

Have a Note
Commercial / Residential

Obligors

(Homeowners)

Attorneys

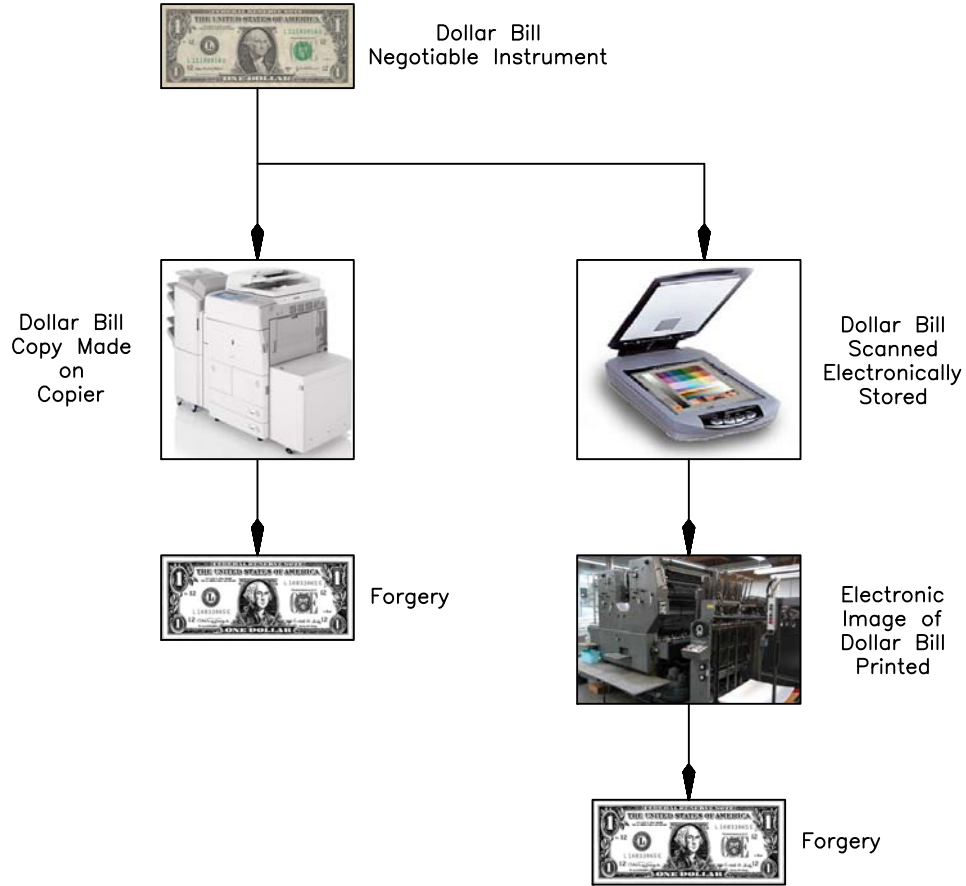
Judges

Investors

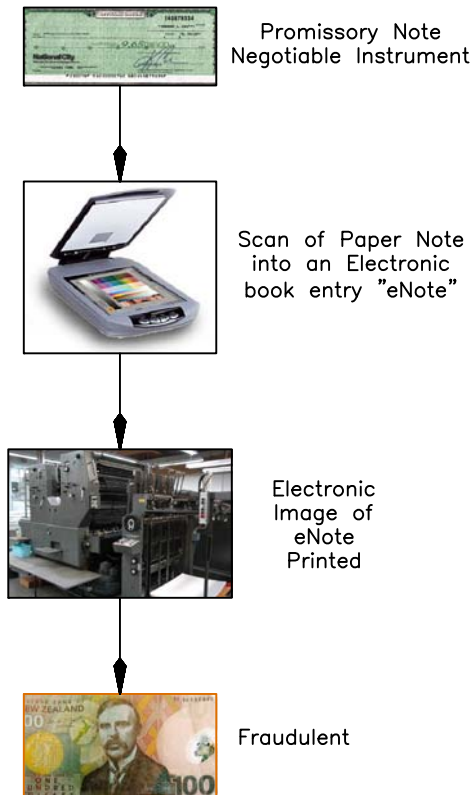
You Need to Read

Forgery or Fraudulent

United States Dollar Bill



Negotiable Instrument UCC



Disclaimer

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Legal information is not the same as legal advice -- the application of law to an individual's specific circumstances.

Although we go to great lengths to make sure our information is accurate and useful, we recommend you consult an attorney if you want professional assurance that our information, and your interpretation of it, is appropriate to your particular situation.

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Our Recommendation:

CONSULT AN ATTORNEY.

Promissory Notes have to be a negotiable instruments under UCC Article 3 to allow for 3rd party negotiation.

Banks have been using the ESIGN Act and UETA laws to convert promissory notes into an eNote or create eNotes in electronic book entry form so they can be sliced and diced in the securities market and Fannie and Freddie.

When promissory notes are converted from paper to electronic in many cases the paper promissory note was destroyed.

Intentional voluntary act such as destruction is discharge of the debt obligation, UCC Article 3, 3-604.

Everybody is looking at the slice and dice as the problem, in reality the real problem is that the eNotes have no law to support their existence for use in the securities market as ESIGN and UETA both exclude items governed by UCC Article 3 - Negotiable Instruments.

Banks in an attempt to make sure their fraud remains concealed provide their law firms with a copy of the note and in some cases a lost note affidavit then the banks law firms use slickery trickery wording to deceive everybody in beleiving that a copy is sufficent proof and the destruction of the note remains hidden.

For some of the reasons stated above and others reason further stated in this document the presentation of the original note with all assignments is the only proof that should be allowed.

Candy Bar

We will assume this is a Real Candy Bar and not some knock off claiming to be a candy bar.

1.

Buyer wants candy bar. Buyer goes to store and conducts a transaction that evolves giving the seller a dollar bill and in return leaves with a candy bar. Buyer leaves with candy bar and seller has the dollar bill and can do whatever he likes with the dollar bill as these actions will not affect the buyer. An action that could take place here is if the seller says he was not paid and the buyer stole the candy bar. There is no proof that the buyer gave the seller a dollar bill in the purchase of the candy bar unless the serial number was recorded by the buyer prior to the transaction. Seller in reverse cannot prove the candy bar was stolen.

Each party goes their own way.

2.

Buyer purchases a candy bar on credit and signs a slip that states he owes the seller a dollar bill. Later the buyer goes back and gives the seller a dollar bill and retrieves the slip that the seller had filed away in his till that says buyer owes the seller a dollar bill. Each party goes there on way. (My grandma used to sign slips and grandpa would pay up at the end of each month)

Without knowing the exact wording of the slip it would be impossible to determine whether the slip was a negotiable or non-negotiable instrument. In this instance there is no requirement to determine whether the slip is negotiable or non-negotiable as either condition of negotiability would be legal.

Buyer gives seller dollar and each party goes their own way.

3.

Buyer purchases a candy bar on credit and signs a slip that states he owes the seller a dollar bill. In this instant the seller had intentions to take the buyers slip and sell the enforcement and collection rights to a 3rd party. 3rd party offers the slip up for sale to a 4th party. If all assignments are attached then 4th party can go get the dollar bill from the buyer.

Buyer gives 4th party dollar bill and gets the slip back and each party goes their own way.

Now we have entered the world of negotiable instruments and the laws that govern negotiable instruments are very precise. Assignment laws as defined by the UCC result in establishing the legal recipient entitled to collect the dollar bill from the buyer. In the absence of assignments, which of the (3) parties is entitled to collect the dollar bill?

Note: There is a difference between holder and holder in due course as defined by the UCC.

4.

Buyer purchases a candy bar on credit and signs a slip that states he owes the seller a dollar bill. In this instant the seller had intentions to take the buyers slip and sell the enforcement and collection rights to a 3rd party. Seller takes the slip and makes a copy on a copy machine and sells this copy to the 3rd party. Seller and 3rd party working in tangent with each other know that the copy of the slip will be further offered up for sale to a 4th party. To aid this perpetrated fraud we create a company that will track the location of the slip and will paste notices on all the billboards that these actions are legal.

Buyer only owes a dollar bill to the one that can prove that a dollar bill is owed.

In this instance proof could never be offered as the lack of assignments cannot prove who is entitled to receive the dollar bill and fraud has been committed by the seller and 3rd party which renders the original slip nullity.

For "A" in California, even a candy bar scenario is not as simple as it seems, very few people have dwelt into the precise UCC laws governing negotiable instruments. It's not what the buyer does but it's what the seller, 3rd & 4th party does that destroys the legal enforcement rights of the instrument. This is what the judges cannot see.

FLORIDA NOTARY PUBLIC LAW
Section 117
NOTARIES PUBLIC

117.105 False or fraudulent acknowledgments; penalty.

A notary public who falsely or fraudulently takes an acknowledgment of an instrument as a notary public or who falsely or fraudulently makes a certificate as a notary public or who falsely takes or receives an acknowledgment of the signature on a written instrument is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

**HEARING BEFORE THE
SUBCOMMITTEE ON COURTS, THE INTERNET,
AND INTELLECTUAL PROPERTY
OF THE
COMMITTEE ON THE JUDICIARY
HOUSE OF REPRESENTATIVES
ONE HUNDRED NINTH CONGRESS
SECOND SESSION
ON
H.R. 1458
MARCH 9, 2006
Serial No. 109-89**

Prepared Statement of Malcolm L. Morris

*Malcolm L. Morris, Esq., Professor and Associate Dean, College of Law,
Northern Illinois University*

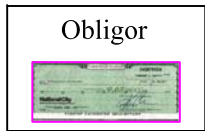
A notarization in and of itself neither validates a document nor speaks to the truthfulness or accuracy of its contents. The notarization serves a different function, viz, verifying that a document signer is who he or she purports to be and has willingly signed the document.

**Argent Securities Inc
2006-W4
Asset-Backed
Pass-Through
Certificates
Series 2006-W4**

Original Promissory Note Assignments

Argent Securities Trust 2006-W4
Pooling and Servicing Agreement sec 2.01...
 (i) the original Mortgage Note, endorsed in blank... (ii) the original Mortgage, with evidence of recording thereon... (iii) an original Assignment assigned in blank... (iv) the original recorded intervening Assignment... (v) the original or copies of each assumption... (vi) the original or copy of the lender's title insurance... etc.

DEUTSCHE BANK NATIONAL TRUST COMPANY as Trustee
 DEUTSCHE BANK NATIONAL TRUST COMPANY as Custodian
 are separate entities.



Recorded Assignment



Argent Mortgage Company



Argent Securities

Trustee
 DEUTSCHE BANK NATIONAL TRUST COMPANY
 as Trustee
 for the Benefit of Certificate Holders
 per the Pooling Service Agreement

Custodian
 DEUTSCHE BANK NATIONAL TRUST COMPANY
 as Custodian
 for the Benefit of Certificate Holders
 per the Pooling Service Agreement
 CERTIFICATE HOLDERS
 Owner of the eNote
 DOCUMENT CUSTODIAN
 Holder of the eNote

Assignment Recorded Argent Mortgage Company to Deutsche National Bank Trust Company as Trustee for Benefit of the Certificateholders with Land Records Office in February 2009 in attempt to legalize actions



Law Firm



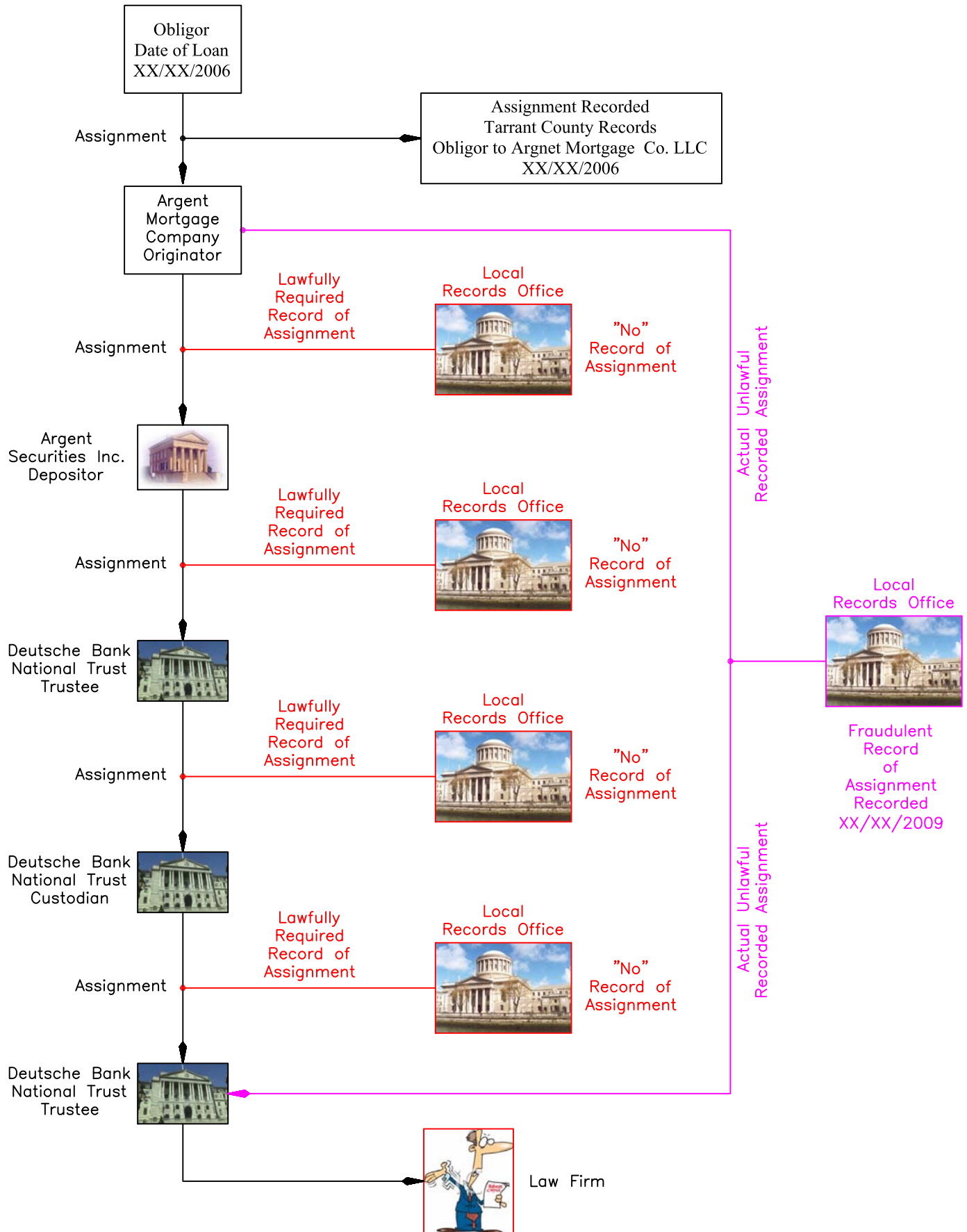
Court

Broken Chain of Assignments

Missing Assignments

Missing Assignments

Assignments of Negotiable Instrument Argent Securities Inc Asset-Backed Pass-Through Certificates Series 2006-W4



Securities Trust
Pooling and Servicing Agreement
Depositor - Master Servicer - Trustee

POOLING AND SERVICING AGREEMENT
ASSET-BACKED PASS-THROUGH CERTIFICATES

SECTION 2.01. Conveyance of Mortgage Loans. excerpt (vi)

The Master Servicer (in its capacity as Seller) shall promptly (and in no event later than thirty (30) Business Days, subject to extension upon a mutual agreement between the Master Servicer and the Trustee, following the later of (i) the Closing Date, (ii) the date on which the Seller receives the Assignment from the Custodian and (iii) the date of receipt by the Master Servicer of the recording information for a Mortgage) submit or cause to be submitted for recording, at no expense to the Trust Fund or the Trustee, in the appropriate public office for real property records, each Assignment referred to in Sections 2.01(iii) and (iv) above and shall execute each original Assignment referred to in Section 2.01(iii) above in the following form: "Deutsche Bank National Trust Company, as Trustee under the applicable agreement."

SECTION 2.01. Conveyance of Mortgage Loans. (iii) & (iv)

(iii) an original Assignment assigned in blank, without recourse; (iv) the original recorded intervening Assignment or Assignments showing a complete chain of assignment from the originator to the Person assigning the Mortgage to the Trustee as contemplated by the immediately preceding clause (iii) or the original unrecorded intervening Assignments;

FLORIDA NOTARY PUBLIC LAW

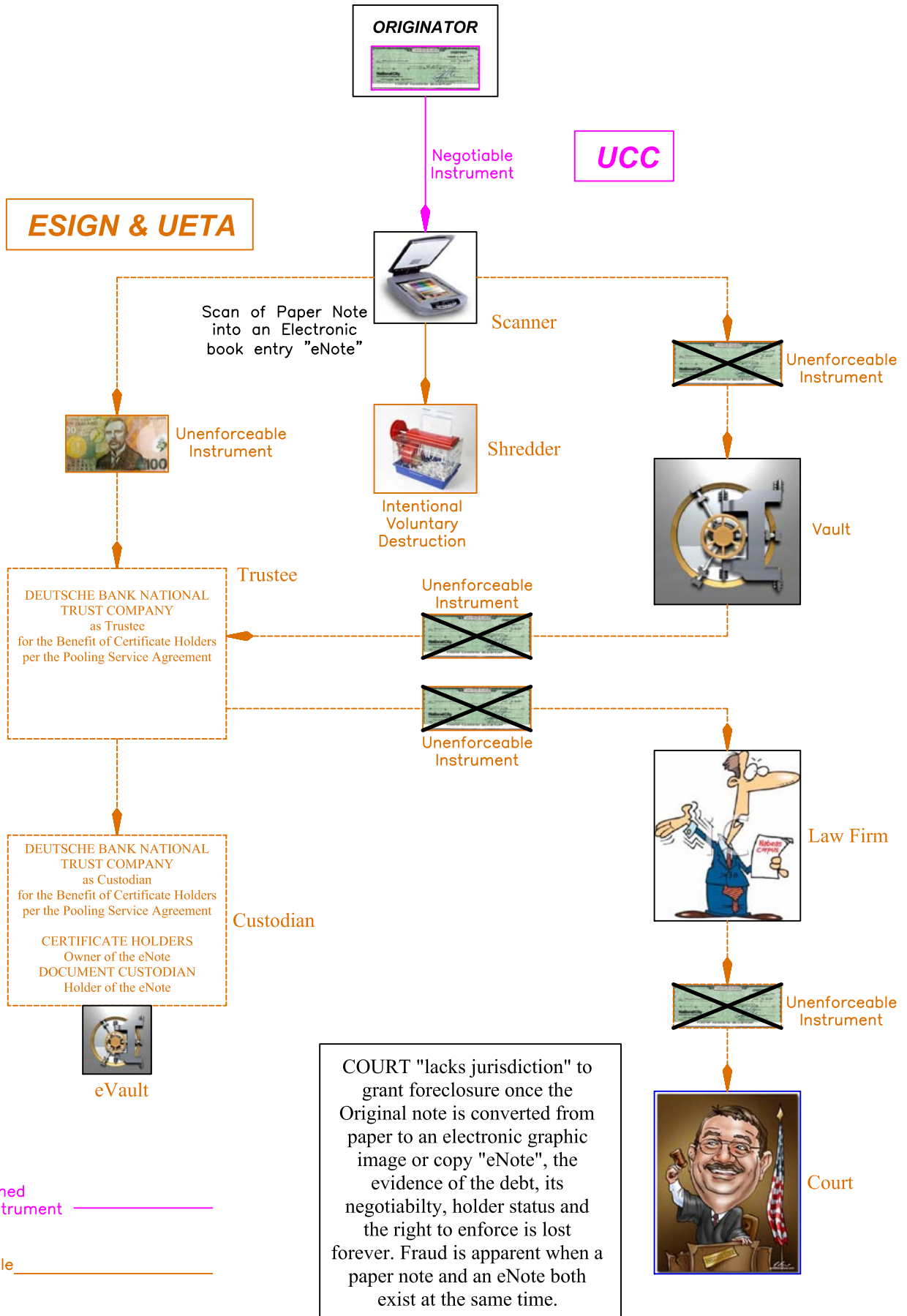
Section 117

NOTARIES PUBLIC

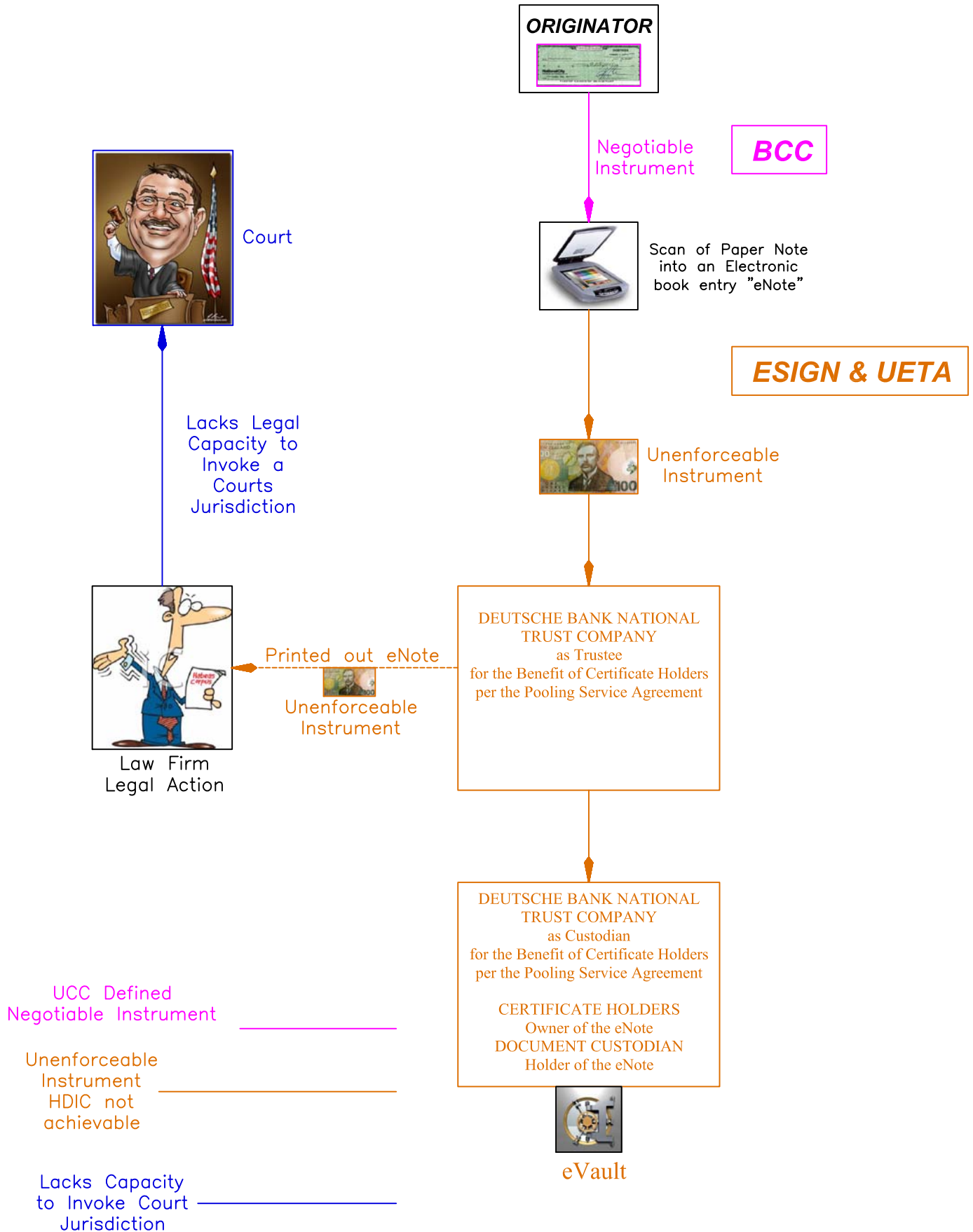
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UNIFORM COMMERCIAL CODE



TEXAS BUSINESS & COMMERCE CODE DEFENSES AND CLAIMS IN RECOUPMENT § 3-305



TEXAS BUSINESS & COMMERCE CODE ENFORCEMENT OF LOST, DESTROYED, OR STOLEN INSTRUMENT § 3-309



BCC

Negotiable Instrument

ESIGN & UETA



Scan of Paper Note into an Electronic book entry "eNote"



Unenforceable Instrument



Shredder

Intentional Voluntary Destruction

DEUTSCHE BANK NATIONAL TRUST COMPANY
as Trustee
for the Benefit of Certificate Holders per the Pooling Service Agreement

Trustee



Printed out copy of eNote with Lost Note Affidavit

Unenforceable Instrument

DEUTSCHE BANK NATIONAL TRUST COMPANY
as Custodian
for the Benefit of Certificate Holders per the Pooling Service Agreement

CERTIFICATE HOLDERS
Owner of the eNote
DOCUMENT CUSTODIAN
Holder of the eNote

Custodian



Court



eVault



**Business & Commercial Code
§ 3-309**

ENFORCEMENT OF LOST, DESTROYED, OR STOLEN INSTRUMENT

The court may not enter judgment in favor of the person seeking enforcement unless it finds that the person required to pay the instrument is adequately protected against loss that might occur by reason of a claim by another person to enforce the instrument. Adequate protection may be provided by any reasonable means.

**Business & Commercial Code
§ 3-309
ENFORCEMENT OF LOST, DESTROYED, OR STOLEN INSTRUMENT**

(a) A person not in possession of an instrument is entitled to enforce the instrument if: (1) the person seeking to enforce the instrument (A) was entitled to enforce it the instrument when loss of possession occurred, or (B) has directly or indirectly acquired ownership of the instrument from a person who was entitled to enforce the instrument when loss of possession occurred; (2) the loss of possession was not the result of a transfer by the person or a lawful seizure; and (3) the person cannot reasonably obtain possession of the instrument because the instrument was destroyed, its whereabouts cannot be determined, or it is in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process. (b) A person seeking enforcement of an instrument under subsection (a) must prove the terms of the instrument and the person's right to enforce the instrument. If that proof is made, Section 3-308 applies to the case as if the person seeking enforcement had produced the instrument. The court may not enter judgment in favor of the person seeking enforcement unless it finds that the person required to pay the instrument is adequately protected against loss that might occur by reason of a claim by another person to enforce the instrument. Adequate protection may be provided by any reasonable means.

Lacks Capacity to Invoke Court Jurisdiction _____

UCC Defined Negotiable Instrument _____

Unenforceable Instrument _____

TEXAS BUSINESS & COMMERCE CODE SIGNATURE § 3-401

I signed a note but that's not it!

ORIGINATOR




Obligor Signs Original

Negotiable Instrument

BCC

ESIGN & UETA



Scan of Paper Note into an Electronic book entry "eNote"



Unenforceable Instrument



Shredder

Trustee

DEUTSCHE BANK NATIONAL TRUST COMPANY
as Trustee
for the Benefit of Certificate Holders
per the Pooling Service Agreement

Trustee

Intentional Voluntary Destruction

Printed out eNote

Unenforceable Instrument



Law Firm
Legal Action

Custodian

DEUTSCHE BANK NATIONAL TRUST COMPANY
as Custodian
for the Benefit of Certificate Holders
per the Pooling Service Agreement

CERTIFICATE HOLDERS
Owner of the eNote
DOCUMENT CUSTODIAN
Holder of the eNote

Custodian

Unenforceable Instrument

Signature not that of Obligor



eVault



Not Presented

Original only valid proof of authenticity



Court

- Lacks Capacity to Invoke Court Jurisdiction _____
- UCC Defined Negotiable Instrument _____
- Unenforceable Instrument _____

TEXAS BUSINESS & COMMERCE CODE SIGNATURE § 3-401

I signed a note but that's not it!

ORIGINATOR



Obligor Signs Original

Negotiable Instrument

BCC

ESIGN & UETA



Scan of Paper Note into an Electronic book entry "eNote"



Unenforceable Instrument



Shredder

Trustee

DEUTSCHE BANK NATIONAL TRUST COMPANY
as Trustee
for the Benefit of Certificate Holders
per the Pooling Service Agreement

Trustee

Intentional Voluntary Destruction

Printed out eNote

Unenforceable Instrument



Law Firm
Legal Action

Custodian

DEUTSCHE BANK NATIONAL TRUST COMPANY
as Custodian
for the Benefit of Certificate Holders
per the Pooling Service Agreement

CERTIFICATE HOLDERS
Owner of the eNote
DOCUMENT CUSTODIAN
Holder of the eNote

Custodian

Unenforceable Instrument

Signature not that of Obligor



eVault



Not Presented

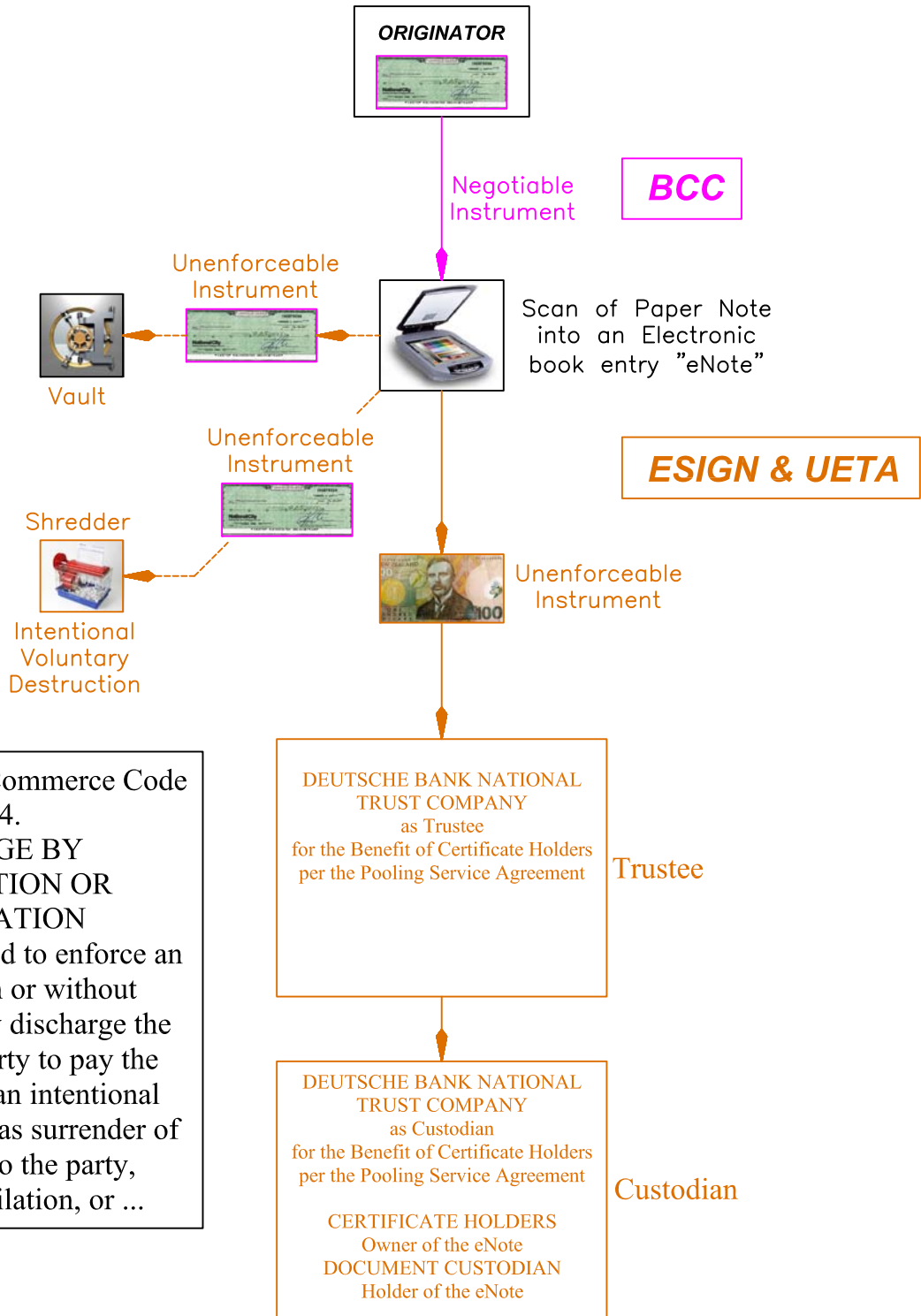
Original only valid proof of authenticity



Court

- Lacks Capacity to Invoke Court Jurisdiction _____
- UCC Defined Negotiable Instrument _____
- Unenforceable Instrument _____

**TEXAS BUSINESS & COMMERCE CODE
HOLDER IN DUE COURSE
§ 3-302**



Texas Business & Commerce Code § 3-604.

**DISCHARGE BY
CANCELLATION OR
RENUNCIATION**

(a) A person entitled to enforce an instrument, with or without consideration, may discharge the obligation of a party to pay the instrument (i) by an intentional voluntary act, such as surrender of the instrument to the party, destruction, mutilation, or ...

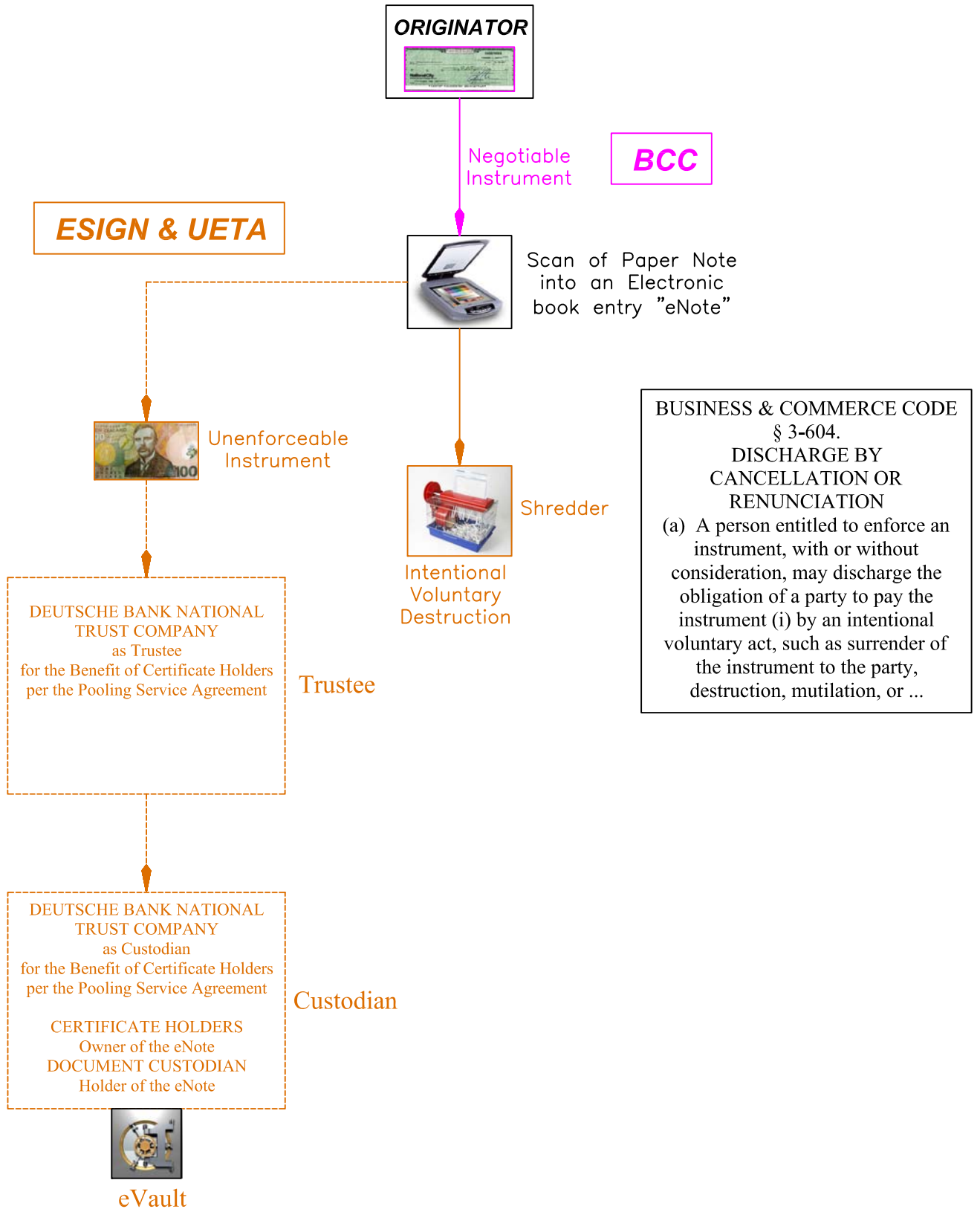
UCC Defined Negotiable Instrument _____

Unenforceable Instrument HDIC not achievable _____



eVault

**TEXAS BUSINESS & COMMERCE CODE
DISCHARGE BY CANCELLATION OR RENUNCIATION
§ 3-604**



UCC Defined
Negotiable Instrument _____

Unenforceable
Instrument _____

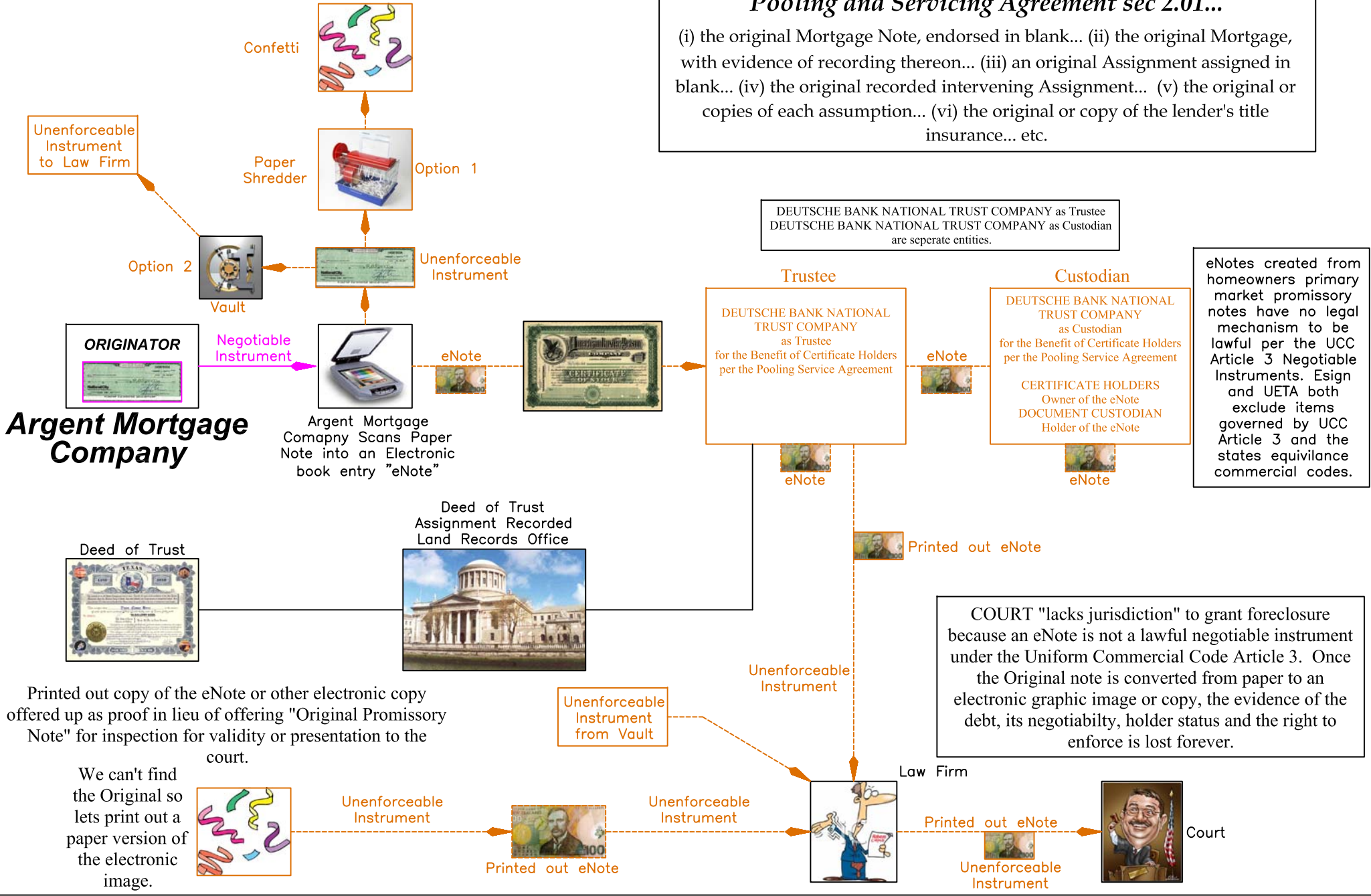
UCC Defined
Negotiable Instrument

Why the Original can not be presented!

Unenforceable
Instrument

Argent Securities Trust 2006-W4
Pooling and Servicing Agreement sec 2.01...

(i) the original Mortgage Note, endorsed in blank... (ii) the original Mortgage, with evidence of recording thereon... (iii) an original Assignment assigned in blank... (iv) the original recorded intervening Assignment... (v) the original or copies of each assumption... (vi) the original or copy of the lender's title insurance... etc.



DEUTSCHE BANK NATIONAL TRUST COMPANY as Trustee
DEUTSCHE BANK NATIONAL TRUST COMPANY as Custodian
are separate entities.

eNotes created from homeowners primary market promissory notes have no legal mechanism to be lawful per the UCC Article 3 Negotiable Instruments. Esign and UETA both exclude items governed by UCC Article 3 and the states equivalence commercial codes.

COURT "lacks jurisdiction" to grant foreclosure because an eNote is not a lawful negotiable instrument under the Uniform Commercial Code Article 3. Once the Original note is converted from paper to an electronic graphic image or copy, the evidence of the debt, its negotiability, holder status and the right to enforce is lost forever.

Printed out copy of the eNote or other electronic copy offered up as proof in lieu of offering "Original Promissory Note" for inspection for validity or presentation to the court.

We can't find the Original so lets print out a paper version of the electronic image.

Argent Securities Trust 2006-W4

Accession Number 882377-6-1599

Pooling and Servicing Agreement

ARGENT SECURITIES INC.

Depositor

AMERIQUEST MORTGAGE COMPANY

Master Servicer

and

DEUTSCHE BANK NATIONAL TRUST COMPANY

Trustee

POOLING AND SERVICING AGREEMENT

Dated as of [April 1, 2006](#)

ASSET-BACKED PASS-THROUGH CERTIFICATES

SERIES 2006-W4

SECTION 2.01. Conveyance of Mortgage Loans. excerpt (vi)

The Master Servicer (in its capacity as Seller) shall promptly (and in no event later than thirty (30) Business Days, subject to extension upon a mutual agreement between the Master Servicer and the Trustee, following the later of (i) the Closing

Date, (ii) the date on which the Seller receives the Assignment from the Custodian and (iii) the date of receipt by the Master Servicer of the recording information for a Mortgage) submit or cause to be submitted for recording, at no expense to the Trust Fund or the Trustee, in the appropriate public office for real property records, each Assignment referred to in Sections 2.01(iii) and (iv) above and shall execute each original Assignment referred to in Section 2.01(iii) above in the following form: "*Deutsche Bank National Trust Company, as Trustee under the applicable agreement.*"

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(iii) an original Assignment assigned in blank, without recourse;

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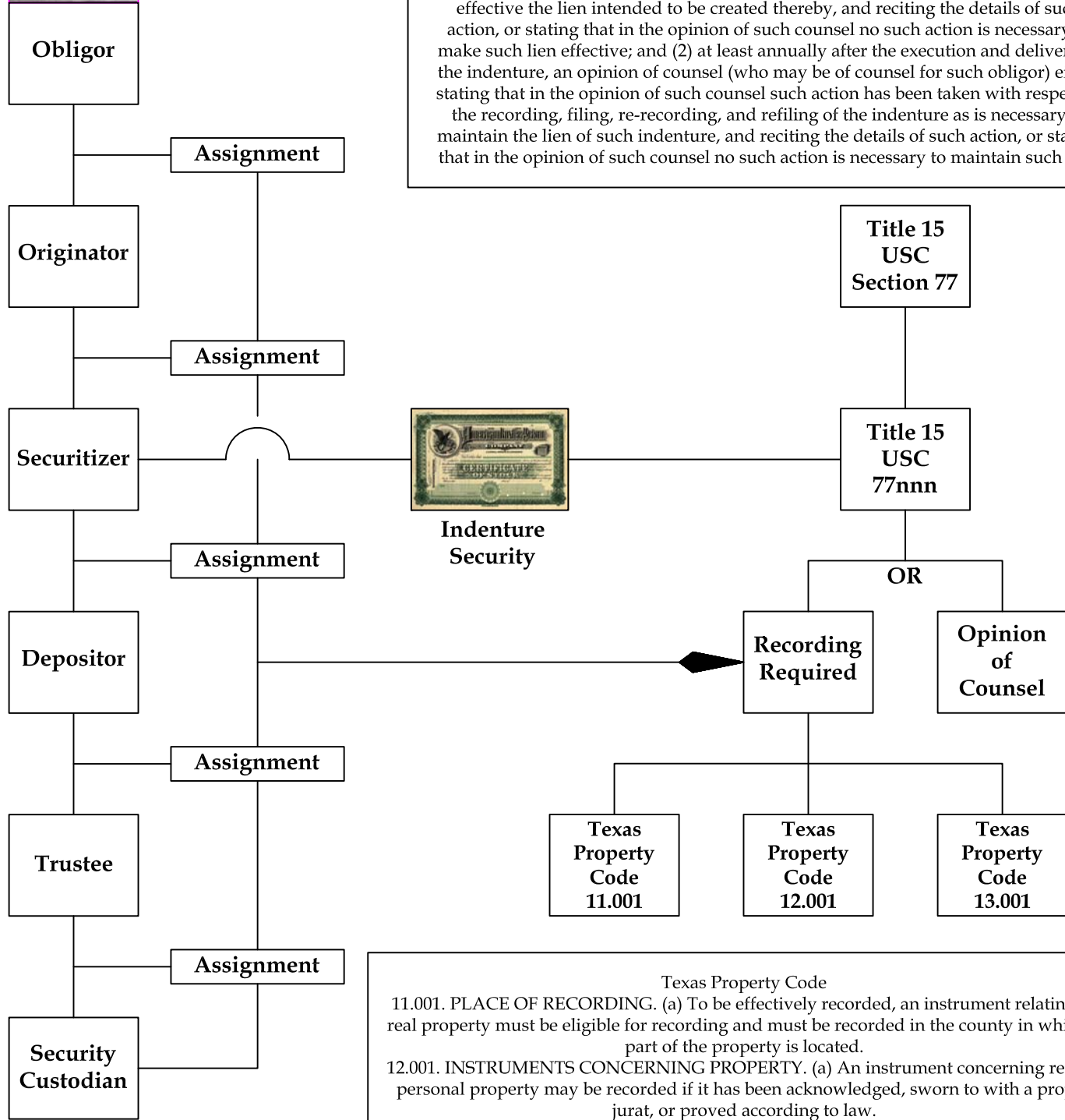
Commerce and Trade - 15 USC

Assignments (Recording/ Opinion of Counsel)



Commerce and Trade - 15 USC Sec. 77nnn
 Reports by obligor; evidence of compliance with indenture provisions
 (b) Evidence of recording of indenture.

If the indenture to be qualified is or is to be secured by the mortgage or pledge of property, the obligor upon the indenture securities shall furnish to the indenture trustee - (1) promptly after the execution and delivery of the indenture, an opinion of counsel (who may be of counsel for such obligor) either stating that in the opinion of such counsel the indenture has been properly recorded and filed so as to make effective the lien intended to be created thereby, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to make such lien effective; and (2) at least annually after the execution and delivery of the indenture, an opinion of counsel (who may be of counsel for such obligor) either stating that in the opinion of such counsel such action has been taken with respect to the recording, filing, re-recording, and refiling of the indenture as is necessary to maintain the lien of such indenture, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to maintain such lien.



Texas Property Code

11.001. PLACE OF RECORDING. (a) To be effectively recorded, an instrument relating to real property must be eligible for recording and must be recorded in the county in which a part of the property is located.

12.001. INSTRUMENTS CONCERNING PROPERTY. (a) An instrument concerning real or personal property may be recorded if it has been acknowledged, sworn to with a proper jurat, or proved according to law.

13.001. VALIDITY OF UNRECORDED INSTRUMENT. A conveyance of real property or an interest in real property or a mortgage or deed of trust is void as to a creditor or to a subsequent purchaser for a valuable consideration without notice unless the instrument has been acknowledged, sworn to, or proved and filed for record as required by law.

Lost Candy Bar

(Lost Note Affidavits)

Uniform Commercial Code

§ 3-309. ENFORCEMENT OF LOST, DESTROYED, OR STOLEN INSTRUMENT.

(a) A person not in possession of an instrument is entitled to enforce the instrument if:

(1) the person seeking to enforce the instrument

(A) was entitled to enforce it the instrument when loss of possession occurred, or

(B) has directly or indirectly acquired ownership of the instrument from a person who was entitled to enforce the instrument when loss of possession occurred;

(2) the loss of possession was not the result of a transfer by the person or a lawful seizure; and

(3) the person cannot reasonably obtain possession of the instrument because the instrument was destroyed, its whereabouts cannot be determined, or it is in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process.

(b) A person seeking enforcement of an instrument under subsection (a) must prove the terms of the instrument and the person's right to enforce the instrument. If that proof is made, Section 3-308 applies to the case as if the person seeking enforcement had produced the instrument. The court may not enter judgment in favor of the person seeking enforcement unless it finds that the person required to pay the instrument is adequately protected against loss that might occur by reason of a claim by another person to enforce the instrument. Adequate protection may be provided by any reasonable means.

§ 3-604. DISCHARGE BY CANCELLATION OR RENUNCIATION.

(a) A person entitled to enforce an instrument, with or without consideration, may discharge the obligation of a party to pay the instrument (i) by an intentional voluntary act, such as surrender of the instrument to the party, destruction, mutilation, or cancellation of the instrument, cancellation or striking out of the party's signature, or the addition of words to the instrument indicating discharge, or (ii) by agreeing not to sue or otherwise renouncing rights against the party by a signed record.

(b) Cancellation or striking out of an indorsement pursuant to subsection (a) does not affect the status and rights of a party derived from the indorsement.

(c) As used in this section, "signed," with respect to a record that is not a writing, includes the attachment to or logical association with the record of an electronic symbol, sound, or process to or with the record with the present intent to adopt or accept the record.

Scenario 1

The seller takes all the slips just before Christmas and enforces the slips and collects a dollar bill from all the buyers that signed slips and buys new candy bar display. Slips can be either negotiable or non-negotiable.

Scenario 2

The seller takes the slips and bundles a 100 of them together and sells these slips to the bank. Banks pays the seller who then has enough money to buy a new candy bar display case so he can sell more candy bars. The slips are required to be negotiable per UCC.

Scenario 3

(Enter the world of emerging technology – Primary Market Book-Entry)

(Legal Authority granted by the Esign Act and UETA laws) – False

(The Uniform Commercial Code governs negotiable instruments)

Seller takes all the slips and scans the slips into a graphic image and enters all the data into a spreadsheet and saves all this newly created electronic data onto a CD-ROM. Seller then sells this CD-ROM to the bank. The seller doesn't want all the old slips sitting in his till as he has no

room so he takes them out back and destroys them. (§ 3-604. DISCHARGE BY CANCELLATION OR RENUNCIATION. (a) A person entitled to enforce an instrument, with or without consideration, may discharge the obligation of a party to pay the instrument (i) by an intentional voluntary act, such as surrender of the instrument to the party, destruction...) It is of no difference to the seller whether the paper exists or not for he has been paid. Where are the Candy Cops when you need them?

The bank sells this CD-ROM to Biggie Bank. Biggie Bank wants to enforce the slips and collects his dollar bill but seller says prove to me I owe you a dollar bill. Biggie Bank then has a Vice President sign an affidavit because his title sounds impressive. Teller then prints out the graphic image of the slip and attaches to the affidavit and submits to the courts as proof so biggie Bank can have a new replacement slip. Biggie Bank relies upon the UCC to support the enforcement action.

(§ 3-309. ENFORCEMENT OF LOST, DESTROYED, OR STOLEN INSTRUMENT.

(3) the person cannot reasonably obtain possession of the instrument because the instrument was destroyed, its whereabouts cannot be determined, or it is in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process.

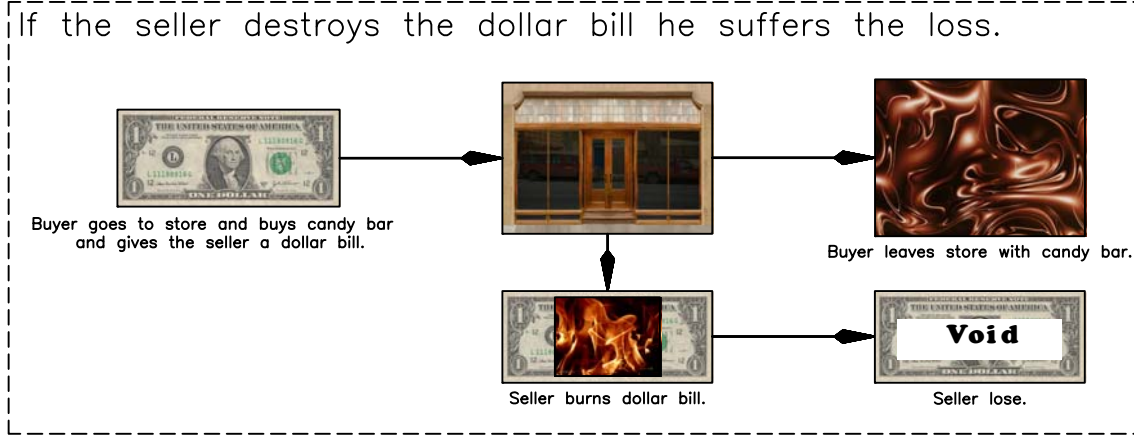
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PROOF OF SIGNATURES AND STATUS AS HOLDER IN DUE COURSE. (a) In an action with respect to an instrument, the authenticity of, and authority to make, each signature on the instrument is admitted unless specifically denied in the pleadings. If the validity of a signature is denied in the pleadings, the burden of establishing validity is on the person claiming validity, but the signature is presumed to be authentic and authorized unless the action is to enforce the liability of the purported signer and the signer is dead or incompetent at the time of trial of the issue of validity of the signature. If an action to enforce the instrument is brought against a person as the undisclosed principal of a person who signed the instrument as a party to the instrument, the plaintiff has the burden of establishing that the defendant is liable on the instrument as a represented person under Section 3-402(a).

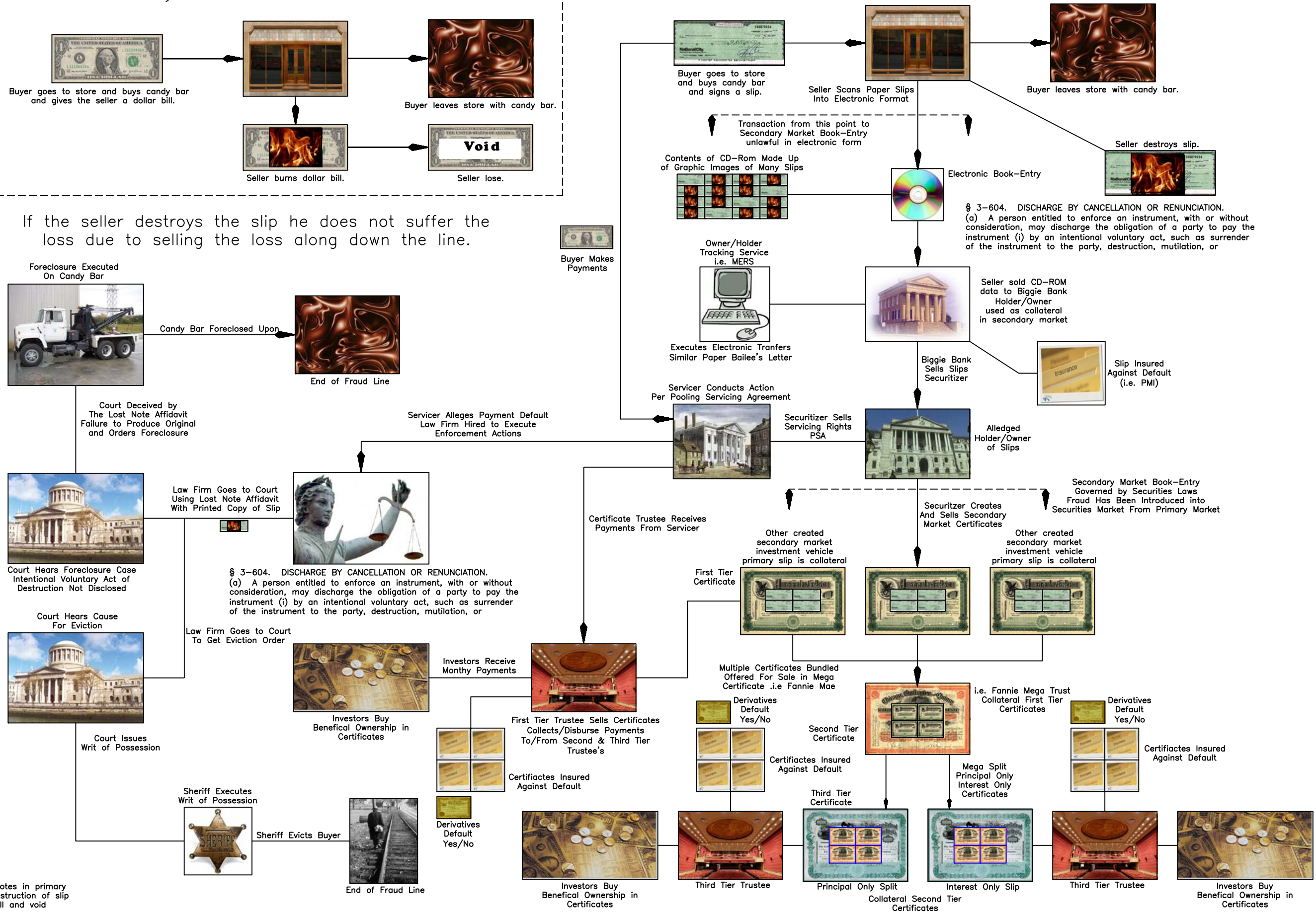
(b) If the validity of signatures is admitted or proved and there is compliance with subsection (a), a plaintiff producing the instrument is entitled to payment if the plaintiff proves entitlement to enforce the instrument under Section 3-301, unless the defendant proves a defense or claim in recoupment. If a defense or claim in recoupment is proved, the right to payment of the plaintiff is subject to the defense or claim, except to the extent the plaintiff proves that the plaintiff has rights of a holder in due course which are not subject to the defense or claim.)

Biggie Bank has no right to enforce the slip and go collect the dollar bill because the seller intentional and voluntarily destroyed the slip which rendered the slip null and void.

Lost Candy Bar Lost Note Affidavits - UCC

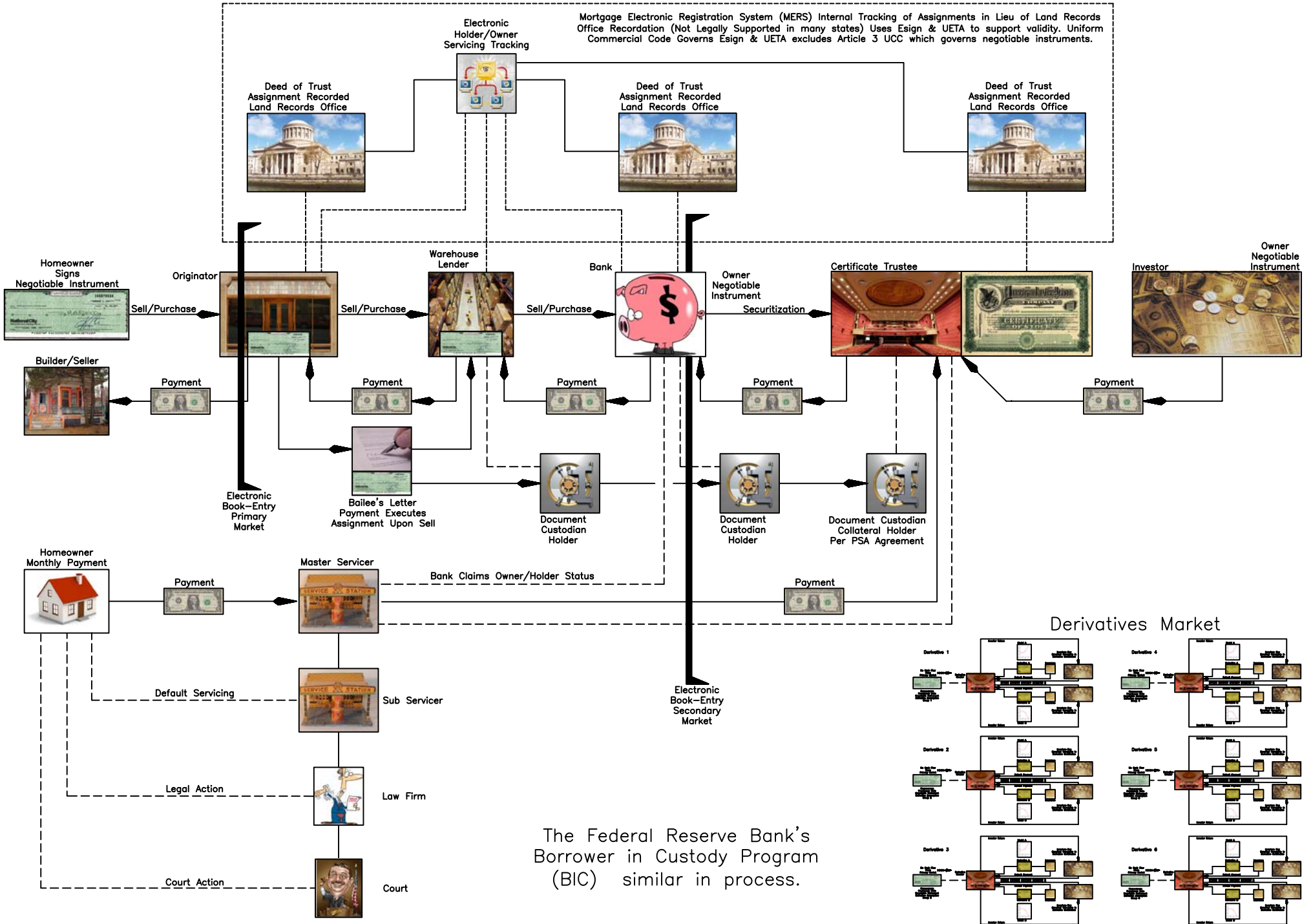


If the seller destroys the slip he does not suffer the loss due to selling the loss along the line.

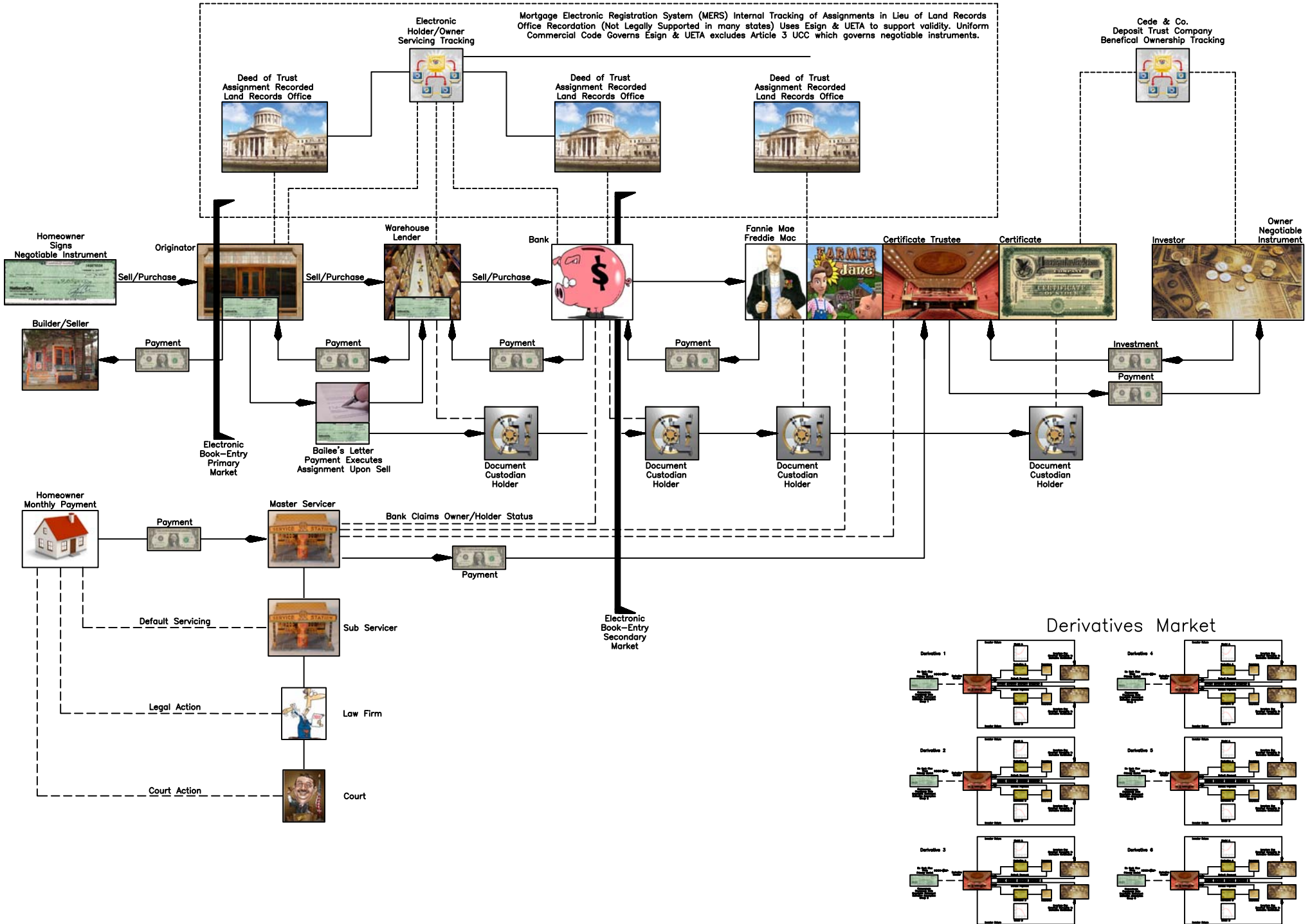


No law to support electronic notes in primary market Intentional Voluntary Destruction of slip renders debt obligation null and void

Follow the (NOTE) Negotiable Instrument / Deed of Trust Assignments

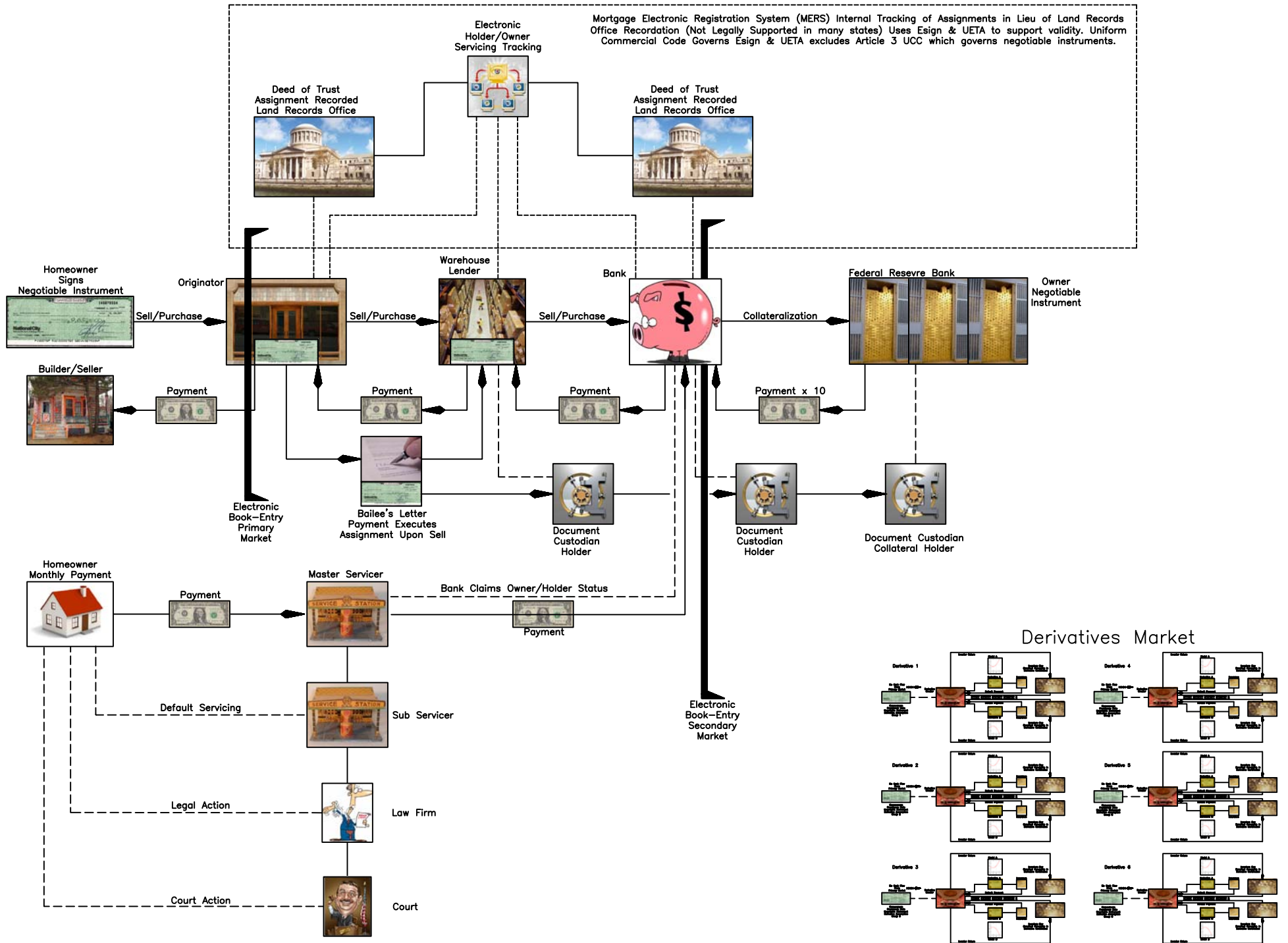


Follow the (NOTE) Negotiable Instrument / Deed of Trust Assignments / Fannie - Freddie

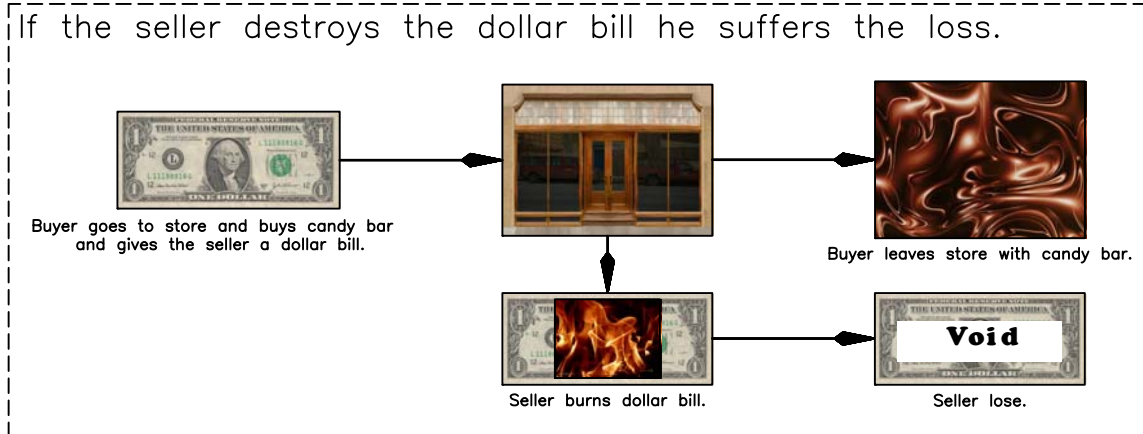


Follow the (NOTE) Negotiable Instrument / Deed of Trust Assignments / BIC Program

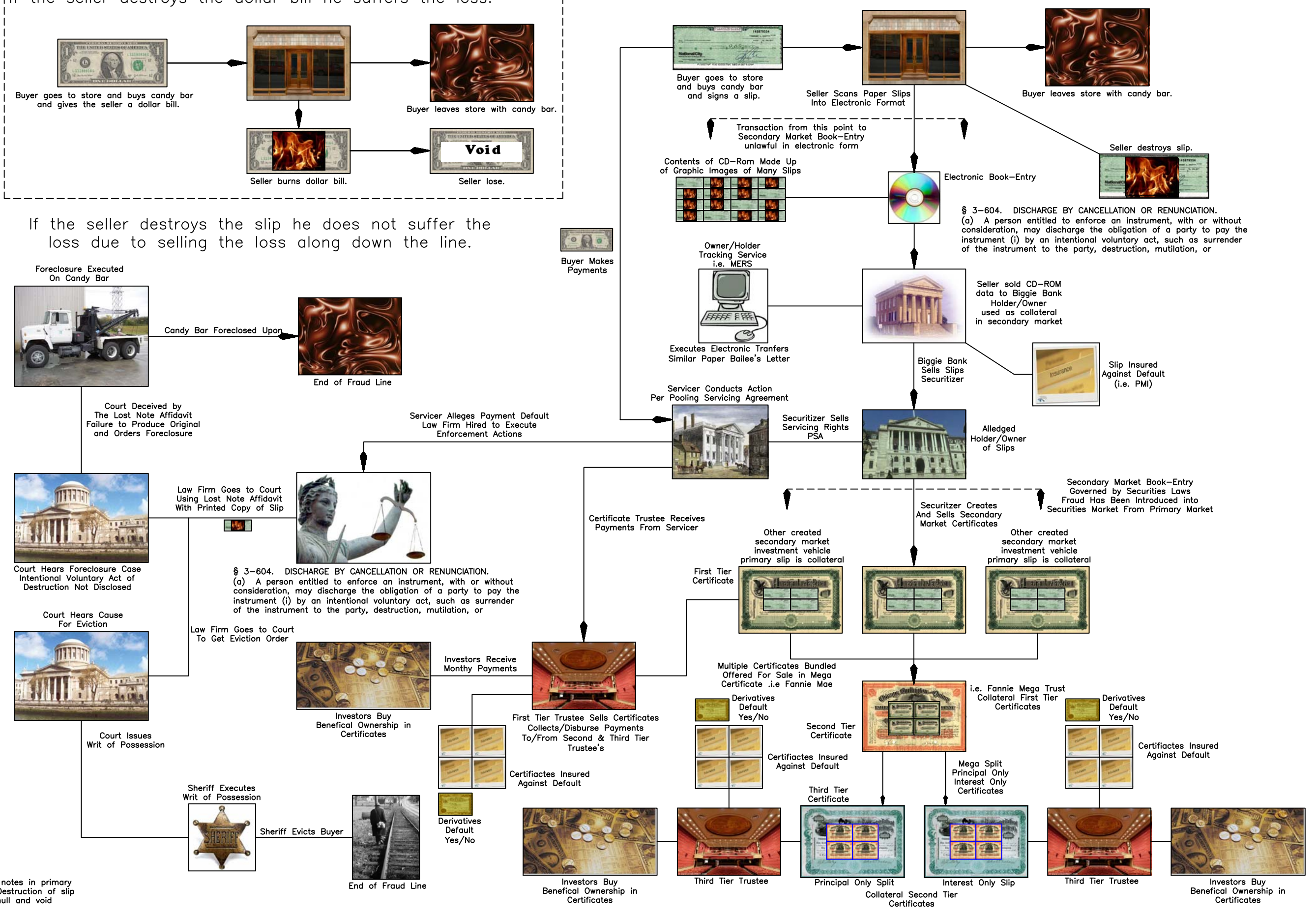
Mortgage Electronic Registration System (MERS) Internal Tracking of Assignments in Lieu of Land Records Office Recordation (Not Legally Supported in many states) Uses Esign & UETA to support validity. Uniform Commercial Code Governs Esign & UETA excludes Article 3 UCC which governs negotiable instruments.



Lost Candy Bar Lost Note Affidavits - UCC

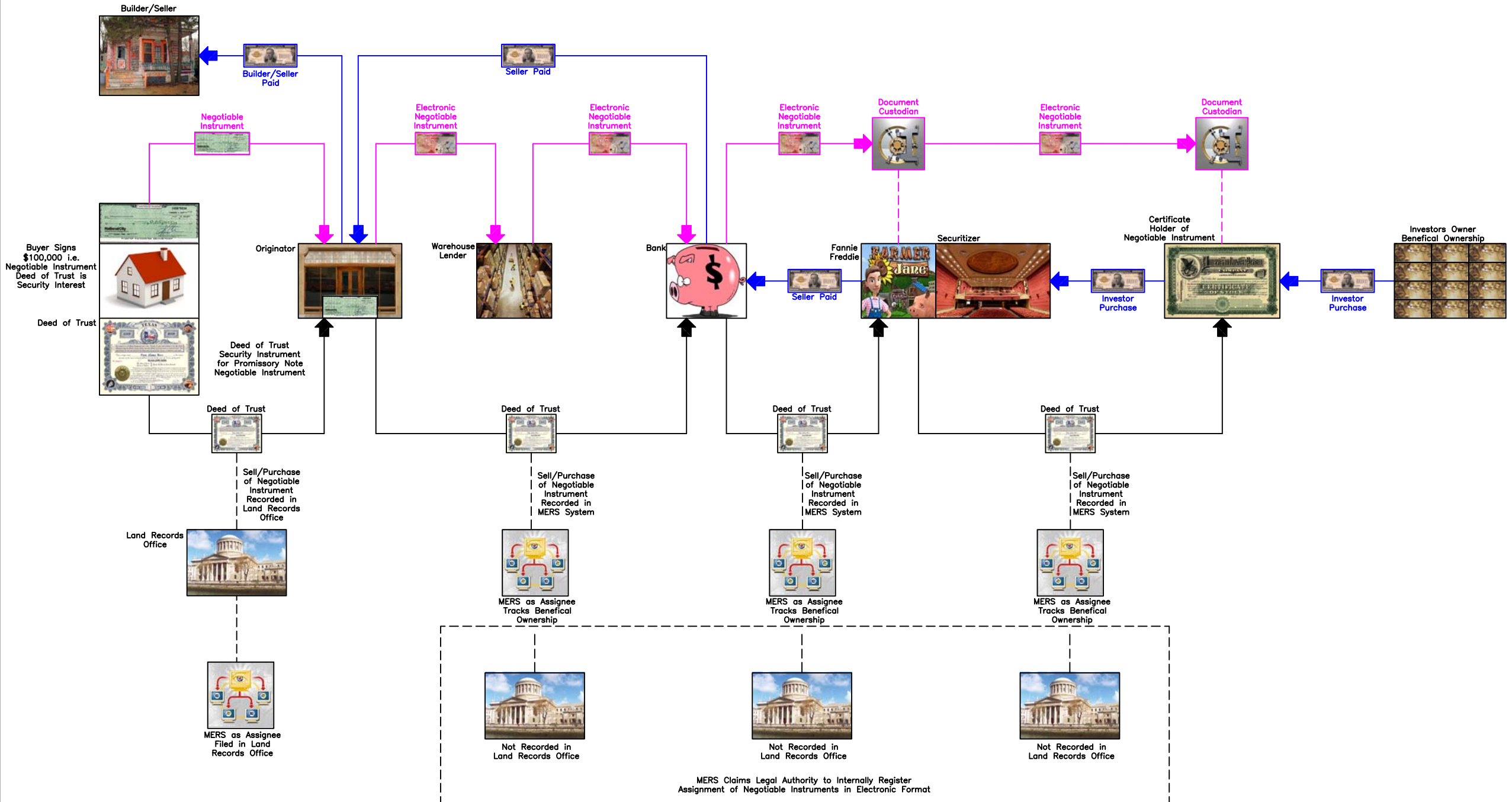


If the seller destroys the slip he does not suffer the loss due to selling the loss along the line.

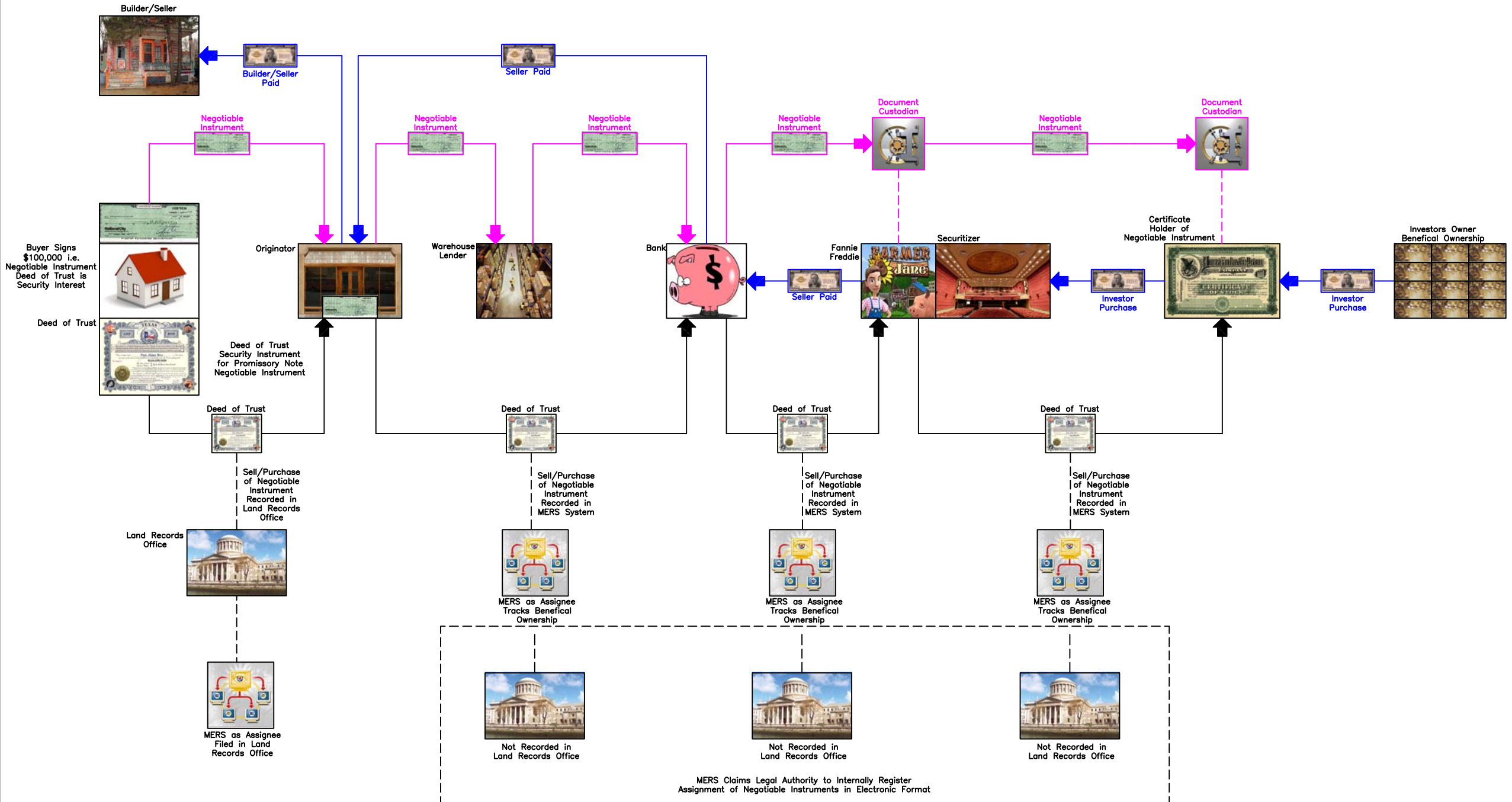


No law to support electronic notes in primary market Intentional Voluntary Destruction of slip renders debt obligation null and void

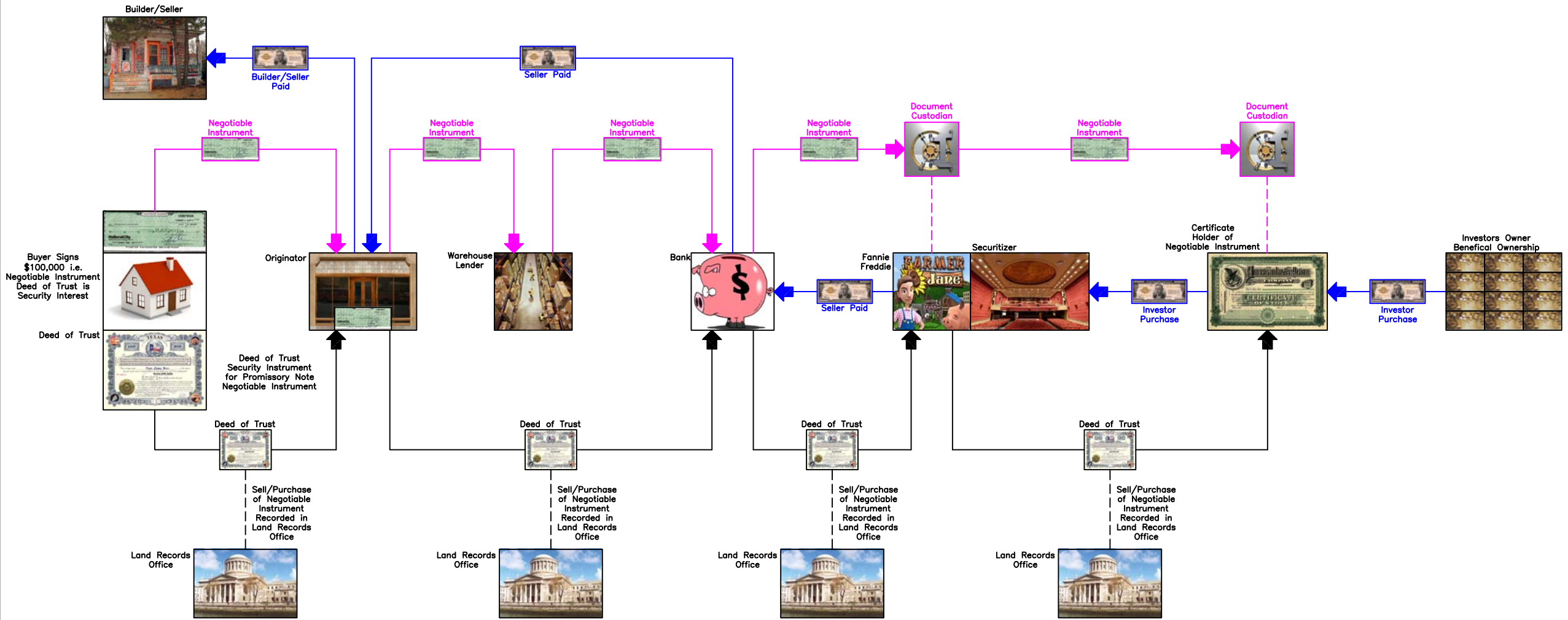
The Negotiable Instrument / Buyer to Investor MERS Electronic System



The Negotiable Instrument / Buyer to Investor MERS System

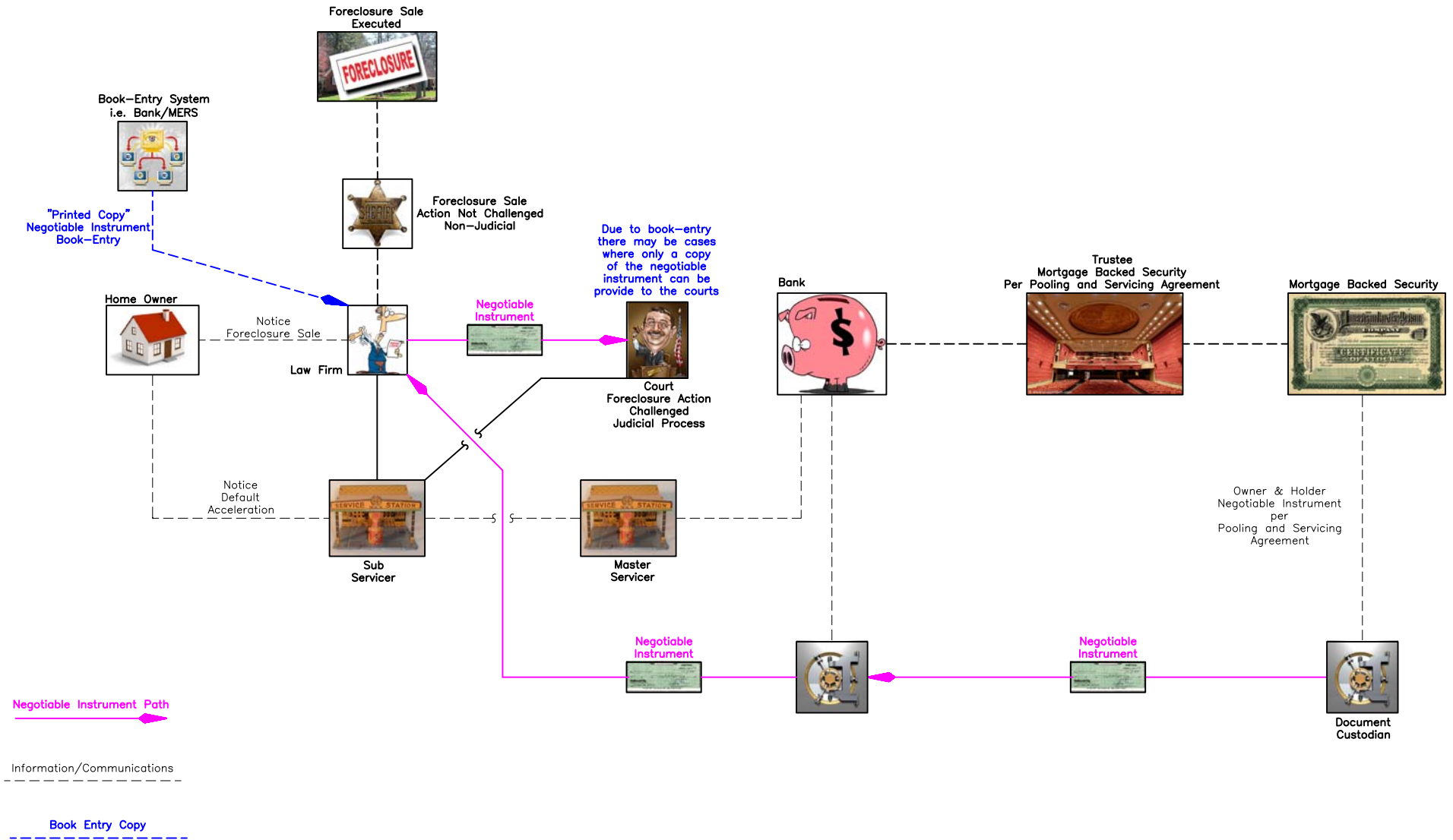


The Negotiable Instrument / Buyer to Investor



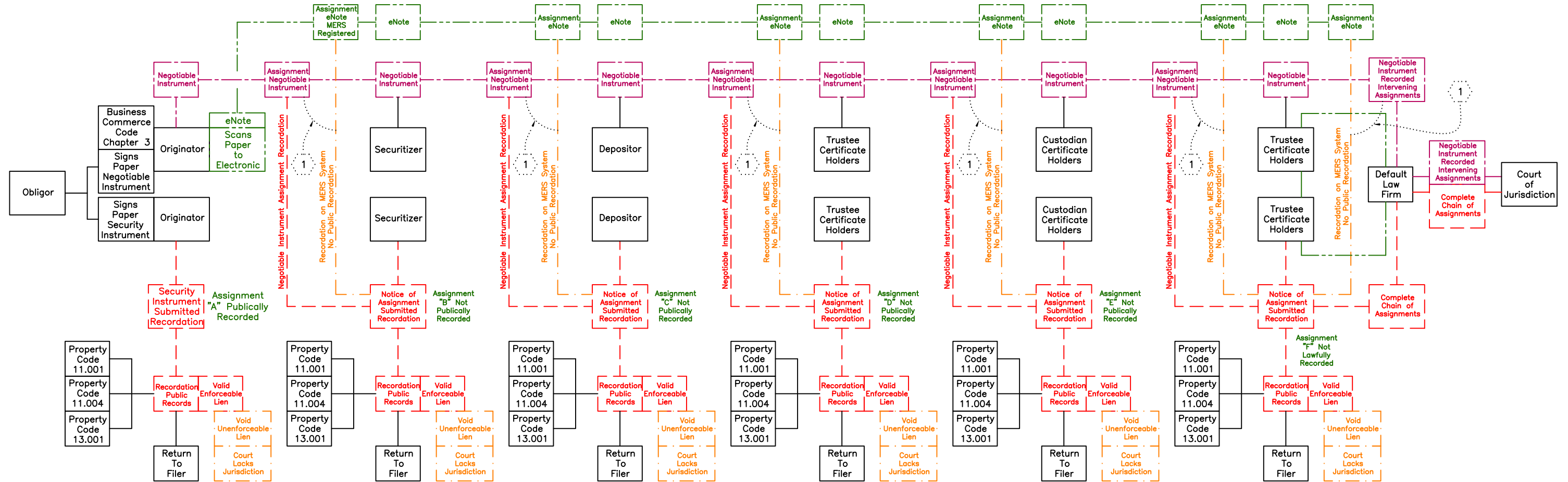
Foreclosure/Negotiable Instrument/Non-Judicial

Challenge of Non-Judicial Foreclosure results in Judicial Procedure



Negotiable Instrument / eNote / Assignment Recordation

<p>3.201. NEGOTIATION "Negotiation" means a transfer of possession of an instrument by a person other than the issuer to a person who thereby becomes its holder. Except for negotiation by a remitter, if an instrument is payable to an identified person, negotiation requires transfer of possession of the instrument and its indorsement by the holder.</p>	<p>3.203. TRANSFER OF INSTRUMENT; RIGHTS ACQUIRED BY TRANSFER. An instrument is transferred when it is delivered giving to the person receiving delivery the right to enforce the instrument. The transferee cannot acquire rights of a holder in due course by a transfer from a holder in due course if the transferee engaged in fraud or illegality affecting the instrument. Negotiation of the instrument does not occur until the indorsement is made.</p>	<p>3.302. HOLDER IN DUE COURSE "holder in due course" means the holder of an instrument if the instrument when issued or negotiated to the holder does not bear such apparent evidence of forgery or alteration or is not otherwise so irregular or incomplete as to call into question its authenticity.</p>	<p>3.308. PROOF OF SIGNATURES AND STATUS AS HOLDER IN DUE COURSE. (a) In an action with respect to an instrument, the authenticity of, and authority to make, each signature on the instrument are admitted unless specifically denied in the pleadings.</p>
<p>3.416. TRANSFER WARRANTIES A person who transfers an instrument for consideration warrants to the transferee and, if the transfer is by indorsement, to any subsequent transferee that the warrantor is a person entitled to enforce the instrument; all signatures on the instrument are authentic and authorized;</p>	<p>3.604. DISCHARGE BY CANCELLATION OR RENUNCIATION A person entitled to enforce an instrument, with or without consideration, may discharge the obligation of a party to pay the instrument by an intentional voluntary act, such as surrender of the instrument to the party, destruction, mutilation, or cancellation of the instrument.</p>		

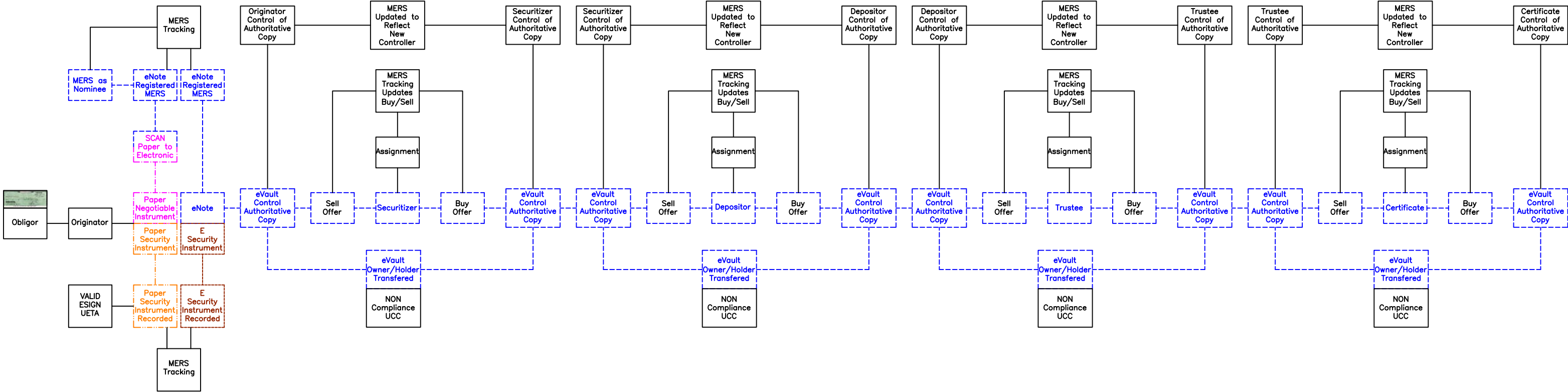


1 MERS Assumes Registration/Tracking of Paper Negotiable Instruments in Electronic Book Keeping System

- Unenforceable Lien
Courts Lacks Jurisdiction
- Electronic Negotiable Instrument - Non Lawful
- Assignment to be Recorded in Public Land Records Office
- Negotiable Instrument Uniform Commercial Code

<p>11.001. PLACE OF RECORDING. (a) To be effectively recorded, an instrument relating to real property must be eligible for recording and must be recorded in the county in which a part of the property is located.</p>	<p>11.004. DUTY OF RECORDER A county clerk shall correctly record, as required by law, within a reasonable time after delivery, any instrument authorized or required to be recorded in that clerk's office that is proved, acknowledged, or sworn to according to law.</p>	<p>13.001. VALIDITY OF UNRECORDED INSTRUMENT A conveyance of real property or an interest in real property or a mortgage or deed of trust is void as to a creditor or to a subsequent purchaser for a valuable consideration without notice unless the instrument has been acknowledged, sworn to, or proved and filed for record as required by law.</p>
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MERS TRACKING



Paper Neogtioble Instrument - - - - -
 Paper Security Instrument - - - - -
 eNote - - - - -
 Electronic Security Instrument - - - - -

Why the Original has to be presented!

Without a debt obligation there can be no enforcement action.

UCC Defined Negotiable Instrument

Unenforceable Instrument

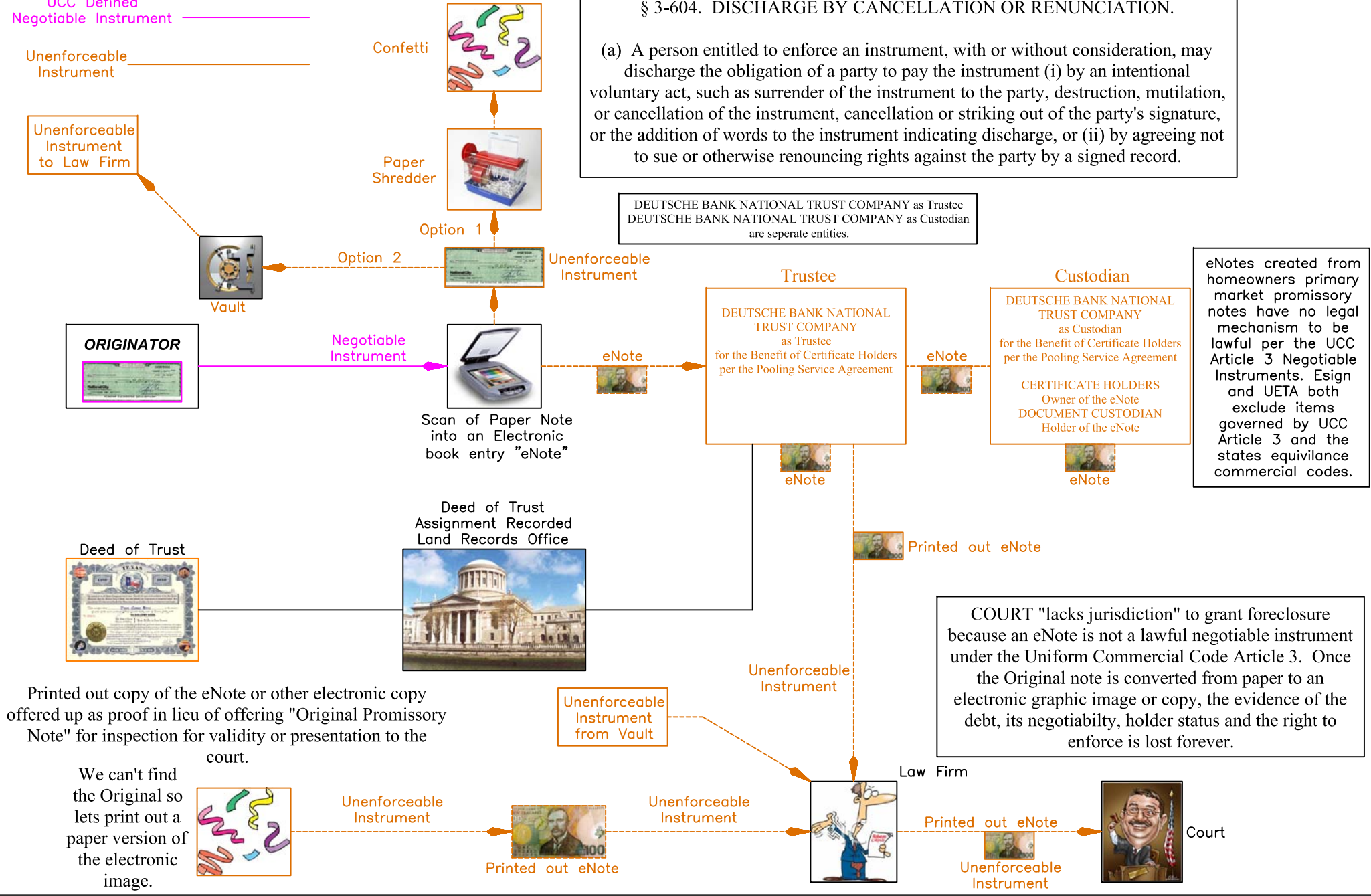
Unenforceable Instrument to Law Firm

Uniform Commercial Code
§ 3-604. DISCHARGE BY CANCELLATION OR RENUNCIATION.

(a) A person entitled to enforce an instrument, with or without consideration, may discharge the obligation of a party to pay the instrument (i) by an intentional voluntary act, such as surrender of the instrument to the party, destruction, mutilation, or cancellation of the instrument, cancellation or striking out of the party's signature, or the addition of words to the instrument indicating discharge, or (ii) by agreeing not to sue or otherwise renouncing rights against the party by a signed record.

DEUTSCHE BANK NATIONAL TRUST COMPANY as Trustee
DEUTSCHE BANK NATIONAL TRUST COMPANY as Custodian
are separate entities.

eNotes created from homeowners primary market promissory notes have no legal mechanism to be lawful per the UCC Article 3 Negotiable Instruments. Esign and UETA both exclude items governed by UCC Article 3 and the states equivilance commercial codes.



Printed out copy of the eNote or other electronic copy offered up as proof in lieu of offering "Original Promissory Note" for inspection for validity or presentation to the court.

We can't find the Original so lets print out a paper version of the electronic image.

COURT "lacks jurisdiction" to grant foreclosure because an eNote is not a lawful negotiable instrument under the Uniform Commercial Code Article 3. Once the Original note is converted from paper to an electronic graphic image or copy, the evidence of the debt, its negotiability, holder status and the right to enforce is lost forever.

When the Original is a Forgery.

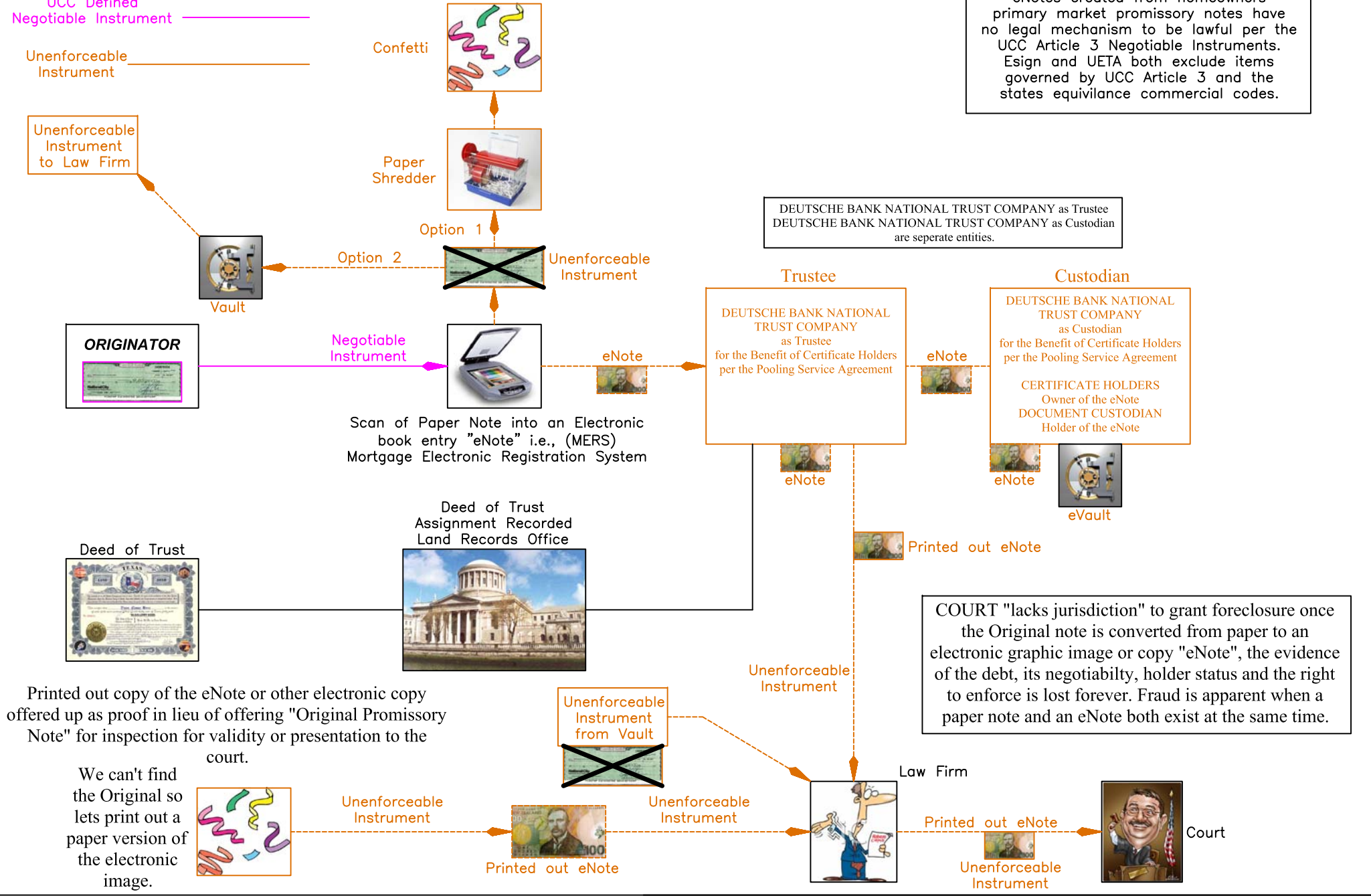
UCC Defined Negotiable Instrument

Unenforceable Instrument

Unenforceable Instrument to Law Firm

eNotes created from homeowners primary market promissory notes have no legal mechanism to be lawful per the UCC Article 3 Negotiable Instruments. Esign and UETA both exclude items governed by UCC Article 3 and the states equivlance commercial codes.

DEUTSCHE BANK NATIONAL TRUST COMPANY as Trustee
DEUTSCHE BANK NATIONAL TRUST COMPANY as Custodian
are separete entities.



Scan of Paper Note into an Electronic book entry "eNote" i.e., (MERS) Mortgage Electronic Registration System

Deed of Trust Assignment Recorded Land Records Office

Deed of Trust

Printed out copy of the eNote or other electronic copy offered up as proof in lieu of offering "Original Promissory Note" for inspection for validity or presentation to the court.

We can't find the Original so lets print out a paper version of the electronic image.

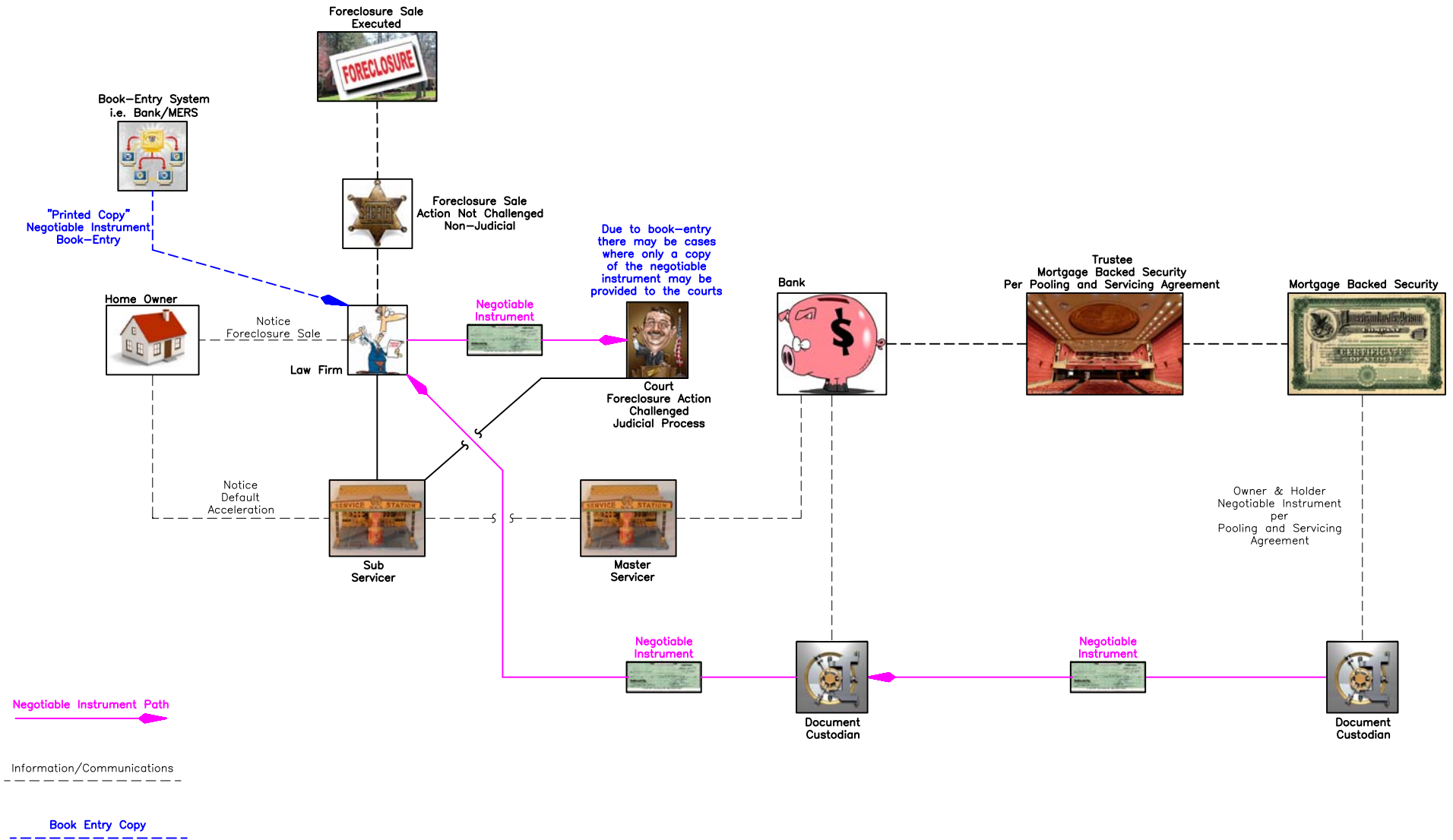
COURT "lacks jurisdiction" to grant foreclosure once the Original note is converted from paper to an electronic graphic image or copy "eNote", the evidence of the debt, its negotiability, holder status and the right to enforce is lost forever. Fraud is apparent when a paper note and an eNote both exist at the same time.

Law Firm

Court

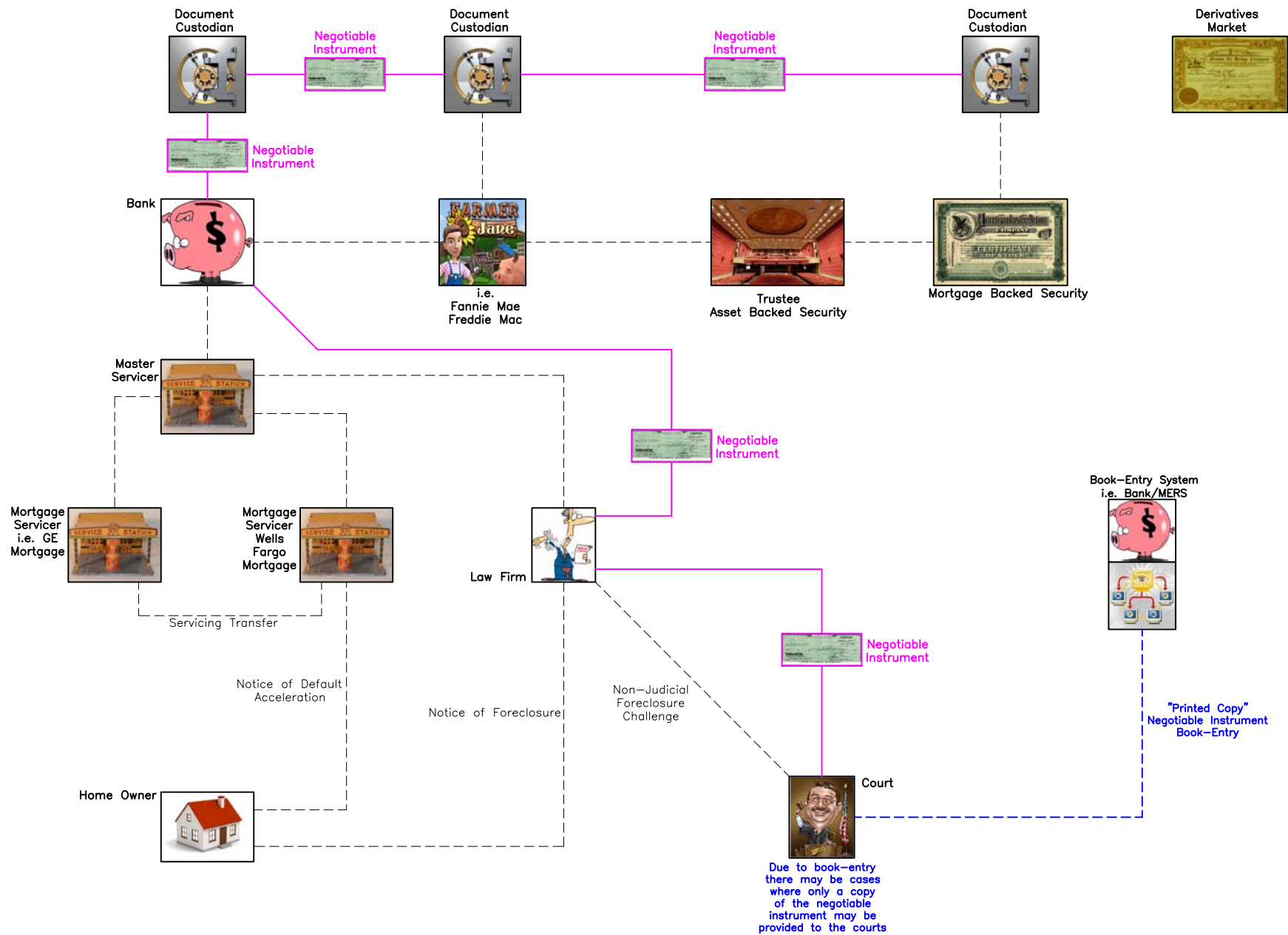
Foreclosure/Negotiable Instrument/Non-Judicial

Challenge of Non-Judicial Foreclosure results in Judicial Procedure



Non-Judicial Foreclosure i.e. Fannie Mae

Challenge of Non-Judicial Foreclosure results in Judicial Procedure



Negotiable Instrument Path

Information/Communications

Book Entry Copy

Due to book-entry there may be cases where only a copy of the negotiable instrument may be provided to the courts

Assumptions for eNote Process

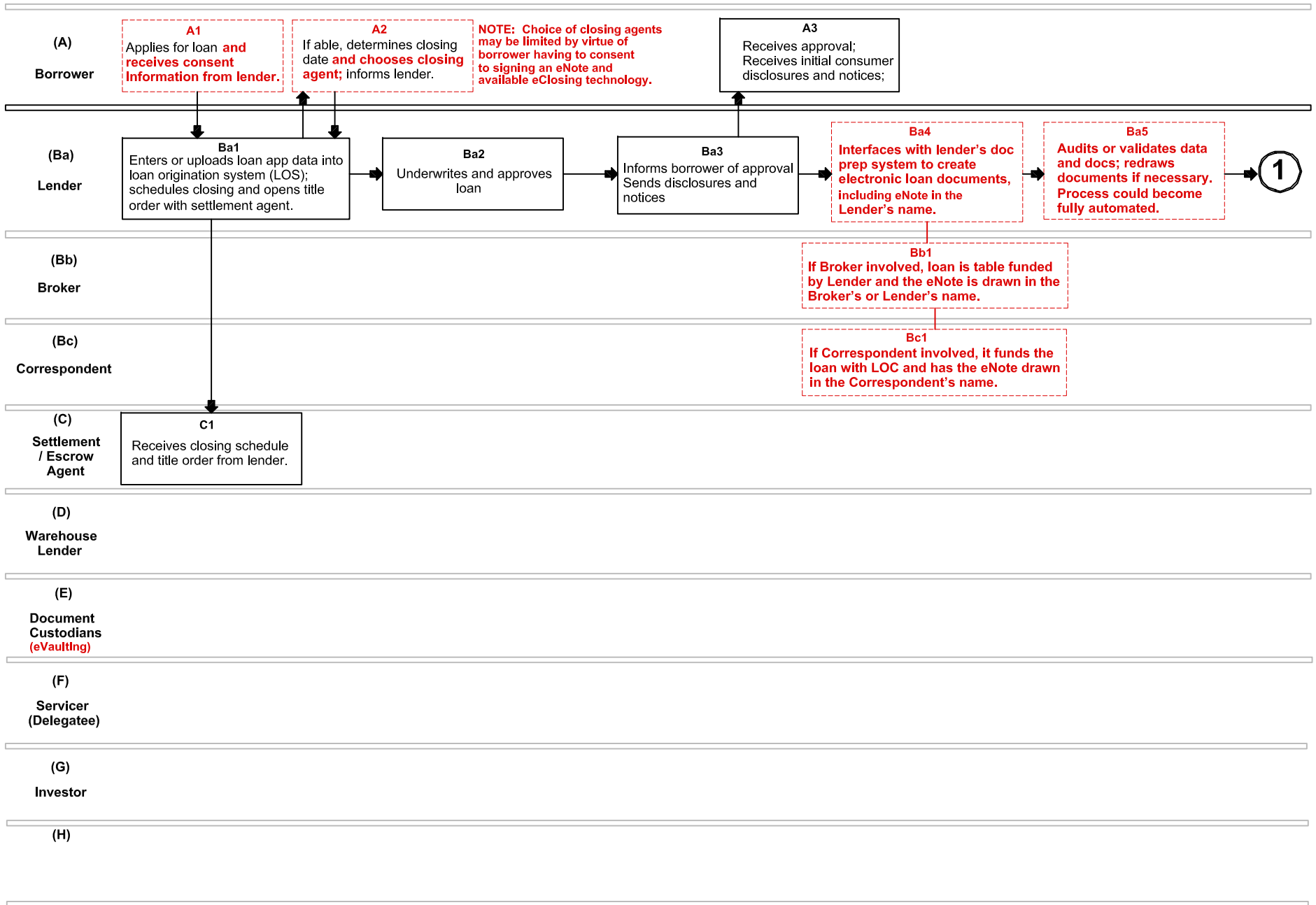
NOTE: This analysis follows the business process path of the eNote; mortgage instrument and other documents may be in paper.

- Borrower**
 - Borrower must consent to electronically signing an eNote.
- Lender**
 - Lender originating only an electronic note in the current MBA/MISMO SMARTDoc format specification; other parts of the mortgage process may be a combination of paper and electronic.
 - Lender will have closing platform technology to electronically sign and close eNote. Lender's closing agents will access lender's closing platform to electronically close eNotes.
- Originator (Broker)**
 - Name of the originator (broker) on the eNote is the first controller on the eRegistry.
 - Lender has e-enabled the originator (broker) to register eNote on the eRegistry.
- Correspondent**
 - Correspondent has its own warehouse line; is also e-enabled to register eNote.
- Closing Agent**
 - Closing agent may have competing technology to electronically sign and close eNotes.
 - Closing process results in an enforceable eNote.
 - If warehouse lender is part of the eRegistry, the lender will transfer control to the warehouse lender. Then, either:
 - Warehouse lender transfers control directly to the investor; OR
 - Warehouse lender transfers control back to the lender; lender would transfer control to the investor.
 - If warehouse lender is not part of the eRegistry, warehouse lender would "paper over" (through agreement with the lender) to give a security interest in the eNote to the warehouse lender.
- Warehouse Lender**
- Custodians**
 - Custodians have eVaults; have technology to automate the certification process of the eNote; and have connectivity with the eRegistry for the location of the eNote in the eVault.
- Servicer (Delegatee)**
 - Servicing system has to identify mortgage loan as having an eNote; system must also interface with the eRegistry.
 - Investor has granted "delegatee" status to the servicer to update eRegistry with certain servicing related transactions.
- Investor**
 - Investor is committed to the eRegistry for all eNotes delivered to them, i.e., all eNotes that an investor purchases or pools are registered on the MERS eRegistry.
 - Investor will allow for "hybrid" pools, i.e., commingling of paper and electronic notes in one pool.
- Trustee**
 - Trustee (of a rated security) is part of the eRegistry and will act as a controller.

PAPER vs. ELECTRONIC NOTE PROCESS

Pre-Closing

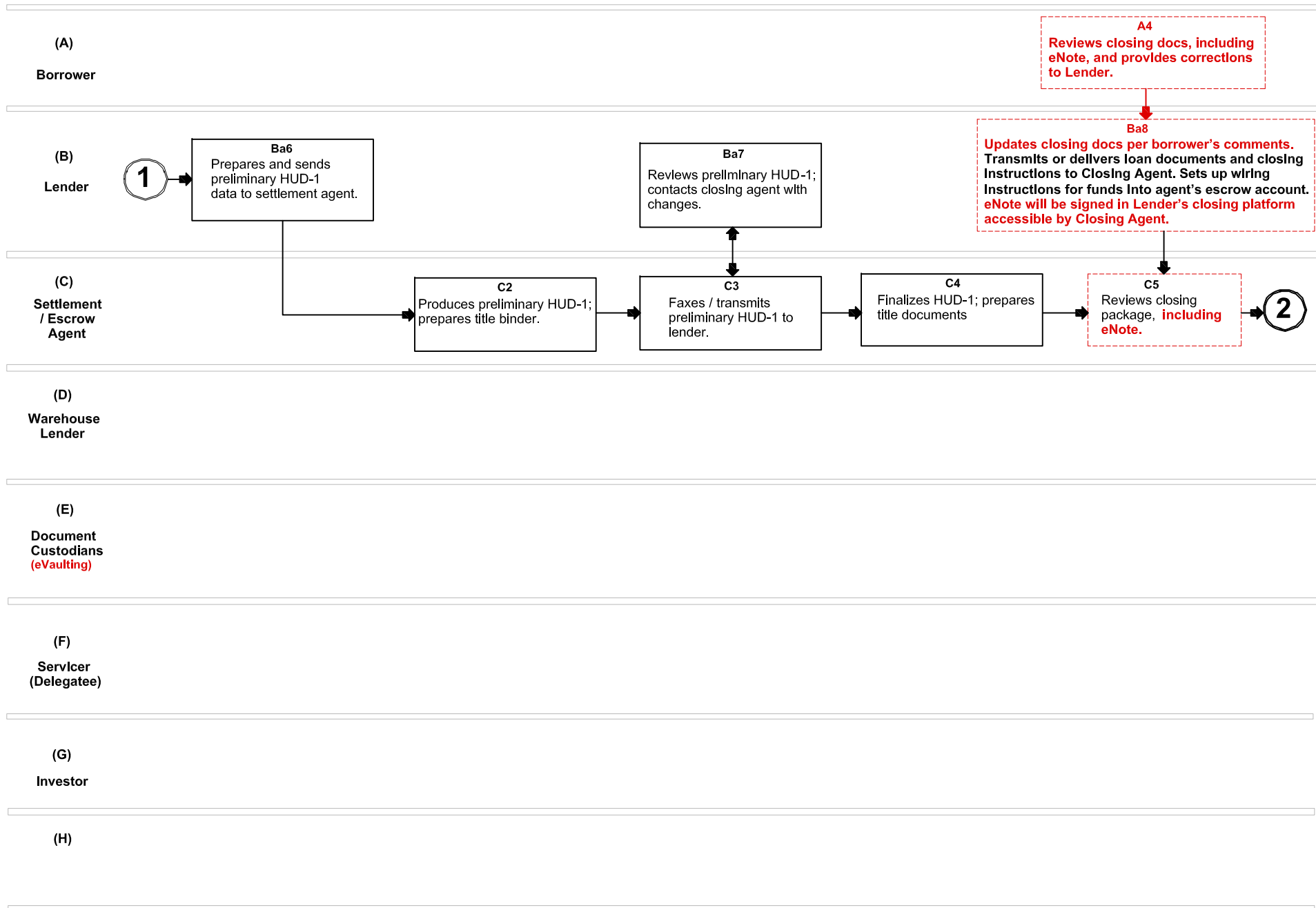
RED indicates process involving eNote.



PAPER vs. ELECTRONIC NOTE PROCESS

Pre-Closing

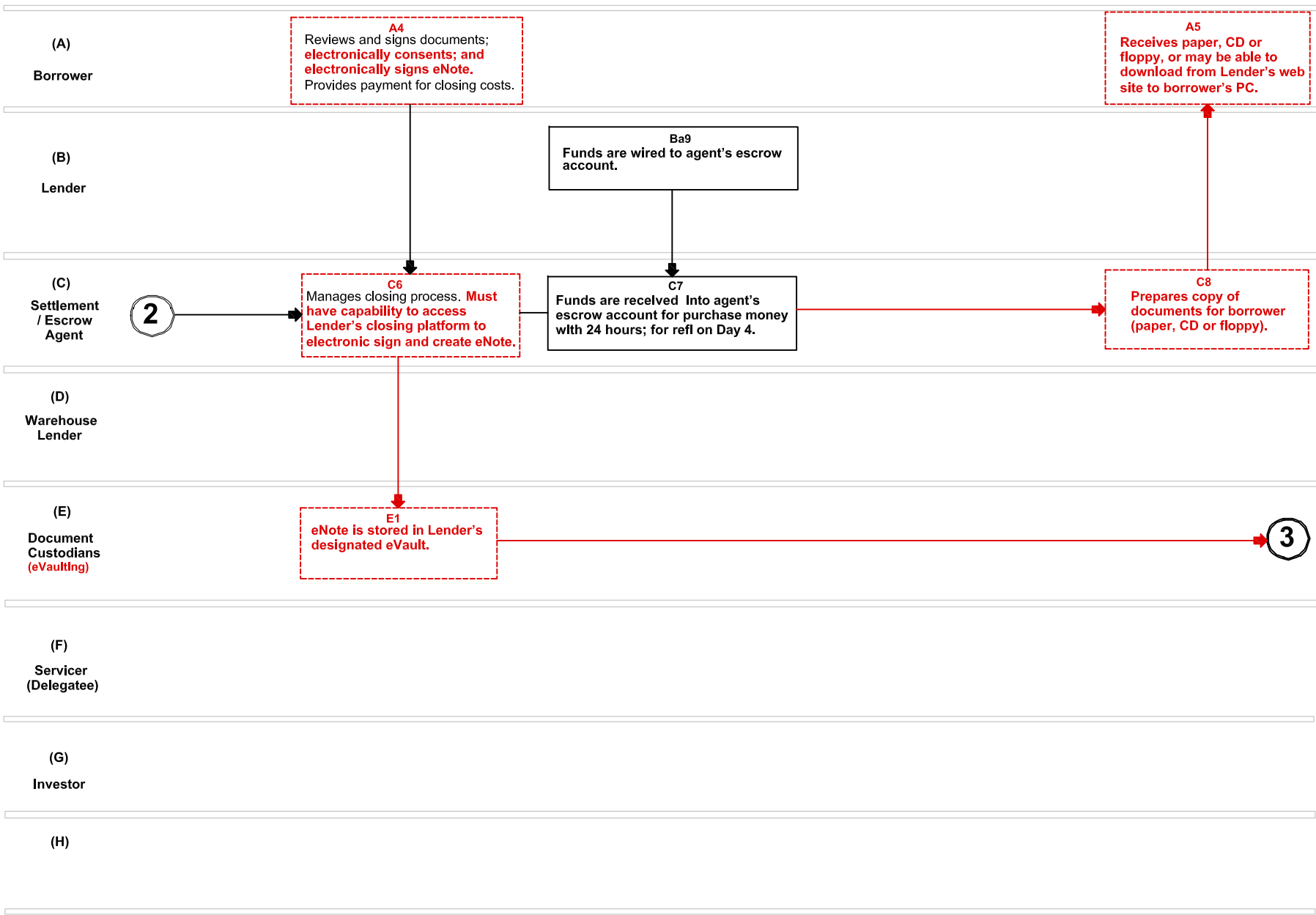
RED indicates process involving eNote.



RED indicates process involving eNote.

PAPER vs. ELECTRONIC NOTE PROCESS

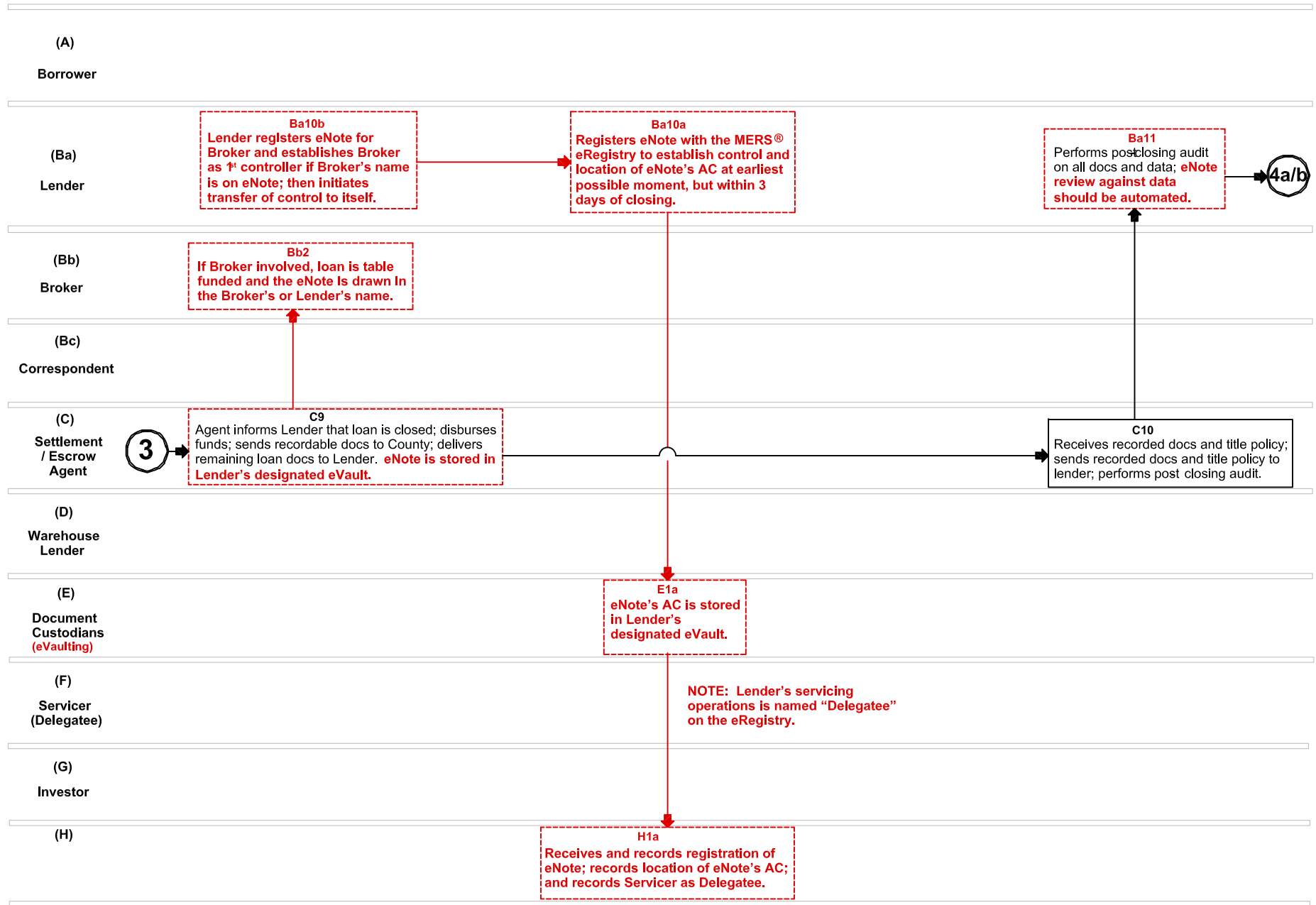
Closing



PAPER vs. ELECTRONIC NOTE PROCESS

Post-Closing: Retail Lender (servicing retained) and Broker

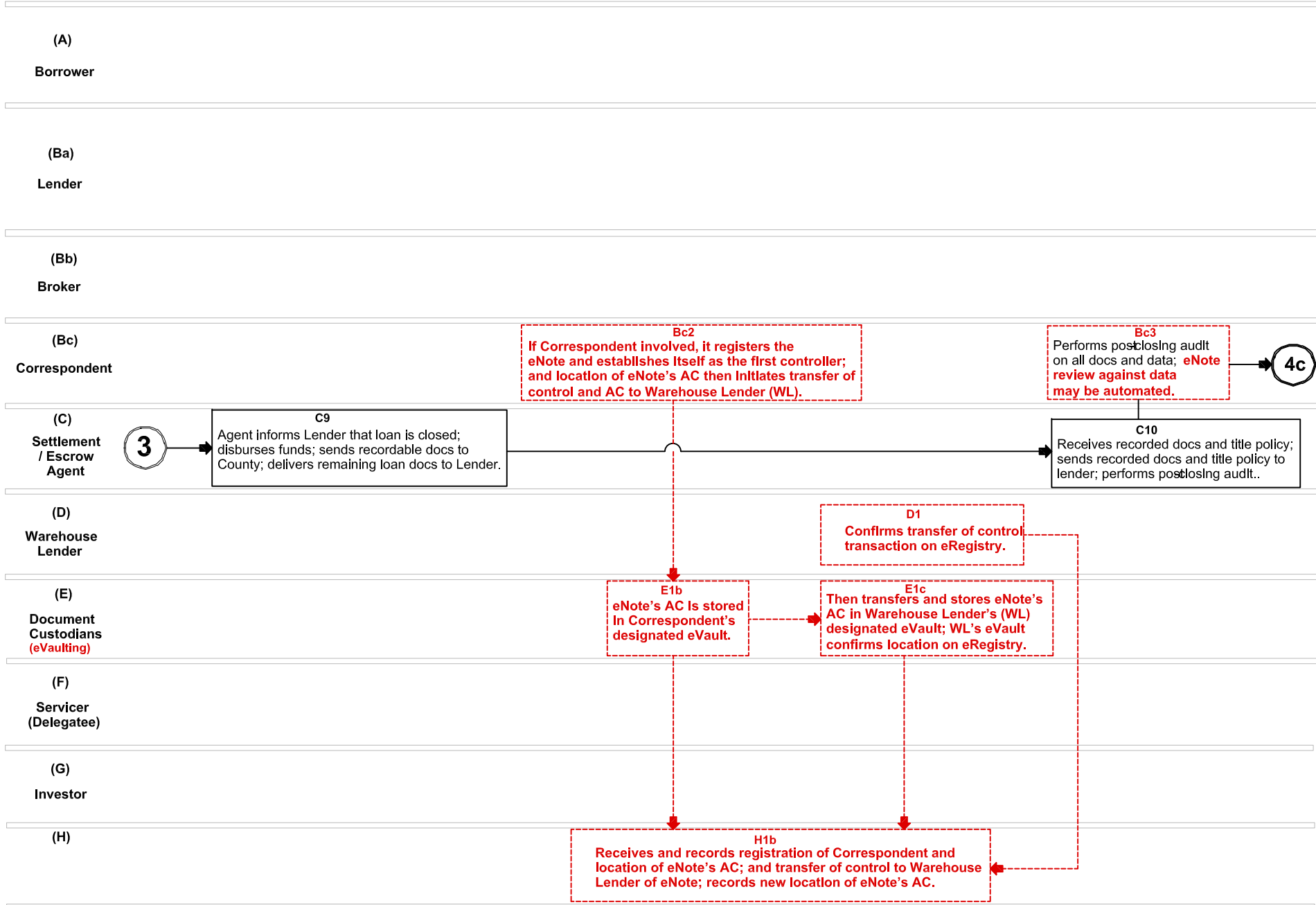
RED indicates process involving eNote.



PAPER vs. ELECTRONIC NOTE PROCESS

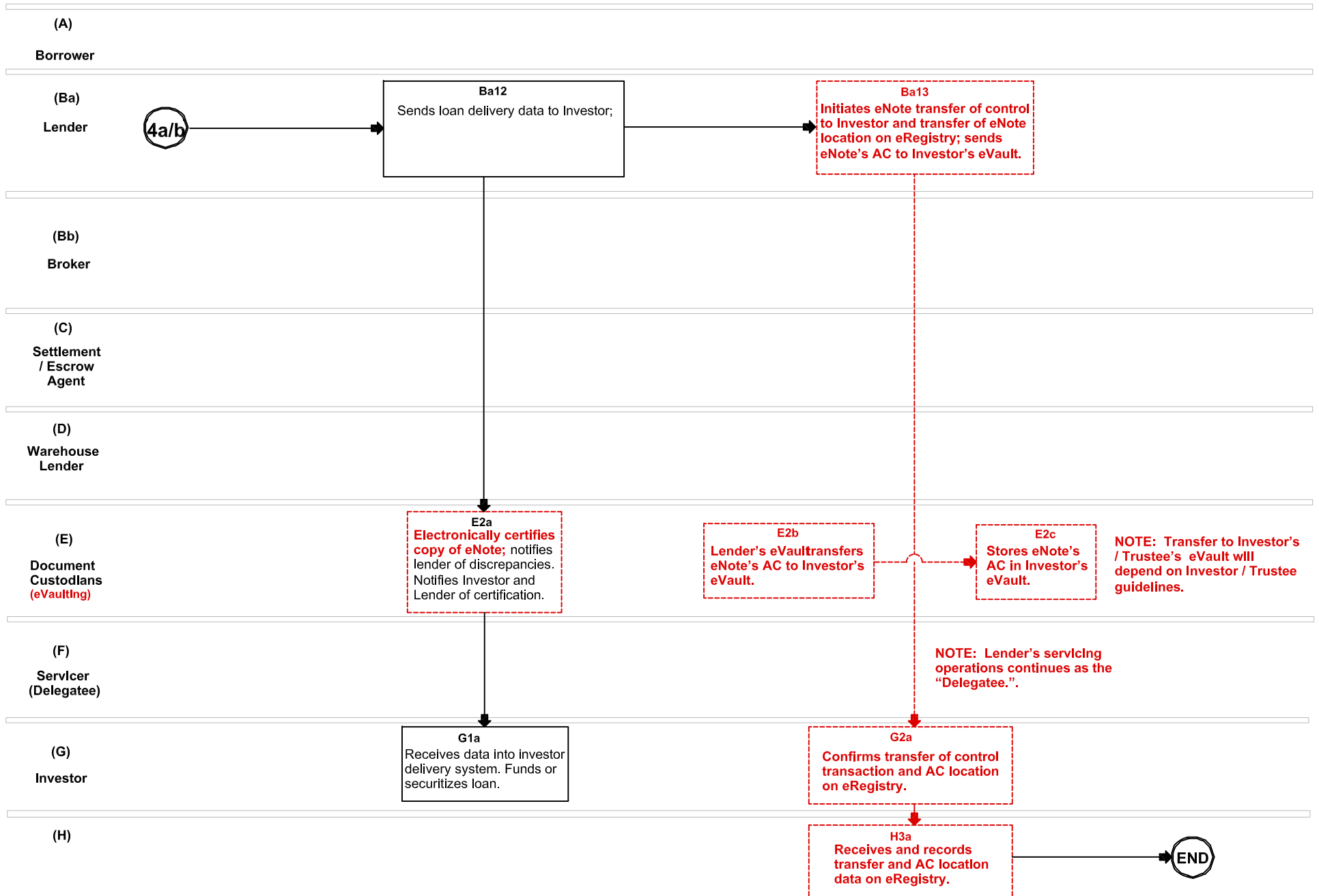
Post-Closing: Correspondent (w/Warehouse Lender)

RED indicates process involving eNote.



RED indicates process involving eNote.

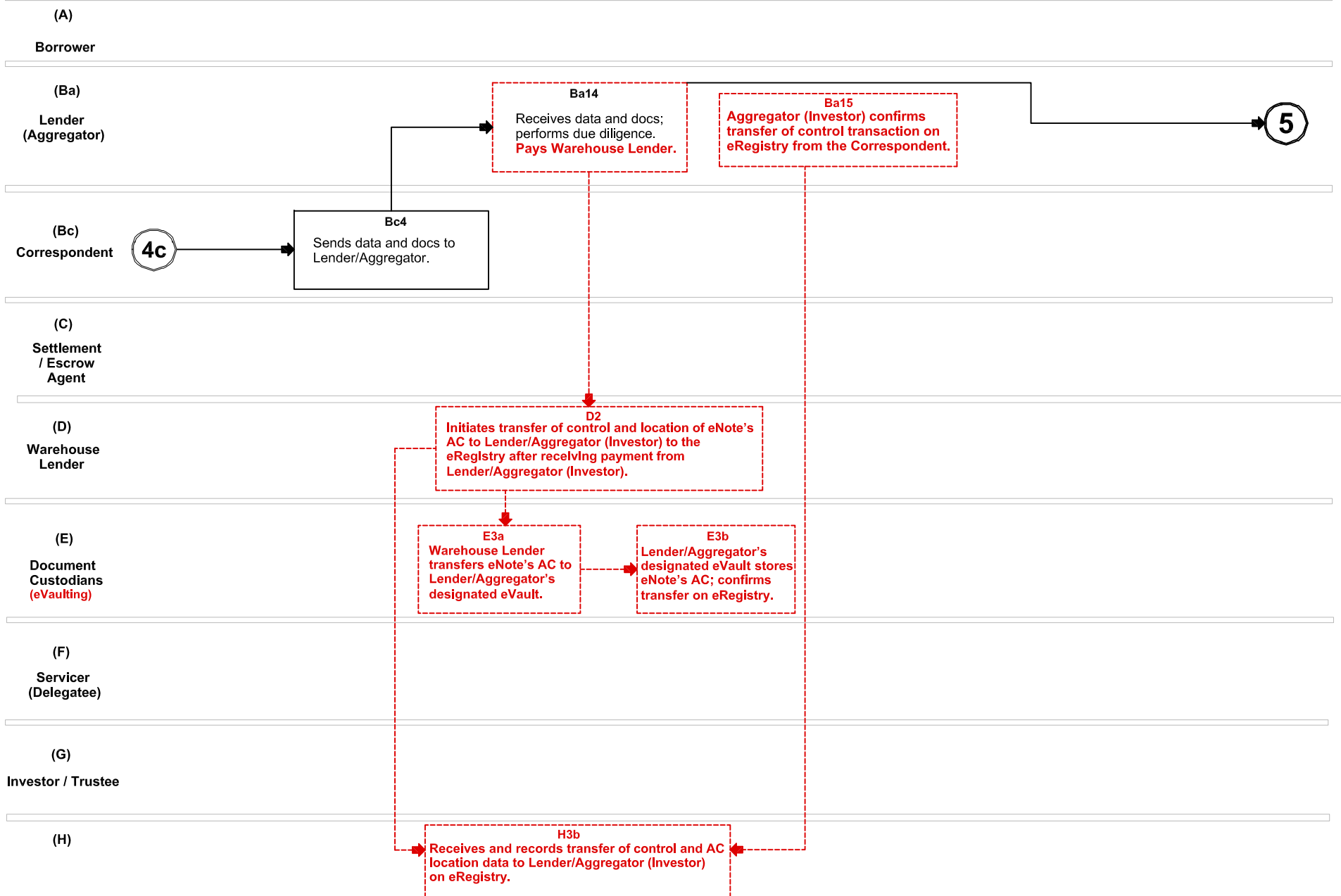
Investor Loan Delivery – Servicing Retained; Retail Lender



RED indicates process involving eNote.

PAPER vs. ELECTRONIC NOTE PROCESS

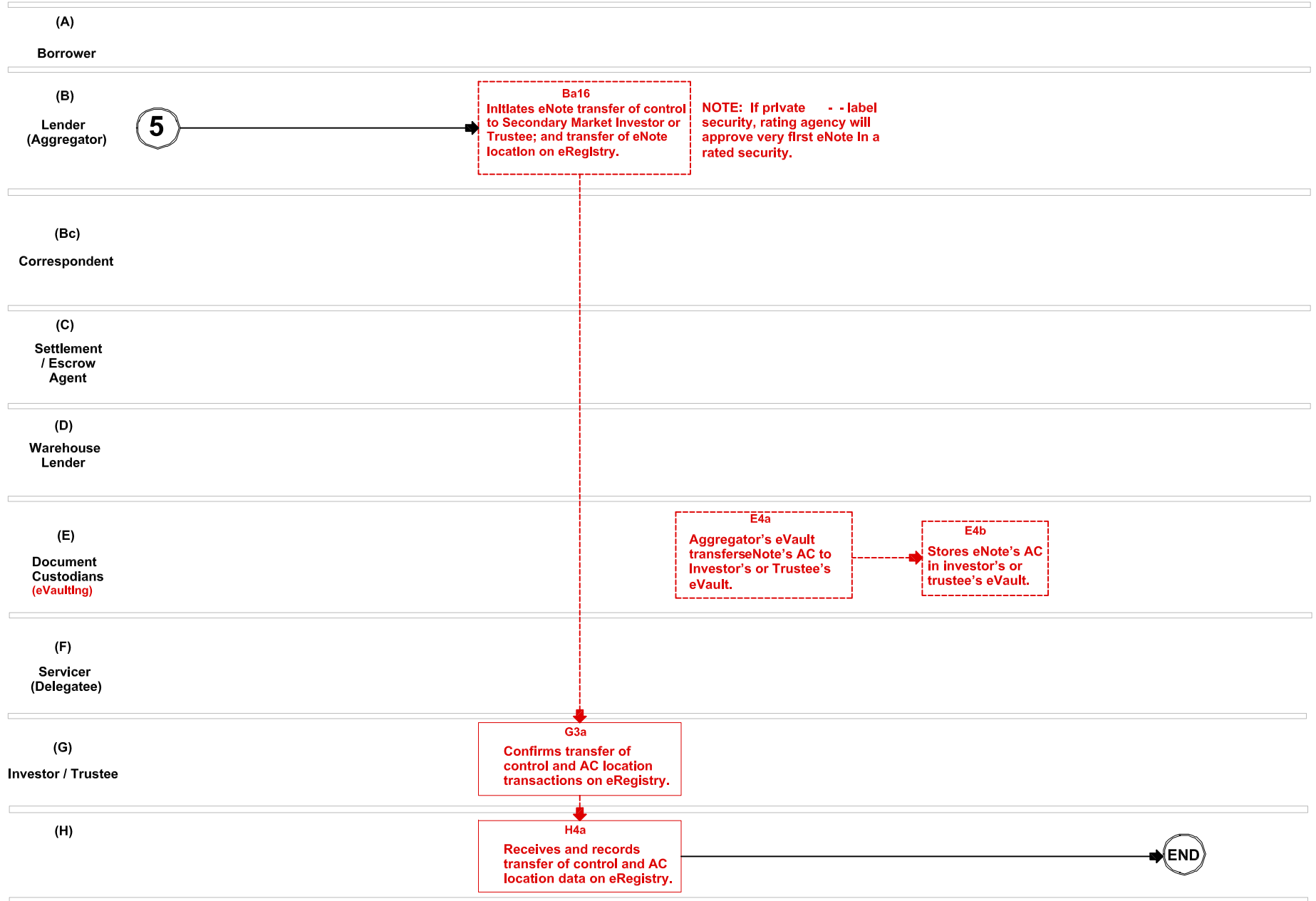
Investor Loan Delivery – Correspondent (w/Warehouse Lender) and Lender/Aggregator as Investor



RED indicates process involving eNote.

PAPER vs. ELECTRONIC NOTE PROCESS

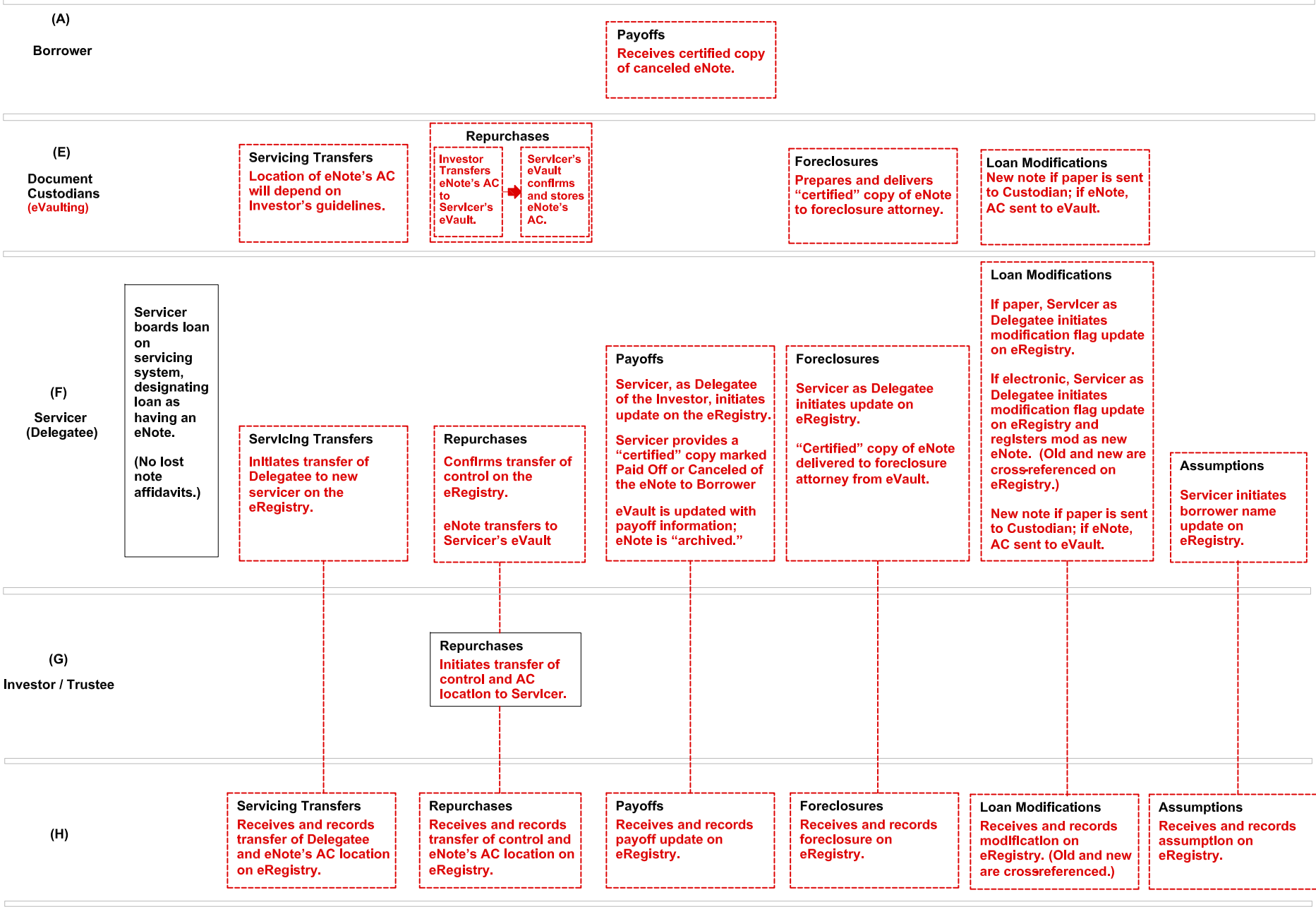
Investor Loan Delivery – Lender (Aggregator) Sale into Secondary Mortgage Market



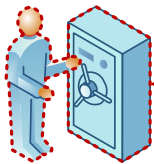
RED indicates process involving eNote.

PAPER vs. ELECTRONIC NOTE PROCESS

Servicing eNote - Milestones



SEC Registered Trust Negotiable Instruments



**Servicer's
Records Vault
Holder of
Paper
Documents**



Scan/Copy

**Lender 1
Originator**

Non Compliance
UCC Article 3 3-203
Invalid use E-Sign Act

E-Sign Act
Book Entry
Scan Copy/Electronic
Assignment of Electronic
Negotiable Instrument

Non-Innocent Purchaser

Pooling & Servicing
Agreement

Agent
Or
Independent
Contractor

Direction
&
Control

**Lender 2
Bank
Seller
Securitizer**

Non Compliance
UCC Article 3 3-203
Invalid use E-Sign Act

E-Sign Act
Book Entry
Assignment of Electronic
Negotiable Instrument

Transfer
Of Custodial
Rights

**Lender 3
Depositor
To
Trust**

Non Compliance
UCC Article 3 3-203
Invalid use E-Sign Act

E-Sign Act
Book Entry
Assignment of Electronic
Negotiable Instrument

Mortgage Loan Pool
Swap
Trust Certificates

Transfer
Of Custodial
Rights

**Lender 4
Trustee
For the Benefit
Of the Trust**

Non Compliance
UCC Article 3 3-203
Invalid use E-Sign Act

E-Sign Act
Book Entry
Assignment of Electronic
Negotiable Instrument

Transfer
Of Custodial
Rights

**Lender 4
Custodian
For the Benefit
Of the Trust**

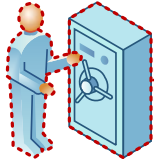
Invalid use of E-Sign Act - 15 USC 7001

15 USC 7003

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.

Fannie Mae Trust Indenture



**Servicer
Records Vault
Holder
Paper
Documents**



**Lender 1
Originator**

Non Compliance
UCC Article 3 3-203

E-Sign Act
Book Entry
Scan Copy/Electronic
Assignment of Electronic
Negotiable Instrument

Non-Innocent Purchaser

Fannie Mae
Contractual
Guidelines

Agent
Or
Independent
Contractor

Direction
&
Control

**Lender 2
Bank
Seller to
Fannie Mae**

Non Compliance
UCC Article 3 3-203

E-Sign Act
Book Entry
Assignment of Electronic
Negotiable Instrument

Transfer
Of Custodial
Rights

**Lender 3
Fannie Mae
Securitizer
Trusts**

Non Compliance
UCC Article 3 3-203

E-Sign Act
Book Entry
Assignment of Electronic
Negotiable Instrument

Mortgage Loan Pool
Swap
Trust Certificates

Transfer
Of Custodial
Rights

**Lender 4
Custodian
For the Benefit
Of the Trust**

Transfer
Of Custodial
Rights

**Single-Family MBS Prospectus
Guaranteed Mortgage Pass-Through Certificates
(Single-Family Residential Mortgage Loans)**

Mortgage Pools

We require each mortgage loan to meet our published standards for loans that we purchase, except to the extent that we have permitted variances from those standards. We may change our standards from time to time.

UCC 3-203

**TRANSFER OF INSTRUMENT
RIGHTS ACQUIRED BY TRANSFER**

(b) Transfer of an instrument, whether or not the transfer is a negotiation, vests in the transferee any right of the transferor to enforce the instrument, including any right as a holder in due course, **but the transferee cannot acquire rights of a holder in due course by a transfer, directly or indirectly, from a holder in due course if the transferee engaged in fraud or illegality affecting the instrument.**

§ 3-105

ISSUE OF INSTRUMENT

(a) "Issue" means the first delivery of an instrument by the maker or drawer, whether to a holder or nonholder, for the purpose of giving rights on the instrument to any person.

(b) An unissued instrument, or an unissued incomplete instrument that is completed, is binding on the maker or drawer, but nonissuance is a defense. An instrument that is conditionally issued or is issued for a special purpose is binding on the maker or drawer, but failure of the condition or special purpose to be fulfilled is a defense.

(c) "Issuer" applies to issued and unissued instruments and means a maker or drawer of an instrument.

§ 3-203

TRANSFER OF INSTRUMENT; RIGHTS ACQUIRED BY TRANSFER

(a) An instrument is transferred when it is delivered by a person other than its issuer for the purpose of giving to the person receiving delivery the right to enforce the instrument.

(b) Transfer of an instrument, whether or not the transfer is a negotiation, vests in the transferee any right of the transferor to enforce the instrument, including any right as a holder in due course, **but the transferee cannot acquire rights of a holder in due course by a transfer, directly or indirectly, from a holder in due course if the transferee engaged in fraud or illegality affecting the instrument.**

(c) Unless otherwise agreed, if an instrument is transferred for value and the transferee does not become a holder because of lack of indorsement by the transferor, the transferee has a specifically enforceable right to the unqualified indorsement of the transferor, but negotiation of the instrument does not occur until the indorsement is made.

(d) If a transferor purports to transfer less than the entire instrument, negotiation of the instrument does not occur. The transferee obtains no rights under this Article and has only the rights of a partial assignee.

§ 3-301

PERSON ENTITLED TO ENFORCE INSTRUMENT

"Person entitled to enforce" an instrument means (i) the holder of the instrument, (ii) a nonholder in possession of the instrument who has the rights of a holder, or (iii) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to Section 3-309 or 3-418(d). A person may be a person entitled to enforce the instrument even though the person is not the owner of the instrument or is in wrongful possession of the instrument.

§ 3-302
HOLDER IN DUE COURSE

(a) Subject to subsection (c) and Section 3-106(d), "holder in due course" means the holder of an instrument if:

(1) the instrument when issued or negotiated to the holder does not bear such apparent evidence of forgery or alteration or is not otherwise so irregular or incomplete as to call into question its authenticity; and

(2) the holder took the instrument (i) for value, (ii) in good faith, (iii) without notice that the instrument is overdue or has been dishonored or that there is an uncured default with respect to payment of another instrument issued as part of the same series, (iv) without notice that the instrument contains an unauthorized signature or has been altered, (v) without notice of any claim to the instrument described in Section 3-306, and (vi) without notice that any party has a defense or claim in recoupment described in Section 3-305(a).

(b) Notice of discharge of a party, other than discharge in an insolvency proceeding, is not notice of a defense under subsection (a), but discharge is effective against a person who became a holder in due course with notice of the discharge. Public filing or recording of a document does not of itself constitute notice of a defense, claim in recoupment, or claim to the instrument.

(c) Except to the extent a transferor or predecessor in interest has rights as a holder in due course, a person does not acquire rights of a holder in due course of an instrument taken (i) by legal process or by purchase in an execution, bankruptcy, or creditor's sale or similar proceeding, (ii) by purchase as part of a bulk transaction not in ordinary course of business of the transferor, or (iii) as the successor in interest to an estate or other organization.

(d) If, under Section 3-303(a)(1), the promise of performance that is the consideration for an instrument has been partially performed, the holder may assert rights as a holder in due course of the instrument only to the fraction of the amount payable under the instrument equal to the value of the partial performance divided by the value of the promised performance.

(e) If (i) the person entitled to enforce an instrument has only a security interest in the instrument and (ii) the person obliged to pay the instrument has a defense, claim in recoupment, or claim to the instrument that may be asserted against the person who granted the security interest, the person entitled to enforce the instrument may assert rights as a holder in due course only to an amount payable under the instrument which, at the time of enforcement of the instrument, does not exceed the amount of the unpaid obligation secured.

(f) To be effective, notice must be received at a time and in a manner that gives a reasonable opportunity to act on it.

(g) This section is subject to any law limiting status as a holder in due course in particular classes of transactions.

§ 3-305
DEFENSES AND CLAIMS IN RECOURPMENT

(a) Except as stated in subsection (b), the right to enforce the obligation of a party to pay an instrument is subject to the following:

(1) a defense of the obligor based on (i) infancy of the obligor to the extent it is a defense to a simple contract, (ii) duress, **lack of legal capacity**, or illegality of the transaction which, under other law, nullifies the obligation of the obligor, (iii) fraud that induced the obligor to sign the instrument with neither knowledge nor reasonable opportunity to learn of its character or its essential terms, or (iv) discharge of the obligor in insolvency proceedings;

(2) a defense of the obligor stated in another section of this Article or a defense of the obligor that would be available if the person entitled to enforce the instrument were enforcing a right to payment under a simple contract; and

(3) a claim in recoupment of the obligor against the original payee of the instrument if the claim arose from the transaction that gave rise to the instrument; but the claim of the obligor may be asserted against a transferee of the instrument only to reduce the amount owing on the instrument at the time the action is brought.

(b) The right of a holder in due course to enforce the obligation of a party to pay the instrument is subject to defenses of the obligor stated in subsection (a)(1), but is not subject to defenses of the obligor stated in subsection (a)(2) or claims in recoupment stated in subsection (a)(3) against a person other than the holder.

(c) Except as stated in subsection (d), in an action to enforce the obligation of a party to pay the instrument, the obligor may not assert against the person entitled to enforce the instrument a defense, claim in recoupment, or claim to the instrument (Section 3-306) of another person, but the other person's claim to the instrument may be asserted by the obligor if the other person is joined in the action and personally asserts the claim against the person entitled to enforce the instrument. **An obligor is not obliged to pay the instrument if the person seeking enforcement of the instrument does not have rights of a holder in due course and the obligor proves that the instrument is a lost or stolen instrument.**

(d) In an action to enforce the obligation of an accommodation party to pay an instrument, the accommodation party may assert against the person entitled to enforce the instrument any defense or claim in recoupment under subsection (a) that the accommodated party could assert against the person entitled to enforce the instrument, except the defenses of discharge in insolvency proceedings, infancy, and lack of legal capacity.

§ 3-308

PROOF OF SIGNATURES AND STATUS AS HOLDER IN DUE COURSE

(a) In an action with respect to an instrument, the authenticity of, and authority to make, each signature on the instrument is admitted unless specifically denied in the pleadings. If the validity of a signature is denied in the pleadings, the burden of establishing validity is on the person claiming validity, but the signature is presumed to be authentic and authorized unless the action is to enforce the liability of the purported signer and the signer is dead or incompetent at the time of trial of the issue of validity of the signature. If an action to enforce the instrument is brought against a person as the undisclosed principal of a person who signed the instrument as a party to the instrument, the plaintiff has the burden of establishing that the defendant is liable on the instrument as a represented person under Section 3-402(a).

(b) If the validity of signatures is admitted or proved and there is compliance with subsection (a), a plaintiff producing the instrument is entitled to payment if the plaintiff proves entitlement to enforce the instrument under Section 3-301, unless the defendant proves a defense or claim in recoupment. If a defense or claim in recoupment is proved, the right to payment of the plaintiff is subject to the defense or claim, except to the extent the plaintiff proves that the plaintiff has rights of a holder in due course which are not subject to the defense or claim.

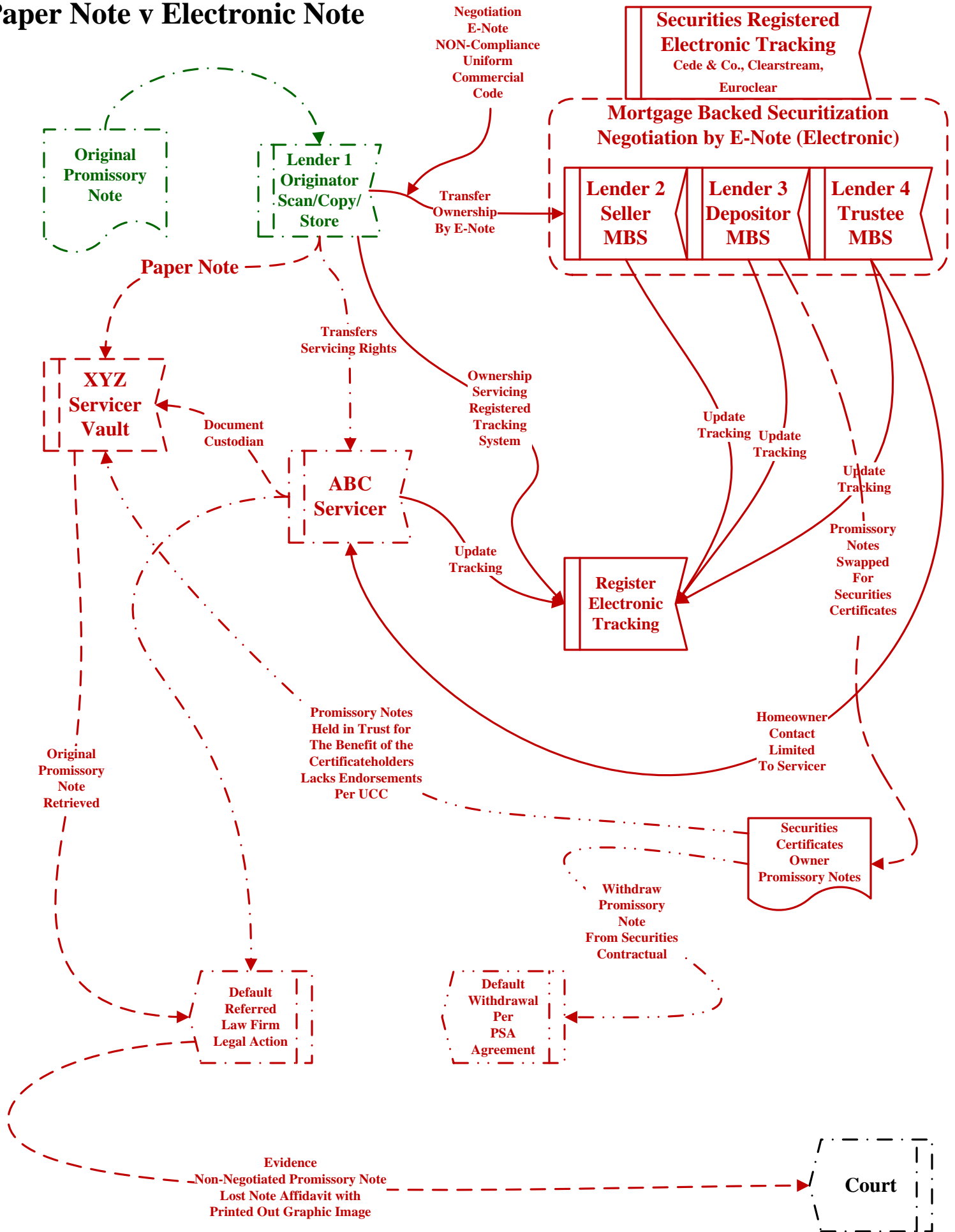
§ 3-309

ENFORCEMENT OF LOST, DESTROYED, OR STOLEN INSTRUMENT

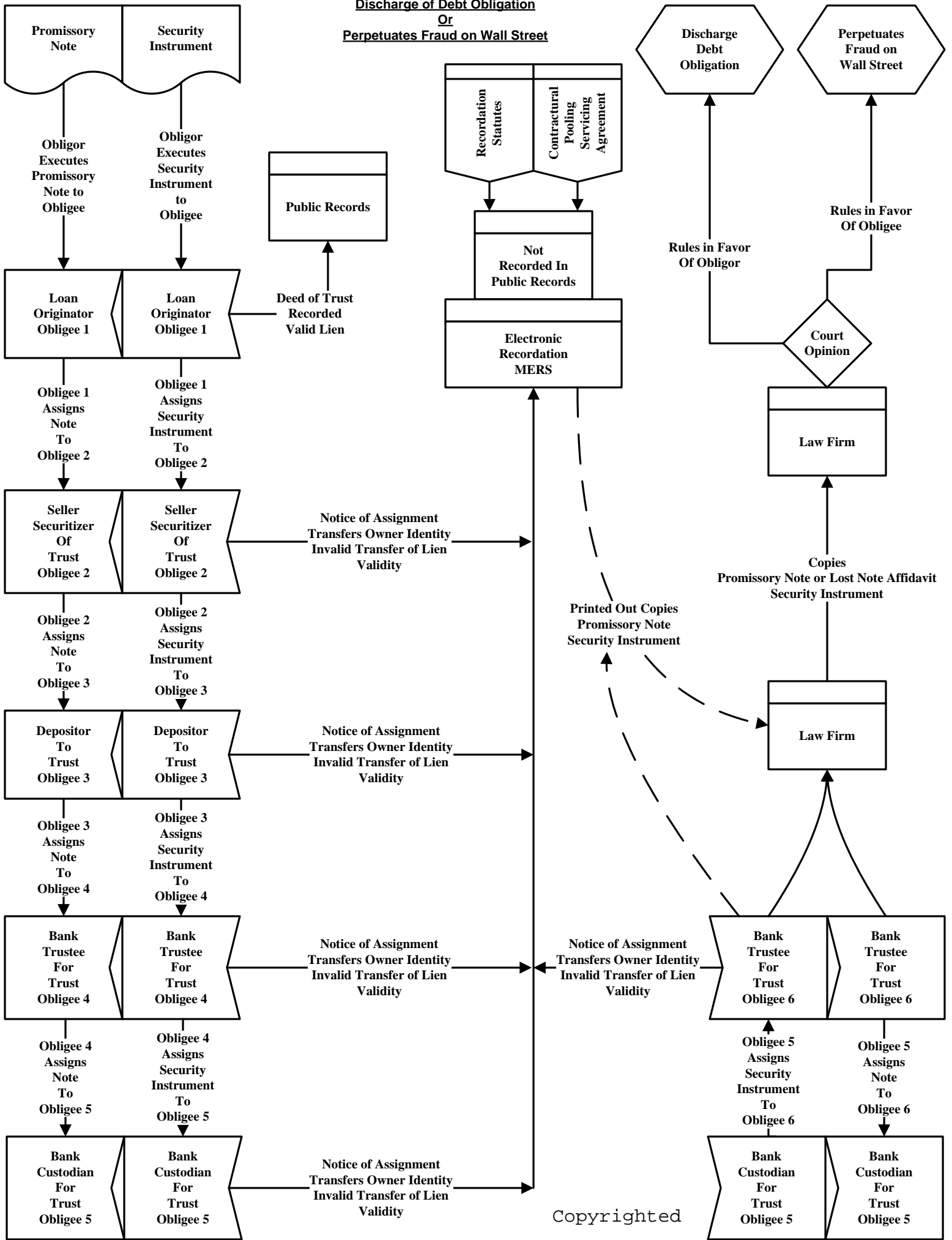
(a) A person not in possession of an instrument is entitled to enforce the instrument if (i) the person was in possession of the instrument and entitled to enforce it when loss of possession occurred, (ii) the loss of possession was not the result of a transfer by the person or a lawful seizure, and (iii) the person cannot reasonably obtain possession of the instrument because the instrument was destroyed, its whereabouts cannot be determined, or it is in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process.

(b) A person seeking enforcement of an instrument under subsection (a) must prove the terms of the instrument and the person's right to enforce the instrument. If that proof is made, Section 3-308 applies to the case as if the person seeking enforcement had produced the instrument. The court may not enter judgment in favor of the person seeking enforcement unless it finds that the person required to pay the instrument is adequately protected against loss that might occur by reason of a claim by another person to enforce the instrument. Adequate protection may be provided by any reasonable means.

Paper Note v Electronic Note

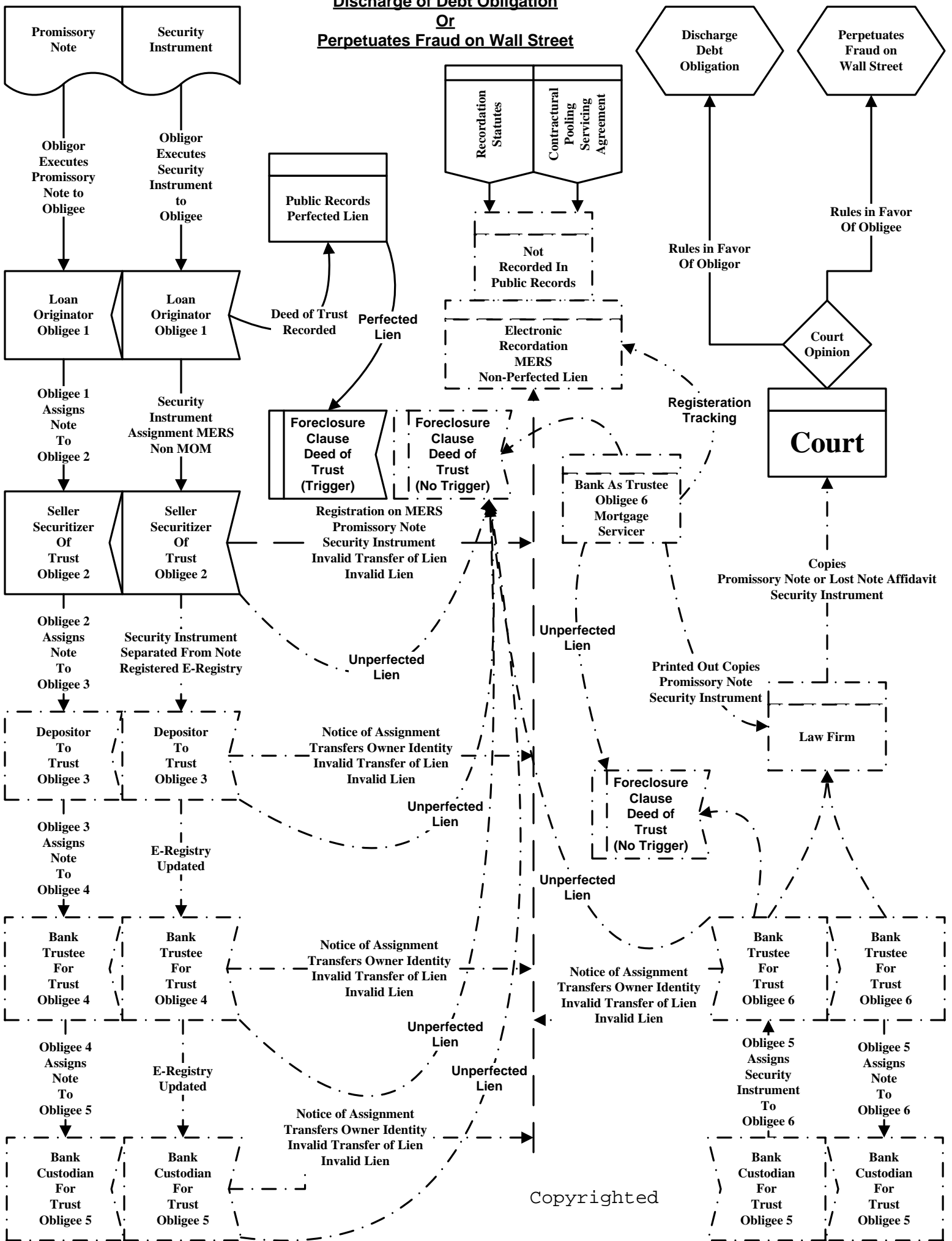


**Discharge of Debt Obligation
Or
Perpetuates Fraud on Wall Street**

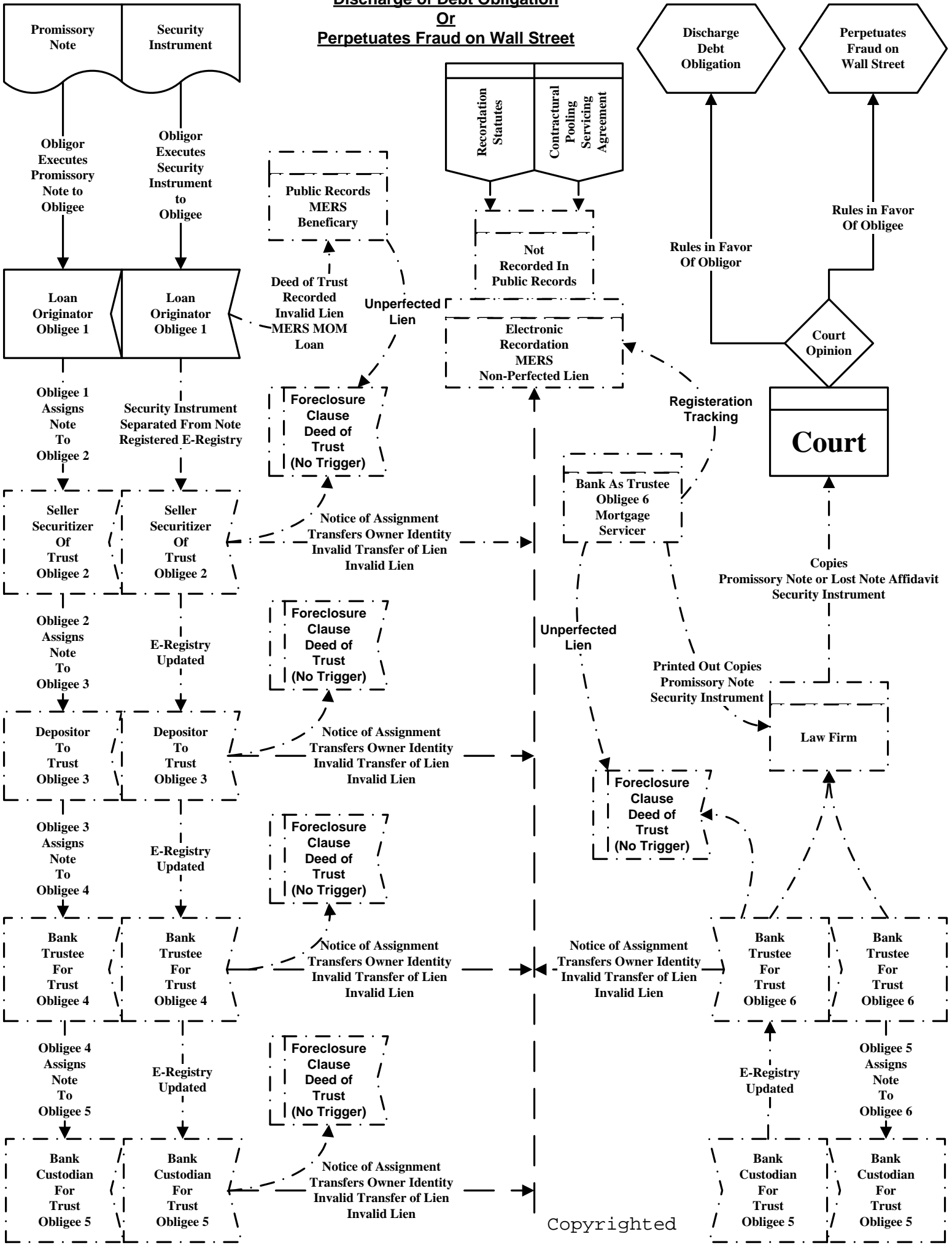


Copyrighted

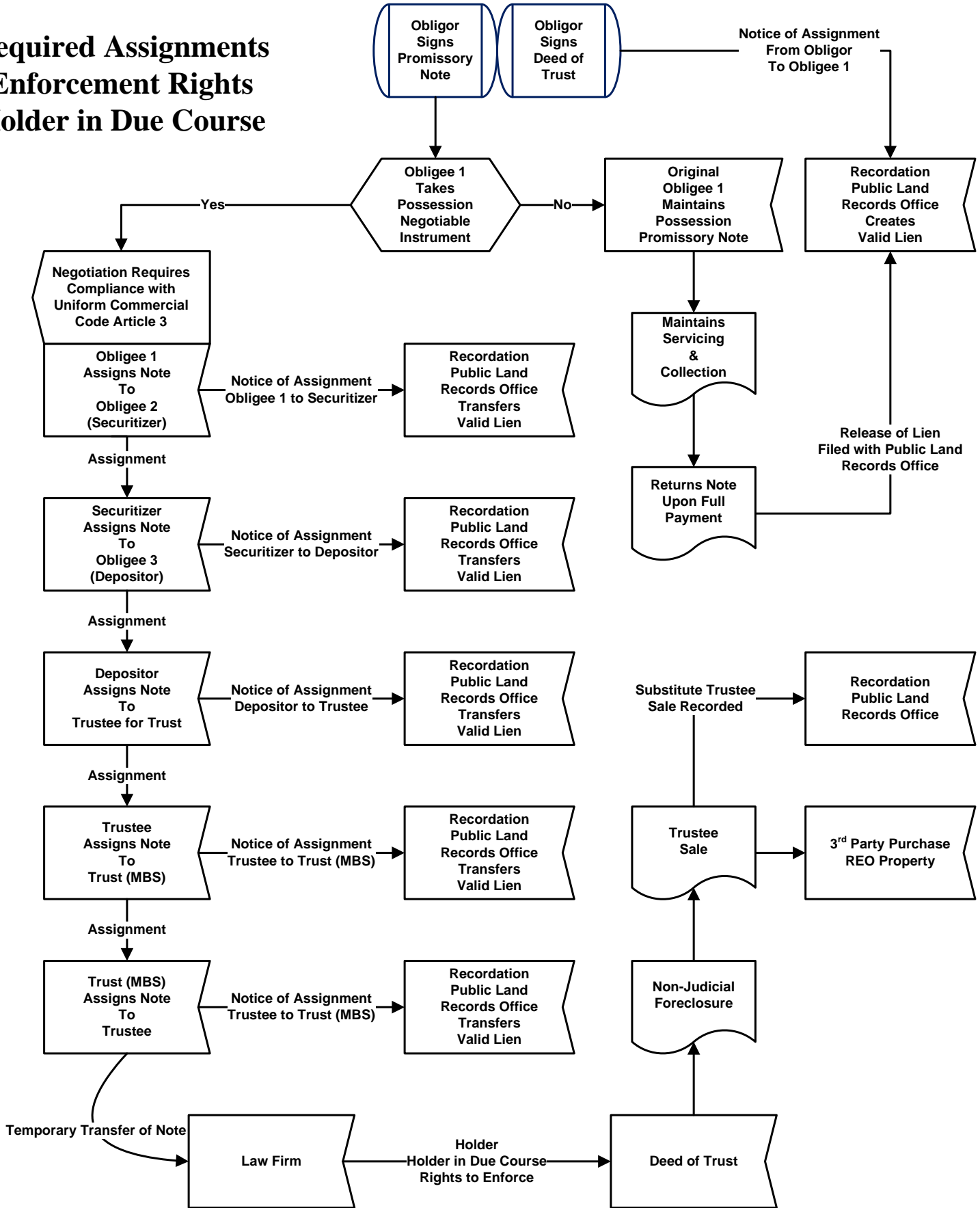
**Discharge of Debt Obligation
Or
Perpetuates Fraud on Wall Street**



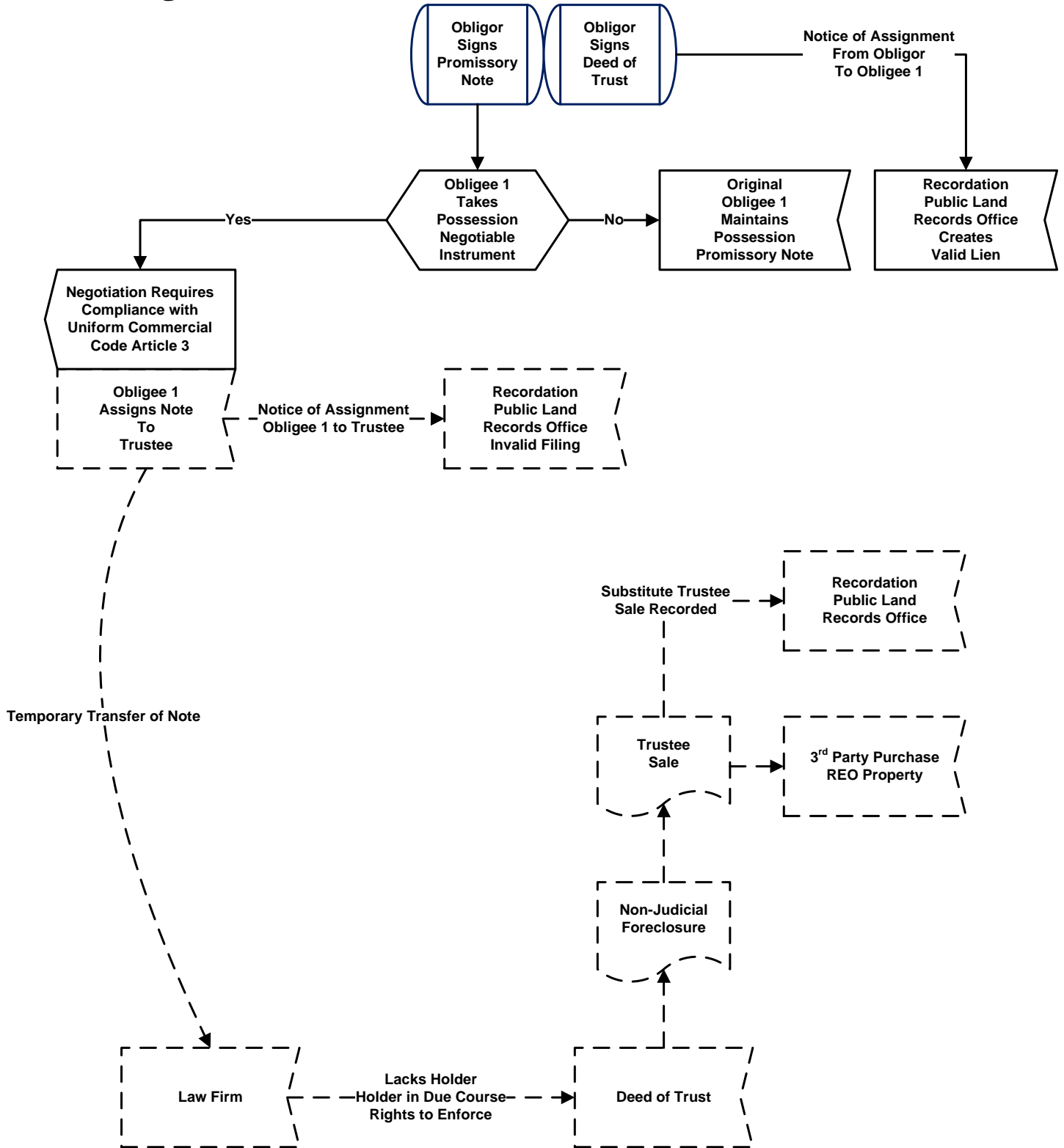
**Discharge of Debt Obligation
Or
Perpetuates Fraud on Wall Street**



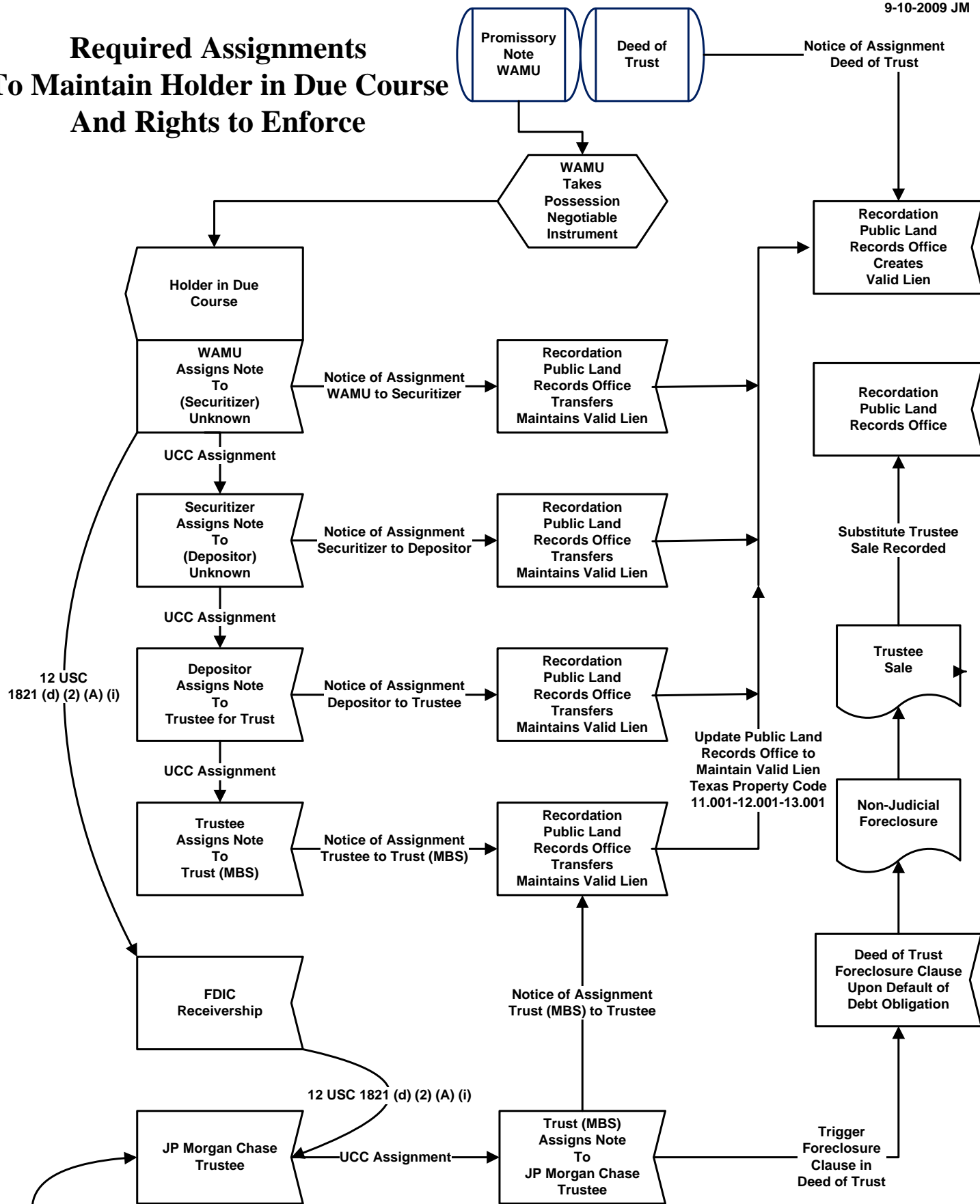
Required Assignments Enforcement Rights Holder in Due Course



Actual Assignments

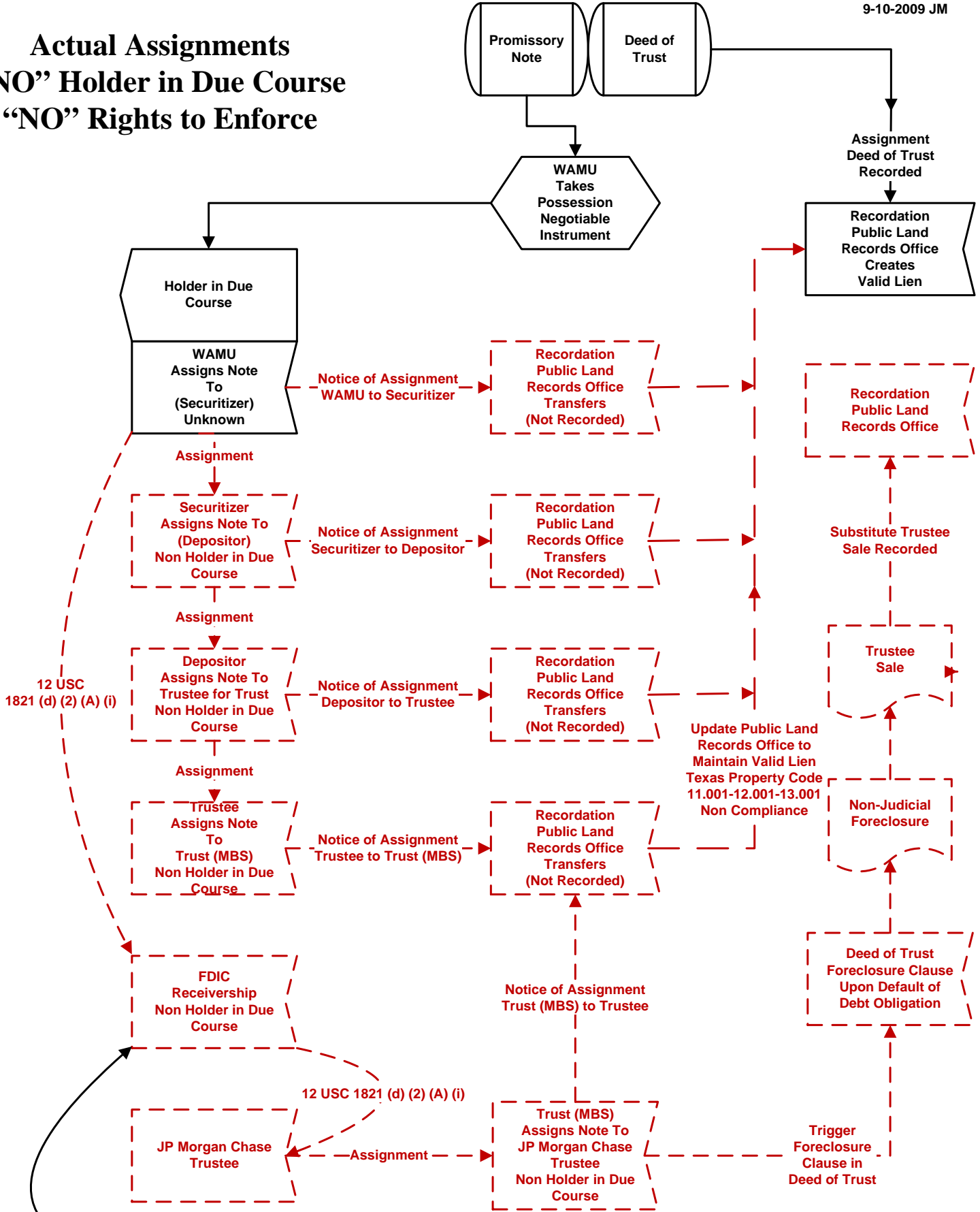


Required Assignments To Maintain Holder in Due Course And Rights to Enforce



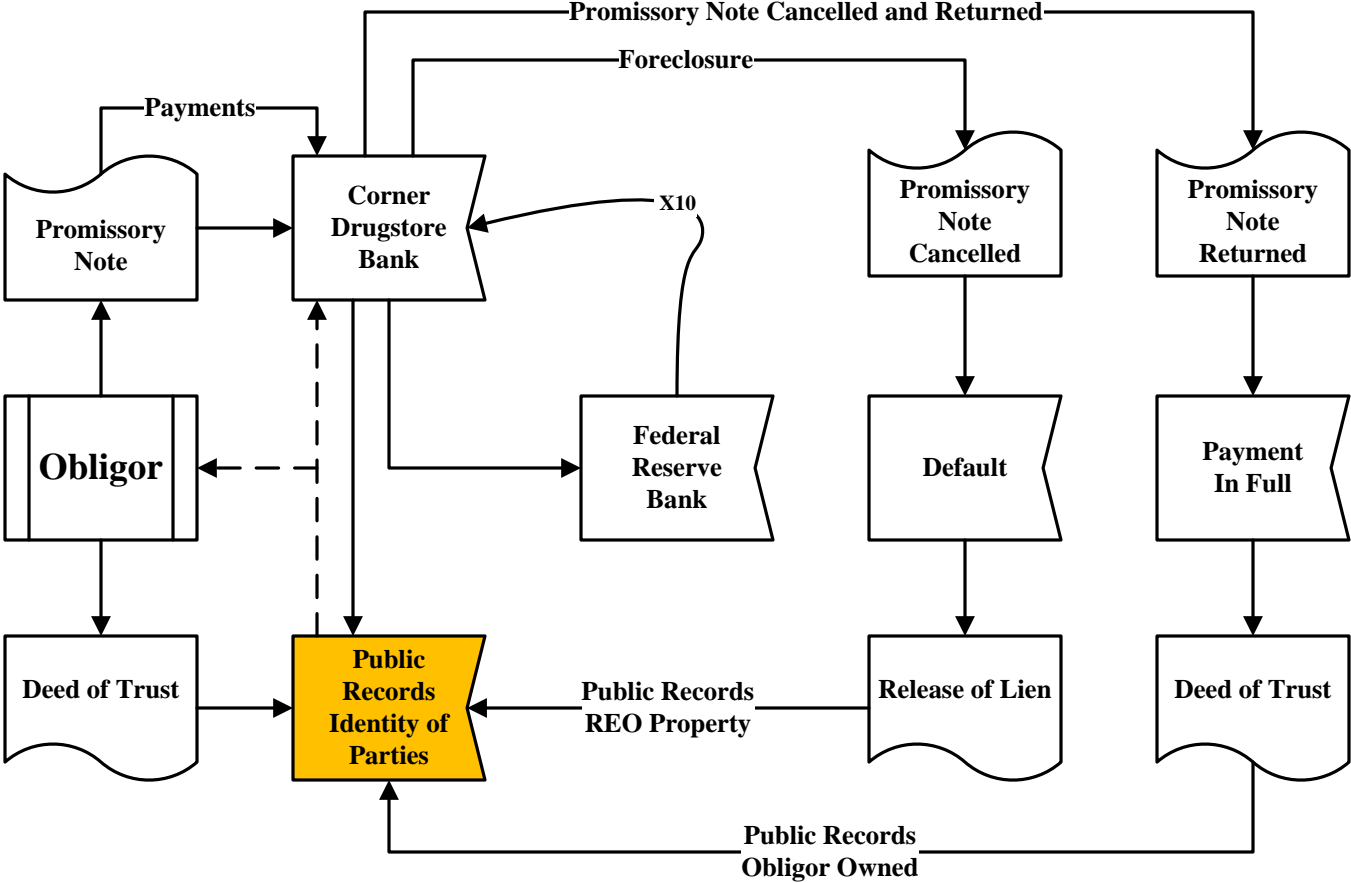
TITLE 12 > CHAPTER 16 > § 1821 (d) Powers and duties of Corporation as conservator or receiver
 (2) General powers (A) Successor to institution The Corporation shall, as conservator or receiver, and by operation of law, succeed to—
 (i) all rights, titles, powers, and privileges of the insured depository institution, and of any stockholder, member, accountholder, depositor, officer, or director of such institution with respect to the institution and the assets of the institution; and (ii) title to the books, records, and assets of any previous conservator or other legal custodian of such institution.

Actual Assignments "NO" Holder in Due Course "NO" Rights to Enforce



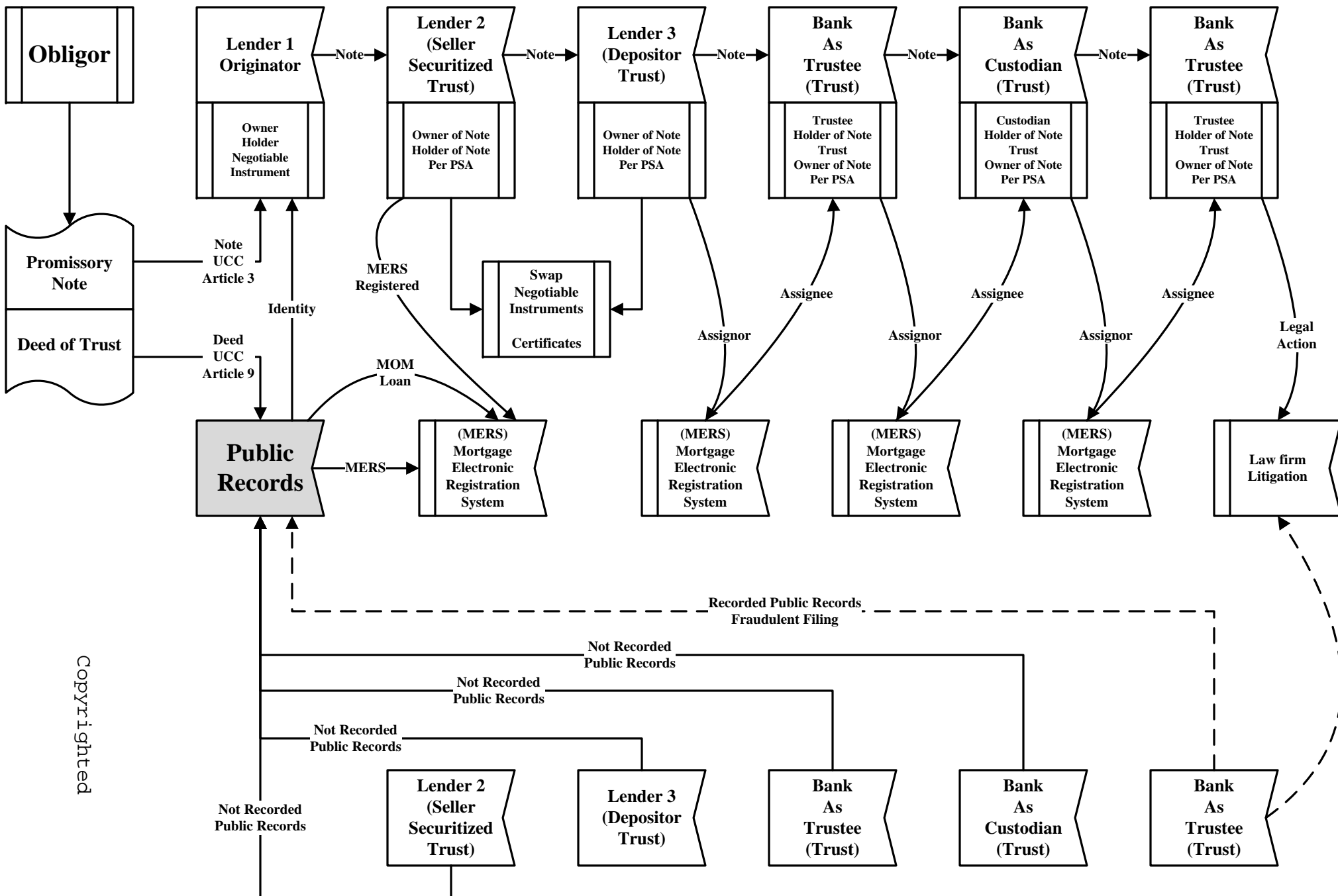
TITLE 12 > CHAPTER 16 > § 1821 (d) Powers and duties of Corporation as conservator or receiver
 (2) General powers (A) Successor to institution The Corporation shall, as conservator or receiver, and by operation of law, succeed to—
 (i) all rights, titles, powers, and privileges of the insured depository institution, and of any stockholder, member, accountholder, depositor, officer, or director of such institution with respect to the institution and the assets of the institution; and (ii) title to the books, records, and assets of any previous conservator or other legal custodian of such institution.

Grand Pappy's Promissory Note



Missing and Fraudulent Filings Public Records Office

Bank XXX as Trustee for ZZZ Trust



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

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. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

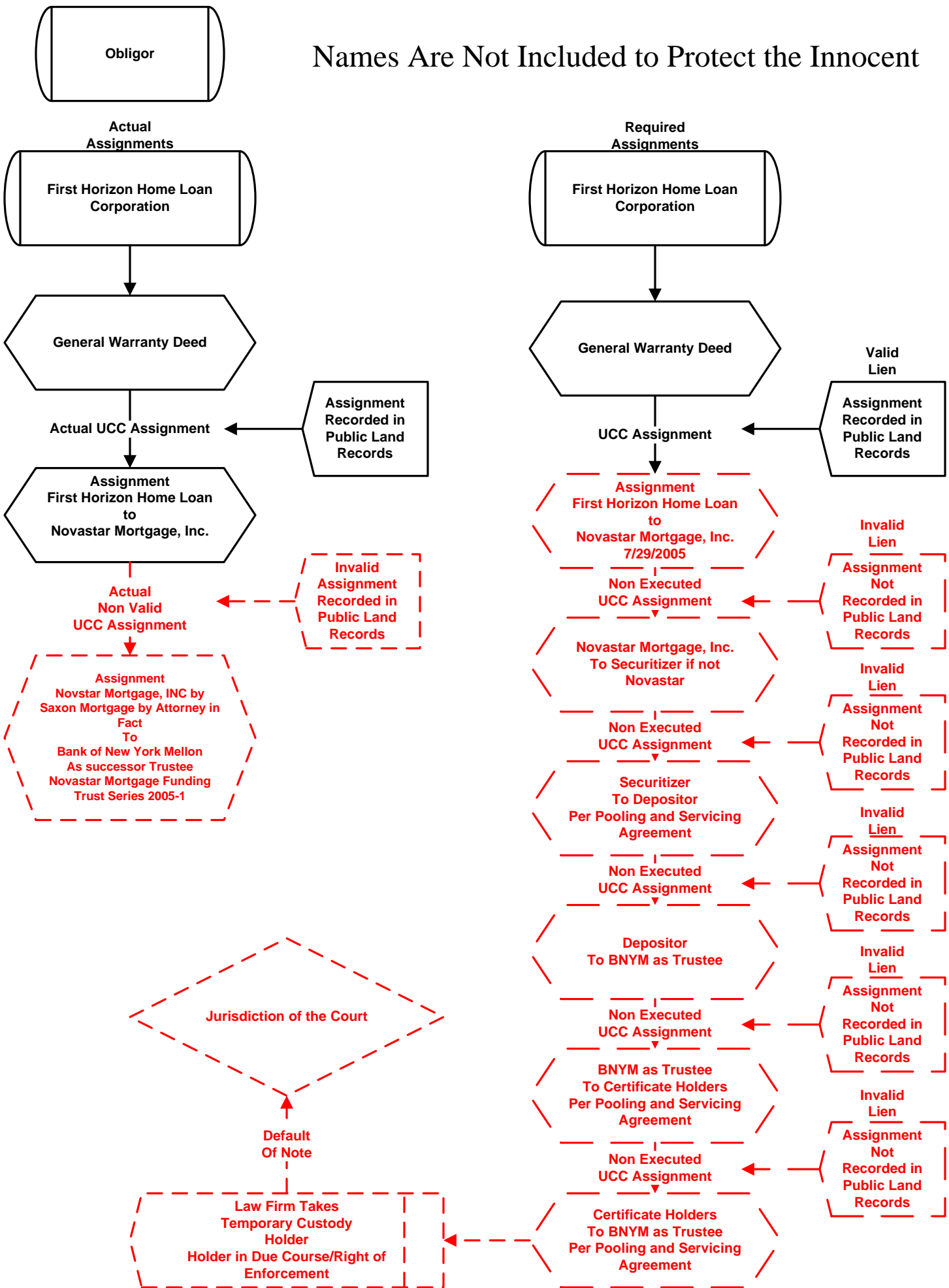
LOCAL GOVERNMENT CODE

**CHAPTER 192. INSTRUMENTS TO BE RECORDED BY
COUNTIES**

§ 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. Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. § 192.0015.

§ 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.

Names Are Not Included to Protect the Innocent



Direction & Control

Agent or Independent Contractor

F N M A

Fannie Mae

NUMBER 13-04-135-CV
 COURT OF APPEALS
 THIRTEENTH DISTRICT OF TEXAS
 CORPUS CHRISTI B EDINBURG
 FIRST NATIONAL ACCEPTANCE COMPANY,
 Appellant,

v.
 DEOLA BISHOP,
 Appellee.
 On appeal from the 357th District Court
 of Cameron County, Texas.

O P I N I O N
 Before Chief Justice Valdez and Justices Hinojosa and Yanez

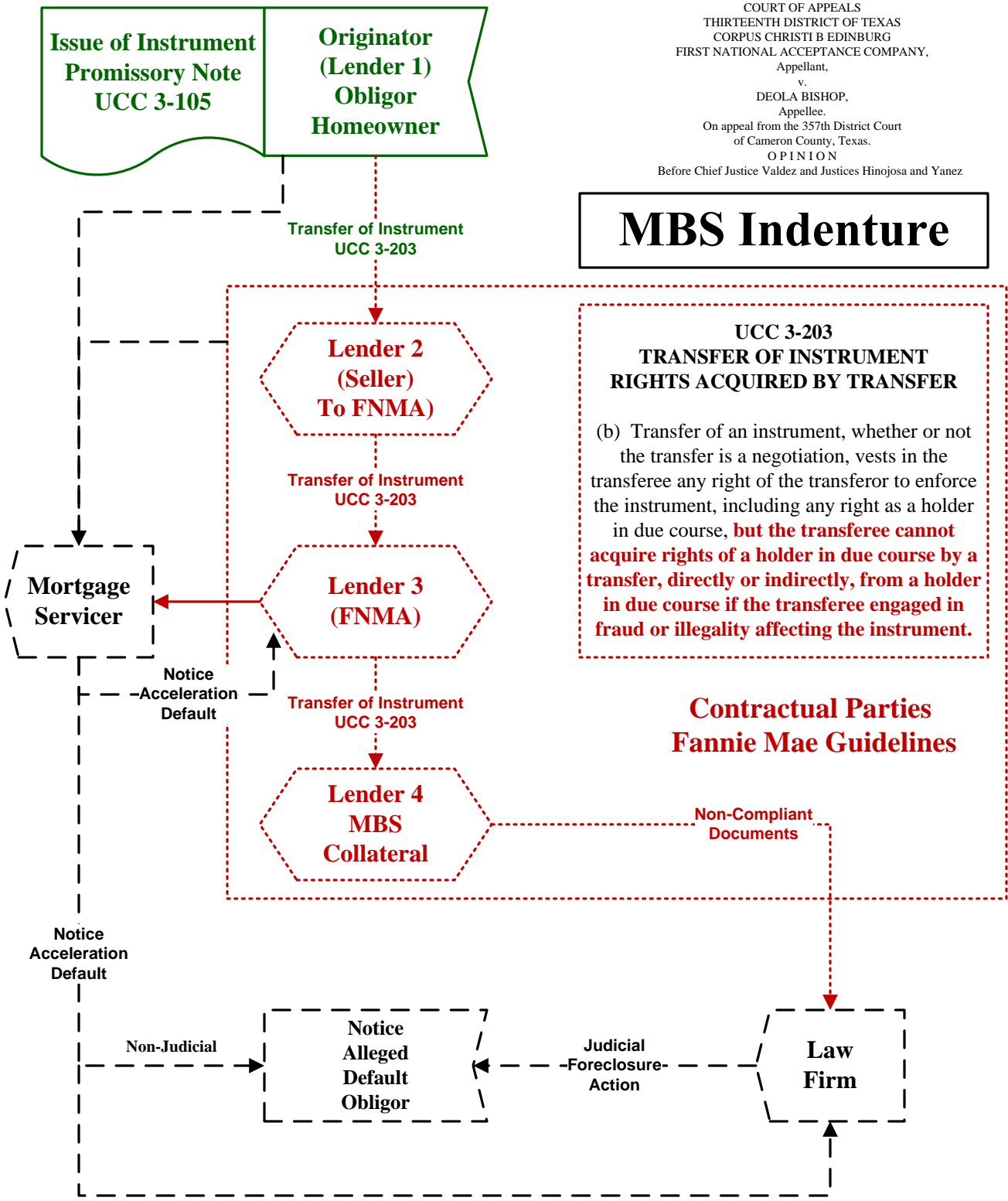
MBS Indenture

UCC 3-203
TRANSFER OF INSTRUMENT
RIGHTS ACQUIRED BY TRANSFER

(b) Transfer of an instrument, whether or not the transfer is a negotiation, vests in the transferee any right of the transferor to enforce the instrument, including any right as a holder in due course, **but the transferee cannot acquire rights of a holder in due course by a transfer, directly or indirectly, from a holder in due course if the transferee engaged in fraud or illegality affecting the instrument.**

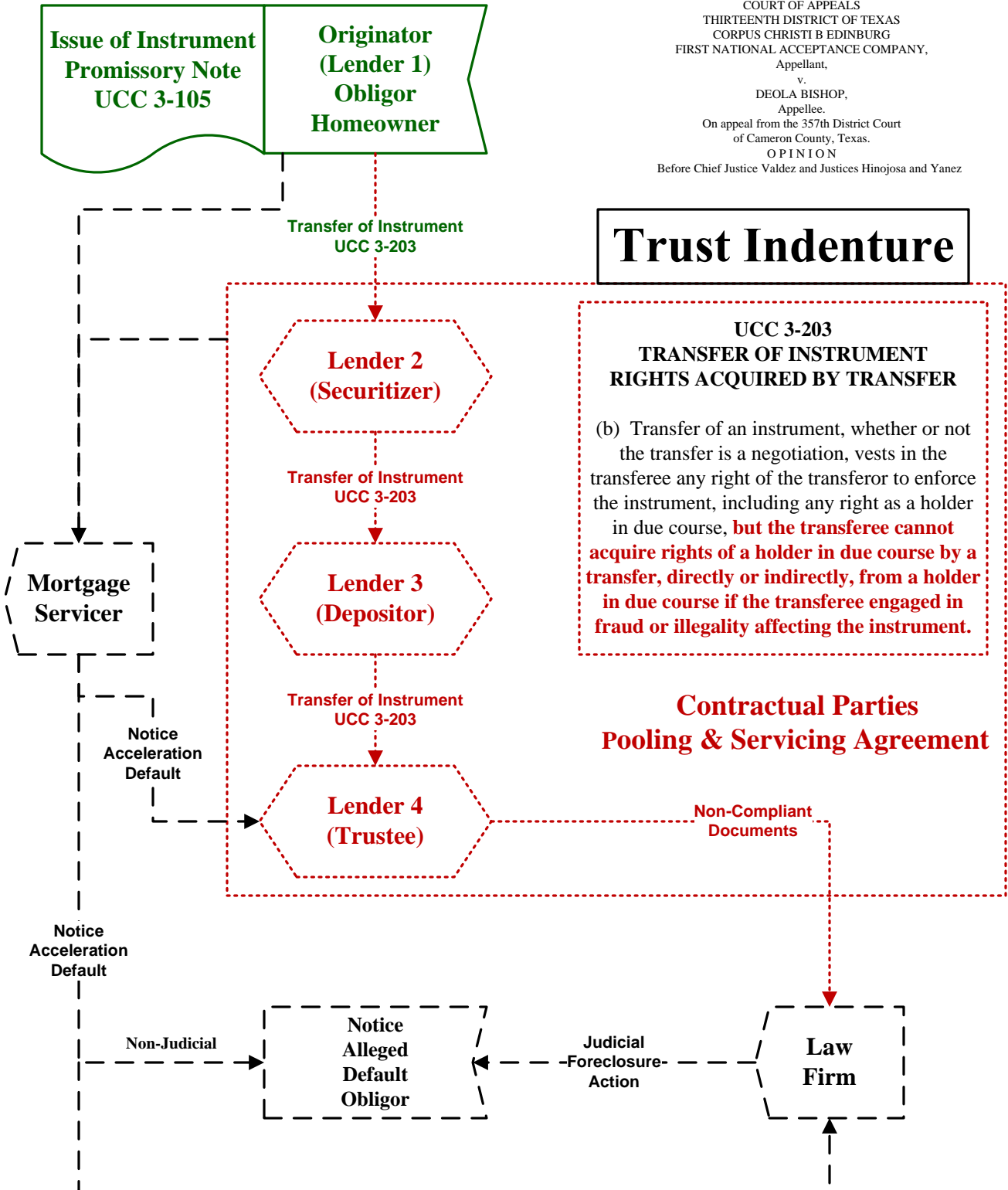
Contractual Parties

Fannie Mae Guidelines

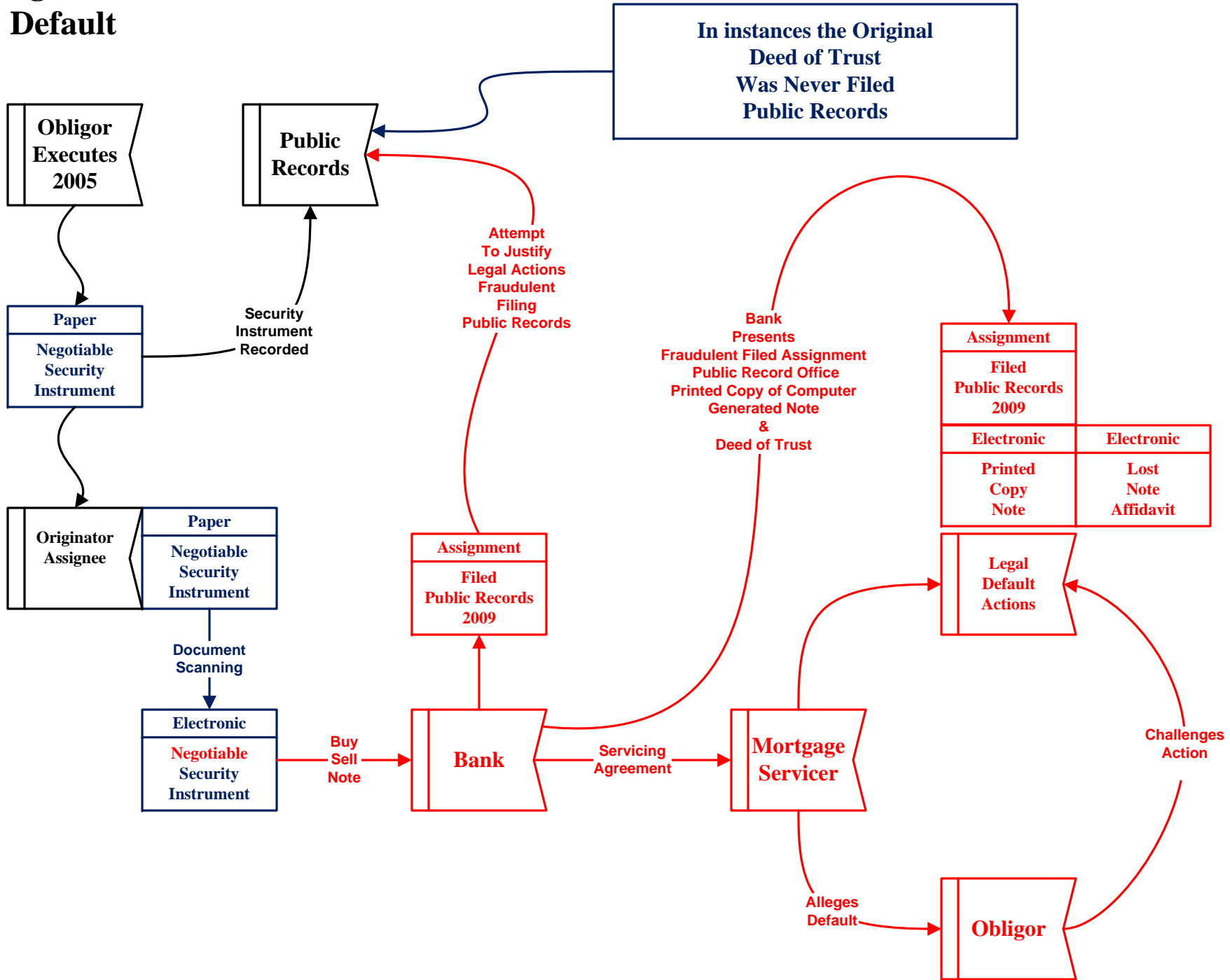


Non Compliance Uniform Commercial Code Trust Indenture Contractual Requirements

NUMBER 13-04-135-CV
COURT OF APPEALS
THIRTEENTH DISTRICT OF TEXAS
CORPUS CHRISTI B EDINBURG
FIRST NATIONAL ACCEPTANCE COMPANY,
Appellant,
v.
DEOLA BISHOP,
Appellee.
On appeal from the 357th District Court
of Cameron County, Texas.
O P I N I O N
Before Chief Justice Valdez and Justices Hinojosa and Yanez

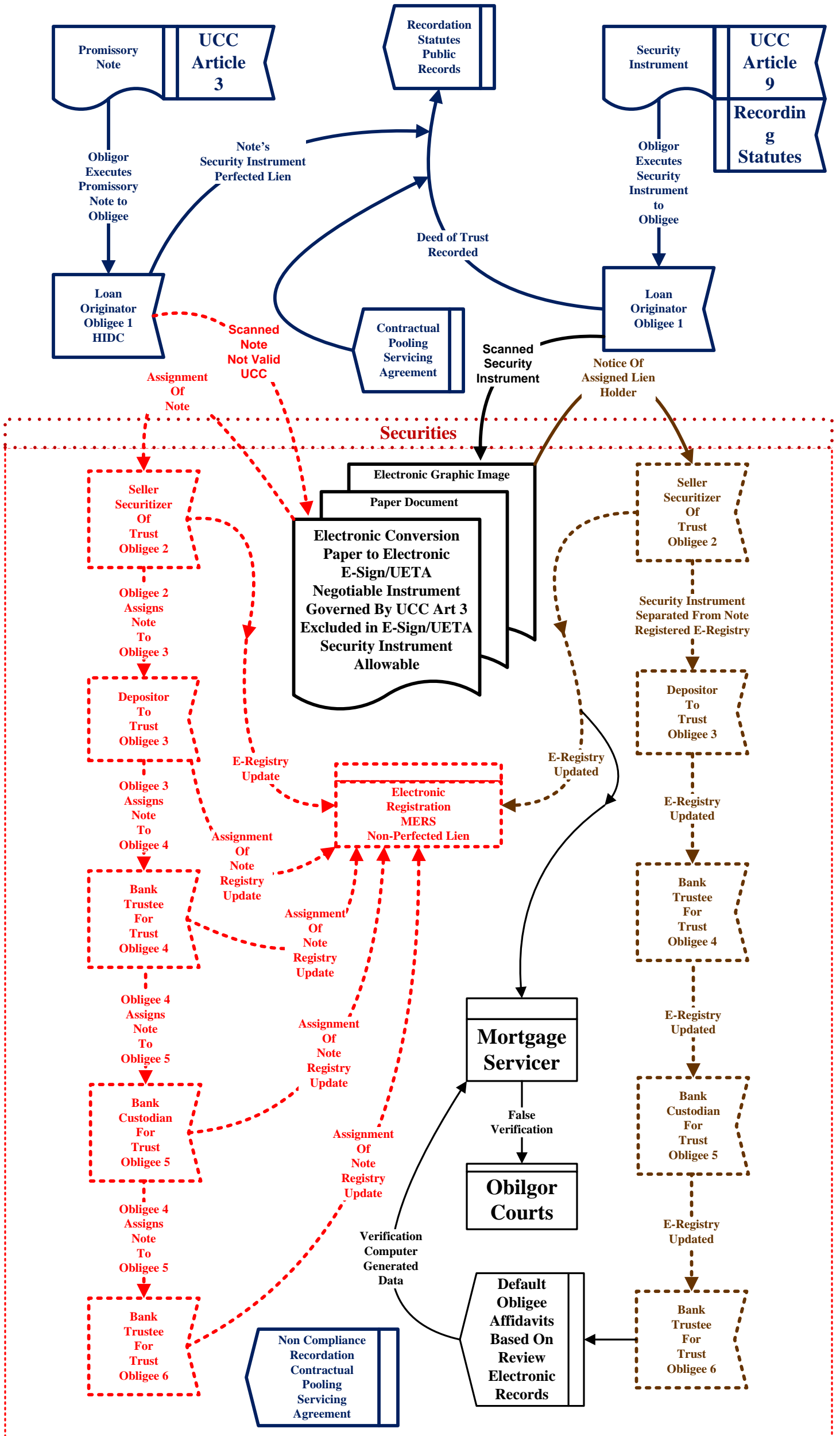


Alleged Note Default



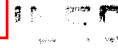
Copyrighted

Unperfected Lien



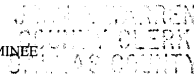
MERS named on Security Instrument - not on the Negotiable Instrument, If Negotiable Instrument is endorsed in "Blank", the assignment of the note must be proven by alternate methods; i.e. public records.

20090198500007



Deed of Trust
Date: September 27, 2005
Grantor(s): MARIA EVA MACHUCA
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE
Current Mortgagee: THE BANK OF NEW YORK MELLON (FKA THE BANK OF NEW YORK) ON BEHALF OF CIT MORTGAGE LOAN TRUST 2007-1
Mortgage Servicer: VERICREST FINANCIAL, INC. FKA THE CIT GROUP/CONSUMER FINANCE, INC
Recorded in: CF#200503559798
Property County: DALLAS
Legal Description: LOT 11, BLOCK 11, ORCHARD HILLS ESTATES ADDITION, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 43, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

2009 OCT 19 AM 9:18



Loan Trust 2007-1 is the Owner of the Negotiable Instrument. BNYMellon as Trustee for the Trust is the Holder of Negotiable Instrument for the Trust.

Date of Sale: Tuesday, December 1, 2009
Earliest Time Sale will Begin: 1:00PM
Place of Sale of Property:

THE AREA OUTSIDE ON THE NORTHSIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET BELOW THE OVERHANG 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.

VERICREST FINANCIAL, INC. FKA THE CIT GROUP/CONSUMER FINANCE, INC is acting as the Mortgage Servicer for THE BANK OF NEW YORK MELLON (FKA THE BANK OF NEW YORK) ON BEHALF OF CIT MORTGAGE LOAN TRUST 2007-1, who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. VERICREST FINANCIAL, INC. FKA THE CIT GROUP/CONSUMER FINANCE, INC, as Mortgage Servicer, is representing the Mortgagee, whose address is:

THE BANK OF NEW YORK MELLON (FKA THE BANK OF NEW YORK) ON BEHALF OF CIT MORTGAGE LOAN TRUST 2007-1
c/o VERICREST FINANCIAL, INC. FKA THE CIT GROUP/CONSUMER FINANCE, INC
715 S. METROPOLITAN AVE.
OKLAHOMA CITY, OK 73108

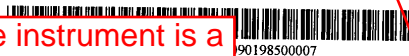
The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property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

Dated this October 19, 2009.

R. Maris L. Patton
R. MARIS L. PATTON, R. ALCORN OR R. FOSTER
Substitute Trustee
c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP
15000 Surveyor Boulevard, Suite 100
Addison, Texas 75001

Vericrest Financial is Mortgage Servicer for the Trustee. Trustee is not the "Holder in Due Course with rights to enforce".

Non-compliance with the presentation of the negotiable instrument is a common tactic of the bank's law firms. The Seller/Securitizer, Depositor & Trustee, Master Servicer, Sub Servicer & others are all parties in the creation of the trust and thus are related agents and not independent contractors. They cannot be an "Innocent Purchaser" and therefore "Holder in Due Course cannot be achieved, but the bank's law firms represent to the court that their client "Has Standing".



90198500007

NOTICE OF SUBSTITUTE TRUSTEE SALE

FILED

2009 OCT 19 AM 9:16

Deed of Trust

Date: December 26, 2001

Grantor(s):

BETU GIANG

Original Mortgagee:

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

Current Mortgagee:

BAC HOME LOANS SERVICING, LP FORMERLY KNOWN AS COUNTRYWIDE HOME LOANS SERVICING
LP
7105 CORPORATE DRIVE PTX-B-35
PLANO, TX 75024

Mortgage Servicer:

BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP

Recorded in: VOL 2002003, PAGE 04032

Property County: DALLAS

Legal Description:

LOT 58, IN BLOCK 1, OF THE ENCLAVE, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS,
ACCORDING TO THE MAP OR PLAT THEREOF "WCRODED IN VOLUME 99034, PAGE 7, PLAT RECORDS, DALLAS
COUNTY, TEXAS.

Date of Sale: Tuesday, December 1, 2009

Earliest Time Sale will Begin: 1:00PM

Place of Sale of Property:

THE AREA OUTSIDE ON THE NORTHSIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE
STREET BELOW THE OVERHANG 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.

BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP is acting as the Mortgage Servicer for
BAC HOME LOANS SERVICING, LP FORMERLY KNOWN AS COUNTRYWIDE HOME LOANS SERVICING LP, who is the
Mortgagee of the Note and Deed of Trust associated with the above referenced loan. BAC HOME LOANS SERVICING, LP FKA
COUNTRYWIDE HOME LOANS SERVICING, LP, as Mortgage Servicer, is representing the Mortgagee, whose address is:

BAC HOME LOANS SERVICING, LP FORMERLY KNOWN AS COUNTRYWIDE HOME LOANS SERVICING LP
c/o BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP
PTX-C-32 7105 CORPORATE
PLANO, TX 75024

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 October 19, 2009.


R. MARIS, L. PATTON, R. ALCORN OR R. FORSTER
Substitute Trustee
c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP
15000 Surveyor Boulevard, Suite 100
Addison, Texas 75001

MERS named on Security Instrument not on the Negotiable
Instrument, If Negotiable Instrument is endorsed in "Blank" the
assignment of the note must be proved by alternate methods. (i.e.
public records)



NOS20090031412448

NOTICE OF SUBSTITUTE TRUSTEE SALE

Deed of Trust

Date: April 14, 2006

Grantor(s):

TIEN K. VO

Original Mortgagee:

WELLS FARGO BANK, N. A.

Current Mortgagee:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR J. P. MORGAN MORTGAGE ACQUISITION TRUST 2006-WF1
180 EAST FIFTH STREET
ST. PAUL, MN 55154

Mortgage Servicer:

WELLS FARGO BANK, N.A.

Recorded in: CLERK'S FILE NO. 200600153663

Property County: DALLAS

Legal Description:

LOT 2, BLOCK 2 OF HIDDEN FOREST ESTATES, AN ADDITION TO THE CITY OF GARLAND, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME IN 2004072, PAGE 16, MAP RECORDS, DALLAS COUNTY, TEXAS.

Date of Sale: Tuesday, December 1, 2009

Earliest Time Sale will Begin: 10:00AM

Place of Sale of Property:

THE AREA OUTSIDE ON THE NORTHSIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET BELOW THE OVERHANG 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 U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR J. P. MORGAN MORTGAGE ACQUISITION TRUST 2006-WF1, 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:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR J. P. MORGAN MORTGAGE ACQUISITION TRUST
2006-WF1
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 October 09, 2009.

R. MARIS, L. PATTON, R. ALCORN OR R. FORSTER

Substitute Trustee

c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP

15000 Surveyor Boulevard, Suite 100

Addison, Texas 75001

U S Bank is Trustee for the Trust 2006-WF1.

Trust 2006-WF1 is the owner of the negotiable instrument.

The Custodian for the Trust 2006-WF1 is the holder of the negotiable instrument per the terms in the Pooling and Servicing Agreement. The recordation of intervening assignments in the public land records office is required by the terms of the Pooling and Servicing Agreement contract. If not recorded, then it is a contractual violation, and the reports that were filed with the SEC were false. (SEC Violation of 15 USC 77nn: false statements.)

Assignment(s) of the negotiable instrument that must be recorded per Texas Local Gov.Code § 192.001 & § 192.007 are:

Wells Fargo Bank - to Seller/Securitizer of the Trust - to Depositor - to the Trust - to Trustee for the Trust - to Custodian of the Trust for the benefit of the Certificate Holders. (5 assignments)

709 OAK STREET
GARLAND, TX 75040

491-7631026
20090169809043

2009 OCT -5 10:16

NOTICE OF SUBSTITUTE TRUSTEE SALE

Deed of Trust

Date: July 03

Grantor(s):

ALMA GONZALEZ
MANUEL GONZALEZ
SALOMON GONZALEZ-QUINTANA

**Naming MERS as Nominee hides who MERS is the
Nominee for prior to this notification. Lehman
Brothers Holding or a unknown Trust?**

Original Mortgagee:

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

Current Mortgagee:

LEHMAN BROTHERS HOLDING INC.
745 7TH AVE.
NEW YORK, NY 10019

Mortgage Servicer:

WELLS FARGO BANK, N.A.

Recorded in: CLERK'S FILE NO. 1908567

Property County: DALLAS

Legal Description:

BEING LOT 18, BLOCK E OF HILAND ADDITION, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12, PAGE 203, MAP RECORDS, DALLAS COUNTY, TEXAS.

Date of Sale: Tuesday, December 1, 2009

Earliest Time Sale will Begin: 10:00AM

Place of Sale of Property:

THE AREA OUTSIDE ON THE NORTHSIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET BELOW THE OVERHANG OR AS DESIGNATED BY THE COUNTY COMMISSIONERS.

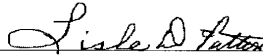
The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that time.

WELLS FARGO BANK, N.A. is acting as the Mortgage Servicer for LEHMAN BROTHERS HOLDING INC., 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:

LEHMAN BROTHERS HOLDING INC.
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 October 05, 2009.



R. MARIS, L. PATTON, R. ALCORN OR R. FORSTER

Substitute Trustee

c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP
15000 Surveyor Boulevard, Suite 100
Addison, Texas 75001



NOS20090169809043

MERS as Nominee, for Deutsche ALT-A Securities Mortgage Loan Trust, Series 2007-1

2617 BRANC
GARLAND, TX 75043

FILED

20090010601558

NOTICE OF SUBSTITUTE TRUSTEE SALE

2009 OCT 26 AM 9:54

Deed of Trust

Date: March 23, 2007

Grantor(s):

KENNETH EAKIN

JOHN W. WARREN
COUNTY CLERK
DALLAS COUNTY

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

Current Mortgagee:
HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR DEUTSCHE ALT-A SECURITIES MORTGAGE LOAN TRUST, SERIES 2007-1
P.O. BOX 2103
BUFFALO, NY 14240

Mortgage Servicer:
MIDLAND MORTGAGE CO.

Recorded in: CLERK'S FILE NO. 20070110420, REFILED CLERK'S FILE NO. 20070150906

Property County: DALLAS

Legal Description:

LOT 31, BLOCK 5 OF OAKS NO. 1, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED, IN VOLUME 74020, PAGE 1888 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

Date of Sale: Tuesday, December 1, 2009

Earliest Time Sale will Begin: 1:00PM

Place of Sale of Property:

THE AREA OUTSIDE ON THE NORTHSIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET BELOW THE OVERHANG OR AS DESIGNATED BY THE COUNTY COMMISSIONERS.

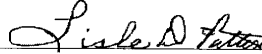
The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that time.

MIDLAND MORTGAGE CO. is acting as the Mortgage Servicer for HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR DEUTSCHE ALT-A SECURITIES MORTGAGE LOAN TRUST, SERIES 2007-1, who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. MIDLAND MORTGAGE CO., as Mortgage Servicer, is representing the Mortgagee, whose address is:

HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR DEUTSCHE ALT-A SECURITIES MORTGAGE LOAN TRUST, SERIES 2007-1
c/o MIDLAND MORTGAGE CO.
999 N.W. GRAND BLVD STE 110
OKLAHOMA CITY, OK 731186077

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 October 26, 2009.


R. MARIS, L. PATTON, R. ALCORN OR R. FORSTER
Substitute Trustee
c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP
15000 Surveyor Boulevard, Suite 100
Addison, Texas 75001

Law firm knew, or should have known, that their client was not in possession of the required documents or the legal authority to execute this action.



NOS20090010601558

4313 JUSTICE LANE
GARLAND, TX 75042

FILED

20090169809660

NOTICE OF SUBSTITUTE TRUSTEE SALE

2009 OCT 26 AM 9:59

JOHN D. WARREN
COUNTY CLERK
DALLAS COUNTY

Deed of Trust

Date: February 27, 2006

Grantor(s):

ALMA LEMUS
PORFIRIO LEMUS

Original Mortgagee:

WELLS FARGO BANK, N.A.

Current Mortgagee:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CMLTI 2006-WF2
180 EAST FIFTH STREET
ST. PAUL, MN 55154

Mortgage Servicer:

WELLS FARGO BANK, N.A.

Recorded in: CLERK'S FILE NO. 200600077617

Property County: DALLAS

Wells Fargo is only the servicer for U. S. Bank. U.S. Bank is the Trustee for Trust CMLTI 2006-WF2. The Trust is the owner of the negotiable instrument, and the Custodian for the Trust is the Holder of the negotiable instrument. But in the caption, Wells Fargo is claiming the rights, but only the Trust has the rights to foreclose.

DALLAS
OF THE

Date

Earl

Place of Sale of Property:

THE AREA OUTSIDE ON THE NORTHSIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET BELOW THE OVERHANG 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 U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CMLTI 2006-WF2, 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:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CMLTI 2006-WF2
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 October 26, 2009.

R. MARIS, L. PATTON, R. ALCORN OR R. FORSTER

Substitute Trustee

c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP

15000 Surveyor Boulevard, Suite 100

Addison, Texas 75001

Servicing Agreement provides information when to execute default actions and who has the authority to execute actions, Texas Property Code 51.0025 defines how to execute a foreclosure. The negotiable instrument is the only document that defines who has the right to initiate default actions as holder in due course per UCC Article 3.



NOS20090169809660

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

TS No. 763409

Loan No. XXXXXX4028 2009 NOV -9 PM 1:48

Date: October 28, 2009

County where Real Property is Located: Dallas, Texas.

JERRY W. GIBNEY
COUNTY CLERK
DALLAS COUNTY

ORIGINAL MORTGAGOR: Miguel J. Arcibar, A Married Man and Conzuelo Zarco, His Spouse, Signing Pro Forma to Perfect Lien Only

ORIGINAL MORTGAGEE: Mortgage Electronic Registration Systems, Inc.

CURRENT MORTGAGEE: U.S. Bank National Association, as Trustee under Pooling and Servicing Agreement dated as of September 1, 2005 Wachovia Mortgage Loan Trust Mortgage Loan Asset-Backed Certificates, Series 2005-WMC1 c/o HomEq Servicing Corporation 701 Corporate Center Drive Raleigh, NC 27607

MORTGAGE SERVICER: HomEq Servicing Corporation

DEED OF TRUST DATED: July 28, 2005, RECORDING INFORMATION - RECORDING NUMBER: 3459718, VOLUME: 2005152, PAGE: 5485, DATE: August 4, 2005

SUBJECT REAL PROPERTY (LEGAL DESCRIPTION):

Lot 12, Block F, Richland Meadows, an addition to the City of Garland, Dallas County, Texas, according to the map or plat thereof recorded in Volume 71047, Page 2075, of the map records of Dallas County, Texas.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on December 1, 2009, the foreclosure sale will be conducted at *the area outside the north side of the George Allen Courts Building facing Commerce Street below the overhang*, or at other such location as designated for foreclosure sales to take place, pursuant to Section 51.002 of the Texas Property Code as the place where the foreclosure sales are to take place. If no place is designated by the Commissioners Court, sale will be conducted at the place where the Notice of Trustee's Sale was posted. The trustee's sale will be conducted no earlier than 10am and 1pm or not later than three (3) hours after that time, by any one of the Trustees, and will sell, to the highest bidder for cash, subject to the unpaid balance due and owing on any lien indebtedness superior to the Deed of Trust.

HomEq Servicing Corporation is acting as the Mortgage Servicer for U.S. Bank National Association, as Trustee under Pooling and Servicing Agreement dated as of September 1, 2005 Wachovia Mortgage Loan Trust Mortgage Loan Asset-Backed Certificates, Series 2005-WMC1 who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. HomEq Servicing Corporation, as Mortgage Servicer, is representing the Mortgagee, whose address is: U.S. Bank National Association, as Trustee under Pooling and Servicing Agreement dated as of September 1, 2005 Wachovia Mortgage Loan Trust Mortgage Loan Asset-Backed Certificates, Series 2005-WMC1, c/o HomEq Servicing Corporation, 701 Corporate Center Drive, Raleigh, NC 27607

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.

By:

Mark Madison, Substtute Trustee
c/o Prommis Solutions, LLC
1544 Old Alabama Road
Roswell, GA 30076
www.foreclosurehotline.net

Are they licensed in Texas as a debt collector?

Deception upon the Courts

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, on October 27, 2003, Lucinda G. White and Larry E. White executed that certain Texas Home Equity Note in the original principal sum of \$75,200.00, bearing interest and being payable as therein set out to the order of Concorde Acceptance Corporation; said Texas Home Equity Note being secured by the Vendor's lien retained in the Deed of even date therewith covering the hereinafter described real property duly recorded, and being additionally secured by the Texas Home Equity Security Instrument of even date therewith to Don Ledbetter, Trustee(s), covering the hereinafter described real property recorded in the office of the County Clerk under File No. 2626451, Dallas County, Texas; creating a valid lien on the following described real property lying and situated in Dallas County, Texas, to-wit:

BEING LOT 30, BLOCK 14 OF SHOREHAVEN NO. 6, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREFOR RECORDED IN VOLUME 67111, PAGE 629, MAP RECORDS, DALLAS COUNTY, TEXAS

together with the improvements located thereon; and

WHEREAS, an Order to Proceed with Notice of Foreclosure Sale and Foreclosure Sale was entered on September 11, 2009, under Cause No. 09-4906, in the H-160th Judicial District Court of Dallas County, Texas;

WHEREAS GMAC MORTGAGE, LLC is representing the current owner and holder of said Note, under a written Mortgage Servicing Agreement. The name and address of the Mortgagee is THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION FKA THE BANK OF NEW YORK TRUST COMPANY, N.A. AS SUCCESSOR TO JPMORGAN CHASE BANK N.A. AS TRUSTEE FOR RASC 2003KS11, c/o GMAC MORTGAGE, LLC, 1100 Virginia Drive, P.O. Box 8300, Fort Washington, PA 19034.

WHEREAS, the Texas Home Equity Note is in default and the entire unpaid balance thereof is due and payable and Beneficiary has demanded payment of the Mortgagor, and intends to have the power of sale set forth in the Texas Home Equity Security Instrument enforced; and

WHEREAS, the Beneficiary has appointed Daniel R. Gamez, Shelley Ortolani, Mary Mancuso, and Jim Akins, whose address is c/o Daniel R. Gamez, Pite Duncan, LLP, 4375 Jutland Drive, Suite 200, P.O. Box 17935, San Diego, CA 92177-0935, as Substitute Trustee(s) under the Deed of Trust and has directed the Substitute Trustee(s) to enforce the power of sale under the Deed of Trust for the purpose of collecting the indebtedness described therein after giving notice of the time, place and terms of said sale, and the property to be sold, pursuant to the Deed of Trust and the laws of the State of Texas;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT I/we, Daniel R. Gamez, Shelley Ortolani, Mary Mancuso, and Jim Akins, Substitute Trustee(s), hereby give notice that I/we will accordingly, after having posted written notice of the time, place and terms of a public sale of the hereinafter described property, and after having given written notice at least twenty-one (21) days preceding the date of such sale by certified mail to each debtor obligated to pay the Texas Home Equity Note at the address of each debtor according to the records of the Beneficiary as required by the Texas Home Equity Security Instrument and the laws of the State of Texas, sell the Property at public auction to the highest bidder or bidders for cash at the area outside on the north side of the George Allen Courts building facing Commerce Street below the overhang, Dallas County, Texas, or any other area designated by the Commissioners Court of such County, pursuant to Section 51.002 of the Texas Property Code as the place where foreclosure sales are to take place, between the hours of 10:00 a.m. and 4:00 p.m., on the first Tuesday in December, 2009, the same being December 1, 2009. The foreclosure sale will be conducted between the hours of 10:00 a.m. and 1:00 p.m. The earliest time the foreclosure sale will begin will be 10:00 a.m.

EXECUTED in multiple originals on October 21, 2009.

Daniel R. Gamez, Substitute Trustee
DANIEL R. GAMEZ, SUBSTITUTE TRUSTEE

FILED
2009 NOV -9 PM 11:47
JUDICIAL CLERK
DALLAS COUNTY

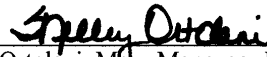
MERS is the Mortgagee. GMAC is representing Mortgagee MERS.

TS# TX-S-230165-V

NOTICE IS HEREBY GIVEN that because the default in performance of the obligations of the Deed of Trust, Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified to satisfy the debt secured by the Deed of Trust. The sale will begin at the earliest time stated above or within three hours after that time.

GMAC MORTGAGE, LLC FKA GMAC MORTGAGE CORPORATION is acting as the mortgage servicer for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. who is the mortgagee of the Note and Deed of Trust associated with the above referenced loan. GMAC MORTGAGE, LLC FKA GMAC MORTGAGE CORPORATION, as Mortgage Servicer, is representing the Mortgagee, whose address is: 500 ENTERPRISE ROAD, SUITE 150, HORSHAM, PA 19044

C/O GMAC MORTGAGE, LLC FKA
GMAC MORTGAGE CORPORATION
1100 VIRGINIA DRIVE
FORT WASHINGTON, PA 19034



Shelley Ortolani, Mary Mancuso, Jim Akins, Noel
McNally, Cassandra Inouye or Erika Puentes
Substitute Trustee

Return to:
Executive Trustee Services, LLC
2255 North Ontario Street, Suite 400
Burbank, California 91504-3120

NOTICE OF NON-JUDICIAL FORECLOSURE SALE

WHEREAS, on **February 24, 2005**, **Johnny Joe Phelps and Lynda Darlene Phelps, husband and wife** executed a Deed of Trust conveying to **Matthew Haddock** as Trustee, the Real Property herein described to secure **First Franklin a Division of Nat. City Bank of IN** in payment of that certain Promissory note of even date therewith in the original principal sum of **\$104,800.00**, said Deed of Trust being recorded **under County Clerk's File No. 3266227** of the Deed of Trust Records of **Dallas County, Texas**, and

Home Loan Services, Inc. ("Mortgage Servicer") is acting as and/or representing **Deutsche Bank National Trust Company as Trustee for First Franklin Mortgage Loan Trust 2005-FF4, Asset-Backed Certificates, Series 2005-FF4** ("Mortgagee") under a servicing agreement with Mortgagee. Mortgage Servicer's address is **c/o Home Loan Services, Inc. 150 Allegheny Center Mall, Pittsburgh, PA 15212**.

WHEREAS, the undersigned has been appointed Substitute Trustee in the place of the original Trustee upon the contingency and in the manner authorized by said Deed of Trust; and

WHEREAS, default, as same is defined in said Promissory Note, has occurred and the outstanding balance on same is now wholly due, and

WHEREAS, the owner and holder of said Promissory Note and Deed of Trust has obtained court approval to sell said real estate and has satisfied the requirements of TEX. CONST. art. XVI, § 50(a)(6)(D) and Texas Rules of Civil Procedure 735 et seq; and

WHEREAS, the owner and holder of said Promissory Note and Deed of Trust has requested the undersigned to sell said real property to satisfy the indebtedness.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **Tuesday, December 1, 2009** between the hours of **10:00 A.M. AND 1:00 P.M.** the Trustee, or the Substitute Trustee, will sell to the highest bidder for cash, at the courthouse of **Dallas County, Texas** in the area designated by the Commissioners Court of such County, or if no area is designated by the Commissioners Court, then at the front door of the west entrance to the Civil Courthouse, or if there is no entrance on the west side of the Civil Courthouse, then at the west wall of such Courthouse the following described real property to, to-wit:

Being Lot 9 in Block 6 of First Section, Second Installment of Orchard Hills Estates Addition, an Addition to the City of Garland, Texas, according to the Map Recorded in Volume 22, Page 233 of the Map Records of Dallas County, Texas.

IN WITNESS HEREOF, this instrument has been executed to be effective as of November 9, 2009.

/s/ *Shelley Ortolani*
SHELLEY ORTOLANI, MARY MANCUSO,
AKINS OR THOMAS D. PRUYN
Substitute Trustee
c/o 8584 Katy Freeway, Suite #305
Houston, TX 77024

Return To:
Balcom Law Firm, P.C.
8584 Katy Freeway, Suite #305
Houston, Texas 77024

Digitized Signature

BLF NO: 600073F
Client: HLS
MORTGAGOR: Phelps

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

2009 NOV -9 PM 1:24

FILED

The custodian for the Trust is the holder of the note and the certificate holders of the trust are the owner of the note.

Defending attorney failed to raise standing as defense thus allowed Home Loan Services to foreclose without having legal standing. Non-compliance with Article 3 UCC.

NO. 09-2657

SURE

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IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

14th JUDICIAL DISTRICT

**ORDER FOR FORECLOSURE CONCERNING
JOHNNY JOE PHELPS AND LYNDA DARLENE PHELPS, AND
2933 OLD ORCHARD ROAD, GARLAND, TEXAS 75041**

On _____, 20____, the Court considered the Application for Order for Foreclosure Concerning Johnny Joe Phelps and Lynda Darlene Phelps, (Respondents) and 2933 Old Orchard Road, Garland, Texas 75041 filed by Home Loan Services, Inc., f/k/a National City Home Loan Services, In., as servicer for Deutsche Bank National Trust Company as Trustee for First Franklin Mortgage Loan Trust 2005-FF4, Asset-Backed Certificates, Series 2005-FF4. After reviewing the pleadings and hearing the arguments of counsel, the court concludes that the Application is well based and should be granted. It is therefore:

ORDERED, ADJUDGED AND DECREED that Home Loan Services, Inc., f/k/a National City Home Loan Services, In., as servicer for Deutsche Bank National Trust Company as Trustee for First Franklin Mortgage Loan Trust 2005-FF4, Asset-Backed Certificates, Series 2005-FF4, its successors and/or assigns shall be allowed to proceed with foreclosure in accordance with Texas Property Code §51.002 and the Deed of Trust or Security Instrument held by Deutsche Bank National Trust Company as Trustee for First Franklin Mortgage Loan Trust 2005-FF4,

Asset-Backed Certificates, Series 2005-FF4, which debt and lien are secured by the property located at 2933 Old Orchard Road, Garland, Texas 75041 and more particularly described as:

Being Lot 9 in Block 6 of First Section, Second Installment of Orchard Hills Estates Addition, an Addition to the City of Garland, Texas, according to the Map Recorded in Volume 22, Page 233 of the Map Records of Dallas County, Texas.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Applicant or its counsel shall mail a copy of this signed order to Respondents with the notice of sale required under Texas Property Code §51.002 and Applicant shall be allowed to communicate with Respondents and all third parties reasonably necessary to conduct the foreclosure sale.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if Respondents are represented by legal counsel, Applicant or its counsel shall mail notice of the foreclosure sale to Respondents' counsel via certified mail.

SIGNED ON 27th, 2007



JUDGE PRESIDING

BARCLAYS CAPITAL REAL ESTATE INC. DBA
HOMEQ SERVICING (TMF)
SPARKS, BYRON D.
2413 CLUB MEADOW DRIVE, GARLAND, TX 75041

CONVENTIONAL

Our File Number: 09-008907

NOTICE OF TRUSTEE'S SALE

WHEREAS, on August 2, 2006, BYRON D. SPARKS, A MARRIED MAN & KHRYSTINA SPARKS, SIGNING PRO FORMA TO PERFECT LIEN ONLY, as Grantor(s), executed a Deed of Trust conveying to JOE E. SHAW, as Trustee, the Real Estate hereinafter described, to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS A NOMINEE FOR WMC MORTGAGE CORP. in payment of a debt therein described. The Deed of Trust was filed in the real property records of **DALLAS COUNTY, TX** and is recorded under Clerk's File/Instrument Number 200600304680, to which reference is herein made for all purposes.

WHEREAS, default has occurred in the payment of said indebtedness, and the same is now wholly due, and the owner and holder has requested to sell said property to satisfy said indebtedness;

WHEREAS, the undersigned has been appointed Substitute Trustee in the place of said original Trustee, upon contingency and in the manner authorized by said Deed of Trust; and

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **TUESDAY, December 1, 2009** between ten o'clock AM and four o'clock PM and beginning not earlier than 1:00 P.M. or not later than three hours thereafter, I will sell said Real Estate at the County Courthouse in **DALLAS COUNTY, TX** to the highest bidder for cash. The sale will be conducted in the area of the Courthouse designated by the Commissioners Court, of said county, pursuant to Section §51.002 of the Texas Property Code as amended; if no area is designated by the Commissioners' Court, the sale will be conducted in the area immediately adjacent (next) to the location where this Notice of Trustee's Sale was posted.

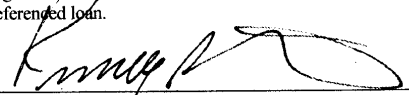
Said Real Estate is described as follows: In the County of Dallas, State of Texas:

LOT 4, BLOCK 5, COUNTRY CLUB MEADOWS, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 77134, PAGE 820, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

Property Address: 2413 CLUB MEADOW DRIVE
GARLAND, TX 75041
Mortgage Servicer: BARCLAYS CAPITAL REAL ESTATE INC. DBA HOMEQ SERVICING
Noteholder: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE UNDER POOLING
AND SERVICING AGREEMENT DATED AS OF DECEMBER 1, 2006 SECURITIZED
ASSET-BACKED RECEIVABLES LLC TRUST 2006-WM4 MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2006-WM4
701 CORPORATE CENTER DRIVE
RALEIGH, NORTH CAROLINA 27607

The Mortgage Servicer is authorized to represent the Noteholder by virtue of a servicing agreement with the Noteholder. 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.

WITNESS MY HAND this day November 9, 2009.


SUBSTITUTE TRUSTEE
RUSSELL STOCKMAN OR EDDIE MCCLENDON OR
DAVID STOCKMAN
c/o Baxter, Schwartz & Shapiro, LLP
5450 NW Central Drive, Suite 307
Houston, TX 77092
713-462-2565

FILED
2009 NOV -9 PM 12: 00
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY