

The Mortgage

Part II – Un-Perfected

To this day, most do not comprehend what has taken place in the United States. Lawyers don't get it, Judges don't get it, and a lot of "Higher ups" in the banking industry don't get it.

eNotes are Not Legal! End of story.

I only know what they taught me.

You know the story of how people go about getting the loan to buy a home. Property, the laws call it.

I don't need to go there. But I will go to the Laws to educate the homeowner, investor, etc, about how the mortgage was forgiven by the banks, and let the reader decide how to approach this situation. Read our disclaimer.

As I have pointed out in "Alvie Explains It", my mortgage was bifurcated. The Security Instrument was separated from the Negotiable Instrument. By Law, it cannot be taken from me in a foreclosure. The "power of sale" clause is no longer enforceable.

The problem with that, is the Judge seemed to be for the banks. The Judge ignored the laws and decided to give it to the other side. It is not over yet. I don't care what the judge decided when he failed to uphold his judicial oath, the Deed of Trust is void. Nobody can put my secured debt back together again. Just like Humpty Dumpty.

In Texas, we are a "Non-Judicial" Foreclosure state. It means all the pretender lender has to do is file a "Notice of Trustee Sale" in public records, then have a trustee sale, on the date they assign in the "Notice". It all seems to be legal according to Texas Property Code, Section 51.

That is, until you pay attention to what you have. Your **Deed of Trust**.

In today's world, most are yelling "**Produce the Note**". Forget it, they eventually will. The Custodian has it somewhere. It's like digging around in all the junk in a crowded closet, what you're looking for usually turns up.

What they cannot do;

Is produce a secured debt, after they have bifurcated it. Legally, that is.

Do a loan modification, or refinance, just covers it up.

Is your secured debt bifurcated? It's up to you to find that out.

What I do know, the laws are not being followed, and homeowners' mortgages are being forgiven all

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over the country. But, the banks forgot to tell the homeowner that part.

Probably because they do not realize it either.

They don't even realize that they are selling worthless mortgage backed securities all over the world. Not just here in the good ole U.S. of A. Or, do they? That is another story. Have you seen the "Mortgage Fraud Envelope"?

Here's the deal.

When the borrower negotiates with the lender on a loan, they use collateral or "Title to Real Property", to ensure the Lender gets paid back. Nothing wrong with that. This is the "loan origination".

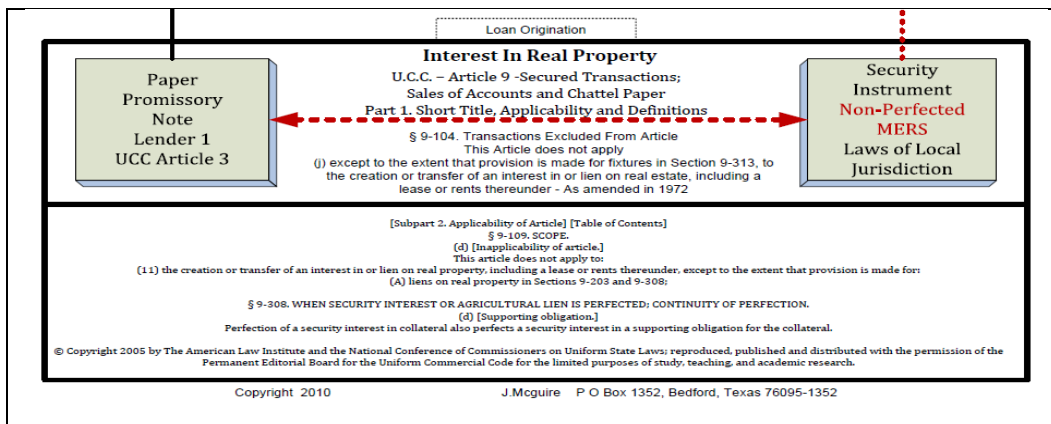
In the loan origination, "Interest in Real Property", consists of the paper security instrument and the paper negotiable instrument. Combined, they become a secured debt, if the laws are properly followed.

For the secured debt to be valid, the lender must record the security instrument in public record.

The rules the lender must pay attention to are Article 9, secured transactions, of the Uniform Commerce Code, specifically 9-104(j), 9-109(d)(11)(A), and 9-308(d), to ensure perfection is achieved. Article 9 also refers to the local laws of jurisdiction. In Texas, that is Chapter 192, Texas Local Government Code.

For the paper security instrument to be perfected in public records, the lenders name will be on both the paper security instrument and paper negotiable instrument. No other names on the security instrument would make this a valid set of instruments.

To better understand this, look at "What Follows What.pdf", if pictures say more than words.



As seen above, **Lender1** is not the party to both the paper "instruments", the "Interest in Real Property", the secured debt is not perfected. The Deed of Trust is void. Read, Learn, Understand.