## **Note secured by Real Property Security Instrument**

Obligor/Grantor (a) UCC 3 Note

Obligee (1a)

Grantee (1a)

Secured Party (1a) of Record Security Instrument

Sale 1 Failure to Assign Security Instrument

Note secured by Security Interest in Real Property Security Instrument
UCC Article 9 Local Laws Jurisdiction

Obligor/Grantor (b) UCC 9 Note Grantor (1b)
Security Interest

Grantee (1b) Security Interest

Note secured by Security Interest in Real Property Security Instrument

Secured Party of Record (1a)
Security Instrument

Assignor (1b) /Assignee (1b)
Security Interest

Security Instrument - Loss of Perfection

Sale 2 Failure to Assign Security Instrument

Obligee (2) b UCC 9 Note Grantor (2b) Security Interest

Grantee (2b) Security Interest

Note secured by Security Interest in Real Property Security Instrument

Secured Party of Record (1a)
Security Instrument

Assignor (2b) /Assignee (2b) Security Interest

Security Instrument - Loss of Perfection

Sale 3 Failure to Assign Security Instrument

Obligee (3) b UCC 9 Note Grantor (3b) Security Interest Grantee (3b) Security Interest

Note secured by Security Interest in Real Property Security Instrument

- a attached/perfected Security Instrument
- b assignment of security interest in lost security instrument perfection

Secured Party of Record (1a)
Security Instrument

Assignor (3b) / Assignee (3b) Security Interest

Security Instrument - Loss of Perfection

Uniform Commercial Code Article 9 provides the law for the methods and means that a Security Interest attaches and perfects to Article 9 defined collateral as security measure to collect payment for an Article 9 Secured Note (transferable record). The word "Mortgage" does not only apply to Article 9 instruments but to instruments governed by other statutory law. The Article 9 deception is to have the Article 9 definition of Mortgage appear as it applies to all other forms of Mortgages, such as a Security Instrument applicable to real property which is point blank excluded by Article 9.

Where one attempt to apply only Article 9 law to a Security Instrument and discounts all other applicable law, it appears that a party that claims to be a beneficiary of the Security Instrument could be such, except, the claim of beneficiary could only apply to the Security Interest in the Security Instrument portion of an Article 9 instrument. In short, however unlawfully likely, two beneficiaries could exist at the same time, beneficiary of the real property instrument and beneficiary of the Article 9 instrument.

Where one argues only one instrument definition, all appears to be legal. Were one to argue both instrument definitions in tandem, legality would come into question.