

Alvie Explains It ...

Assignment Fraud – Bifurcation

- This document is not a substitute for the advice of an attorney -

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Secured

Unsecured

**The
Understanding**

Alvie Campbell

The best you can get if there is bifurcation of the Security Instrument from the Negotiable Instrument is a money judgment, you cannot foreclose....

Well, It is a lot more than that.

To better comprehend this, you will need to learn about your Local, State and Federal Laws. Start with the Laws of your State and Local Governments. There are plenty of rabbit holes to go down there alone. Remember Alice in Wonderland?

YOU MUST UNDERSTAND, NONE OF THIS IS NOT A SUBSTITUTE FOR LEGAL ADVICE. THIS, my friends, is EDUCATION!

Here goes;

1. I/We (“Borrowers”) **NEGOTIATED** a loan with (Lender”)“American Mortgage Network (“AMNET”).
2. In that **NEGOTIATION**, I/We **SIGNED** a **NEGOTIABLE INSTRUMENT** with AMNET.
3. As **COLLATERAL**, (“Borrowers”)I/We **SIGNED** a **SECURITY INSTRUMENT** that rendered certain performances in the contract.

The **NEGOTIABLE INSTRUMENT: (AKA “NOTE”)**

1. The **NEGOTIABLE INSTRUMENT** listed the two **PARTIES INVOLVED** as; **(1)AMERICAN MORTGAGE NETWORK** (“Lender”) and **(2)Alvie and Julie Campbell** as (“Borrowers”).
2. In that **NEGOTIABLE INSTRUMENT**, I/we (“borrower”) **PROMISE** to pay to **AMERICAN MORTGAGE NETWORK** (“Lender”) a sum of money in return for a loan **I/we SECURED** with a **SECURITY INSTRUMENT**.
3. This **NEGOTIABLE INSTRUMENT** sets out the terms of the **NEGOTIATION**: the amount of the debt, the mortgage due date, the rate of interest, the amount of monthly payments, whether the lender requires monthly payments to build a tax and insurance reserve, whether the loan may be repaid with larger or more frequent payments without a prepayment penalty, and whether failing to make a payment or selling the property will entitle the lender to call the entire debt due.
4. This document is **ONLY** the **NEGOTIATION** for something of value. This being monetary.

The **SECURITY INSTRUMENT: (AKA “DEED OF TRUST”)**

1. In the **SECURITY INSTRUMENT** and upon default, (Borrower”)Alvie/Julie Campbell transfers (“conveys”) an interest in a **TITLE to REAL PROPERTY** to a certain **TRUSTEE** as a **SECURITY**.
2. In essence, (“Borrower”) Alvie/Julie Campbell are bound by this **SECURITY INSTRUMENT** until (“Borrower”)I/We repay the amount (“Borrower”)I/We **NEGOTIATED** with (“Lender”) **AMERICAN MORTGAGE NETWORK** in the **NEGOTIABLE INSTRUMENT**.
3. The three **PARTIES** involved in the **SECURITY INSTRUMENT** are the **(“Grantor”)**, Alvie/Julie Campbell (1), the **(“Trustee”)** George whatever his name(2), and the **(“Lender”)**, AMERICAN MORTGAGE NETWORK(3), and then there is an intrusive non-party,(a third party, you might say) the **(“Beneficiary/Nominee”)**, Mortgage Electronic Registrations Systems (**MERS**) who has no beneficial Ownership Right’s in either the **NEGOTIABLE INSTRUMENT** or the **SECURITY INSTRUMENT**.
4. This **(“SECURITY INSTRUMENT”)** **CONTRACT** is between **THREE PARTIES**. **GRANTOR, TRUSTEE** and the **LENDER**
5. This **SECURITY INSTRUMENT** **EVIDENCES** the “original” amount as **NEGOTIATED** in the **NEGOTIABLE INSTRUMENT**.

6. This **SECURITY INSTRUMENT** also identifies where the **REAL PROPERTY** is located that is being used as **COLLATERAL**.
7. This **SECURITY INSTRUMENT** provides the provisions, requirements and legal procedures.
8. This **SECURITY INSTRUMENT** provides the **POWER OF SALE** clause.
9. This **SECURITY INSTRUMENT** provides the **GOVERNING LAWS**.

Rule of thumb;

Two "O's" = Borrower (Obligor, Trustor, Mortgagor, etc.)

Two "E's" = Lender (Obligee, Mortgagee, Trustee, etc.)

BUSINESS & COMMERCE CODE

CHAPTER 3. NEGOTIABLE INSTRUMENTS

SUBCHAPTER A. GENERAL PROVISIONS AND DEFINITIONS

§ 3.103. DEFINITIONS.

(12) "Promise" means a written undertaking to pay money signed by the person undertaking to pay. An acknowledgment of an obligation by the obligor is not a promise unless the obligor also undertakes to pay the obligation.

WHAT TOOK PLACE

(ON OR ABOUT OCTOBER, 2004)

The "Borrower(s)" entered into **NEGOTIATION** with the "Lender". I/We ("**Borrower's**"), by executing a **NEGOTIABLE INSTRUMENT** and this **NEGOTIABLE INSTRUMENT** at the beginning of the "Borrowers" **NEGOTIATION** was to be a **SECURED DEBT** by the execution of the **SECURITY INSTRUMENT** and the **NEGOTIABLE INSTRUMENT together**.

The **NEGOTIABLE INSTRUMENT** and the **SECURITY INSTRUMENT** combined create a **SECURED DEBT**. These two "**INSTRUMENTS**" are inseparable without consequences.

At this point, the "Lender", **AMNET** is the **HOLDER IN DUE COURSE (HIDC)**(§ 3.302. HOLDER IN DUE COURSE)

Sometime in December, 2004, some "other" entity comes along and provides me with a **new account number** and says they are taking over. We assume this is ok. We make payments to them. These people call themselves the **MORTGAGE SERVICER**. They are not the "**PARTY**" to the "instrument" which I **NEGOTIATED**. Tex Bus and Com Code Article III, (§ 3.302. HOLDER IN DUE COURSE; (10) "Party" means a party to an instrument.)

PROPERTY CODE - TITLE 5. EXEMPT PROPERTY AND LIENS -SUBTITLE B. LIENS

CHAPTER 51. PROVISIONS GENERALLY APPLICABLE TO LIENS

(3) "Mortgage servicer" means the last person to whom a mortgagor has been instructed by the current mortgagee to send **payments for the debt secured by a security instrument**. A mortgagee **may** be the mortgage servicer.

At this point, ("Borrower's")I/We do not know whether the Debt is **SECURED or UNSECURED**. Very important.

BIFURCATION IN THE MAKING

(ON OR ABOUT SEPTEMBER, 2008)

PUBLIC RECORDS: <https://deed.wilco.org/RealEstate/SearchEntry.aspx>

PUBLIC RECORDS in Williamson County, Texas, reveal that document **#2008075222**, a "Notice of Assignment of Note and DEED of TRUST" was recorded on September 30, 2008 which memorialized a **TRANSER/ASSIGNMENT** of a **SECURITY INSTRUMENT** from Mortgage Electronic Registrations Systems (**MERS**) to **Wells Fargo Bank, N.A.** These "Parties" were not the "**ORIGINAL PARTIES INVOLVED**" and have provided no proof to show they had any rights to make the Transfer/Assignment.

According to **TEXAS LOCAL GOVERNMENT CODE 192.007**, they don't. They have not proved it.

This FILING and RECORDING in **PUBLIC RECORDS IS FRAUD ON PUBLIC RECORDS**. The "**ASSIGNOR**", **MERS**, was not the **Owner/Holder** or **Holder in Due Course (HIDC)** of the **NEGOTIABLE INSTRUMENT**. The **SECURED DEBT** is the **COMBINATION** of the **NEGOTIABLE INSTRUMENT** which is secured by the **SECURITY INSTRUMENT**. The **NEGOTIABLE INSTRUMENT DOES NOT IDENTIFY MERS** as one of the **PARTIES INVOLVED**. **MERS has NO LEGAL AUTHORITY** to record this into **PUBLIC RECORD** unless **MERS** has perfected the proper negotiation of the **NEGOTIABLE INSTRUMENT** to achieve such rights as **Owner/Holder** of the **NEGOTIABLE INSTRUMENT**.

According to document number **#2008075222**, recorded in Williamson County public records, MERS, without having a beneficial ownership rights in the **NEGOTIABLE INSTRUMENT**, Assigned the **SECURITY** to a **3rd party**.

MERS "ASSIGNMENT of NOTE and DEED of Trust" offers to you, the **PUBLIC**, the **PROOF** required to show Bifurcation of the **NEGOTIABLE INSTRUMENT** from the **SECURITY INSTRUMENT** and has created a **NULLITY** of the **SECURITY INSTRUMENT**. **MERS** has now converted the **SECURED DEBT** into A **NON-SECURED DEBT**. This renders the **POWER OF SALE** clause contained within the **SECURITY INSTRUMENT** out of reach of the **NEGOTIABLE INSTRUMENT** as such **SECURITY INSTRUMENT** a **NULLITY**. Through this attempt of "**ASSIGNMENT**" of the **SECURED DEBT**, **MERS** has **DESTROYED** the **SECURED DEBT** by **BIFURCATION**.

Although **MERS** or **Wells Fargo** may claim recordation of the "**ASSIGNMENTS**" which reflects the negotiation of the **NEGOTIABLE INSTRUMENT**, are not a required action in regards to the **Texas Business and Commerce Code** and the **Texas Property Code**, both MERS and Wells Fargo have failed to review the "**SECURITY INSTRUMENT**", Section 14. (**Governing Laws; Severability**)," This **SECURITY INSTRUMENT** shall be governed by Federal law and the law of the jurisdiction in which the property is located".

The **FILING** of the "DEED of TRUST" was a **willful voluntary act** executed that was required by **3rd party contract**, Title Companies, Fannie Mae, Freddie Mac as examples. The Texas Property Codes states that they "**MAY**" and so they did.

Both MERS and Wells Fargo **FAILED** to follow **TEXAS LOCAL GOVERNMENT CODE 192.007**;

§ 192.007. 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.

(b) An entry, including a marginal entry, may not be made on a previously made record or index to indicate the new action.

Added by Acts 1989, 71st Leg., ch. 1248, § 53, eff. Sept. 1, 1989.

MERs, nor WELLS FARGO have any legal authority to **FORECLOSE** on "Borrower's" **REAL PROPERTY** due to the **SEPERATION** or **BIFURCATION** of the **NEGOTIABLE INSTRUMENT** and the **SECURITY INSTRUMENT**.

"**Borrower's**" have not denied that they do not owe the **DEBT**.

However, the rightful owner of the **NON-SECURED** debt is not present before this court and even if they may attempt to produce a **JUDGEMENT** upon **ALLEGED DEBTOR** by initiating legal collections against the "**UNSECURED NEGOTIABLE INSTRUMENT**". They might be able to achieve a money Judgment but they cannot **FORECLOSE ON THE HOME**.

I hope you understood this article. I pray that you learn how to defend yourself from the Wolves.

I thank all those involved in my learning process.

Maybe it was an adventure? I do know it was by Divine design. I know they are doing whatever they want and know not what they do. It is time to fight back.

**Look for Articles and Charts at: www.Scribd.com/AlvieC
For convenience, some are listed below.**

Underlying Collateral

<http://www.scribd.com/doc/32067085/Underlying-Collateral-The-easy-to-read-and-understand-version>

Custody – Where is the Note

<http://www.scribd.com/doc/32462283/Custody-Where-is-the-Paper-Note>

“In GOD We Trust” In GREED We Take”

<http://www.scribd.com/doc/32494896/In-God-We-Trust-In-Greed-We-Take>

NSHAN – Have a Note

<http://www.scribd.com/doc/32494896/In-God-We-Trust-In-Greed-We-Take>

What Follows What

<http://www.scribd.com/doc/31966191/WFW-R3>

Forall

<http://www.scribd.com/doc/32181795/Forall-R1>

Tangible - Intangible

<http://www.scribd.com/doc/31966218/Tangible-Intangible>

Real – Personal

<http://www.scribd.com/doc/31966206/Real-Personal-Property>

Real – Personal – Fannie Mae – Freddie Mac

<http://www.scribd.com/doc/31966195/Real-Personal-Fanfred>

Presentation

<http://www.scribd.com/doc/31967792/Presentation>