

Is it Legal?

Lawful, adj. Not contrary to law; permitted by law. See Legal. - Black's Law – seventh edition

Legal, adj. **1.** Of or relating to law; fallen within the province of law <pro bono legal services>. **2.** Established, required or permitted by law; LAWFUL <it is legal to carry a concealed handgun in some states>. **3.** Of or relating to law as opposed to equity. - Black's Law – seventh edition

Is it legal for one to make use of an electronic copy of Illustrations of Currency, Checks or Other Obligations?

The law sharply restricts photographs or other printed reproductions of paper currency, checks, bonds, revenue stamps and securities of the United States and foreign governments.

The Counterfeit Detection Act of 1992, Public Law 102-550, in Section 411 of Title 31 of the Code of Federal Regulations, permits color illustrations of U.S. currency provided:

- The illustration is of a size less than three-fourths or more than one and one-half, in linear dimension, of each part of the item illustrated
- The illustration is one-sided
- All negatives, plates, positives, digitized storage medium, graphic files, magnetic medium, optical storage devices, and any other thing used in the making of the illustration that contain an image of the illustration or any part thereof are destroyed and/or deleted or erased after their final use



Can you print this out and spend it? You can if you want to go to prison.

Source- U.S. Secret Service; http://www.secretservice.gov/money_illustrations.shtml

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Is it lawful for one to make use of an electronic copy of a paper Promissory Note or a paper Security instrument?

15 U.S.C. § 7003 : US Code - Section 7003: Specific exceptions

(a) Excepted requirements

The provisions of section 7001 of this title shall not apply to a contract or other record to the extent it is governed by -

(3) the Uniform Commercial Code, as in effect in any State, other than sections 1-107 and 1-206 and Articles 2 and 2A.

After recording, please mail to:
AMERICAN MORTGAGE NETWORK, INC.
ATTN: POST CLOSING
P.O. BOX 85463
SAN DIEGO, CA 92186
Prepared by:
SHANKS, BUTLER & ASSOCIATES, P.C.
ATTORNEYS AT LAW
1455 WEST LOOP SOUTH, SUITE 300
HOUSTON, TX 77027
Parcel Identification Number: R-383383
[Space Above This Line For Recording Data]

After Recording Return To:
First American Title
3811 Bee Caves Road, Ste. 105
Austin, TX 78746

State of Texas **DEED OF TRUST** FIA's Case Number
495-7111138-703
MIN: 1001310-2040769205-0

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.

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

("Borrower"). The trustee is GEORGE M. SHANKS, JR.
1455 WEST LOOP SOUTH, SUITE 300, HOUSTON, TX 77027 ("Trustee"). The beneficiary is 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 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). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 01, 2024. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower

An electronic instrument ↑

Attention K-Mart Shoppers;

About MERS

MERS was created by the mortgage banking industry to streamline the mortgage process by using electronic commerce to eliminate paper. Our mission is to register every mortgage loan in the United States on the MERS® System.

NOTICE: *“streamline the mortgage process by using electronic commerce to eliminate paper”*

Quiz:

1. What law governs Negotiable Instruments?

If you answered Uniform Commercial Code, Article 3, you are correct.

2. Is the Negotiable Instrument signed by the “borrower” in a tangible or intangible form?

If you answered tangible, you are correct.

3. Is the Security Instrument signed by the “borrower” in a tangible or intangible form?

If you answered tangible, you are correct.

4. Who is the “nominee for successors and assigns”?

a. “in blank”

b. “MERS” – Mortgage Electronic Registration Systems, Inc.

If you answered: a. “in blank”

If you answered; b. MERS, you could be correct.

However, there was a secured debt involved, and MERS makes no claim to the note, only the security instrument, which is bifurcated or separated from the note.

5. . Who is the “beneficiary”?

a. Lender

b. “MERS” – Mortgage Electronic Registration Systems, Inc.

If you answered: a. Lender, you are correct.

If you answered; b. MERS, Ask yourself; How can a computer be a “beneficiary”?

The beneficiary is the current party entitled to receive payments if the security instrument is perfected. Again, MERs makes no claims to receiving payments.

6. What law governs Security Instruments such as the Mortgage/Deed of Trust?

If you answered Uniform Commercial Code, Article 9, you are partially correct.

Take a closer look at the Deed of Trust;

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law **and the law of the jurisdiction in which the Property is located.** All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law.

(Note: line number may vary)

Source: TEXAS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3044

A question for Texans; (other laws may be applicable in your state)

7. What law governs the perfection and continued perfection of a security instrument?

If you answered Texas Local Government Code, Chapter 192, you are correct. UCC Article 9 has no bearing on recordation due to this Texas law. Except at the time of temporary perfection.

Texas Local Government Code, Chapter 192:

Sec. 192.001. GENERAL ITEMS. The county clerk shall record each deed, mortgage, or other instrument that is required or permitted by law to be recorded.

Sec. 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,

The only time the Deed of Trust was perfected, was when the borrower signed the security instrument. This was a temporary perfection that falls within the twenty day timeframe of temporary perfection referenced in UCC 9.

For the secured debt to be perfected when recorded into public records, the lender would have be the nominee/beneficiary, not MERS the computer.

When the Deed of trust was recorded into public records, with MERS as the nominee/beneficiary, the secured debt was bifurcated.

MERS may claim to be nominee/beneficiary, but MERS is a computer. Both MERS President, CEO, and MERS Secretary, Treasurer have stated in depositions in different states in the U.S.;

“In effect, the mortgage lien becomes immobilized by MERS continuing to hold the mortgage lien when the note is sold from one investor to another via an endorsement and delivery of the note.”

What I said is MERS remains the mortgagee even though the note has been transferred from the original lender to subsequent purchasers, and each time that note moves by endorsement and delivery we become the agent of the new purchaser, and that's by virtue of the mortgage and by virtue of the membership agreements between MERS and its members.

In Texas, this is a contradiction to the requirements of Chapter 192.

MERS also claimed in MERS v. Nebraska Department of Banking and Finance:

MERS argues that it does not own the promissory notes secured by the mortgages and has no right to payments made on the notes. MERS explains that it merely “immobilizes the mortgage lien while transfers of the promissory notes and servicing rights continue to occur.”

To execute a MERS Mortgage, the borrower conveys the mortgage to MERS, who is acting as a contractual nominee. MERS becomes the recorded grantee, however, the lender retains the note and servicing right. The lender can then sell that note and servicing rights on the market and MERS records each transaction electronically on its files.

In Texas, this is a contradiction to the requirements of Chapter 192.

One must ask themselves, how does the lender only hold the note?

The answer is; they can hold the note, as an unsecured indebtedness, which means the note and the security instrument have been separated.

One must also ask; if the lender retains the note and servicing right, why is another party making claims to those servicing rights?

The answer to this is; there are no servicing rights after the secured debt was bifurcated, since the security instrument and the negotiable instrument were separated, there is no fiduciary duty or obligation to service such secured debt.

MERS explained that MERS does not take applications, underwrite loans, make decisions on whether to extend credit, collect mortgage payments, hold escrows for taxes and insurance, or provide any loan servicing functions whatsoever. MERS merely tracks the ownership of the lien and is paid for its services through membership fees charged to its members. MERS does not receive compensation from consumers.

Just exactly why is MERS involved with a mortgage? To provide an illusion of being legal to cover up the fraud.

MERS is electronic. Nothing else.

The Electronics MERS uses, have no supporting laws to govern what they do. Therefore, there is no electronic mortgage. There is no electronic mortgage backed securities. It is all fraud.

The hired help, or the sacrificial lambs;

Foreclosure Mills, such as Barrett Daffin Frappier Turner & Engel, LLP, know how to make this fraud look legal;

Read it; straight from the mouths of babes;

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

When discussing the verification application documents; *"There really isn't such a document"*

"because the servicer usually acquired their position in the file through the purchase of MSRs. There is an organized market in MSRs that really makes up maybe as much as 40 to 50 percent of any mortgage company's assets, and they acquired this -- their status of being a servicer through the purchase of an MSR most of the time, or they did it themselves, they created their own loan. So finding a document that says, "I am the owner and holder, and I hereby grant to the servicer the right to foreclose in my name" is an impossibility in 90 percent of the cases."

Then the Judge acknowledges it; *"And what the -- happens is they just execute a document like Mr. Barrett say doesn't exist. They just create one for the most part sometimes, and the servicer signs it themselves saying that it's been transferred to whatever entity they name as applicant".*

Then MERS is explained; *"MERS is going to be the mortgagee of record. In about 60 percent of all loans MERS is going to be the mortgagee of record, but all MERS is is a registration system. That's all it is. It really is a piggyback on what happened in the securities market back in the early Seventies when Wall Street was exploding, and back in those days whenever you bought and sold stocks or bonds you had to have a paper certificate. Well, the back rooms couldn't keep up with it, and Wall Street almost cratered, and they came up with a book entry system that everybody is familiar with today where loans are bought and sold, and that's basically what MERS is. It's just a listing of who has all the beneficial ownership interest in a mortgage, and that's going to be the investor, it's going to be the mortgage servicer, it's going to be the subservicers. It gives you four or five, six pieces of corroborating information about the borrower and that particular loan. I mean, it has the detail on their status sheet that says, "This is when the loan was made, here is the borrower, and here's the amount of the loan." I mean, all that information is right there so that if the loan is registered on MERS it's real easy to determine all the different parties in the transaction, and that's the way the world's going, so maybe that's kind of the place we need to be going."*

They know what they are doing. They just did not realize anyone would take the time to read? Or maybe they were counting on nobody reading this type of boring material?

Bottom line; Electronic instruments are being used. The Florida Bankers Association admitted this.

Electronic have no supporting laws. Stop fighting against the electronic instruments. Use the laws against them!

Win the battle.