m., ET; Saturday, 8 a.m. - 2 p.m. ET).

AUTOMATED CONVERSION OF YOUR CHECKS TO ACH DEBIT ENTRIES AND RETURNED CHECKS OR DEBITS When you provide us a check, you authorize us to use the information from your check to make a one time Electronic Funds Transfer from your bank account. When we use your check to make an Electronic Funds Transfer, funds may be withdrawn from your account quickly, as soon as the day we receive your check. You will not receive your check back from your financial institution. If there are insufficient funds in your account we will reverse the amount of any such returned payment that we had credited to your mortgage. You authorize us to charge you a fee of up to twenty-five dollars (\$25.00) as allowable by state law.

CREDIT REPORTING SPS furnishes information to consumer reporting agencies. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your Note and Mortgage. If you believe such information is inaccurate, you may call Customer Service at (800) 258-8602, submit a written Notice of Error to the P.O. Box listed above, or submit a dispute with the consumer reporting agency.

NOTICE OF ERROR OR INFORMATION REQUEST OR QUALIFIED WRITTEN REQUEST If you believe there has been an error with the account or you require additional information, you may send a written Notice of Error or Information Request. All Notices of Error or Information Requests must be sent to the address listed above in the important mailing addresses section, as this is our exclusive address under Federal Law for these matters. If you send your correspondence to any other address, it may not be processed in accordance with Federal Law.

HUD APPROVED HOUSING COUNSELORS The US Department of Housing and Urban Development (HUD) sponsors approved housing counseling agencies that provide free counseling services to citizens. Counselors can help you assess your financial situation and determine what options are available to you. To find a HUD approved counselor near you, call (800) 569-4287 or visit the HUD website at www.hud.gov/local/index.cfm. You may also be eligible for assistance from the Homeownership Preservation Foundation, which you may reach at (888) 995-HOPE (4673). SPS also works with housing counselors through Hope LoanPort® (www.hopeloanportal.org), and with customers through Homeowner Connect™ (www.homeownerconnect.org).

SPECIAL REQUEST AND ADDITIONAL FEES

Check by Phone or Website (EZPay)	Up to \$15.00
Returned Check Fee	Up to \$25.00
Express Mail Fee	Actual Charge Incurred

This fee schedule does not contain all fees that may be charged for services rendered. The actual fee charged to a particular customer may be different based upon certain requirements under state law, agency guidelines (e.g., FHA, VA) or other relevant criteria.

LOAN PAYOFFS Payoff information may be requested verbally by calling the Customer Service toll free number printed on this statement, by faxing your requests to (801) 269-4265 or by mailing your request to: P.O. Box 65250, Salt Lake City, UT 84165-0250. If you do not receive your payoff quote within 5 business days of placing your request, please call our Customer Service Department.

HOME OWNER INSURANCE You are required to maintain Homeowners Insurance (and if required, Flood Insurance), at all times during the term of your Mortgage and provide or ask your insurance agent each year to provide us copies of all renewal policies and invoices to the address shown below at least (30) days before the date your existing policy expires. It is important for you to remember that if we do not receive a copy of your renewal or replacement policy, SPS may obtain coverage to protect its interest in the property. The coverage provided for this insurance may be different and more expensive than your expired coverage. We will only do this after we have notified you of your failure to maintain coverage. It is possible we may obtain certain benefits from this insurance placement coverage.

All insurance information (including your account number) should be mailed or faxed to:
Insurance Service Center: PO Box 7277, Springfield, OH 45501 Fax (866) 801-8177.

REAL ESTATE TAX If you have established an escrow account with us for taxes, you should keep copies of any tax bills you receive for your personal records. We have engaged a Tax Service to receive your tax bills, and we will pay taxes out of your escrow account to the extent there are sufficient balances in your escrow account. If you receive any special assessment bills, you should send them to our Tax Service Center address shown below. Special bills include:

- An area defined as a "Homeowner Area" where your local tax office will not send us the tax bill
- Any special assessments on your property in addition to your regular Real-Estate tax bills
- Any adjustments to your tax bills

Tax Service Center: PO Box 3541, Covina, CA 91722

SPS CONSUMER OMBUDSMAN SERVICES If you have an unresolved issue with SPS, and you have exhausted other customer service options, please contact our Consumer Ombudsman Department at (866) 662-0035 or through other methods found on www.spservicing.com.

COMMON ABBREVIATIONS	
INT	Interest
FC or F/C	Foreclosure
BK	Bankruptcy
BPO	Broker Price Opinion
MISC DISB	Disbursement from escrow account for other than escrow item (E.g.: Analysis Refund, Payoff Refund)

This common abbreviations table does not contain all abbreviations that may appear in the "Activity this Period" section. For more information please refer to the Fee Schedule and Description document located at www.spservicing.com.

Customer Service : (800) 258-8602
Monday - Thursday 8:00AM - 11:00PM ET
Friday 8:00AM - 9:00PM ET
Saturday 8:00AM - 2:00PM ET

Statement Date: 02/15/2017
Page 3 of 3

Account Number 7002504590

Important Messages

Due to the delinquent status of your loan a property inspection and/or valuation report was ordered and you are responsible to reimburse us for the amounts plus interest, which may be billed at the note rate.

Under the Servicemembers Civil Relief Act if you or a family member has been deployed to active duty, you may be eligible for certain protections regarding your mortgage loan. Please contact us at (800) 258-8602 to discuss these protections.

* Loan Due Date: If this date is different from your Payment Due Date, it means that you are past due and owe payments from previous months.

Per IRS regulations all 2016 year end statements will be mailed no later than February 1, 2017. Year end information will be available via our automated voice response system on January 2, 2017. Duplicate year end statements can be obtained from our website www.spservicing.com after February 1, 2017.

DURABLE POWER OF ATTORNEY

I, Darin Ray Bergeman, the principal, residing in Idaho Falls, Idaho designate and appoint my father, Jerry Bergeman of Idaho Falls, ID, as my attorney in fact and agent in my name and for my benefit as follows:

1. GENERAL GRANT OF POWER. To exercise or perform any act, power, duty, right, or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction, or property, (real or personal, tangible or intangible) now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted:

A. Powers of Collection and Payment. To forgive, request, demand, sue for, recover, collect, receive, and hold all such accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement social security, insurance and other contractual benefits and proceeds, all documents of title, all property (real or personal), intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due owing, payable, or belonging to me or in which I have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable legal remedies and proceedings in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or the sufficient discharges for the same;

B. Power to Acquire and Sell. To acquire, purchase, exchange, or grant options to sell, and to sell and convey real or personal property, tangible or intangible, or interests therein, on such terms and conditions as my agent shall deem proper;

C. Management Powers. To maintain, repair, improve, invest, manage, insure, rent, lease, encumber and in any manner deal with, any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, in my name and for my benefit, upon such terms and conditions as my agent shall deem proper;

D. Banking Powers. To make, receive, and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan association, and other institutions, and to execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted;

E. Motor Vehicles. To apply for a Certificate of Title upon, and endorse and transfer title to, any automobile, truck, pickup, van, motorcycle, or other motor vehicle, and to represent such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment;

F. Business Interest. To conduct or participate in any lawful business of whatever nature for me and in my name; to execute partnership agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employ officers, directors and agents; to carry out the provisions of any agreement for the sale of any business interest to the stock therein; and to exercise voting rights with respect to stock, either in person or by proxy, and to exercise stock options;

G. Tax Powers. To prepare, sign, and file joint or separate income tax returns or declarations of estimated tax for any year or years; to consent to any gift and to utilize any gift-splitting provision or other tax election; and to prepare, sign and file any claim for refund of any tax;

H. Safe Deposit Boxes. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my agent to exercise this power; and

I. Health Care. For the purposes of this document, "health care decision" means consent, refusal of consent, or withdrawal of consent to any care, treatment, service, or procedure to maintain, diagnose, or treat an individual's physical condition.

a) **CREATION OF DURABLE POWER OF ATTORNEY FOR HEALTH CARE**. By this document I intend to create and hereby do create a durable power of attorney for health care. This power of attorney shall not be affected by my subsequent incapacity.

b) **GENERAL STATEMENT OF AUTHORITY GRANTED**. Subject to any limitations in this document, I hereby grant to my agent full power and authority to make health care decisions for me to the same extent that I could make such decisions for myself if I had the capacity to do so. In exercising this authority, my agent shall make health care decisions that are consistent with my desires as stated in this document or otherwise make known to my agent, including but not limited to, my desires concerning obtaining or refusing or withdrawing life-prolonging care, treatment, services and procedures.

c) **STATEMENT OF DESIRES, SPECIAL PROVISIONS, AND LIMITATIONS**. In exercising the authority under this durable power of attorney

BV CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of June 2017, the foregoing JUDGMENT OF DISMISSAL was entered and a true and correct copy was served upon the parties listed below by mailing, with the correct postage thereon, or by causing the same to be delivered to their courthouse boxes.

Counsel for Plaintiff:

Robert Beck
3456 E. 17th St. Ste. 215
Idaho Falls, Idaho 83404

Counsel for Defendants:

Steven Taggart
P.O. Box 3005
Idaho Falls, ID 83405

Elijah Watkins
101 S. Capitol Boulevard Ste. 1900
Boise, ID 83702

Penny Manning
Clerk of the District Court
Bonneville County, Idaho

by A. B. Boney
Deputy Clerk

2017 JUN -5 PM 2:06
DISTRICT COURT
7TH JUDICIAL DISTRICT
BONNEVILLE COUNTY ID

**IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE**

DARIN BERGEMAN,	)	Case No. CV-2017-1430
	)	Case No. CV-2017-1746
Plaintiff,)	
	)	OPINION AND ORDER ON
	)	PLAINTIFF'S MOTION TO
	)	CONSOLIDATE
vs.)	
)	
)	
SELECT PORTFOLIO SERVICING,)	
WMC MORTGAGE CORPORATION,)	
U.S. BANK NATIONAL ASSOCIATION,)	
ALLIANCE TITLE COMPANY,)	
SILVERCREEK REALTYGROUP,)	
MOHAMED ELABED AND JOHN DOES)	
1-6,)	
)	
Defendants.)	

This Opinion and Order is in response to Plaintiff's Motion to Consolidate case number CV-2017-1430 and CV-2017-1746.

**I.
FACTS AND PRCEDURAL HISTORY**

On February 23, 2017, Mohamed Elabed ("Mr. Elabed") purchased at a Deed of Trustee foreclosure sale a home located at 1623 W. 145 N. Idaho Falls, ID 83401 ("the property"). On March 02, 2017, Mr. Elabed was issued a Trustee's Deed on the property. On March 27, 2017, Mr. Elabed filed a Verified Complaint for Eviction in Bonneville County case number CV-2017-

1746 (“Eviction Action”). At the time of the eviction action, Leslie Billman was occupying the property.

Darin Bergeman (“Plaintiff”) asserts he is the former owner of the property. He filed case number CV-2017-1430 (“Foreclosure Action”) in Bonneville County naming Select Portfolio Servicing, J.P. Morgan Chase Bank, Alliance Title Company, Silvercreek Realty Group, Mohamed Elabed, and John Does 1-6 as defendants (“Defendants”), and alleges claims for misrepresentation and/or negligent supervision, trespass, intentional infliction of emotional distress, negligent infliction of emotional distress, and costs for attorney fees.

Plaintiff filed this motion seeking to consolidate the Eviction Action and the Foreclosure Action.

II. APPLICABLE LAW

A motion for consolidation is governed by I.R.C.P. 42(a):

(a) Consolidation. If actions before the court involve a common question of law or fact, the court may:

- (1) join for hearing or trial any or all matters at issue in the actions;
- (2) consolidate the actions; or
- (3) issue any other orders to avoid unnecessary cost or delay.

III. ANALYSIS

1. The Amended Foreclosure Complaint and Eviction Complaint are not compatible in law under I.R.C.P 42(a).

In order to consolidate cases, I.R.C.P. 42(a) requires a “common question of law or fact” which these cases lack. Here, the Foreclosure Complaint and Eviction action do not contain common questions of law. The Foreclosure Action concerns issues of misrepresentation, negligent supervision, trespass, intentional infliction of emotional distress, and negligent infliction of emotional distress. In contrast, the Eviction Action is governed by law dealing with

tenancy and eviction proceedings that fall under I.C. § 6-310 and I.C. § 45-1506(11). As there is no overlap of legal claims between the two matters, they are not compatible for consolidation.

2. The Amended Foreclosure Complaint and Eviction Complaint are not compatible in fact under I.R.C.P 42(a).


Neither are there common questions of fact between these two cases under I.R.C.P. 42(a). The Eviction Action is limited to Defendant Elabed's desire to evict the current tenants from the property. The Foreclosure Action on the other hand, pertains to the alleged wrongful foreclosure of the property including the Defendants failure to notice of the foreclosure proceedings and their right to foreclose on the defaulted loan. As there is no overlap of facts between the two matters, they are not right for consolidation.

**IV.
CONCLUSION**

Because there are no common questions of law or fact in these pending actions, Plaintiff's Motion to Consolidate is DENIED. Case number CV-2017-1746 will be referred back to the Magistrate Court for further proceedings.

IT IS SO ORDERED.

Dated this 5th day of June 2017.



Bruce L. Pickett.
District Judge

CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of June 2017 the OPINION AND ORDER ON PLAINTIFF'S MOTION TO CONSOLIDATE was entered and a true and correct copy was served upon the parties listed below by mailing, with the correct postage thereon, or by causing the same to be delivered to their courthouse boxes.

Counsel for Plaintiff:

Robert Beck
3456 E. 17th St. Ste. 215
Idaho Falls, Idaho 83404

Counsel for Defendants:

Steven Taggart
P.O. Box 3005
Idaho Falls, ID 83405

Elijah Watkins
101 S. Capitol Boulevard Ste. 1900
Boise, ID 83702

Penny Manning
Clerk of the District Court
Bonneville County, Idaho

by A. Barnes
Deputy Clerk

2017 JUN -5 PM 2:06
DISTRICT COURT
7TH JUDICIAL DISTRICT
BONNEVILLE COUNTY ID

**IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE**

DARIN BERGEMAN,	)	Case No. CV-2017-1430
)	
Plaintiff,)	
	)	OPINION AND ORDER ON
	)	DEFENDANT ELABED'S MOTION TO
	)	DISMISS
vs.)	
)	
)	
SELECT PORTFOLIO SERVICING,)	
WMC MORTGAGE CORPORATION,)	
U.S. BANK NATIONAL ASSOCIATION,)	
ALLIANCE TITLE COMPANY,)	
SILVERCREEK REALTYGROUP,)	
MOHAMED ELABED AND JOHN DOES)	
1-6,)	
)	
Defendants.)	
_____)	

This Opinion and Order is in response to Defendant SPS and Defendant Elabed's Motions to Dismiss.

**I.
FACTS AND PRCEDURAL HISTORY**

Defendant Select Portfolio Servicing ("Defendant SPS") was the loan servicer for a mortgage taken out by Karen Hansen on real property located at 1623 W. 145 N. Idaho Falls, ID 83401 ("the property").¹ Following her death in 2006, Darin Bergeman ("Plaintiff") received a

¹ Pl.'s Sec. Am. Compl. ¶ 4.

deed to the property from the executor of his mother's estate, but did not assume the mortgage to the property.²

On September 16, 2016, a notice of default was issued against the property. On December 30, 2016, a notice of trustee sale was recorded against the property.³ On February 15, 2017, Defendant SPS sent a monthly account statement notifying that \$17,932.87 was owed on the loan and that failure to bring the loan current may result in foreclosure.⁴

On February 23, 2017, a foreclosure sale was held and Mohamed Elabed ("Defendant Elabed") purchased the property.⁵ On March 09, 2017, Plaintiff filed case CV-2017-1430 alleging Defendants unlawfully foreclosed on the property.⁶

II. APPLICABLE LAW

The Idaho Supreme Court outlined the standard of review for Rule 12(b) motions to dismiss stating:

On a motion to dismiss, the court looks only at the pleadings, and all inferences are viewed in favor of the non-moving party. The question then is whether the non-movant has alleged sufficient facts in support of his claim which, if true, would entitle him to relief. Every reasonable intendment will be made to sustain a complaint against a motion to dismiss for failure to state a claim. The issue is not whether the plaintiff will ultimately prevail, but whether the party is entitled to offer evidence to support the claims.⁷

² Pl.'s Sec. Am. Compl. Ex. A, ¶¶ 12-13.

³ Pl.'s Sec. Am. Compl. Ex. C.

⁴ Pl.'s Sec. Am. Compl. Ex. D.

⁵ Pl.'s Sec. Am. Compl. ¶¶ 4,16,17,21.

⁶ Pl.'s Compl filed March 09, 2017.

⁷ *Owsley v. Idaho Indus. Comm'n*, 141 Idaho 129, 133, 106 P.3d 455, 459 (2005)(internal citations and quotations omitted).

III. ANALYSIS

This Opinion and Order addresses both Defendant SPS and Defendant Elabed's Motions to Dismiss because Plaintiff alleges that "[t]he defendants, and each of them, at all relevant times herein, were and still are agents for one another, and are acting under the course and scope of their employment or agency thereof, with knowledge and consent of each other."⁸ Thus for the purposes of this motion, Mr. Elabed and SPS are engaged in a principal/agent or co-agent relationship and may be responsible for the tortious acts of each other.⁹

1. Plaintiff's Claims for Misrepresentation and Negligent Supervision.

Count I of Plaintiff's Second Amended Complaint alleges causes of action for misrepresentation and negligent supervision.

A. MISREPRESENTATION

"To establish actionable fraud, also referred to as intentional misrepresentation, a plaintiff must prove the following elements: (1) a representation; (2) its falsity; (3) its materiality; (4) the speaker's knowledge of its falsity or ignorance of its truth; (5) his intent that it should be acted on by the person and in the manner reasonably contemplated; (6) the hearer's ignorance of its falsity; (7) his reliance on the truth; (8) his right to rely thereon; and (9) his consequent and proximate injury. The party alleging fraud must support the existence of each of the elements of the cause of action for fraud by pleading with particularity the factual circumstances constituting

⁸ Pl.'s Sec. Am. Compl. ¶ 8.

⁹ *Bailey v. Ness*, 109 Idaho 495, 497, 708 P.2d 900, 902 (1985) ("There are three separate types of agency, any of which are sufficient to bind the principal to a contract entered into by an agent with a third party, and make the principal responsible for the agent's tortious acts, so long as the agent has acted within the course and scope of authority delegated by the principal...").

fraud. Furthermore, the party alleging an action for fraud has the burden of proving all these elements at trial by clear and convincing evidence.¹⁰

Plaintiff's Second Amended Complaint fails to allege several elements of his misrepresentation claim with particularity. Specifically, Plaintiff failed to plead particular facts regarding Defendants' knowledge of the statement's falsity, that Defendants intended for Plaintiff to rely on the misrepresentation, Plaintiff's right to rely on that statement, or how he was injured from the alleged misrepresentation. "The party alleging fraud must support the existence of each of the elements of the cause of action for fraud by pleading with particularity the factual circumstances constituting fraud."¹¹ As Plaintiff failed to do so, his claim for misrepresentation must be dismissed against both Defendant SPS and Defendant Elabed.

B. NEGLIGENT SUPERVISION

"A negligent supervision claim is based upon the employer's own negligence in failing to exercise due care to protect third parties from the foreseeable tortious acts of an employee."¹²

"[A] negligent supervision claim is not based upon imputed or vicarious liability but upon the employer's own negligence in failing to exercise due care to protect third parties from the foreseeable tortious acts of an employee. [Also] negligent supervision liability encompasses conduct of the employee that is *outside* the scope of employment, at least if the employee is on the employer's premises or using an instrument or property of the employer."¹³

Here, Plaintiff has failed to allege that a recognized legal duty existed between himself, Defendant SPS and/or Defendant Elabed as required.¹⁴ Not only was there no duty alleged, but

¹⁰ *G & M Farms v. Funk Irr. Co.*, 119 Idaho 514, 518, 808 P.2d 851, 855 (1991).

¹¹ *Id.*

¹² *Mallonee v. State*, 139 Idaho 615, 622, 84 P.3d 551, 558 (2004) citing *Rausch v. Pocatello Lumber Co., Inc.* 135 Idaho 80, 86, 14 P.3d 1074, 1080(Ct.App.2000).

¹³ *Rausch v. Pocatello Lumber Co., Inc.*, 135 Idaho 80, 86, 14 P.3d 1074, 1080 (Ct. App. 2000).

¹⁴ *Podolan v. Idaho Legal Aid Servs., Inc.*, 123 Idaho 937, 946, 854 P.2d 280, 289 (Ct. App. 1993).

Plaintiff admits that he did not assume the mortgage of Karen Hansen after her death.¹⁵ Plaintiff has also failed to allege that the tortious actions of the defendants were foreseeable by a third party or the other named defendants. Nor has Plaintiff alleged that the defendants failed to exercise due care to protect other named defendants and/or third parties from those foreseeable tortious acts. Therefore this claim must be dismissed against Defendant SPS and Defendant Elabed.

Were this claim treated as one for negligent misrepresentation, the claim would also fail. Claims for negligent misrepresentation are extremely narrow in scope. The Idaho Supreme Court has stated that, “. . . except in the narrow confines of a professional relationship involving an accountant, the tort of negligent misrepresentation is not recognized in Idaho.”¹⁶ In this case, Plaintiff has not alleged that an accounting relationship existed between himself and either Defendant SPS or Defendant Elabed.

2. Plaintiff's Claims for Trespass, Intentional Infliction of Emotional Distress, and Negligent Infliction of Emotional Distress.

Count II of Plaintiff's Second Amended Complaint alleges causes of actions for trespass, intentional infliction of emotional distress, and negligent infliction of emotional distress.

A. TRESPASS

“Under Idaho law, trespass is the wrongful interference with the right of exclusive possession of real property.”¹⁷ “Idaho recognizes two common-law actions for trespass—trespass *quare clausum fregit* and trespass on the case.”¹⁸ “Trespass *quare clausum fregit* is an injury to the possession of real estate, and to recover under that theory one must be in either actual or constructive possession of the real property at the time of the trespass. Trespass on the case is

¹⁵ Pl.'s Sec. Am. Compl. ¶¶ 12-13.

¹⁶ *Duffin v. Idaho Crop Imp. Ass'n*, 126 Idaho 1002, 1010, 895 P.2d 1195, 1203 (1995).

¹⁷ *Moon v. N. Idaho Farmers Ass'n*, 140 Idaho 536, 541, 96 P.3d 637, 642 (2004).

¹⁸ *Mueller v. Hill*, 158 Idaho 208, 212-13, 345 P.3d 998, 1002-03 (2015), *reh'g denied* (Apr. 13, 2015).

injury to the land itself, and to recover under that theory one must have legal title to the real estate, or a reversionary interest therein, at the time of the injury to the real property.”¹⁹

In this case, Plaintiff has alleged that he is the lawful owner of the property, he took possession of the property in 2006, “defendant appointed their agents, Silver Creek Realty and Mohamed Elabed to enter on the premises and to attempt to wrongfully evict Plaintiff and his current tenant thereon,” and “Co-defendant Mr. Elabed, has entered on the property as described herein and has made numerous threats that he would take possession of the personal property of the plaintiff herein and begin various building projects on the property as a result of the issuance of a bogus trustee’s deed.”²⁰

Even treating these allegations as true, Plaintiff has failed to plead a cause of action for trespass. As to trespass *quare clausum fregit*, Plaintiff has failed to show that he was in either actual or constructive possession of the real property at the time of the trespass. To the contrary, at time of the alleged trespass Plaintiff had not assumed the mortgage of Karen Hansen, the mortgage had been defaulted, Plaintiff was in custody, and a foreclosure sale had taken place on the property.²¹ Regarding trespass on the case, Plaintiff must have legal title to the real estate at the time of the injury to the real property. First, for the reasons above, Plaintiff did not have legal title to the property. Second, Plaintiff did not allege an injury to the actual property. He alleges that Defendant Elabed threatened to take possession of and build various buildings on the property, but there are no allegations that those future threats actually injured the property.²²

Because Plaintiff’s Second Amended Complaint fails to provide a claim for trespass, both Defendant SPS and Defendant Elabed must be dismissed from this claim.

¹⁹ *Id.*

²⁰ Pl.’s Sec. Am. Compl. ¶¶ 1, 12, 19, 21.

²¹ Pl.’s Sec. Am. Compl. ¶¶ 12, 13; Exs. C, D.

²² Pl.’s Sec. Am. Compl. ¶ 21.

B. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

“To recover for intentional infliction of emotional distress, a plaintiff must show that (1) the defendant's conduct was intentional or reckless, (2) the conduct was extreme and outrageous, (3) there was a causal connection between the wrongful conduct and the plaintiff's emotional distress, and (4) the emotional distress was severe.”²³

Here, and as a matter of law, Plaintiff's allegations do not constitute reckless, extreme, or outrageous behavior. In Idaho, “[l]iability for this intentional tort is generated only by conduct that is very extreme. The conduct must be not merely unjustifiable; it must rise to the level of ‘atrocious’ and ‘beyond all possible bounds of decency,’ such that it would cause an average member of the community to believe that it was outrageous. Examples of conduct that has been deemed sufficiently extreme and outrageous by Idaho courts include: an insurance company speciously denying a grieving widower's cancer insurance claim while simultaneously impugning his character and drawing him into a prolonged dispute, *Walston v. Monumental Life Ins. Co.*, 129 Idaho 211, 219–20, 923 P.2d 456, 464–65 (1996), prolonged sexual, mental, and physical abuse inflicted upon a woman by her co-habiting boyfriend, *Curtis*, 123 Idaho at 605–07, 850 P.2d at 756–57, recklessly shooting and killing someone else's donkey that was both a pet and a pack animal, *Gill v. Brown*, 107 Idaho 1137, 1138–39, 695 P.2d 1276, 1277–78 (Ct.App.1985), and real estate developers swindling a family out of property that was the subject of their lifelong dream to build a Christian retreat, *Spence*, 126 Idaho at 773–74, 890 P.2d at 724–25.”²⁴

In this case, Plaintiff alleges that Defendant SPS and Defendant Elabed would not answer telephone calls, did not allow them to become current on the foreclosure action, conducted an

²³ *Johnson v. McPhee*, 147 Idaho 455, 464, 210 P.3d 563, 572 (Ct. App. 2009).

²⁴ *Id.*

invalid foreclosure sale, and sought to evict them from the premises. Even treating these allegations as true, these actions do not amount behavior that is atrocious and beyond all possible bounds of decency because Plaintiff admits that he did not assume the mortgage of Karen Hansen after her death and that the mortgage was in default at the time Defendant SPS foreclosed on the property. Defendants failure to answer phone calls, decision to foreclose on the property, and intent to evict Plaintiff from the property were legally sanctioned actions that cannot amount to extreme and/or outrageous behavior.

Therefore, Plaintiff's claim for intentional infliction of emotional distress is dismissed as to Defendant SPS and Defendant Elabed.

C. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

The elements of negligent infliction of emotional distress are: "(1) a legal duty recognized by law; (2) a breach of that duty; (3) a causal connection between the defendant's conduct and the plaintiff's injury; and (4) actual loss or damage. Additionally, there must be a physical manifestation of the plaintiff's emotional injury, which is designed to provide a degree of genuineness that claims of mental harm are not imagined."²⁵

First, Plaintiff failed to allege that a recognized legal duty existed between himself, Defendant SPS and/or Defendant Elabed. A negligent infliction of emotional distress claim must allege a legal duty recognized by law.²⁶ Here not only was such a duty was not alleged, but Plaintiff admits that he did not assume the mortgage of Karen Hansen after her death.²⁷ Plaintiff also failed to show a physical manifestation of his emotional injury.²⁸ Plaintiff alleges that he "suffered extreme emotional distress and continues to suffer the effect of this stress resulting in

²⁵ *Frogley v. Meridian Joint Sch. Dist. No. 2*, 155 Idaho 558, 569, 314 P.3d 613, 624 (2013).

²⁶ *Id.*

²⁷ Pl.'s Sec. A.m. Compl. ¶¶ 12-13.

²⁸ *Frogley*, 155 Idaho at 569.

further emotional trauma and grief over the possible loss of his real and personal property as inherited from his deceased mother.”²⁹ While Plaintiff’s emotional injuries are pled, a physical manifestation of that emotional injury is not.

As Plaintiff has failed to allege a legally recognized duty existed between himself Defendant SPS and/or Defendant Elabed, and has failed to allege a physical manifestation of his emotional injury, this claim must be dismissed against Defendant SPS and Defendant Elabed.

**IV.
CONCLUSION**

BASED ON THE FOREGOING, Defendant SPS and Defendant Elabed’s Motions to Dismiss are hereby GRANTED.

IT IS SO ORDERED.

Dated this 5th day of June 2017.



Bruce L. Pickett.
District Judge

²⁹ Pl.’s Sec. Am. Compl. ¶ 21.

CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of June 2017 the OPINION MOTIONS TO DISMISS was entered and a true and correct copy was served upon the parties listed below by mailing, with the correct postage thereon, or by causing the same to be delivered to their courthouse boxes.

Counsel for Plaintiff:

Robert Beck
3456 E. 17th St. Ste. 215
Idaho Falls, Idaho 83404

Counsel for Defendants:

Steven Taggart
P.O. Box 3005
Idaho Falls, ID 83405

Elijah Watkins
101 S. Capitol Boulevard Ste. 1900
Boise, ID 83702

Penny Manning
Clerk of the District Court
Bonneville County, Idaho

by *fd. Baerney*
Deputy Clerk

TRANSACTION REPORT

JUN/07/2017/WED 01:55 PM

BROADCAST

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2017 JUN -5 PM 2:06
 DISTRICT COURT
 7TH JUDICIAL DISTRICT
 BONNEVILLE COUNTY ID

**IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
 STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE**

DARIN BERGEMAN,

Plaintiff,

vs.

SELECT PORTFOLIO SERVICING,
 WMC MORTGAGE CORPORATION,
 U.S. BANK NATIONAL ASSOCIATION,
 ALLIANCE TITLE COMPANY,
 SILVERCREEK REALTYGROUP,
 MOHAMED ELABED AND JOHN DOES
 1-6,

Defendants.

Case No. CV-2017-1430

OPINION AND ORDER ON
 DEFENDANT ELABED'S MOTION TO
 DISMISS

This Opinion and Order is in response to Defendant SPS and Defendant Elabed's
 Motions to Dismiss.

**I.
 FACTS AND PRCEDURAL HISTORY**

Defendant Select Portfolio Servicing ("Defendant SPS") was the loan servicer for a
 mortgage taken out by Karen Hansen on real property located at 1623 W 145 N Idaho Falls ID

2017 JUN -5 PM 2:06
DISTRICT COURT
7TH JUDICIAL DISTRICT
BONNEVILLE COUNTY ID

**IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE**

DARIN BERGEMAN,)
)
Plaintiff,)
)
)
)
)
vs.)
)
)
SELECT PORTFOLIO SERVICING,)
WMC MORTGAGE CORPORATION,)
U.S. BANK NATIONAL ASSOCIATION,)
ALLIANCE TITLE COMPANY,)
SILVERCREEK REALTYGROUP,)
MOHAMED ELABED AND JOHN DOES)
1-6,)
)
Defendants.)
_____)

Case No. CV-2017-1430

JUDGMENT OF DISMISSAL

JUDGMENT IS ENTERED AS FOLLOWS: The Plaintiff's claims are hereby dismissed with prejudice against Defendants Select Portfolio Servicing and Mohamed Elabed.

IT IS SO ORDERED.

Dated this 5th day of June 2017.



Bruce L. Pickett
District Judge

BV CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of June 2017, the foregoing JUDGMENT OF DISMISSAL was entered and a true and correct copy was served upon the parties listed below by mailing, with the correct postage thereon, or by causing the same to be delivered to their courthouse boxes.

Counsel for Plaintiff:

Robert Beck
3456 E. 17th St. Ste. 215
Idaho Falls, Idaho 83404

Counsel for Defendants:

Steven Taggart
P.O. Box 3005
Idaho Falls, ID 83405

Elijah Watkins
101 S. Capitol Boulevard Ste. 1900
Boise, ID 83702

Penny Manning
Clerk of the District Court
Bonneville County, Idaho

by A. Baerney
Deputy Clerk

TRANSACTION REPORT

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2017 JUN -5 PM 2:06
 DISTRICT COURT
 7TH JUDICIAL DISTRICT
 BONNEVILLE COUNTY ID

**IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
 STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE**

DARIN BERGEMAN,

Plaintiff,

vs.

SELECT PORTFOLIO SERVICING,
 WMC MORTGAGE CORPORATION,
 U.S. BANK NATIONAL ASSOCIATION,
 ALLIANCE TITLE COMPANY,
 SILVERCREEK REALTYGROUP,
 MOHAMED ELABED AND JOHN DOES
 1-6,

Defendants.

Case No. CV-2017-1430

JUDGMENT OF DISMISSAL

JUDGMENT IS ENTERED AS FOLLOWS: The Plaintiff's claims are hereby dismissed
 with prejudice against Defendants Select Portfolio Servicing and Mohamed Elabed.

IT IS SO ORDERED.

Dated this 5th day of June 2017.

BONNEVILLE COUNTY
IDAHO FALLS, IDAHO
2017 JUL 13 PM 3:50

Robert K. Beck, Esq., ISB No. 2780
Robert K. Beck & Associates, P.C.
3456 East 17th Street, Suite 215
Idaho Falls, Idaho 83404
Email: jlbecklaw@ida.net
Telephone: (208) 524-2664
Facsimile: (208) 524-2707
Counsel for Plaintiff

IN THE SEVENTH JUDICIAL DISTRICT, COUNTY OF BONNEVILLE
IN AND FOR THE STATE OF IDAHO

DARIN BERGEMAN)	
	)	Case No.: CV-17- 1430
)	
Plaintiff/Appellant)	
	)	NOTICE OF APPEAL
v.)	
)	
SELECT PORTFOLIO SERVICING,)	
WMC MORTGAGE CORPORATION,)	
U.S. BANK NATIONAL ASSOCIATION,)	
ALLIANCE TITLE COMPANY,)	
SILVERCREEK REALTY GROUP,)	
MOHAMED ELABED and)	
JOHN DOES 1-6.)	
)	
Defendants/Respondent)	

TO: THE ABOVE NAMED RESPONDENT(S) AND THE PARTY'S ATTORNEY, STEVEN L. TAGGART AND ELIJAH M. WATKINS AND THE CLERK OF THE ABOVE-ENTITLED COURT.

NOTICE IS HEREBY GIVEN THAT:

1. The above named appellant, Darin Bergeman appeals against the above-named respondents to the Idaho Supreme Court from the order and final judgment of dismissal entered in the above-entitled action on the 5th day of June, 2017, the Honorable Bruce L. Pickett presiding.
2. That the party has a right to appeal to the Idaho Supreme Court, and the judgments or orders described in paragraph 1 above are appealable orders under and pursuant to Rule (11(a)(1)] I.A.R.

3. PRELIMINARY STATEMENT:

Appellant hereby states that the trial court made numerous errors and omissions inclusive of the following:

- In its opinion, the trial court recites various reasons to dismiss the complaint of the plaintiff as filed herein; however, the court has failed to consider the plaintiff's numerous allegations (inclusive of the defendant's admissions) that the defendants failed to comply with their own deed of trust which required them to cooperate with the plaintiff to cure any default as alleged by these defendants. These facts were specifically plead in the complaint as filed by the plaintiff and were ignored by the court when rendering its decision.

4. The appellant requests the preparation of the reporter's standard transcript as defined in Rule 25(C), I.A.R.)

5. The appellant requests the judicial clerk prepare the record as defined in Rule 28 I.A.R.(a)(b)(1)

5. I certify:

(a) that a copy of this notice of appeal has been served on each reporter of whom a transcript has been requested as named below:

Name: Mary Fox

(b) the transcript is requested for the hearing held on May 18, 2017 before the Honorable Bruce L. Pickett at 10:00 a.m. for the above entitled case. The plaintiff estimates that the transcript may be approximately 30 pages in length. A check for \$200.00 made payable to Mary Fox has been sent with this appeal

(b) That the clerk of the district court has been paid the estimated fee for preparation of the reporter's transcript.

(c) That the appellate filing fee has been paid.

(D) That service has been made upon all parties required to be served pursuant to Rule 20 (and the attorney general of Idaho pursuant to §67-1401(1), Idaho Code).

DATED THIS 13th day of July, 2017.



Robert K Beck
Attorney for the Appellant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 15th day of July, 2017, I served the original or a true and correct copy of the following described document on the parties listed below, by mailing, postage prepaid, or by causing the same to be hand delivered as noted:

DOCUMENT SERVED:

Withdraw of Motion to Reconsider

PARTIES SERVED:

Steven L. Taggart
MAYNES TAGGART, PLLC
PO Box 3005
Idaho Falls, ID 83403
Email: staggart101@gmail.com

Elijah M. Watkins
Anna E. Courtney
STOEL RIVES, LLP
101 S. Capitol Blvd., Suite 1900
Boise, ID 83702

METHOD OF SERVICE:

- Hand Delivery
- Mailing
- Facsimile
- Email

- Hand Delivery
- Mailing
- Facsimile
- Email



Robert K. Beck

2017 SEP 21 PM 1:41

JUDICIAL DISTRICT
BONNEVILLE COUNTY ID

Robert K. Beck, Esq., ISB No. 2780
Robert K. Beck & Associates, P.C.
3456 East 17th Street, Suite 215
Idaho Falls, Idaho 83404
Email: jlbecklaw@ida.net
Telephone: (208) 524-2664
Facsimile: (208) 524-2707
Counsel for Plaintiff

IN THE SEVENTH JUDICIAL DISTRICT, COUNTY OF BONNEVILLE
IN AND FOR THE STATE OF IDAHO

DARIN BERGEMAN)

Case No.: CV-17- 1430

Plaintiff,)

JUDGMENT

v.)


SELECT PORTFOLIO SERVICING,)
WMC MORTGAGE CORPORATION,)
U.S. BANK NATIONAL ASSOCIATION,)
ALLIANCE TITLE COMPANY,)
SILVERCREEK REALTY GROUP,)
MOHAMED ELABED and)
JOHN DOES 1-6.)

Defendants.)

This matter is dismissed with prejudice.

IT IS SO ORDERED.

Dated this 21st day of September, 2017.


Bruce L. Pickett
District Judge

Judgment - CV-2017-1430

RECEIVED

SEP 20 2017

TRANSACTION REPORT

SEP/21/2017/THU 03:44 PM

BROADCAST

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Sep 20 2017 09:09AM Beck Law Fax 2085242707

page 3

2017 SEP 21 PM 1:41

Robert K. Beck, Esq., ISB No. 2780
 Robert K. Beck & Associates, P.C.
 3456 East 17th Street, Suite 215
 Idaho Falls, Idaho 83404
 Email: jibecklaw@ida.net
 Telephone: (208) 524-2664
 Facsimile: (208) 524-2707
 Counsel for Plaintiff

77
2017 SEP 21 PM 1:41

IN THE SEVENTH JUDICIAL DISTRICT, COUNTY OF BONNEVILLE
 IN AND FOR THE STATE OF IDAHO

DARIN BERGEMAN

Plaintiff,

v.

SELECT PORTFOLIO SERVICING,
 WMC MORTGAGE CORPORATION,
 U.S. BANK NATIONAL ASSOCIATION,
 ALLIANCE TITLE COMPANY,
 SILVERCREEK REALTY GROUP,
 MOHAMED ELABED and
 JOHN DOES 1-6.

Defendants.

Case No.: CV-17- 1430

JUDGMENT

This matter is dismissed with prejudice.

IT IS SO ORDERED.

Dated this 21st day of September, 2017.



1 Mary Fox, CSR
2 Official Court Reporter
3 Seventh Judicial District
4 Bonneville County Courthouse
5 605 N Capital Ave
6 Idaho Falls, Idaho 83402
7 (208) 529-1350 Ext. 1194
8 E-Mail: mfox@co.bonneville.id.us

6 NOTICE OF TRANSCRIPT LODGED

8 DATE: November 1, 2017

9 To: Karel Lehrman, Clerk of the Court
10 Supreme Court / Court of Appeals
11 P.O. Box 83720
12 Boise, ID 83720-0101

12 SUPREME COURT DOCKET NO: 45338

13 DISTRICT COURT CASE NO: CV-2017-1430

14 CAPTION OF CASE:

15 DARIN BERGEMAN V SELECT PORTFOLIO SERVICING ET AL

16 You are hereby notified that a reporter's appellate
17 transcript in the above-entitled and numbered case has
18 been lodged with the District Court Clerk of the County
19 of Bonneville in the Seventh Judicial District. Said
20 transcript consists of the following proceedings,
21 totaling 54 pages:

22 1. Defendant's Motion for Summary Judgment, 5/18/2017

23 Respectfully,

24 

25 Mary Fox
CSR 1008, RPR

cc: District Court Clerk

**IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE**

DARIN BERGEMAN,)
)
 Plaintiff/Appellant,)
)
 v.)
)
 SELECT PORTFOLIO SERVICING,)
 WMC MORTGAGE CORPORATION,)
 U.S. BANK NATIONAL)
 ASSOCIATION, ALLIANCE TITLE)
 COMPANY, SILVERCREEK REALTY)
 GROUP, MOHAMED ELABED and)
 JOHN DOES 1-6,)
)
 Defendant/Respondents.)

Case No. CV-2017-1430

Docket No. 45338

**CLERK'S CERTIFICATION
OF EXHIBITS**

STATE OF IDAHO)
)
 County of Bonneville)

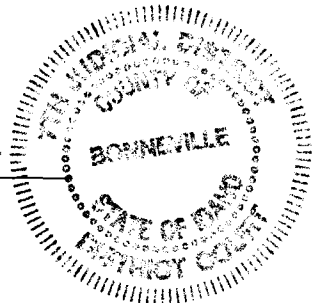
I, Penny Manning, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville, do hereby certify that the foregoing Exhibits were marked for identification and offered in evidence, admitted, and used and considered by the Court in its determination: NONE

And I further certify that all of said Exhibits are on file in my office and are part of this record on Appeal in this cause, and are hereby transmitted to the Supreme Court.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the District Court this 5th day of December, 2017.

PENNY MANNING
Clerk of the District Court

By: *Shirley D. Thomas*
Deputy Clerk



**IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE**

DARIN BERGEMAN,)
)
 Plaintiff/Appellant,)
)
 v.)
)
 SELECT PORTFOLIO SERVICING,)
 WMC MORTGAGE CORPORATION,)
 U.S. BANK NATIONAL)
 ASSOCIATION, ALLIANCE TITLE)
 COMPANY, SILVERCREEK REALTY)
 GROUP, MOHAMED ELABED and)
 JOHN DOES 1-6,)
)
 Defendant/Respondents.)

Case No. CV-2017-1430

Docket No. 45338

CLERK'S CERTIFICATE

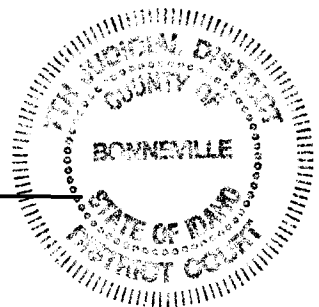
STATE OF IDAHO)
)
 County of Bonneville)

I, Penny Manning, Clerk of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville, do hereby certify that the above and foregoing Record in the above-entitled cause was compiled and bound under my direction and is a true, correct and complete Record of the pleadings and documents as are automatically required under Rule 28 of the Idaho Appellate Rules.

I do further certify that all exhibits, offered or admitted in the above-entitled cause, will be duly lodged with the Clerk of the Supreme Court along with the Court Reporter's Transcript (if requested) and the Clerk's Record as required by Rule 31 of the Idaho Appellate Rules.

IN WITNESS WHEREOF, I have hereunto set my hand affixed the seal of the District Court this 5th day of December, 2017.

PENNY MANNING
 Clerk of the District Court
 By: *Ann D. Thomas*
 Deputy Clerk



**IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE**

DARIN BERGEMAN,)
)
 Plaintiff/Appellant,)
)
 v.)
)
 SELECT PORTFOLIO SERVICING,)
 WMC MORTGAGE CORPORATION,)
 U.S. BANK NATIONAL)
 ASSOCIATION, ALLIANCE TITLE)
 COMPANY, SILVERCREEK REALTY)
 GROUP, MOHAMED ELABED and)
 JOHN DOES 1-6,)
)
 Defendant/Respondents.)

Case No. CV-2017-1430
Docket No. 45338

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 5th day of December, 2017, I served a copy of the Reporter's Transcript (if requested) and the Clerk's Record in the Appeal to the Supreme Court in the above entitled cause upon the following attorneys:

Robert H. Beck
3456 East 17th Street, Suite 215
Idaho Falls, ID 83404
Attorney for Appellant

Steven L. Taggart
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by depositing a copy of each thereof in the United States mail, postage prepaid, in an envelope addressed to said attorneys at the foregoing address, which is the last address of said attorneys known to me.

PENNY MANNING
Clerk of the District Court
By: *Jim O. Thomas*
Deputy Clerk

