

Homeowners in the Know

# How they Bifurcated our Mortgage Loan

Destruction of a Secured Debt

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I was taught, that before I undertook any great task, I should seek the aid of my Creator.

*May those against me whom worship deception as a way to success, find success in testimony to the Almighty's word.*

*May they become trapped within themselves to be the result and that which they themselves created by their hand, be held accountable for themselves and receive the reward they earned.*

*May they who deceive be confounded at the glory of truth of which they helped to construct without knowing, since they themselves, deceived themselves and their wealth become like a dried leaf of bitter waste, yet in the leaf be provided forgiveness, for truly they know not what they do, else they would not. The Almighty's will be done.*

Amen.

I want to thank you for reviewing this article. It is very important that you understand it. I hope I have made this clear enough for everyone to understand. I do not care if you DO or DO NOT own a home right now. You just may, at some point. So I urge you to read this.

If you do own a home right now, and if you are in a “spot”, with losing your home, PAY ATTENTION! It is of utmost importance you realize what is happening or has already happened to you. It is happening to me in Texas.

I am nothing more than a homeowner fighting for what is mine. I am not a lawyer, don’t want to be. I thank the Almighty, and my wonderful wife, who has been very confused, very frightened, yet very understanding to my cause. Without these two, not to mention the ones put into my pathway, I could not do it. If you only knew how many times, I just wanted to give up. But I couldn’t. I take my family values pretty serious. I take to the understanding what, not only my ancestors, but also my Forefathers who worked hard to make this land Texas, and the United States of America. This is something we are failing to remember. They didn’t want this to happen to begin with. Look at their laws, look at what they said, not something from the 30’s, although they are interesting and it deals with your situation.

**This** is my understanding of what has taken place with the “debt” part of my home loan. It may be a bit lengthy, but it is my attempt to explain what, I now understand a lot better and what you should KNOW. This is happening to, God only knows, how many people in not only the State of Texas, but to all states in the U.S. and most likely, all over the world. “Be “Wise as a Serpent and Calm as a Dove”.

Please understand “**Words**”. Don’t assume anything when you are reading! That was my mistake. Don’t make it yours. Understand their meaning. Understand their definition. It is important. If you think you will never be able to understand or this may be way over your head, I can only suggest that you look to a “higher power”. No, not the lawyer.

You are not alone in this world and don’t think that way. I did and my Creator showed me different. If you have ever read the “Book of Law”, then you should understand what I am saying. If not, go back and read it again. Remember ASK? Ask, Seek, Knock? You cannot imagine the Brilliant people that will come into your path. I know. This why, I am putting this out for you to see. “He” put you into this path, as I was.

Learn and understand what “**words**”, are used in your paperwork. This is important. After I quit assuming and realizing I didn’t know everything and started learning, the LIGHTS come on. You must also.

“**WORDS**” TO LOOK UP when you read this document; (Please use a Trusted source for this. Not somebody’s guess. There are a lot of law dictionaries online and in some Libraries. Please educate yourself. You are never too old.

|                         |                                  |  |
|-------------------------|----------------------------------|--|
| 1. ASSIGNMENT           | 8. GRANTOR                       | 15. NOMINEE                                    |
| 2. BENEFICIARY          | 9. GRANTEE                       | 16. <b>NOTE</b> – “COMPONENT OF YOUR MORTGAGE” |
| 3. BORROWER             | 10. LENDER                       | 17. PARTIES – No, not birthday                 |
| 4. COLLATERAL           | 11. MORTGAGE SERVICER            | 18. POWER OF SALE                              |
| <b>5. DEED OF TRUST</b> | 12. NEGOTIATE                    | 19. SECURED DEBT                               |
| 6. EVIDENCE             | 13. NEGOTIATED                   | 20. SECURITY                                   |
| 7. FORECLOSE            | <b>14. NEGOTIABLE INSTRUMENT</b> | <b>21. SECURITY INSTRUMENT</b>                 |
|                         |                                  | 22. UNSECURED DEBT                             |

These only a few. Don’t assume anything when it comes to words. This is where the confusion can begin. They tell you a word and you THINK you know what they meant. May be right? Could be wrong. PSALMS 118:8, Understand?

To better comprehend this, you will need to learn about your Local, State and Federal Laws. Start with the Laws of your State and Local Governments. There are plenty of rabbit holes to go down there alone. Remember Alice in Wonderland?

**YOU MUST UNDERSTAND, NONE OF THIS IS NOT A SUBSTITUTE FOR LEGAL ADVICE. THIS, my friends, is EDUCATION!**

Here goes;

1. I/We (“Borrowers”) **NEGOTIATED** a loan with (Lender) “American Mortgage Network (“AMNET”).
2. In that **NEGOTIATION**, I/We **SIGNED** a **NEGOTIABLE INSTRUMENT** with AMNET.
3. As **COLLATERAL**, (“Borrowers”)I/We **SIGNED** a **SECURITY INSTRUMENT** that rendered certain performances in the contract.

The **NEGOTIABLE INSTRUMENT**: (AKA “NOTE”)

1. The **NEGOTIABLE INSTRUMENT** listed the two **PARTIES INVOLVED** as; **(1)AMERICAN MORTGAGE NETWORK** (“Lender”) and **(2)Alvie and Julie Campbell** as (“Borrowers”).
2. In that **NEGOTIABLE INSTRUMENT**, I/we (“borrower”) **PROMISE to pay to AMERICAN MORTGAGE NETWORK** (“Lender”) a sum of money in return for a loan I/we **SECURED** with a **SECURITY INSTRUMENT**.
3. This **NEGOTIABLE INSTRUMENT** sets out the terms of the **NEGOTIATION**: the amount of the debt, the mortgage due date, the rate of interest, the amount of monthly payments, whether the lender requires monthly payments to build a tax and insurance reserve, whether the loan may be repaid with larger or more frequent payments without a prepayment penalty, and whether failing to make a payment or selling the property will entitle the lender to call the entire debt due.
4. This document is **ONLY** the **NEGOTIATION** for something of value. This being monetary.

The **SECURITY INSTRUMENT**: (AKA “DEED OF TRUST”)

1. In the **SECURITY INSTRUMENT** and upon default, (Borrower)Alvie/Julie Campbell transfers (“conveys”) an interest in a **TITLE to REAL PROPERTY** to a certain **TRUSTEE** as a **SECURITY**.
2. In essence, (“Borrower”) Alvie/Julie Campbell are bound by this **SECURITY INSTRUMENT** until (“Borrower”)I/We repay the amount (“Borrower”)I/We **NEGOTIATED** with (“Lender”) **AMERICAN MORTGAGE NETWORK** in the **NEGOTIABLE INSTRUMENT**.
3. The three **PARTIES** involved in the **SECURITY INSTRUMENT** are the **(“Grantor”)**, Alvie/Julie Campbell **(1)**, the **(“Trustee”)** George whatever his name**(2)**, and the **(“Lender”)**, AMERICAN MORTGAGE NETWORK**(3)**, and then there is an intrusive non-party,( a third party, you might say) the **(“Beneficiary/Nominee”)**, Mortgage Electronic Registrations Systems (**MERS**) who has no beneficial Ownership Right’s in either the **NEGOTIABLE INSTRUMENT** or the **SECURITY INSTRUMENT**.
4. This **(“SECURITY INSTRUMENT”)** **CONTRACT** is between **THREE PARTIES**. **GRANTOR, TRUSTEE** and the **LENDER**
5. This **SECURITY INSTRUMENT** **EVIDENCES** the “original” amount as **NEGOTIATED** in the **NEGOTIABLE INSTRUMENT**.
6. This **SECURITY INSTRUMENT** also identifies where the **REAL PROPERTY** is located that is being used as **COLLATERAL**.
7. This **SECURITY INSTRUMENT** provides the provisions, requirements and legal procedures.
8. This **SECURITY INSTRUMENT** provides the **POWER OF SALE** clause.
9. This **SECURITY INSTRUMENT** provides the **GOVERNING LAWS**.

**Rule of thumb;**

Two "O's" = Borrower (Obligor, Trustor, Mortgagor, etc.)

Two "E's" = Lender (Obligee, Mortgagee, Trustee, etc.)

BUSINESS & COMMERCE CODE  
CHAPTER 3. NEGOTIABLE INSTRUMENTS  
SUBCHAPTER A. GENERAL PROVISIONS AND DEFINITIONS

§ 3.103. DEFINITIONS.

(12) "Promise" means a written undertaking to pay money signed by the person undertaking to pay. An acknowledgment of an obligation by the obligor is not a promise unless the obligor also undertakes to pay the obligation.

**WHAT TOOK PLACE**

**(ON OR ABOUT OCTOBER, 2004)**

The "Borrower(s)" entered into **NEGOTIATION** with the "**Lender**". I/We ("**Borrower's**"), by executing a **NEGOTIABLE INSTRUMENT** and this **NEGOTIABLE INSTRUMENT** at the beginning of the "Borrowers" **NEGOTIATION** was to be a **SECURED DEBT** by the execution of the **SECURITY INSTRUMENT** and the **NEGOTIABLE INSTRUMENT** together.

The **NEGOTIABLE INSTRUMENT** and the **SECURITY INSTRUMENT** combined create a **SECURED DEBT**. These two "**INSTRUMENTS**" are inseparable without consequences.

At this point, the "Lender", **AMNET** is the **HOLDER IN DUE COURSE (HIDC)**(§ 3.302. HOLDER IN DUE COURSE)

Sometime in December, 2004, some "other" entity comes along and provides me with a **new account number** and says they are taking over. We assume this is ok. We make payments to them. These people call themselves the **MORTGAGE SERVICER**. They are not the "**PARTY**" to the "instrument" which I **NEGOTIATED**. Tex Bus and Com Code Article III, (§ 3.302. HOLDER IN DUE COURSE;(10)"Party" means a party to an instrument.)

PROPERTY CODE - TITLE 5. EXEMPT PROPERTY AND LIENS -SUBTITLE B. LIENS  
CHAPTER 51. PROVISIONS GENERALLY APPLICABLE TO LIENS

(3) "**Mortgage servicer**" means the last person to whom a mortgagor has been instructed by the current mortgagee to send **payments for the debt secured by a security instrument**. A mortgagee may be the mortgage servicer.

At this point, ("Borrower's")I/We do not know whether the Debt is **SECURED or UNSECURED**. Very important.

## **BIFURCATION IN THE MAKING**

(ON OR ABOUT SEPTEMBER, 2008)

**PUBLIC RECORDS:** <https://deed.wilco.org/RealEstate/SearchEntry.aspx>

**PUBLIC RECORDS** in Williamson County, Texas, reveal that document #2008075222, a “**Notice of Assignment of Note and DEED of TRUST**” was recorded on September 30, 2008 which memorialized a **TRANSFER/ASSIGNMENT** of a **SECURITY INSTRUMENT** from **Mortgage Electronic Registrations Systems (MERS)** to **Wells Fargo Bank, N.A.** These “**Parties**” were not the “**ORIGINAL PARTIES INVOLVED**” and have provided no proof to show they had any rights to make the Transfer/Assignment.

According to **TEXAS LOCAL GOVERNMENT CODE 192.007**, they don’t. They have not proved it.

This **FILING and RECORDING** in **PUBLIC RECORDS IS FRAUD ON PUBLIC RECORDS**. The “**ASSIGNOR**”, **MERS**, was not the **Owner/Holder** or **Holder in Due Course (HIDC)** of the **NEGOTIABLE INSTRUMENT**. The **SECURED DEBT** is the **COMBINATION** of the **NEGOTIABLE INSTRUMENT** which is secured by the **SECURITY INSTRUMENT**. The **NEGOTIABLE INSTRUMENT DOES NOT IDENTIFY MERS** as one of the **PARTIES INVOLVED**. **MERS** has **NO LEGAL AUTHORITY** to record this into **PUBLIC RECORD** unless **MERS** has perfected the proper negotiation of the **NEGOTIABLE INSTRUMENT** to achieve such rights as **Owner/Holder** of the **NEGOTIABLE INSTRUMENT**.

According to document number #2008075222, recorded in Williamson County public records, **MERS, without having a beneficial ownership rights in the NEGOTIABLE INSTRUMENT, Assigned the SECURITY to a 3<sup>rd</sup> party.**

**MERS “ASSIGNMENT of NOTE and DEED of Trust” offers to you, the PUBLIC, the PROOF required to show Bifurcation of the NEGOTIABLE INSTRUMENT from the SECURITY INSTRUMENT and has created a NULLITY of the SECURITY INSTRUMENT. MERS has now converted the SECURED DEBT into A NON-SECURED DEBT. This renders the POWER OF SALE clause contained within the SECURITY INSTRUMENT out of reach of the NEGOTIABLE INSTRUMENT as such SECURITY INSTRUMENT a NULLITY. Through this attempt of “ASSIGNMENT” of the SECURED DEBT, MERS has DESTROYED the SECURED DEBT by BIFURCATION.**

Although **MERS** or **Wells Fargo** may claim recordation of the “**ASSIGNMENTS**” which reflects the negotiation of the **NEGOTIABLE INSTRUMENT**, **are not a required** action in regards to the **Texas Business and Commerce Code** and the **Texas Property Code**, both **MERS and Wells Fargo** have failed to review the “**SECURITY INSTRUMENT**”, Section 14. (**Governing Laws; Severability**),” This **SECURITY INSTRUMENT shall be governed by Federal law and the law of the jurisdiction in which the property is located**”.

The **FILING** of the “**DEED of TRUST**” was a **willful voluntary act** executed that was required by **3<sup>rd</sup> party contract**, Title Companies, Fannie Mae, Freddie Mac as examples. The **Texas Property Codes** states that they “**MAY**” and so they did.

Both **MERS** and **Wells Fargo** **FAILED** to follow **TEXAS LOCAL GOVERNMENT CODE 192.007**;

*§ 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.

**MERs, nor WELLS FARGO** have any legal authority to **FORECLOSE** on “Borrower’s” **REAL PROPERTY** due to the **SEPERATION** or **BIFURCATION** of the **NEGOTIABLE INSTRUMENT** and the **SECURITY INSTRUMENT**.

“**Borrower’s**” have not denied that they do not owe the **DEBT**.

However, the rightful owner of the **NON-SECURED** debt is not present before this court and even if they may attempt to produce a **JUDGEMENT** upon **ALLEGED DEBTOR** by initiating legal collections against the “**UNSECURED NEGOTIABLE INSTRUMENT**”. They might be able to achieve a money Judgment but they cannot **FORECLOSE ON THE HOME**.

I hope you understood this article. I pray that you learn how to defend yourself from the Wolves.

I thank all those involved in my learning process.

Maybe it was an adventure? I do know, it was by Divine design. I know they are doing whatever they want and know not what they do. It is time to fight back.

BIFURCATION OF A SECURED INSTRUMENT  
AN ANALOGY  
BY: ALVIE CAMPBELL

What does an Oreo Cookie look like?

Picture something that looks like an Oreo cookie.

You have two chocolate cookies on each side with the cream in the middle. The chocolate sides represents the Negotiable Instrument & Security Instrument, a **NON-SECURED DEBT**.

The cream in the middle is the law (**Tex. Bus. Com. Code, Texas Local Government Code, and other related laws.**)

Together, the two sides and the cream make this a cookie (**SECURED DEBT**).

BUT

If you take away the cream in the middle, now you have only two chocolate cookies  
(**Non-Secured Debt**).



BIFURCATION OF A SECURED INSTRUMENT

Or

**Humpty Dumpty, the “Lender”**

BY: ALVIE CAMPBELL

**Humpty Dumpty, the “mortgage”, that sat on a wall,**

**Humpty Dumpty, the “mortgage”, had a great fall. (Bifurcation)**

**All the “Lenders” “helpers” and all the “Lenders “men”, couldn’t put Humpty,**

**the “Secured Debt”,**

**together again.**

You will also want to read these latest articles here on Scribd ...

The guys listed below, are a very important part of this education. Lean from their material.

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## **Chain = Chain**

<http://trilliondollarfubar.com/MERS-Chain%20to%20Chain.pdf>

## **Custody – Where is the Note**

<http://www.scribd.com/doc/32462283/Custody-Where-is-the-Paper-Note>

## **“In GOD We Trust” In GREED We Take”**

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## **NSHAN – Have a Note**

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## **What Follows What**

<http://www.scribd.com/doc/31966191/WFW-R3>

## **Forall**

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