

## **Open Eyes and Hear**

Listen very closely for what is fixing to be stated sounds as it is legal and in reality it is legal. Yes, the negotiable instrument can be endorsed by the endorser to “in blank” which in accordance to the Uniform Commercial Code Article 3 converts the negotiable instrument into a negotiable bearer instrument. In tandem the Security Instrument that is at origination attached and perfected to the negotiable instrument can be lawfully conveyed by a document titled as “Assignment of the Whatever name for the Security Instrument (Mortgage, Security Deed, Deed of Trust) or what ever name you want to call it in accordance to your state in blank and would not be required to be filed. So upon the previous, all subsequent transfers would follow the same procedure and would appear to be in compliance to law.

1. Originating Lender does have a legal right to convert an instrument into a “bearer instrument” by placing the endorser’s endorsement on the instrument.
2. Originating Lender in accordance to applicable law can also prepare an “Assignment of the Security Instrument” in blank and conveyed to the subsequent purchaser of the negotiable instrument.
3. Originating Lender can under principles of law become a custodian for the subsequent purchaser of the negotiable instrument and could also if applicable process and procedures are in place become an agent for the subsequent purchaser of the negotiable instrument with legal right to execute any lawfully rights the subsequent purchaser has purchased.
4. Originating Lender can also under Uniform Commercial Code Article 9 sell a financial interest in the mortgage loan (which consists of two parts, the negotiable instrument and the security attached and perfected) where such financial under UCC Article 9 is defined as an “intangible obligation.

5. Originating Lender's verbiage in the Security Instrument claims that the Security Instrument will detach from the negotiable instrument and perfect and attach to the intangible obligation.

Subsequent purchaser's of the intangible obligation lawyer's claiming that an assignment of a security securing the intangible obligation does not need to be filed of record is correct as such transfer of intangible rights and the security securing is defined within Article 9 of the Uniform Commercial Code.

Now it is time to be still and open eyes and hear.

6. Originating Lender does have a legal right to convert an instrument into a "bearer instrument" by placing the endorser's endorsement on the instrument. Issue here is when the endorser endorsement creates a bearer instrument by endorsing "in blank", there is no subsequent payee identified so as to anyone to contract an agency relationship.
7. Originating Lender in accordance to applicable law can also prepare an "Assignment of the Security Instrument" in blank and conveyed to the subsequent purchaser of the negotiable instrument. For states that require filing of record an assignment of secured lien rights, a party would need to be identified in the assignment of the security instrument filed and such identified party would also have to be identified by converting a bearer instrument back to a payable to order by identifying the subsequent payee (subsequent tangible Obligee.)
8. Originating Lender can under principles of law become a custodian for the subsequent purchaser of the negotiable instrument and could also if applicable process and procedures are in place become an agent for the subsequent purchaser of the negotiable instrument with legal right to execute any lawfully

rights the subsequent purchaser has purchased. Agency relationship could only be contracted with identified parties, as for the negotiable instrument, the subsequent identified payee, as for the security instrument, the identified subsequent payee identified as secured party in public records. But as both instrument, the tangible obligation (Note) and the tangible security instrument lack identifying party names, such agency relationship could not be assigned from the Originating Lender or from MERS as beneficiary in an agency relationship with the Originating Lender. Most if not all Security Instruments claim that MERS is an agent for subsequent owners, without identifying these subsequent owners, the agency relationship fails by fact of law.

9. Originating Lender can also under Uniform Commercial Code Article 9 sell a financial interest in the mortgage loan (which consists of two parts, the negotiable instrument and the security attached and perfected) where such financial under UCC Article 9 is defined as an “intangible obligation. Here the mortgage loan is reduced of value in direct proportion to the amount of the intangible value create.
10. Originating Lender’s verbiage in the Security Instrument claims that the Security Instrument will detach from the negotiable instrument and perfect and attach to the intangible obligation which is opposite to law and case law as far back as US Supreme Court, Carpenter v Longam, security follows the note). Here is the first evidence that two Notes exist, the tangible negotiable instrument and the intangible obligation and a claim that the Security Instrument is to follow the intangible obligation. The documents and laws speak for them self.
11. What is commonly seen but misunderstood, were a homeowner to default in repaying the tangible obligation, the Account Debtor that created and sold the intangible obligation would be in default to the Intangible Obligee (Intangible Trust) where it is common to see a Intangible Trust Trustee acting as agent for

the Intangible Trust which does not attempt to collect the intangible default from the Account Debtor but attempts to collect from the Tangible Obligor.

12. Investors that purchased the Intangible Trust Certificates were under impression that the Intangible Trust owned the Tangible Note and Security Instrument with all rights of enforcement attached, this is a falsehood for the Investor's only claim that the tangible papers provide is that limited to personal property that is the value of the ink and paper alone. Many were and still are under the impression that Intangible Laws apply equally to the Tangible World, wrong, the Tangible world of laws are totally different and independent of Intangible laws.
13. This writer has not yet seen a knowledgably real estate attorney that knows security and intangible laws and the vice versa of a securities lawyer.

In closing this writer, forget not that this area is only one of the areas that the rights, wealth and freedom of the people are being raped, pillaged and plundered. Words misapplied could allow deception to be heard the loudest for in many cases those who scream deadbeat are them themselves a party to tax evading. Many depend upon claiming that it was the investors, the fact of the matter it is only agents of the investors that scream and one could be assured they do not want to loose their access to a money supply. Here is outlined the basics.

Follow not the path of God, and Satan shall not have mercy on ones soul.

Path, the definition, choice.