

# Theft by Deception

This sale of real property is criminal. Texas is a non-judicial foreclosure state, the burden is upon the homeowner to stop it. The parties to this crime have committed fraud in public records to acquire property in Texas by theft. Most do not realize this.

250 PR 947  
TAYLOR, TX 76574

495-7111138  
20080169805737

## NOTICE OF SUBSTITUTE TRUSTEE SALE

ORIGINAL FILED  
BUT NOT COMPARED

JUL 12 2010

*Wancy E. Rafter*  
County Clerk, Williamson Co. TX

### Deed of Trust

Date: October 29, 2004

### Grantor(s):

ALVIE CAMPBELL  
JULIA CAMPBELL

Victim(s)

### Original Mortgagee:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE

### Current Mortgagee:

WELLS FARGO BANK, N.A.  
3476 STATEVIEW BLVD. MAC# X7801-014  
FT. MILL, SC 29715

Third Party

Third party

### Mortgage Servicer:

WELLS FARGO BANK, N.A.

Recorded in: CLERK'S FILE NO. 2004086763

Property County: WILLIAMSON

Debt Collector

### Legal Description:

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.

Date of Sale: Tuesday, September 7, 2010

Earliest Time Sale will Begin: 11:00AM

### 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.

The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that time.

WELLS FARGO BANK, N.A. is acting as the Mortgage Servicer for WELLS FARGO BANK, N.A., who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. WELLS FARGO BANK, N.A., as Mortgage Servicer, is representing the Mortgagee, whose address is:

WELLS FARGO BANK, N.A.  
c/o WELLS FARGO BANK, N.A.  
3476 STATEVIEW BLVD. MAC# X7801-014  
FT. MILL, SC 29715

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

Dated this July 12, 2010.

*John Latham*  
JOHN LATHAM, TOBEY LATHAM OR JOHN W. LATHAM  
Substitute Trustee  
c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP  
15000 Surveyor Boulevard, Suite 100  
Addison, Texas 75001

Third party attempting  
theft of property.

Debt Collector



NSTS3SIG.rpt - (02/24/2010) - Ver-13



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Many laws were overlooked to accomplish this task by the Debt collectors.

Did you receive a "Notice of Trustee Sale" letter lately? Many do.

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What happens when a homeowner receives a "Notice of Trustee Sale"?

What does a homeowner do after they receive one of these "Notice of Trustee Sale"?

I cannot speak for those who have received one. I do not know.

What I do know is most of them leave their homes most likely because they feel they failed to uphold their end of the contract. If they only knew.

How I got to this point of explaining, I will leave out. It is not necessary at this time. I do realize the term "a can of worms" does not do justice to this issue.

When my wife and I (us) negotiated our mortgage with a lender, American Mortgage Network, (AMNet), we offered our Title to Real Property, which was provided to us by a Warranty Deed from the Seller of the property as a lien to Real Property in the Deed of Trust, a paper Security Instrument. It was combined with the paper negotiable instrument, a Note to make a "Secured" debt. By doing this, we promised to pay American Mortgage Network, a sum of money we agreed on, and how those monthly payments would be handled. We also negotiated interest, and such, but I need not go there. It is the "secured" debt that we established. This is what is important. Specifically the paper security instrument.

This "secured debt" is an agreement between us and American Mortgage Network and nobody else. It is a contract between two parties.

Little did I know that another "party" called Mortgage Electronic Registration Systems Inc, MERS, was identified on my mortgage as nominee and beneficiary and claims it a perfected security instrument when filed in public records. AMNet, was the lender and therefore should have been the beneficiary of the mortgage according to law.

Not long after my paper mortgage loan was approved, Wells Fargo Home Mortgage contacts us and said they are my new mortgage servicer. I suppose this is ok. They are to service my loan.

Later, I was provided notice about a foreclosure. A company called Wells Fargo Home Mortgage sent me a Notice of Trustee Sale. Where did Wells Fargo Home Mortgage get involved? How can Wells Fargo Home Mortgage legally foreclose on our property?

Wells Fargo Home Mortgage can be my mortgage servicer as long as they followed the rules and regulations for mortgage servicers. That does not mean Wells Fargo Home Mortgage is the legal owner of the paper promissory note. Other laws are involved with that.

Next, Wells Fargo Bank, N.A. sends me a Notice of Trustee Sale. How did they get involved?

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Wells Fargo Bank, N.A. was not my lender. American Mortgage Network was my lender. I suppose they can change around like this, was my thoughts. It is the banks. As long as they do it, right. I figured they knew all of that. But after many conversations, I knew something was up, just could not pinpoint it.

Then I figure out what happened, with the help of a very smart man. Thank you James.

For Wells Fargo Bank, N.A. to be the Mortgagee there had to be a negotiation of the paper promissory note and a publically recorded assignment of the negotiation of the note to maintain a perfected security instrument, the deed of trust.

If that was accomplished according to law, there should be some sort of "Transfer/Assignment" recorded in public records.

According to the local laws of jurisdiction and according to verbiage on the security instrument, which reflects the paper promissory note, the laws must be followed.

So, according to local laws of jurisdiction, in my state, Texas Local Government Code, Chapter 192, titled "INSTRUMENTS TO BE RECORDED" governs. It states in section 001 that **the county clerk shall record each deed, mortgage, or other instrument that is required or permitted by law to be recorded.**

That should mean that if the instruments are recorded, the county clerk recorded them.

Chapter 192, section 007 titled "RECORDS OF RELEASES AND OTHER ACTIONS" states;

***(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.***

Therefore, if the original lender, "ASSIGNOR"/American Mortgage network who is the original party in my paper promissory note transferred or assigned my secured debt by a negotiation, then the "ASSIGNEE"/Wells Fargo NA would have filed the transfer/assignment in public records, and the county clerk would have recorded it according to Texas law.

When I search Williamson County public records for the instruments associated with my property, I find the Warranty Deed that reflects the transfer of the property from the original seller to us. This would provide us with the ability to use the real property as collateral in the security instrument (Deed of Trust) in the mortgage loan with American Mortgage Network.

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I also find an "assignment of note and deed of trust", recorded by David Seybold, Assistant Secretary with Corporate acknowledgement of MERS. The instrument number is #2008075222 according to a certified copy from the County Clerk. This was recorded September 9, 2008. How can a security instrument be assigned or transferred? It cannot. Negotiable instruments are negotiated.

I did a little research on Mr. Seybold, Assistant Secretary, MERS.

According to the Texas Bar Association website, I find Mr. Seybold's information;

State Bar Seal - **David B. Seybold**  
Status - Eligible to Practice in Texas  
Firm - **Barrett Daffin Frappier Turner & Engel,**  
Address - 15000 Surveyor Blvd.  
Addison, TX 75001  
Phone: 972.386.5040  
Primary Practice Location:  
Primary Practice Location: **ADDISON, TX**  
Specialties  
Practice Areas: None Specified by Attorney

Mr. Seybold alleges to be the Secretary of MERS but is an attorney with Barrett Daffin Frappier Turner & Engel, LLP in Addison Texas. Most homeowners allegedly in default in Texas may know this name. How does this happen, legally?

Then I find an "Appointment of Substitute Trustee", instrument #2008071378 that was recorded on September 16, 2008. Stephen C. Porter, Vice President of Loan documentation, Wells Fargo Bank, N.A. is listed on this instrument.

I did a little research on Mr. Porter, the Vice President of loan documentation for Wells Fargo Bank, N.A.

State Bar Seal - **Stephen C. Porter**  
Status - Eligible to Practice in Texas  
Firm - **Barrett Daffin Frappier Turner & Engel,**  
Address - 15000 Surveyor Blvd.  
Addison, TX 75001 Phone:  
972.386.5040  
Primary Practice Location:  
Primary Practice Location: **ARLINGTON, TX**  
Specialties  
Practice Areas: None Specified by Attorney

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Mr. Porter alleges to be the Vice President of Loan Documentation of Wells Fargo Bank, N.A., but is an attorney with Barrett Daffin Frappier Turner & Engel, LLP in Addison Texas. Most homeowners allegedly in default in Texas may know this name. How does this happen, legally?

Who are these people? Are they attorneys or are they the Assistant Secretary and Vice President of other companies?

According to notices mailed to most other homeowners like us, allegedly in default, Barrett Daffin Frappier Turner & Engel, LLP state;

*"IMPORTANT INFORMATION IS CONTAINED WITHIN THIS ATTACHED NOTICE" Barrett Daffin Frappier Turner & Engel, LLP is a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.*

What is this all about? Are they debt collectors? Lawyers? Assistant Secretary? Vice President?

According to the recordation laws, these fictitious characters recorded vital instruments that control our secured debt. Not anymore.

Even though Mr. Seybold and Mr. Porter, for whatever their intentions, recorded these crucial instruments into public record in Williamson County, Texas, and they failed to comprehend what they actually did.

What Mr. David Seybold and Mr. Stephen C. Porter should realize is they committed fraud in public record. They should also realize they did it for nothing, except possible jail time.

The proof is in public records in Williamson County, Texas as instruments #2008075222 and #2008071378.

Mr. David Seybold and Mr. Stephen C. Porter submitted and recorded fraudulent financial statements in public records.

In doing, such an act, Mr. David Seybold and Mr. Stephen C. Porter, attempted to change the paperwork around to look like they, or whomever they named would have the authority to enforce the power of sale clause in the deed of trust. What they did was destroy the secured debt. They bifurcated the mortgage. By their actions, they separated the paper promissory note from the paper security instrument. The Deed is dead. But in reality, the Deed of Trust was rendered a nullity at the time of

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creation by naming MERS as beneficiary; there was no lawful method to perfect the lien in another parties name without that party being the owner/holder of the promissory note.

Did Mr. Seybold and Mr. Porter bifurcate the secured debt? Could lightening strike twice in the same mortgage?

Therefore, if I am correct on this, Mr. Seybold and Mr. Porter committed fraud in public records attempting to gain control of the deed of trust that was already void. Moreover, nobody caught it. Except me.

Confusing? Exactly. It would somewhat show that even they do not know the laws or at least how to abide by them.

### **The first strike of lightning**

What really happened was way before that. It actually happened when the security instrument, (deed of trust) was recorded the very first time in public records, in Williamson County, Texas.

MERS applied themselves as a party to our paper security instrument and was not a proper party to our paper negotiable instrument. MERS could not record the security instrument as MERS to gain perfection, unless American Mortgage Network recorded a "Transfer/Assignment" in public records prior to the MERS recordation.

It does not matter how many times they attempt assignments or transfers of the property I own, through their actions, they voided the enforcement tool, the deed of trust, the only instrument that allows them to legally foreclose on the property. Without the security instrument, they have no legal right to foreclose or attempt sale of the property. Repeatedly they do this because few challenge it, or realize it.

### **Crime in the continuation;**

On September 07, 2010, the trustee, John Latham, Toby Latham or John W. Latham **c/o** Barrett Daffin Frappier Turner & Engel, LLP, in Addison Texas will engage a trustee sale on the Northeast basement door in the new addition to the Williamson County Justice Center as designated by county the commissioners. John Latham, Toby Latham or John W. Latham will conduct a sale of the property according to a voided security instrument, believed to be lawful.

Notice of Trustee sale in a non-judicial state, is like receiving a Motion for Summary Judgment. Homeowners MUST defend themselves against the Notice of Trustee Sale. Or lose the home to theft.

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The Mortgage Servicer, no longer has a fiduciary duty to the Mortgagee, due to the separation of the paper promissory note and the paper security instrument. The mortgage servicer appears to have converted themselves from their pristine title, to that of debt collector. There is no secured debt anymore. Only an unsecured debt, an unsecured paper negotiable promissory note is being held by the creditor, American Mortgage Network.

Wells Fargo Bank, N.A., Barrett Daffin Frappier Turner & Engel, John Latham, Toby Latham, or John W. Latham, are all third party debt collectors attempting to collect on American Mortgage Networks, unsecured note. All are committing a crime by threatening force sale of our property in the collection of another creditor's unpaid debt.

Wells Fargo Bank, N.A. , Barrett Daffin Frappier Turner & Engel, John Latham, Toby Latham, or John W. Latham, are all third party debt collectors threatening foreclosure and force sale of property they are not legally entitled to, hoping that nobody will catch on to the crime they are committing.

I did.

Don't let a Notice of Trustee Sale, make you run. Stand up. Fight for what legally belongs to you. Don't let theft deprive you of what is rightfully yours.

From Podunk, USA