

THEFT BY DECEPTION – Part II

The "Substitute Trustee's Deed"



TR 2010052035
2 PGS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

250 PR 947
TAYLOR, TX 76774
495-7111138
2008010905737

SUBSTITUTE TRUSTEE'S DEED

DEED OF TRUST DATE: October 29, 2004
DATE OF SALE OF PROPERTY: September 7, 2010

TIME OF SALE: 11:38 AM
PLACE OF SALE OF PROPERTY:
THE NORTHEAST BASEMENT DOOR IN THE NEW
ADDITION TO THE WILLIAMSON COUNTY JUSTICE
CENTER OR AS DESIGNATED BY THE COUNTY
COMMISSIONERS

GRANTEE/BUYER:
WELLS FARGO BANK, N.A.
GRANTEE/BUYER'S MAILING ADDRESS:
3476 STATEVIEW BLVD.
MACE X17801-014
FT. MILL, SC 29715

AMOUNT OF SALE: \$ 166,320.41

GRANTOR(S):
ALVIE CAMPBELL
JULIA CAMPBELL
ORIGINAL MORTGAGEE:
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC. ("MERS"), AS NOMINEE

CURRENT MORTGAGEE:
WELLS FARGO BANK, N.A.
MORTGAGE SERVICER:
WELLS FARGO BANK, N.A.

RECORDED IN:
CLERK'S FILE NO 2004085761

PROPERTY COUNTY/LEGAL DESCRIPTION: WILLIAMSON
LOT 3, DOVE MEADOW NORTH ACCORDING TO MAP OR PLAT THEREOF RECORDED IN CABINET X, SLIDE 293 OF THE
PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

Grantor conveyed the property to Trustee in trust to secure payment of the Note. Mortgagee, through the Mortgage Servicer, declared that Grantor defaulted in performing the obligations of the Deed of Trust. Current Mortgagee of the Note, through the Mortgage Servicer, accordingly has appointed Substitute Trustee and requested Substitute Trustee to enforce the trust.

Notices stating the time, place and terms of sale of the property were mailed, posted and filed, as required by law. Substitute Trustee sold the property to Buyer, who was the highest bidder at the public auction, for amount of sale in the manner prescribed by law. The subject sale was completed no earlier than 11:00AM as set forth in the Notice of Substitute Trustee's Sale and was concluded within three (3) hours of such time. All statutes, duties and obligations of Mortgagee were lawfully performed.

Substitute Trustee, subject to any matters of record, and for amount of sale paid by buyer as consideration, grants, sells and conveys to Buyer, Buyer's heirs, executors, administrators, successors or assigns forever, the property together with all rights and appurtenances belonging to Grantor Substitute Trustee hereby sells the above referenced property AS IS without any expressed or implied warranties, except as in warranties of title, and hereby conveys the property to the purchaser at the purchaser's own risk, pursuant to the terms of Texas Property Code §§ 51.602 and 51.609.

WITNESS MY HAND, this September 07, 2010.

John Latham
JOHN LATHAM, Notary Public for the State of TEXAS
Substitute Trustee

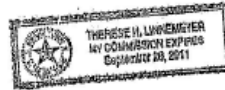
STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned Notary Public, on this day personally appeared JOHN LATHAM, ~~Notary Public for the State of TEXAS~~, known to me or proved to me through a valid State driver's license or other official identification described as _____ to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this September 07, 2010.

My Commission Expires:

Nancy E. Rister
Notary Public for the State of TEXAS
Printed Name of Notary Public



RETURN TO:
BARRITT DUFFIN FRAPPIER
TURNER & ENGEL, L.L.P.
15000 Surveyor Boulevard, Suite 100
Addicks, Texas 75001

Substitute Trustee's Deed (PMA)
StdTrusteeDeedCounty.txt - (06/04/2009) / Ver-19



CERTIFIED TO BE A TRUE AND
CORRECT COPY

NANCY E. RISTER, County Clerk
Williamson County

Page 1 of 3

Victim
STANDING

Third Party(s)
(Standing?)

Location of criminal activity

Innocent Purchaser?
(Standing?)

Amount larger than original
purchase price?

Third Party who conducted theft
of real Property.
(Accessory?)
(Standing?)

Return address
for documents
related to crime.
(Accessory?)

EXHIBIT
TEXAS PENAL CODE?
CH. 31?
CH. 32?

THEFT BY DECEPTION – Part II

The "Affidavit"

250 PR 947
TAYLOR, TX 76574

495-7111138
20080169805737

AFFIDAVIT

STATE OF TEXAS }
COUNTY OF DALLAS }

BEFORE ME, the undersigned authority on this day personally appeared Matthew Cunningham, who after being duly sworn, deposed and stated:

- I am an employee of National Default Exchange, LP, an affiliated service provider for BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, attorney for WELLS FARGO BANK, N.A. at the time of the events hereinafter set forth and make this affidavit for the purpose of declaring the incidents of statutory and contractual compliance of the entity or entities set out below.
- This affidavit is made with respect to the foreclosure of that certain Deed of Trust dated October 29, 2004, recorded in CLERK'S FILE NO. 2004086763, Real Property Records, WILLIAMSON, County, TEXAS, executed by:

ALVIE CAMPBELL
REJIA CAMPBELL
to GEORGE M. SHANKS, JR., Trustee(s) to secure payment of a Note to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE.
- WELLS FARGO BANK, N.A. is the Mortgage Servicer for WELLS FARGO BANK, N.A., the Mortgagee of the indebtedness secured by said Deed of Trust. The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a current servicing agreement with the Mortgagee.
- To the best of my knowledge and belief, proper notice of default was served prior to acceleration of the indebtedness. All obligations and duties of the Mortgage Servicer were performed in the manner required by law and all notices were served on each debtor at the last known address of each such debtor.
- To the best of my knowledge and belief, the mortgagors holding an interest in the above described property were not on active duty with any branch of the Armed Forces of the United States or were not protected by the Servicemembers Civil Relief Act or Texas Property Code Section 51.015 on the date of the Trustee's Sale and were alive on the date of such sale.
- At the instructions and on behalf of the Mortgage Servicer, notice of acceleration of indebtedness and Trustee's Sale was served on each debtor obligated on the debt, in strict compliance with the Texas Property Code, by certified mail at least twenty-one (21) days prior to the date therein specified for sale at the last known address of each such debtor.
- At the instructions and on behalf of the Mortgage Servicer, Notice of Trustee's Sale was filed with the County Clerk in the county or counties in which the subject property is situated and copies thereof posted at said courthouse(s) as required by law and in the manner specified by ordinance and custom.

DATED: September 07, 2010

STATE OF TEXAS }
COUNTY OF DALLAS }

Sworn to and subscribed before me, the undersigned Notary Public, on this day personally appeared Matthew Cunningham, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

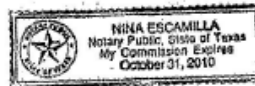
Given under my hand and seal of office this 7 day of September, 2010

My Commission Expires:

Matthew Cunningham
AFFIANT: Matthew Cunningham

Notary Public for the State of TEXAS

Printed Name of Notary Public



Admitting a conspiracy?
Hearsay?

Third party referring to original
lien for right to possession?
(Secured Party?)
(Standing?)

MERS = Note?
(negotiation?)
(Secured Party?)
TEX. L.G. C. 192.007 ?
(Standing?)

Wells Fargo Bank, N.A. =
Note?
(negotiation?)
(Secured Party?)
TEX. L.G. C. 192.007 ?
(Standing?)

Hearsay?
(Texas Rules of Evidence?)

Referring to
"Trustee"
from Deed
of Trust and
not the
alleged
"Substitute
Trustee"?

Return address
for documents
related to crime?
(Accessory?)

RETURN TO:
BARRETT DAFFIN FRAPPIER
TURNER & ENGEL, LLP
15000 Surveyor Boulevard, Suite 100
Addison, Texas 75001
AFFIDAVIT - 29db
Affidavit-BatchPrint.spt - (10/28/09) / Ver-11

TEXAS PENAL CODE?
CH. 31?
CH. 32?

UNIFIED TO BE A TRUE AND
CORRECT COPY
NANCY E. RISTER, County Clerk
Williamson County
Page 2 of 3

"The Real and Imaginary players"

THEFT BY DECEPTION – Part II

The Real Players;

Grantors:

Alvie Campbell ← Equitable Title holders
Julie Campbell

Grantee:

America Mortgage Network, DBA AMNET Mortgage

The Imaginary Players; (Secured Party and/or agent?)

Substitute Trustee;	John Latham
Original Mortgagee;	Mortgage Electronic registration systems, Inc.
Current Mortgagee;	Wells Fargo Bank, N.A.
Mortgage Servicer;	Wells Fargo Bank, N.A.
Grantee/Buyer;	Wells Fargo Bank, N.A.

To better understand this, it takes public land records and an understanding of Texas lien laws to do so and as I've stated before, Texas is a lien theory state; so if a perfected chain of title by an alleged "secured party" does not exist in the land records, it didn't happen. That simple.

Peace be with you,

If you've read "Theft by Deception" (TBD)¹, you probably realize theft of real property is taking place across Texas. As in TBD, the "Notice of Substitute Trustee Sale" pointed out the debt collector, and multiple "third parties", so does the Substitute Trustees Deed if you take notice. As you can see by the alleged colorable claim of the Trustee's Deed, third parties take Real Property.

These "actors" of the confidence game know how to play it well, especially in a Non-Judicial foreclosure state. Some of these confidence men/women clearly stated it in a "meeting of the minds".² How do they do it?

- (1) File a fraudulent document purporting to create a claim on the lien?
- (2) File an "Appointment of Substitute Trustee?"
- (3) Make claims of "Default" under the guise of some alleged secured party to the lien?
- (4) Auction off the Real Property "actors" made claim to?
- (5) Enjoy the profits from Real Property sale, "actors" had no vested interest to begin with?

¹ <http://www.ourlemon.com/docs/Theft-by-Deception.pdf>

² <http://www.supreme.courts.state.tx.us/jfrtf/pdf/110707transcript.pdf>

THEFT BY DECEPTION – Part II

Can you say; white collar crime. These actors are actually making a bad name for many good lawyers across the country, as one bad apple spoils the whole basket. Looks like a worm, wiggles like a worm, must be a....

It is up to the people of Texas to defend from this theft or it will continue and case law will work against those whom attempt to fight with “title theory” to defend what rightfully and lawfully belongs to the real property owner named in a Deed of Trust, a lien governed by “lien theory”, not “title theory”.

“Title Theory or Lien Theory – a difference”

TITLE THEORY³

*title theory.*Property law. The idea that **a mortgage transfers legal title** of the property to the **mortgagee**, who retains it until the mortgage has been satisfied or foreclosed. • Only a few American states — known as title states, title jurisdictions, or title-theory jurisdictions — have adopted this theory. Cf. LIEN THEORY. [Cases: Mortgages 136. C.J.S. Mortgages § 183.]

LIEN THEORY⁴

*lien theory.*The idea that **a mortgage resembles a lien**, so that the **mortgagee acquires only a lien on the property** and the **mortgagor retains both legal and equitable title** unless a valid foreclosure occurs. • Most American states — commonly called lien states, lien jurisdictions, or lien-theory jurisdictions — have adopted this theory. Cf. TITLE THEORY. [Cases: Mortgages 136. C.J.S. Mortgages § 183.]

A more in-depth explanation can also be found at Cornell University Law School website.⁵ Or for the Texans check out the U.T. law School website.

Texas is a “Lien Theory” state as is about 22 other states in the U.S. The rest are considered to be “Title Theory” states. There is a “BIG” difference between the two theory’s. Title theory deals with Title theory states, Lien theory deals with lien theory which makes it a bit different when an alleged “secured party” attempts to deceive not only the public officials in land recordation, but also the Courts, including (“JP”) and unless the victim⁶ does not realize these white collar criminals are using the very Judicial system of the state to be an accessory to the crime unbeknownst to the Judge, they will continue to lose.

“Good reading”

For those in the lien theory state like Texas, I found a good paper that might help one better understand a description of a Deed of Trust. Read “INS AND OUTS OF DEED OF TRUST

³ Black’s Law 8th Edition

⁴ Black’s Law 8th Edition

⁵ <http://www.law.cornell.edu/wex/Mortgage>

⁶ Homeowner’s Attorney, or *Pro Se*

THEFT BY DECEPTION – Part II

FORECLOSURES, Practical Tips for the Practitioner”, State Bar of Texas 27th ANNUAL ADVANCED REAL ESTATE LAW COURSE July, 2005, San Antonio by William H. Locke, Jr. As Mr. Locke wrote on page 6;

(Note: Emphasis was added by color. The wording is from the document.)

Status of the Secured Loan

Contract Rights Restricted by Statute.

Although the deed of trust reads as if it were a conveyance of the title to the mortgaged property and perhaps the collateral to the trustee "in trust," Texas law recharacterizes the transaction as creating merely a nonpossessory lien on the mortgaged property in favor of the mortgagee. The mortgagee is granted a power of sale exercisable through the trustee. Neither the trustee nor the mortgagee is deemed to have any present right of possession or legal title to the mortgaged property or collateral. Johnson v. Snell, 504 S.W.2d 397 (Tex. 1973); Humble Oil & Refining Co. v. Atwood, 244 S.W.2d 637 (Tex. 1951).

Additional authority on the nature of the deed of trust includes Carroll v. Edmondson, 41 S.W.2d 64 (Tex. Comm'n App. 1931, judgm't adopted); Armenta v. Nussbaum, 519 S.W.2d 673 (Tex. Civ. App.—Corpus Christi 1975, writ ref'd n.r.e.); Tarrant Savings Association v. Lucky Homes, Inc., 379 S.W.2d 386 (Tex. Civ. App.—Fort Worth 1964), rev'd on other grounds, 390 S.W.2d 473 (Tex. 1965); Pioneer Building & Loan Association v. Cowan, 123 S.W.2d 726 (Tex. Civ. App.—Waco 1938, writ dis'm'd judgm't cor.); Texas Loan Agency v. Gray, 34 S.W. 650 (Tex. Civ. App. 1896, writ ref'd).

The deed of trust is regarded as a contract binding the mortgagor, the trustee, and the mortgagee, also referred to as the beneficiary. The deed of trust usually is executed by the mortgagor only and not the trustee and the beneficiary. If the deed of trust conflicts with the statute, the statute controls. The conditions to exercising the power of sale and the manner of exercising the sale may be made more restrictive or burdensome by contract than the statute provides. See Ford v. Emerich, 343 S.W.2d 527 (Tex. Civ. App.—Houston 1961, writ ref'd n.r.e.); Fame v. Wilson, 192 S.W.2d 456 (Tex. Civ. App.—Galveston 1946, no writ).

There is more info in the paper, I wanted to get you to understand that Texas is a lien theory state. If a person gets talked into title theory they will not overcome. The Deed is a lien. It only belongs to a “secured party” only if certain conditions are met.

Another good read is Vernon’s “Texas Codes Annotated”;

<http://west.thomson.com/pdf/texas/PropT2App.pdf>

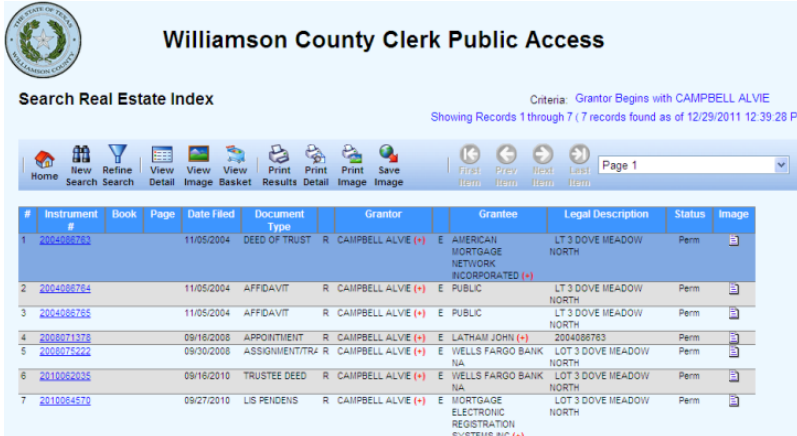
Lien Theory: Texas follows the “lien theory” of mortgages and deeds of trust, under which the creditor or the trustee, despite granting language in the instrument, is not regarded as the owner of the property securing the debt. Taylor v. Brennan, 621 S.W.2d 592, 593 (Tex. 1981); NCNB Tex. Nat'l Bank v. Sterling Projects, Inc., 789 S.W.2d 358, 359 (Tex. App.—Dallas 1990,

THEFT BY DECEPTION – Part II

writ *dism'd w.o.j.*). **Legal title does not pass from the mortgagor, and the mortgagee receives only a lien or equitable title.** *Flag-Redfern Oil Co. v. Humble Exploration Co.*, 744 S.W.2d 6, 8 (Tex. 1987); *First Baptist Church v. Baptist Bible Seminary*, 347 S.W.2d 587, 590–591 (Tex. 1961). A mortgagee ordinarily has no right of possession. The mortgagor remains entitled to possession of the land and is entitled to use the land without being accountable to the mortgagee, except for waste. *State v. First Interstate Bank*, 880 S.W.2d 427, 429–430 (Tex. App.–Austin 1994, writ denied); *NCNB Tex. Nat'l Bank v. Sterling Projects, Inc.*, 789 S.W.2d 358, 359 (Tex. App.–Dallas 1990, writ *dism'd w.o.j.*).

“Public Land Records”

The following is a screen shot of Public Records in Williamson County, Texas. These are instrument relating to my name. The affidavits are of something different and not of concern with the lien. However, notice Instrument(s); 2004086763, 200871378, 2008075222, 2010064570, as they reflect the trail of theft.



The screenshot shows the Williamson County Clerk Public Access website. The search criteria is 'Grantor Begins with CAMPBELL ALVIE', showing 7 records. The table below is a transcription of the records shown.

#	Instrument #	Book	Page	Date Filed	Document Type	Grantor	Grantee	Legal Description	Status	Image
1	2004086763			11/05/2004	DEED OF TRUST	R CAMPBELL ALVIE (+)	E AMERICAN MORTGAGE NETWORK INCORPORATED (+)	LT 3 DOVE MEADOW NORTH	Perm	
2	2004086764			11/05/2004	AFFIDAVIT	R CAMPBELL ALVIE (+)	E PUBLIC	LT 3 DOVE MEADOW NORTH	Perm	
3	2004086765			11/05/2004	AFFIDAVIT	R CAMPBELL ALVIE (+)	E PUBLIC	LT 3 DOVE MEADOW NORTH	Perm	
4	2008071378			09/18/2008	APPOINTMENT	R CAMPBELL ALVIE (+)	E LATHAM JOHN (+)	2004086763	Perm	
5	2008075222			09/30/2008	ASSIGNMENT/TR	R CAMPBELL ALVIE (+)	E WELLS FARGO BANK NA	LOT 3 DOVE MEADOW NORTH	Perm	
6	2010062035			09/16/2010	TRUSTEE DEED	R CAMPBELL ALVIE (+)	E WELLS FARGO BANK NA	LOT 3 DOVE MEADOW NORTH	Perm	
7	2010064570			09/27/2010	LIS PENDENS	R CAMPBELL ALVIE (+)	E MORTGAGE ELECTRONIC REGISTRATION SYSTEMS RIC (+)	LOT 3 DOVE MEADOW NORTH	Perm	

7

The basics: Looking at this from a lien theory perspective which is what Texas is; at conception of the mortgage loan two instruments that go together to create the secured debt, involved a Note for the debt to the originating Lender and a lien to that Lender to secure that debt. This is the conception of the “secured debt” and either according to contractual agreements with a title company or GSE, that secured debt’s deed of trust, a lien was initially recorded in land records where the real property is located. It really does not matter how it got there, it is there to provide “notice to the world” there is a secured party.

In Texas, once the lien is recorded, anything relating to the movement of the Note(negotiation), from the 1st secured party to the 2nd secured party that lien would be temporarily perfected for a short

⁷ <https://deed.wilco.org/RealEstate/SearchEntry.aspx?e=newSession>

THEFT BY DECEPTION – Part II

period of time, then a recordation of that lien would be required to continuously perfect the lien by the secured party according to Texas lien laws and Texas Local Government Code, Chapter 192 would also govern that movement, as the security(lien) follows the debt for it to be considered a “secured debt”. As an agent like MERS alleges does not meet the requirements of a secured party.

Take a look at Chapter 192, section 001; “Instrument to be Recorded”, “*the county clerk shall record each deed, mortgage, or other instrument that is required or permitted by law to be recorded.*”

As it is written, “the clerk shall record each “deed”, “mortgage”, or “other instrument” that is required or permitted by law to be recorded.

So what does this have to do with a “Trustee’s Deed”? A lot! Why? Texas lien laws and; Chapter 192, section 007; "RECORDS OF RELEASES AND OTHER ACTIONS", *(a) To release, transfer, assign, or take another action relating to an instrument that is filed, registered, or recorded in the office of the county clerk, a person must file, register, or record another instrument relating to the action in the same manner as the original instrument was required to be filed, registered, or recorded.*”

Make sense? As I stated, all it takes is the County Clerk’s records of the chain of title to see where defects may be. If it is not properly or lawfully recorded by a secured party, it didn’t happen. There are Laws in Texas and lien laws regarding who or what steps are taken to the conveyance of real property. To convey real property of a secured party, as an agent a Power of Attorney would be required. Is there a “Power of Attorney” recorded in the name of the “actor” who attempted to convey your real property? Is it limited/unlimited? When does/did it expire? However, the agent is not the secured party or principal of the alleged secured debt.

So, using what I have from Williamson County Clerk’s records, I should be able demonstrate why these third parties are not the secured party of interest. I’ve said it before, to better understand why an enormous amount of foreclosures have taken place, one might need to read “very closely” the “MEETING OF THE TASK FORCE ON JUDICIAL FORECLOSURE RULES”, dated November 7, 2007 on the Texas Supreme Courts website to understand that this was a planned scenario dating back prior to this meeting. You may come to realize that these “actors” have realized they cannot change legislature, but they can create rules and definitions to circumvent that Laws governing Real Property in Texas. But they forgot one! Lien Law.

“Laws that Govern” (contained within the Deed of Trust)

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

THEFT BY DECEPTION – Part II

“Definitions”

I need not go into the definitions in the Texas Property Code as this really does not matter as this was explained in “Foreclosure in Texas”⁸ on our website⁹.

“The Lien?”

Now, Let us look back at the Deed of Trust lien after the conception of the lien and after recordation. In my situation they are as follows;

1. Deed of Trust

a. GRANTOR

THIS DEED OF TRUST (“Security Instrument”) is made on OCTOBER 29, 2004 . The Grantor is
ALVIE CAMPBELL, AND JULIA CAMPBELL, HUSBAND AND WIFE.

GRANTOR¹⁰

grantor. 1. One who conveys property to another. [Cases: Deeds 10, 30. C.J.S. Deeds §§ 23,

b. GRANTEE

AMERICAN MORTGAGE NETWORK, INC. DBA AMNET MORTGAGE
which is organized and existing under the laws of DELAWARE , and whose
address is P.O. BOX 85463
SAN DIEGO, CA 92186
("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED THIRTY-SEVEN THOUSAND EIGHT HUNDRED THIRTY-SEVEN AND 00/100
Dollars (U.S. \$ 137,837.00).

GRANTEE¹¹

grantee. One to whom property is conveyed.

c. TRUSTEE

("Borrower"). The trustee is GEORGE M. SHANKS, JR.
1455 WEST LOOP SOUTH, SUITE 200, HOUSTON, TX 77027) ("Trustee").

TRUSTEE¹²

trustee (tr<<schwa>>s-tee), n.1. One who, having legal title to property, holds it in trust for the benefit of another and owes a fiduciary duty to that beneficiary. • Generally, a trustee's duties are to convert to cash all debts and securities that are not qualified legal investments, to reinvest the cash in proper securities, to protect and preserve the trust property, and to ensure that it is employed solely for the beneficiary, in accordance with the directions contained in the trust instrument. [Cases: Trusts 133, 171. C.J.S. Trovers and Conversion §§ 245–246, 318–320.]

⁸ <http://www.ourlemon.com/docs/Foreclosure%20in%20Texas.pdf>

⁹ <http://www.OurLemon.com>

¹⁰ Black's Law 8th Edition

¹¹ Black's Law 8th Edition

¹² Black's Law 8th Edition

THEFT BY DECEPTION – Part II

These are the parties to the lien as the secured party is allegedly recognized. At the time of filing, could this lien possibly be a perfected lien into a secured party's name?

Mortgage Electronic Registration Systems, Inc. ("MERS"), a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS; and ("Trustee"). The beneficiary is

INTRUDER ALERT! INTRUDER ALERT!

Here is where confusion sets in for most. There really is no need to go there because I find many, including Judges have no clue as to whom or what MERS is or does, and due to this ignorance¹³, many litigants lose their case and Real Property because those who utilize the MERS system in a Court of Law were trained on how to explain it by bearing false witness and pulling the unsuspecting opposing litigant into a "title theory" dispute that they cannot win. One might ask how the heck did they pull this off? Easy. It's called ignorance and manipulation or laws and/or rules. Could it also be fraud? So you don't need to argue about MERS. It is the secured party, not MERS an agent that matters in lien theory. But, if you must know a little about MERS;

"The "book entry system" illusion"

MERS 101

First, MERS is an eNote registration system.¹⁴ Look it up. (No need to go here. A secured lien is what is needed to foreclose).

Secondly, MERS clearly tell those in the know that the only use of MERS eRegistration is to allegedly become a member to accomplish task for trading/selling the alleged mortgage loans on Wall Street. (No need to go here. A secured lien is what is needed to foreclose. However, one might ponder the thought of how alleged mortgages in MERS meets the REMIC requirements).

Thirdly, the alleged member has only two tasks at hand; One: **Creation of an eNote**, Two: **Transfer the "rights" to an eNote**. That is what is called a mortgage servicer in the MERS world. (No need to go here as a secured lien is what is needed to foreclose).

I hope you are beginning to understand this whole mortgage mess, dating back to 2000 and even earlier was a huge "confidence game". Why do I say 2000? ESIGN¹⁵, it gave an illusion for alleged

¹³ Ignorance means lack of knowledge and nothing else. However, stupid has a different meaning.

¹⁴ <http://www.mbaa.org/files/Conferences/2006/LegalIssuesInMortgageTechnology2006/1of10GSEUpdateandMERS-BillHultman.pdf>

¹⁵ <http://www.ftc.gov/os/2001/06/esign7.htm>

THEFT BY DECEPTION – Part II

Negotiable Instruments in the electronic world of payment intangibles. Read “eNotes Are Not Legal” by James McGuire.¹⁶

So, forget about how MERS saves the lenders time and money and reduces paperwork by eliminating the recordation of assignments when they trade loans in the MERS eRegistry on alleged secured debts in Texas because Texas Local Government Code, §192.007 clearly states it **MUST** be recorded. However, the counties should be interested in learning about monies they’ve lost because of this “intangible” “book entry system”?

TEXAS IS A LIEN THEORY STATE

A transfer/assignment would be required to continue perfection of said lien from secured party No.1 to secured party No. 2 and/or any intervening secured party which memorializes the negotiation of the Note.¹⁷ MERS is not a secured party. MERS is an alleged agent. That does not cut the mustard with Texas laws.

DO NOT GET CAUGHT UP IN “TITLE THEORY” DISPUTE IN A “LIEN THEORY” STATE, NOR THE “INTANGIBLE” WORLD OF MERS.

It is a Lien.

So, the next question should be; “HOW DO THEY HAVE STANDING?”¹⁸

“The Spirit of the Lord is upon me, because he hath anointed me to preach the gospel to the poor; he hath sent me to heal the brokenhearted, to preach deliverance to the captives, and recovering of sight to the blind, to set at liberty them that are bruised.”

Peace be with you,

¹⁶ <http://www.ourlemon.com/docs/E-Notes%20are%20Not%20Legal.pdf>

¹⁷ TEX. Local Govt. Code §192.007. RECORDS OF RELEASES AND OTHER ACTIONS.

¹⁸ [To Stand or Not to Stand](#)