

Foreclosure Fraud

Stop Foreclosure by finding the fraud in the Land Records. Fraudulent Assignments are being used in Land Records Offices everywhere to facilitate Foreclosure Fraud, and Mortgage Servicing Fraud.

- this document is not a substitute for the advice of an attorney –

The big banks and Wall Street have screwed up the economy and a small group of people has uncovered one of their biggest secrets. Although the facts are simple, there are many, and their use and misuse are very complex. The purpose is to cheat, steal and deceive the law abiding and innocent at every possible crossroad.

It all starts at the most basic and sacred of all levels, the land records office. This is where both residential and commercial mortgages are exploited and terminally compromised for the sake of speed and trading convenience, mostly through electronic means. Profits to the banks are tremendously increased through hidden fees and liability is passed on to the unsuspecting investors.

The purpose of this composition is to expose the smallest but most important part of the scam, for if they were to follow the applicable laws for each county and state, this problem could not exist. It gets very involved and at many levels including securities fraud, jeopardizing approximately 50% of all the long-term retirement securities on the market today.

Examples presented here are from Tarrant County and Dallas County but can be applied to all counties and all states with minor adaptations to suit local applicable laws.

Foreclosures are at an all time high as a result of the economy, the economy they created, and surprisingly enough, the following information when used correctly can stop most all foreclosures, residential or commercial, and essentially take those properties back free and clear from the mortgage companies. This is real and it is being done successfully all over the union. Key phrase here; “Produce the Note”, as in 95% of all cases, the original paper blue ink signed promissory note has been scanned into electronic form and then shredded. They have repeatedly and consistently broken the law in order to increase their profits by reducing their overhead and liability.

The alarm here is there are no checks and balances to catch these unlawful filings with the records office and in that case they become and unwilling, unknowing party in covering up the financial institutions fraud.

“the people i signed with are not here nor are they being represented here“

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

Other related postings here on Scribd...

Assignment Fraud

<http://www.scribd.com/doc/18775420/Assignment-Fraud>

Assignment Fraud Example

<http://www.scribd.com/doc/28185884/Assignment-Fraud-Example-01>

Bifurcation

<http://www.scribd.com/doc/27858576/MERS-Bifurcation>

MERS Litigation Example

<http://www.scribd.com/doc/28186623/MERS-Litigation-Example-01>

Survival – how to

<http://www.scribd.com/doc/26860891/Survival-How-To>

May Shall Must

<http://www.scribd.com/doc/28539964/May-Shall-Must>

Copies and the Affidavit Trap

<http://www.scribd.com/doc/36600683/Copies-and-the-Affidavit-Trap>

FDCPA Fraud

<http://www.scribd.com/doc/30626451/FDCPA-Fraud>

FDCPA Litigation Example

<http://www.scribd.com/doc/30625273/FDCPA-Litigation-Example-01>

This is a “MUST READ”

From the St. Petersburg Times

Good article here concerning some of the more notorious offenders ...

<http://www.tampabay.com/news/business/realestate/article997375.ece>

And

<http://www.tampabay.com/news/business/realestate/when-bryan-j-bly-became-nb-did-he-know-what-he-was-signing/1103508>

In Trouble? Need help? Don't know where to begin?

How to Fight Mortgage Foreclosure and Keep Your House!

This book is just what you are looking for!

<http://www.scribd.com/doc/94378979/Fight-Mortgage-Foreclosure-and-Keep-Your-House>

We are all too well aware of the current state of the economy, and more importantly, we understand where you are financially. Our help, these facts, illustrations and examples are available for the price of a donation. To promote our works and continue to help others. We simply ask that you remember us when you have finally stopped them from taking your home. An honor system of sorts, pay us what you think its worth. With your consent, we will add your case success story for others to follow. We feel that everybody needs to know the facts to be able to make informed and educated decisions concerning their homes.

Please feel free to contact any one of us for help. Our expertise is in the examination and evaluation of mortgage loans. Moreover, we will expose the fraud in any case. We have a huge database that can supply any needs. We can provide custom charts to fit your case. We will work with you or your attorney of choice to help to make your case a success.

The data collected from the mortgage company can and will be used detrimentally against them in your defense.

This is the way towards a winning plan!

Allen Carlton
uf1@netzero.net

Jeff Wilner
jeffwilner@myway.com

later

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About:

Stop Foreclosure by showing fraud in the Land Records. Fight Foreclosure Fraud. Assignment Fraud in the Land Records. Mortgage Servicing Fraud becomes Wrongful Foreclosure - AAA Foreclosure Fraud.

Texas rules of civil procedure rule 735 and rule 736 expedited foreclosure. Explained in easy terms includes examples and cases to follow. Separation of note and mortgage - bifurcation.

Bryan Bly, Crystel Moore, Bobbie Jo Stoldt and many others. Nationwide Title Clearing. Florida Notary Public rules. Multi-hat wearing dummies. Vice President of two different mortgage lenders at the same time, and two months later, Vice President of yet another company, and on and on.

MERS for dummies. Learn how to sever the collateral link. Business records affidavits and how to destroy them. Clouded titles. Power of attorney and their significance.

Land records recordations and their importance. Broken chains of assignments and there importance in a court of law. The importance of jurisdiction and standing explained. TILA and RESPA violations are a long and drawn out battle. Specific laws with charts and graphs. Our system takes them out by the ankles. Standing or lack thereof is the answer. We show you how.

Wrongful Foreclosure, foreclosure scams, Land Records Fraud, Indenture fraud, it's all just another fraud. Notary Fraud is a big problem. Judicial and non judicial foreclosures and how they work. Assignment Fraud is national and rampant! Business record affidavits and what they mean. Mortgage Servicing Fraud, Clouded title, Bogus Assignments, broken chain of assignments, securities fraud, deceptive practices, Separation of note and mortgage, Bogus business records, investment fraud, Bank Fraud, TILA violations, RESPA violations, FDCPA violations, bifurcation.

Learn how to sever the collateral link.

... common fraud schemes - Assignment as an instrument of fraud - fair debt collection and practices act - truth in lending act - Fannie Mae - Freddie Mac.

Explained in easy terms includes examples and cases to follow.

... produce the note - breach of contract - standing - jurisdiction.

Mers for dummies.

... Texas rules of civil procedure rule 735 and rule 736 expedited foreclosure.

Business records affidavits and how to destroy them.

... stop foreclosure - Power of attorney - promissory note assignment - pooling and servicing agreement - Prospectus supplement - Bogus power of attorney.

... Deed of Trust - quiet title - Bailee letter - Securitization - chain of title - trustee - Notice of Assignment - Assignment of Mortgage.

Power of attorney and its significance.

... Stop Foreclosure - custodian - alleged fraud in the assignment - mortgage electronic registration systems.

TILA and RESPA violations create a long and drawn out battle.

Specific laws with charts and graphs.

Our system takes them out by the ankles.

Standing or lack thereof is the answer.

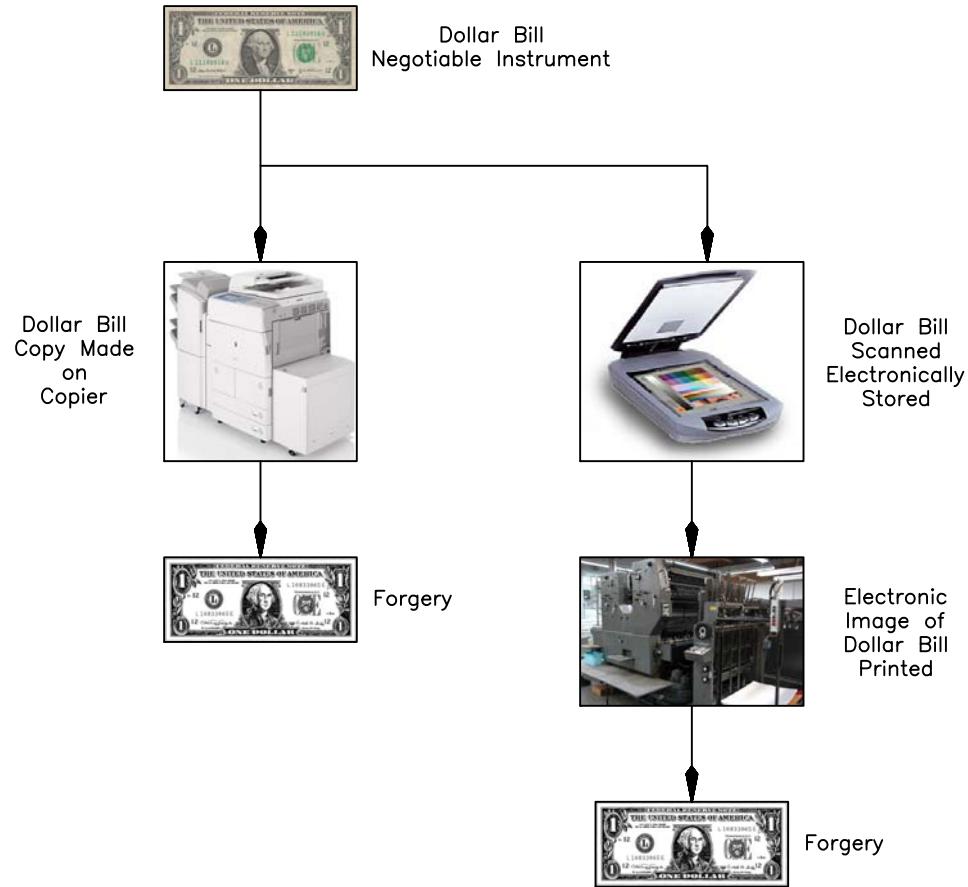
"Your Honor, the people I signed with are not here, nor are they being represented here."

Copyright © 2010

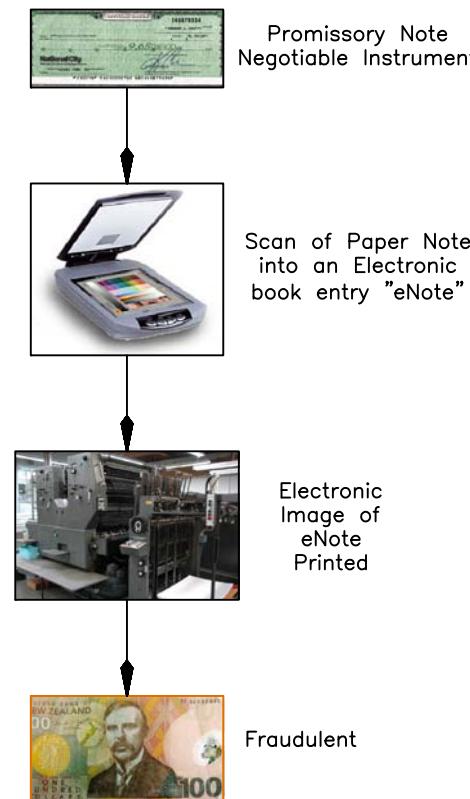
READ ON

Forgery or Fraudulent

United States Dollar Bill



Negotiable Instrument UCC



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*

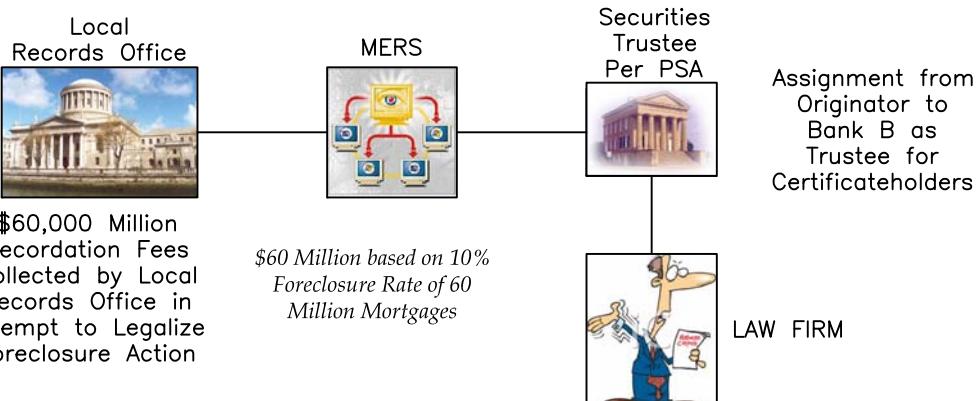
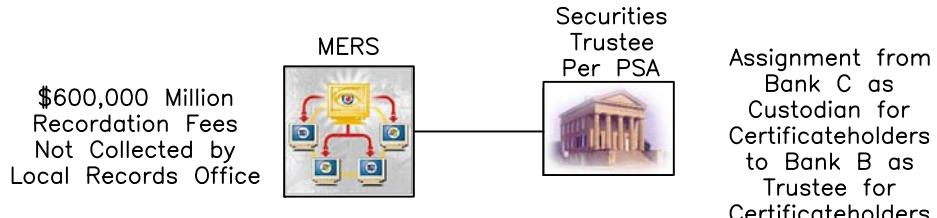
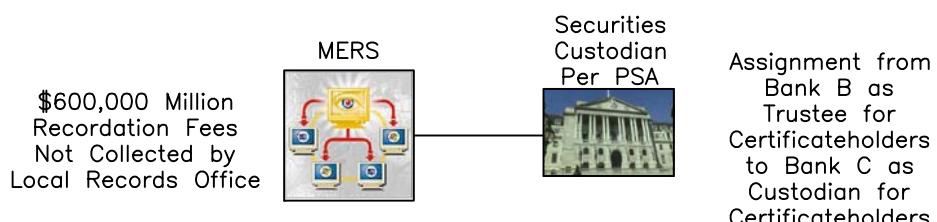
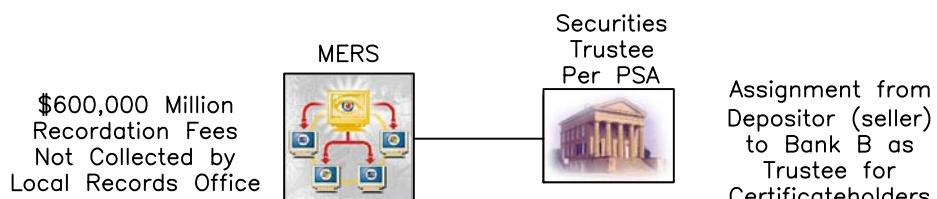
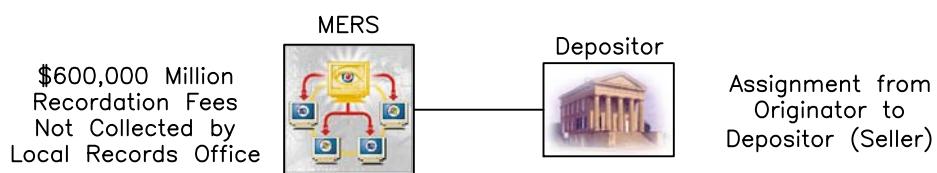
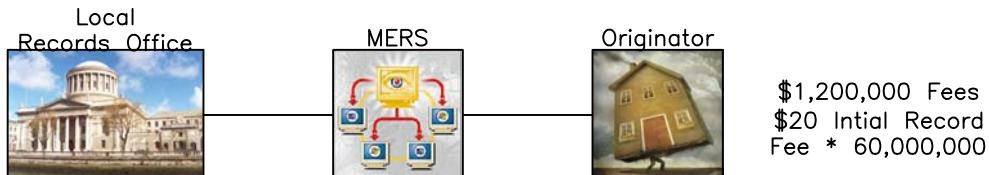
A notarization in and of itself neither validates a document nor speaks to the truthfulness or accuracy of its contents. The notarization serves a different function, viz, verifying that a document signer is who he or she purports to be and has willingly signed the document.

Loss to Local County Records Offices - \$ 2.34 Billion

Estimated Recordation Fees

Land Records Office v Mers

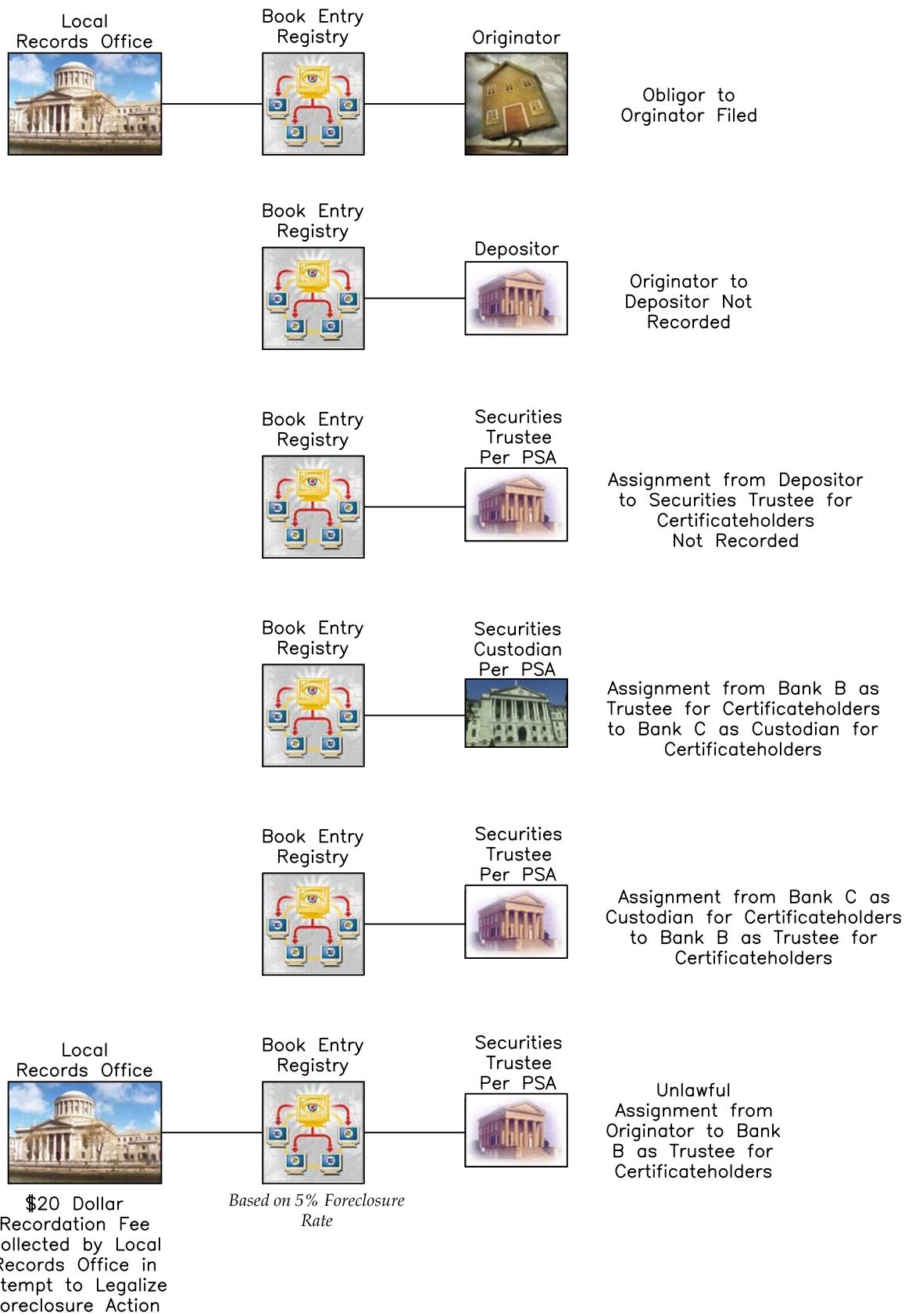
Estimates based on approximately 60 million loans serviced by MERS as stated by MERS.
Assume 2 pages for filing assignment.



Estimated Loss to Dallas County Records Offices \$25 Million

**Estimated Recordation Fees Not Filed But Required
By Texas Law and the Pooling and Servicing Agreement**

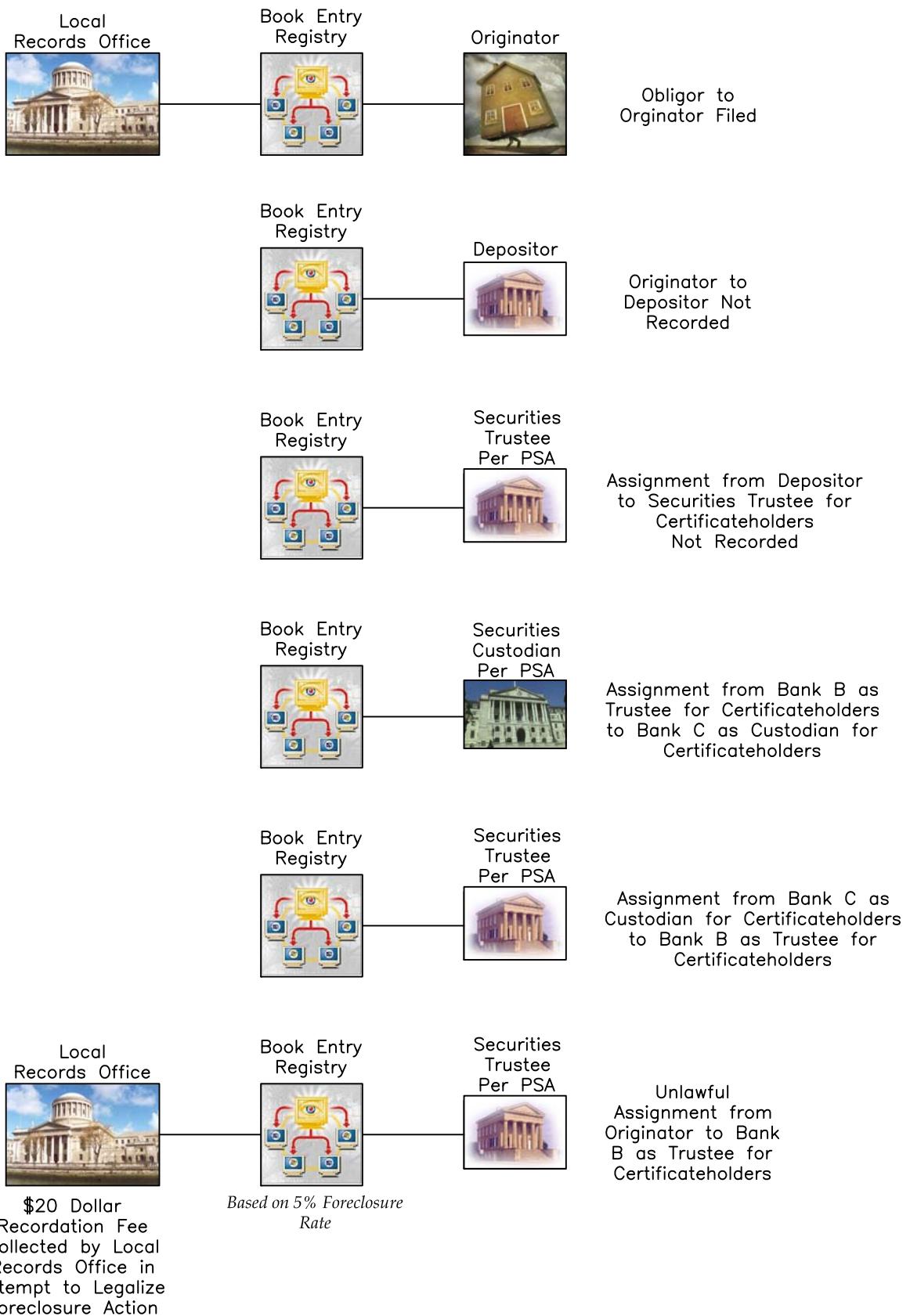
Assumption - 2 pages for filing assignment.



Estimated Loss to Tarrant County Records Offices \$ 10.38 Million

**Estimated Recordation Fees Not Filed But Required
By Texas Law and the Pooling and Servicing Agreement**

Assumption - 2 pages for filing assignment.



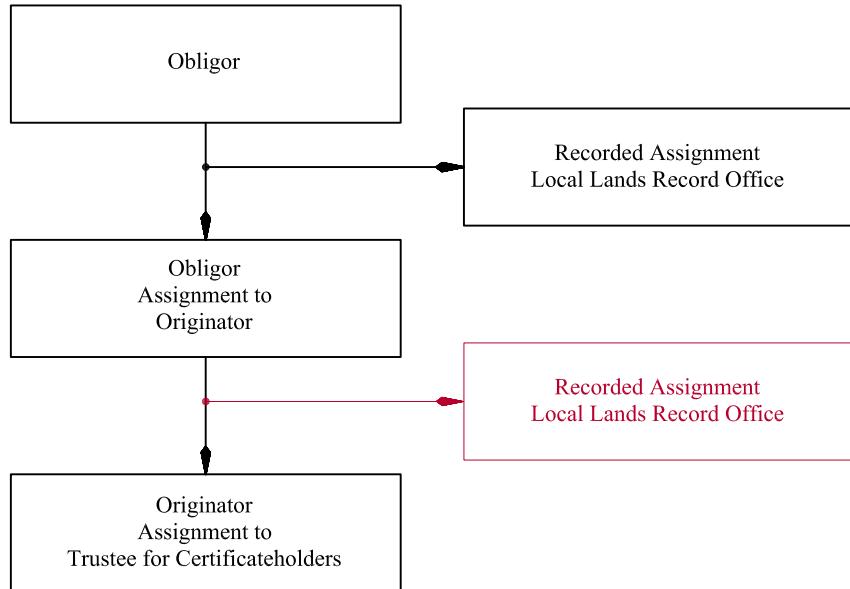
Actual Assignments

Attempt to Justify

Missing Assignments

Non Compliance with

Texas Property Code



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.*"

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

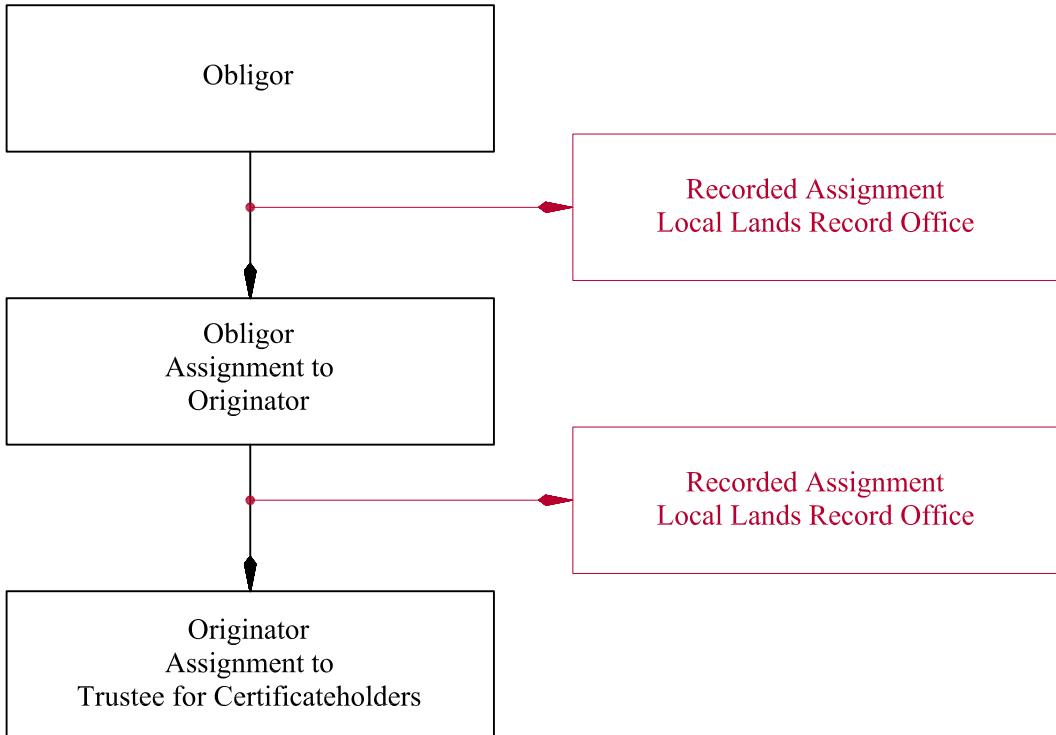
- (iii) an original Assignment assigned in blank, without recourse;
- (iv) the original recorded intervening Assignment or Assignments showing a complete chain of assignment from the originator to the Person assigning the Mortgage to the Trustee as contemplated by the immediately preceding clause (iii)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

Actual Assignments

Attempt to

Justify Missing Assignments for

Presentation to Courts



Securities Trust
Pooling and Servicing Agreement
Depositor
Master Servicer
and
Trustee
POOLING AND SERVICING AGREEMENT
ASSET-BACKED PASS-THROUGH CERTIFICATES

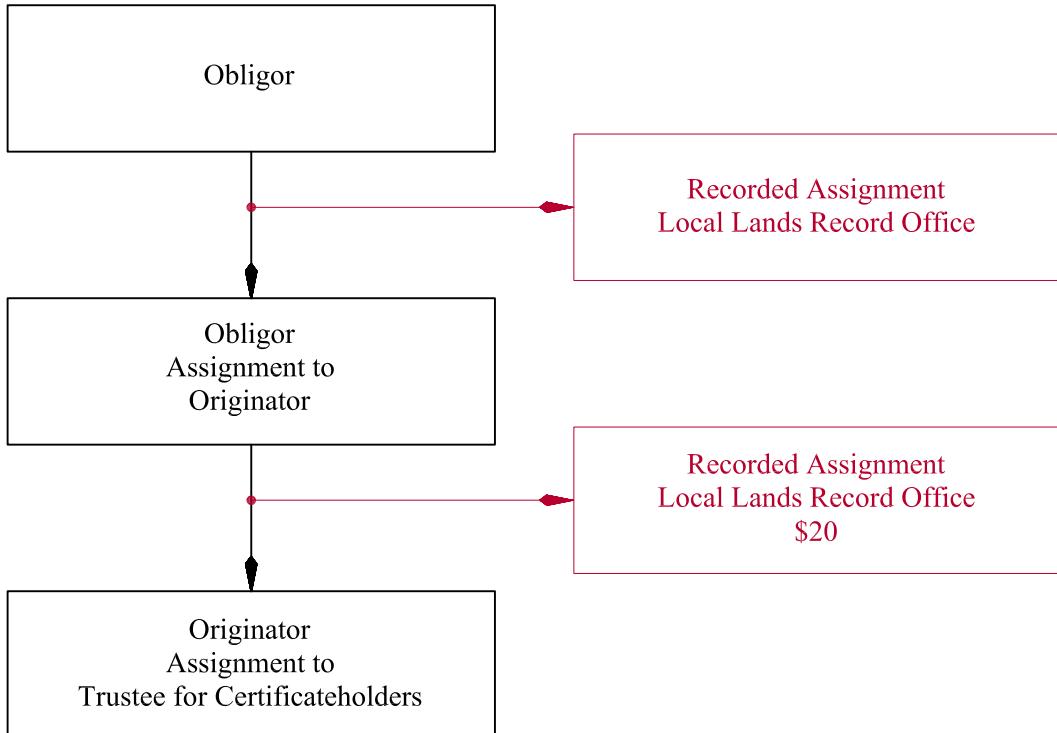
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Actual Assignments Justify Missing Assignments



**Securities Trust
Pooling and Servicing Agreement
Depositor
Master Servicer
and
Trustee**
**POOLING AND SERVICING AGREEMENT
ASSET-BACKED PASS-THROUGH CERTIFICATES**

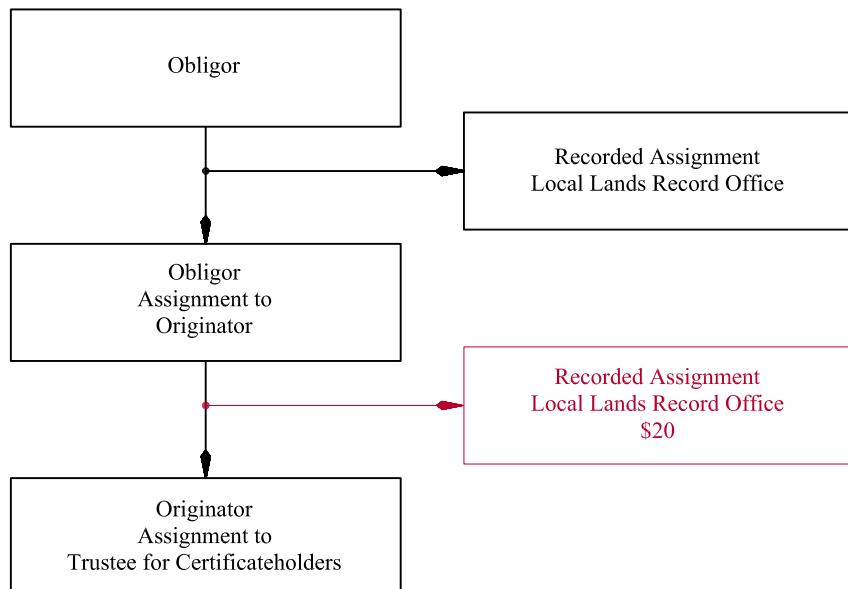
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Actual Assignment to REMIC Non Compliance with Pooling and Servicing Agreement



Securities Trust

Pooling and Servicing Agreement

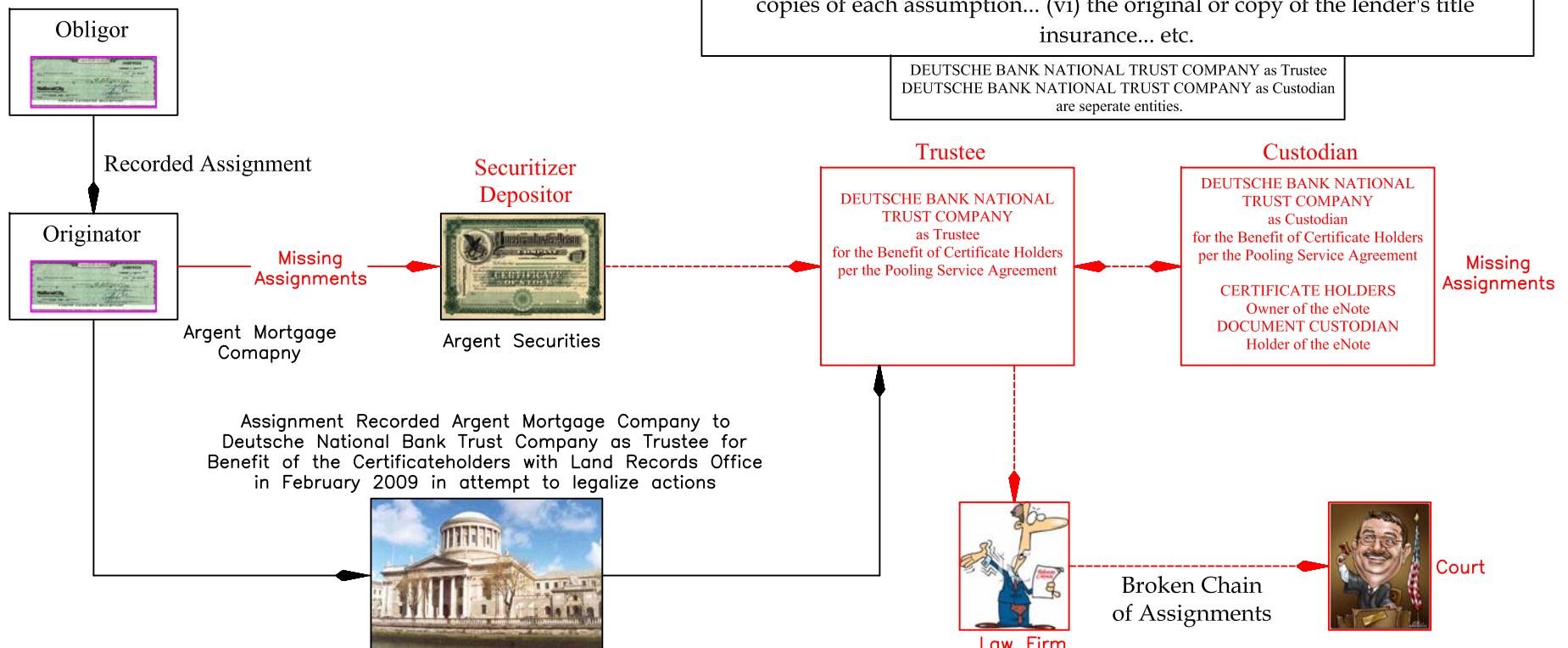
SECTION 2.06

Issuance of the REMIC I Regular Interests and the Class R-I Interest

The Trustee acknowledges the assignment to it of the Mortgage Loans and the delivery to it of the Mortgage Files, subject to the provisions of Section 2.01 and Section 2.02, together with the assignment to it of all other assets included in REMIC I, the receipt of which is hereby acknowledged.

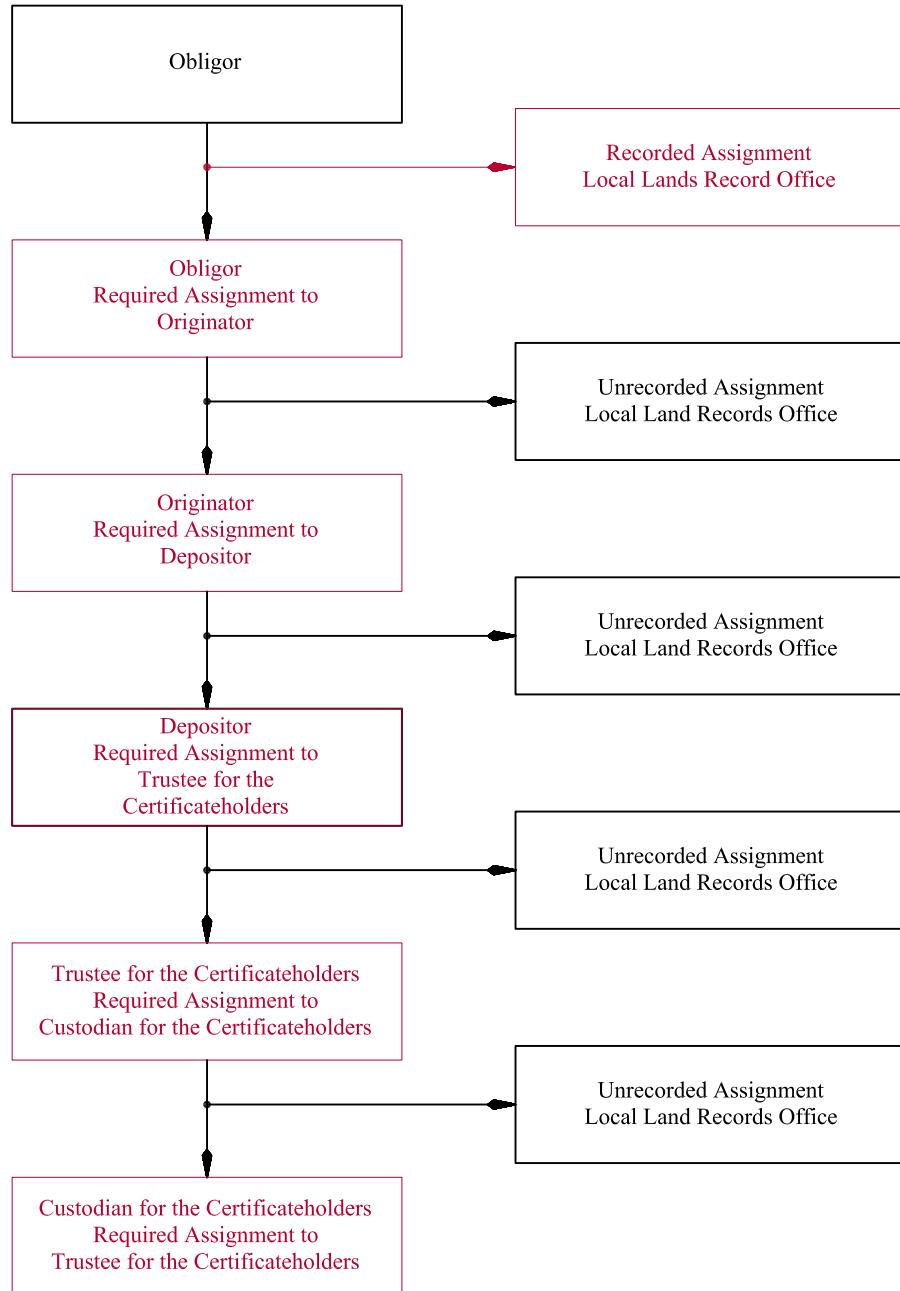
**Argent
Securities Inc**
2006-W4
**Asset-Backed
Pass-Through
Certificates**
Series 2006-W4

Original Promissory Note Assignments



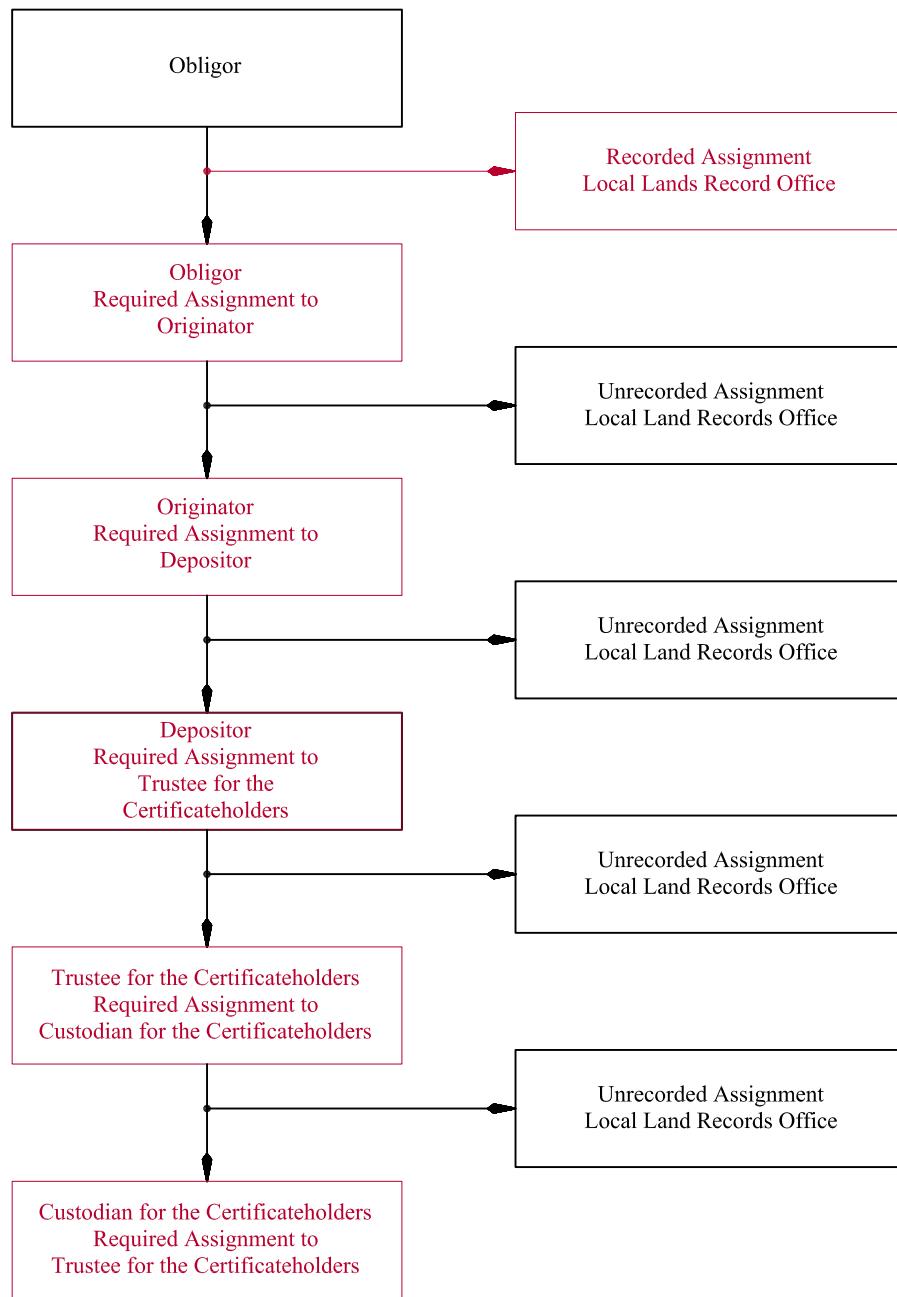
Required Assignments

Texas Property Code

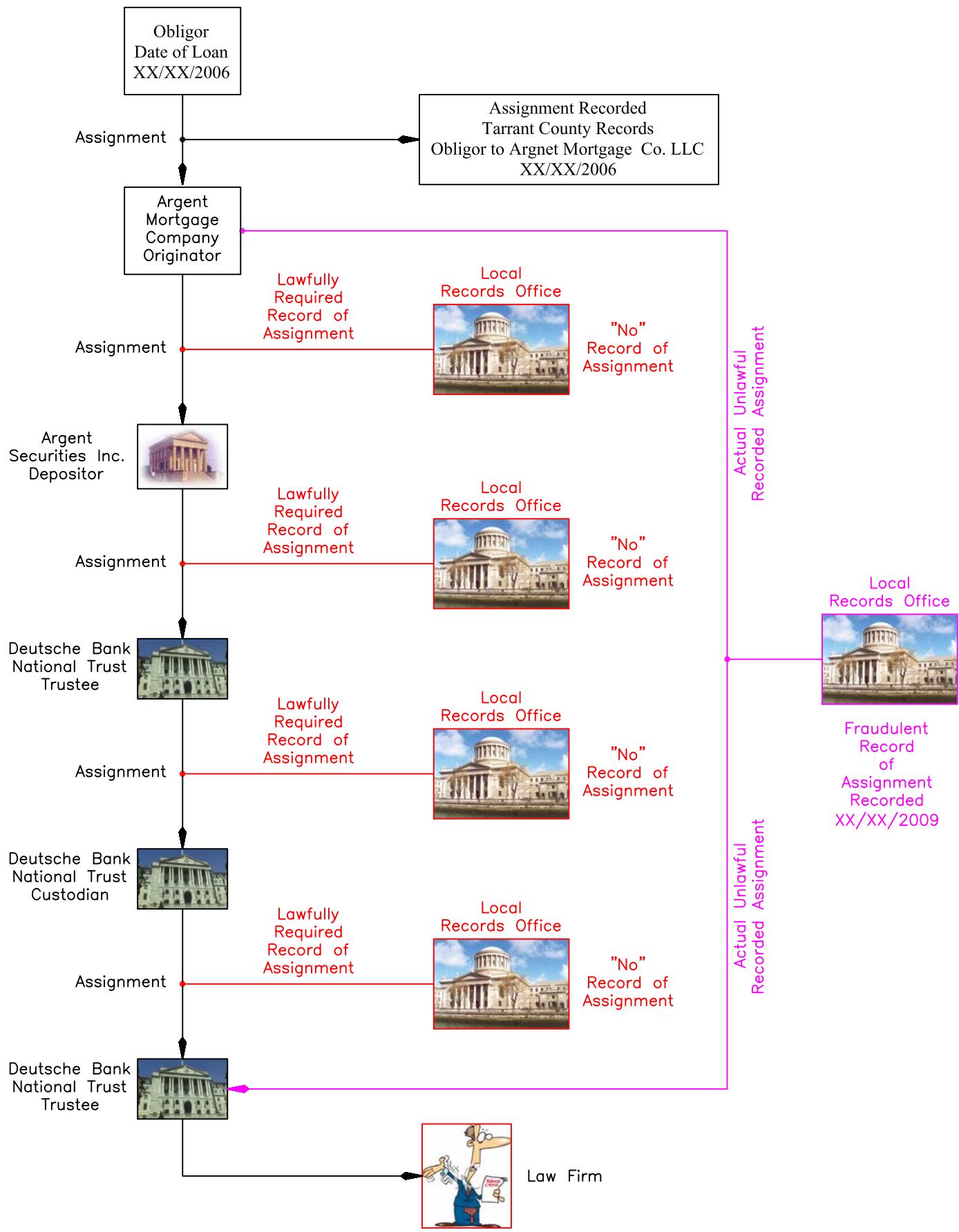


Required Assignment to REMIC per Pooling and Servicing Agreement

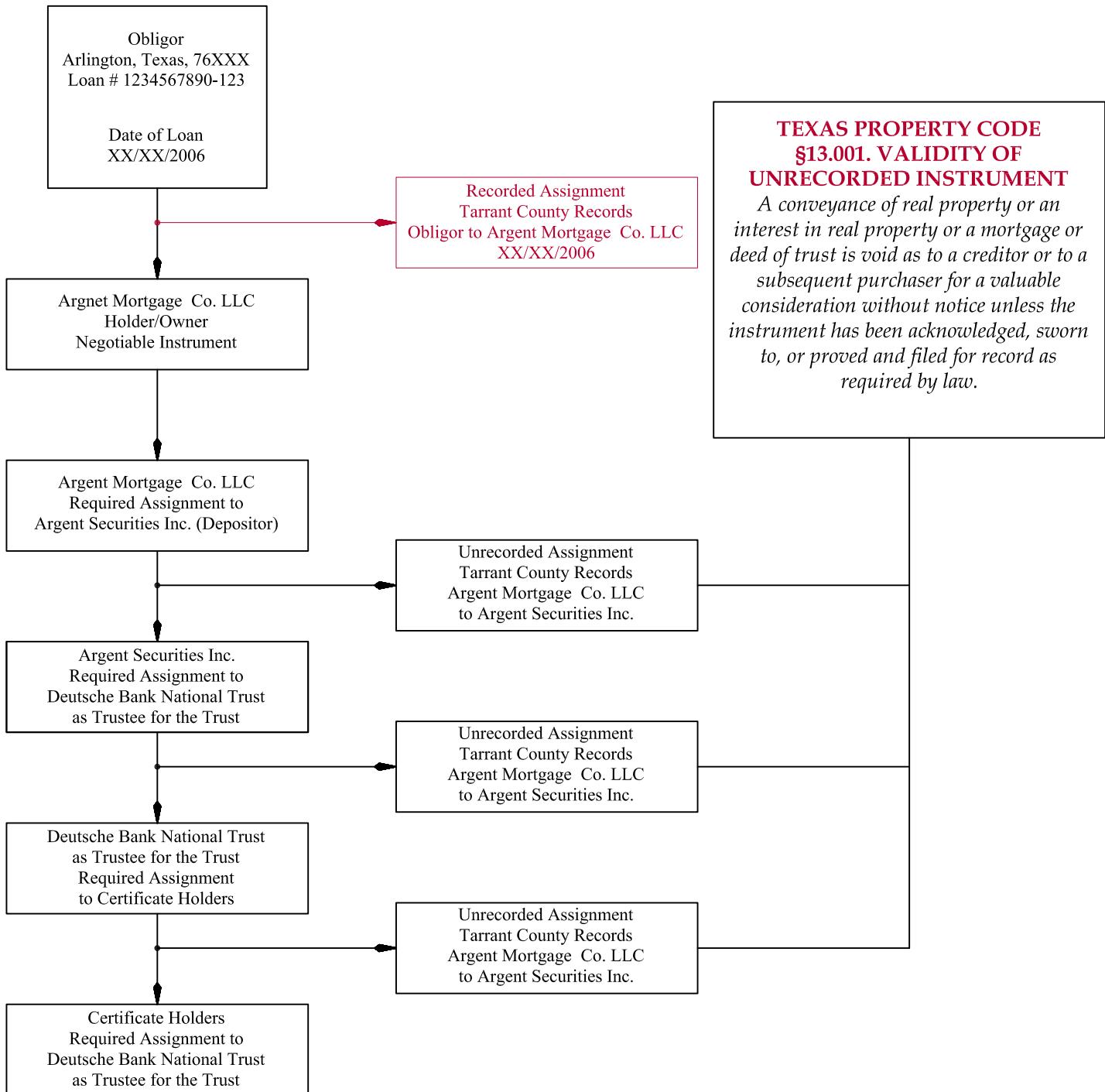
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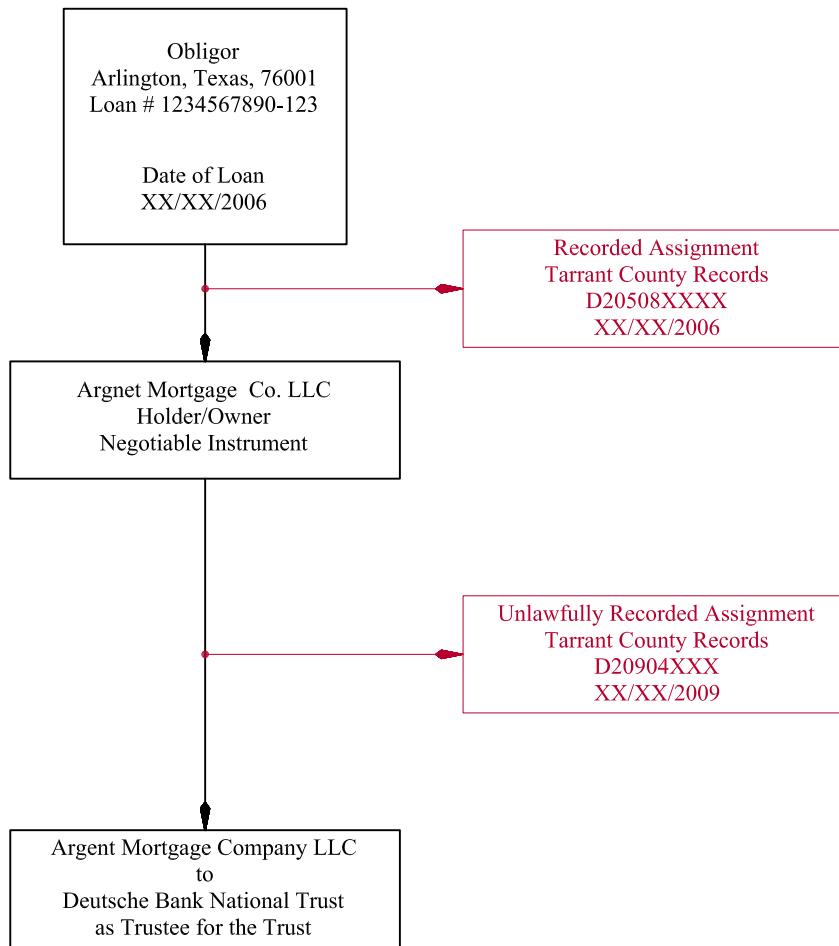
Assignments of Negotiable Instrument Argent Securities Inc Asset-Backed Pass-Through Certificates Series 2006-W4



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



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



TEXAS PROPERTY CODE §11.001. PLACE OF RECORDING	TEXAS PROPERTY CODE §12.001. INSTRUMENTS CONCERNING PROPERTY	TEXAS PROPERTY CODE §13.001. VALIDITY OF UNRECORDED INSTRUMENT
<p>(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>(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.</p>	<p>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>

Argent Securities Trust 2006-W4
Prospectus · Rule 424(b)(5)

The depositor will promptly cause the assignment of each related mortgage loan to be recorded in the appropriate public office for real property records, except for Mortgages held under the MERS(R) System and except in the State of California or in other states where, in the opinion of counsel acceptable to the trustee, recording of the assignment is not required to protect the trustee's interest in the mortgage loan against the claim of any subsequent transferee or any successor to or creditor of the depositor, the master servicer, the relevant mortgage loan seller or any other prior holder of the mortgage loan. If the depositor uses the MERS(R) System, it will deliver evidence that the Mortgage is held for the trustee through the MERS(R) System instead of an assignment of the Mortgage in recordable form.

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

This Pooling and Servicing Agreement, is dated and effective as of April 1, 2006,

among

ARGENT SECURITIES INC.,

as Depositor,

AMERIQUEST MORTGAGE COMPANY,

as Master Servicer,

and

DEUTSCHE BANK NATIONAL TRUST COMPANY,

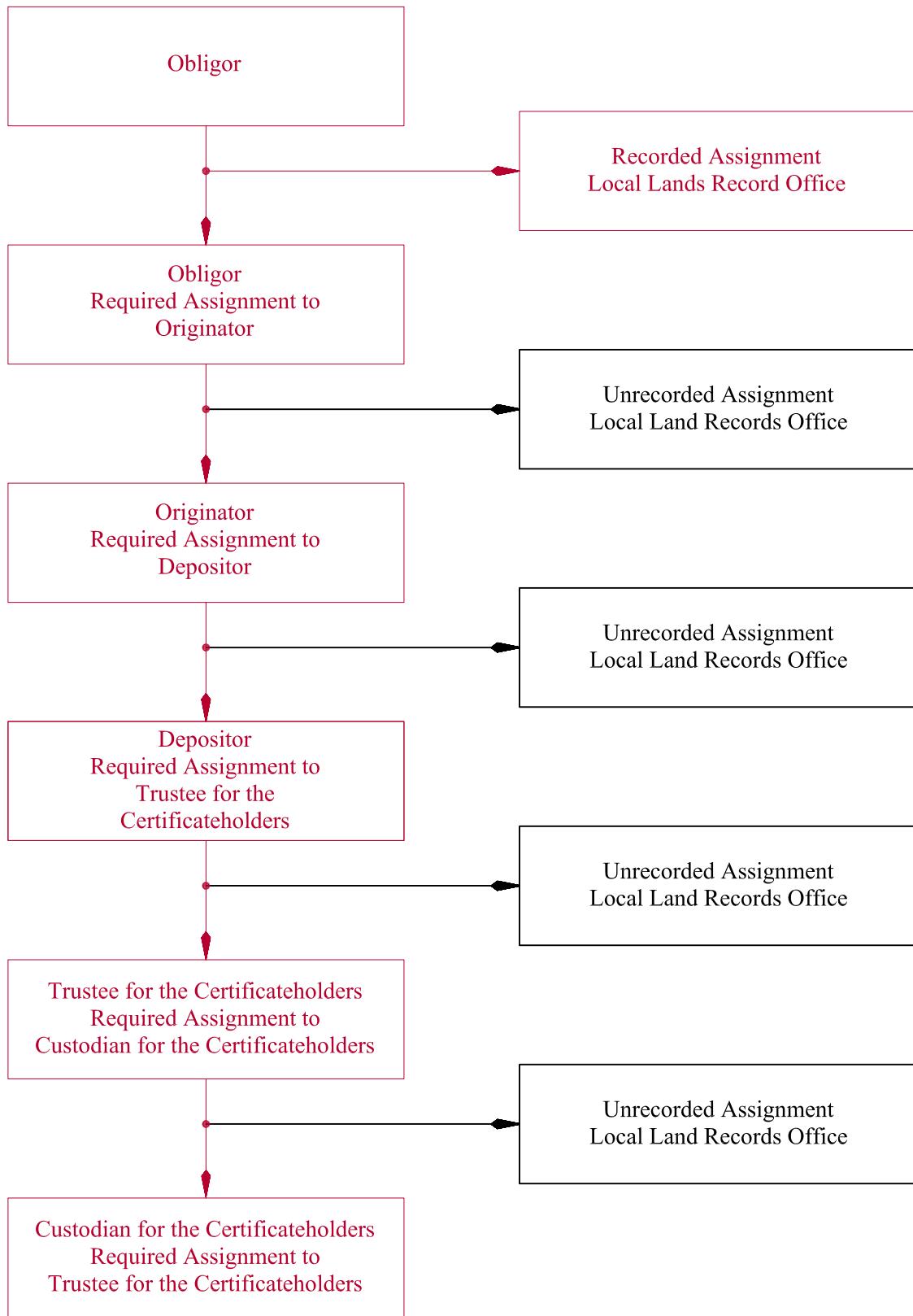
as Trustee.

TEXAS PROPERTY CODE §11.001. PLACE OF RECORDING	TEXAS PROPERTY CODE §12.001. INSTRUMENTS CONCERNING PROPERTY	TEXAS PROPERTY CODE §13.001. VALIDITY OF UNRECORDED INSTRUMENT
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Argent Securities Trust 2006-W4
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Required Assignments TEXAS PROPERTY CODE

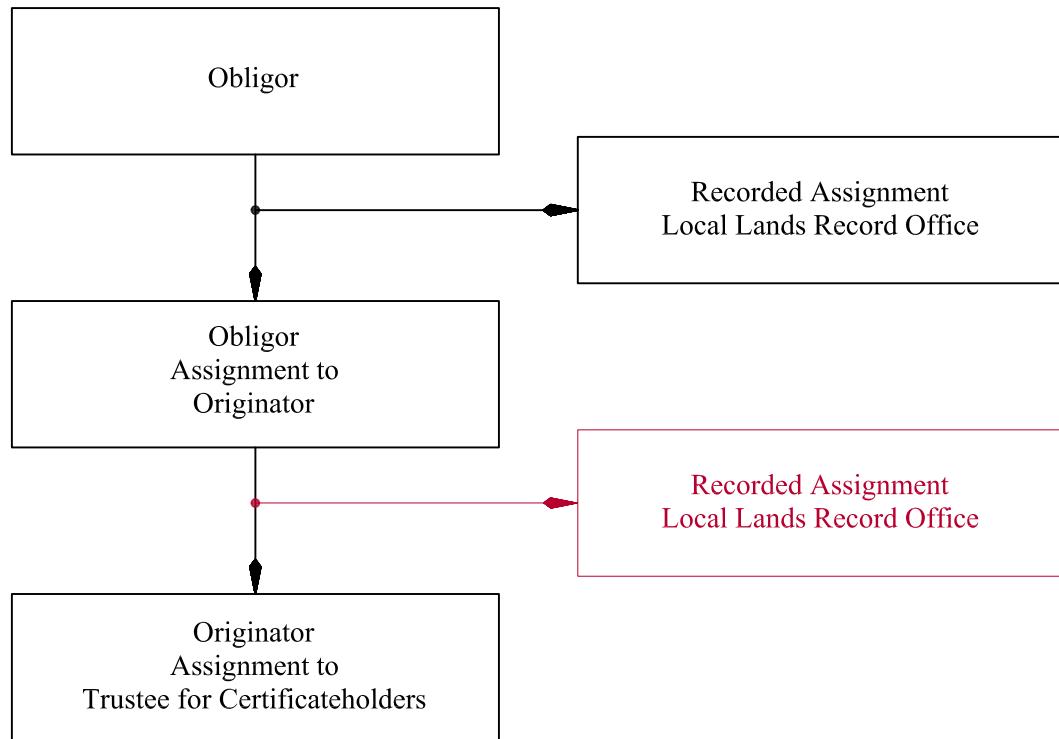


TITLE 3 PUBLIC RECORDS CHAPTER 12 RECORDING OF INSTRUMENTS

Sec. 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.
- (b) An instrument conveying real property may not be recorded unless it is signed and acknowledged or sworn to by the grantor in the presence of two or more credible subscribing witnesses or acknowledged or sworn to before and certified by an officer authorized to take acknowledgements or oaths, as applicable.

Actual Assignments
VIOLATION
TEXAS PROPERTY CODE
Pooling and Servicing Agreement

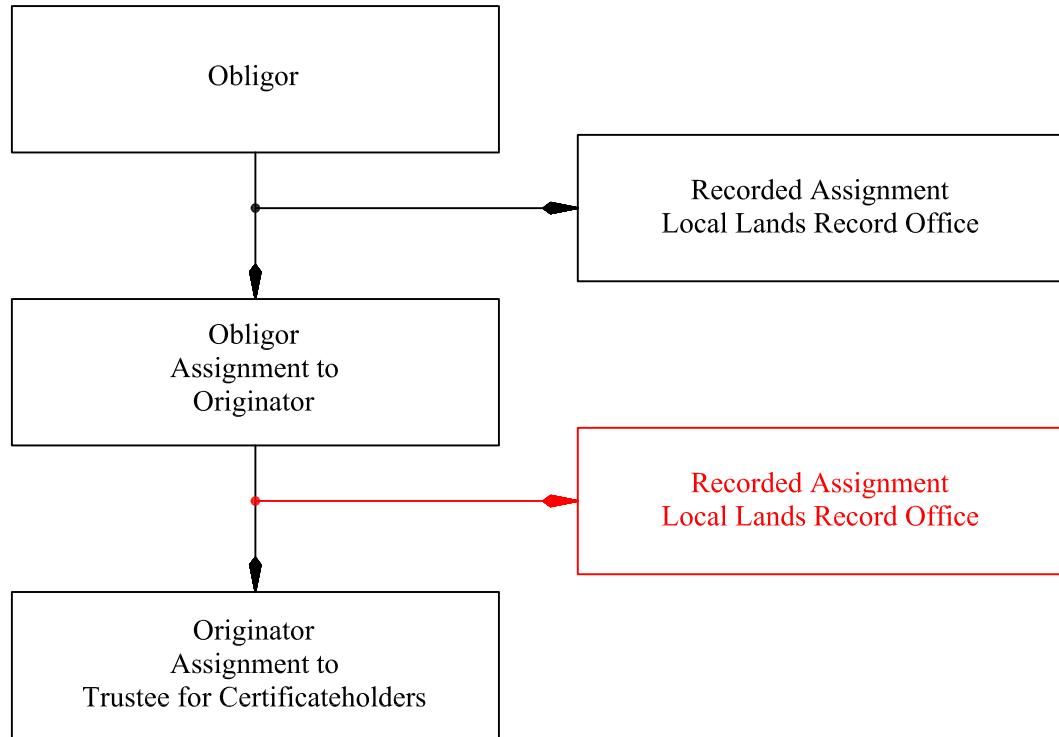


TITLE 3 PUBLIC RECORDS CHAPTER 12
RECORDING OF INSTRUMENTS

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Actual Assignments VIOLATION TEXAS PROPERTY CODE



TEXAS PROPERTY CODE

TITLE 3 PUBLIC RECORDS CHAPTER 11 PROVISIONS GENERALLY APPLICABLE TO PUBLIC RECORDS

Sec. 11.001. PLACE OF RECORDING.

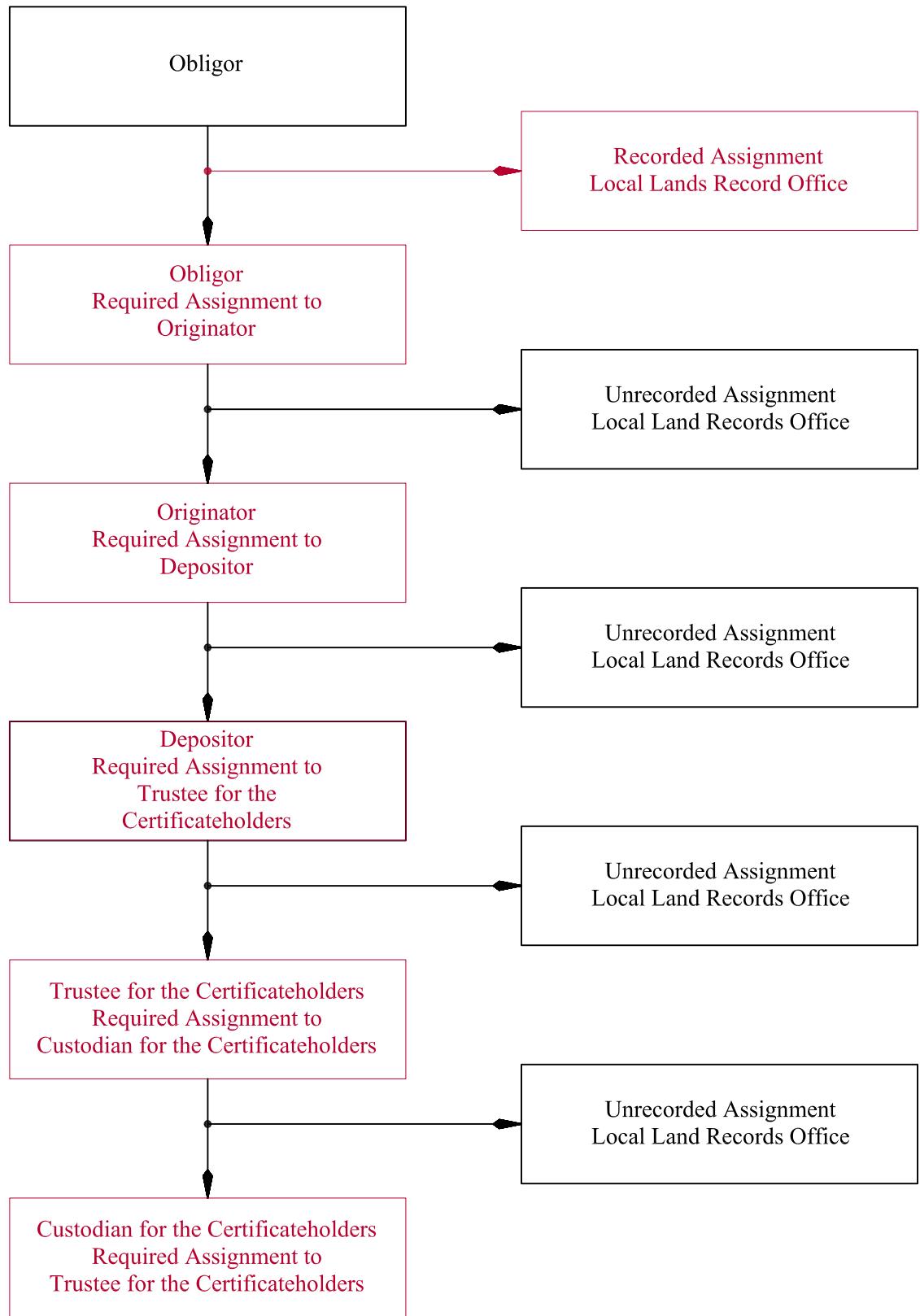
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TITLE 3 PUBLIC RECORDS CHAPTER 12 RECORDING OF INSTRUMENTS

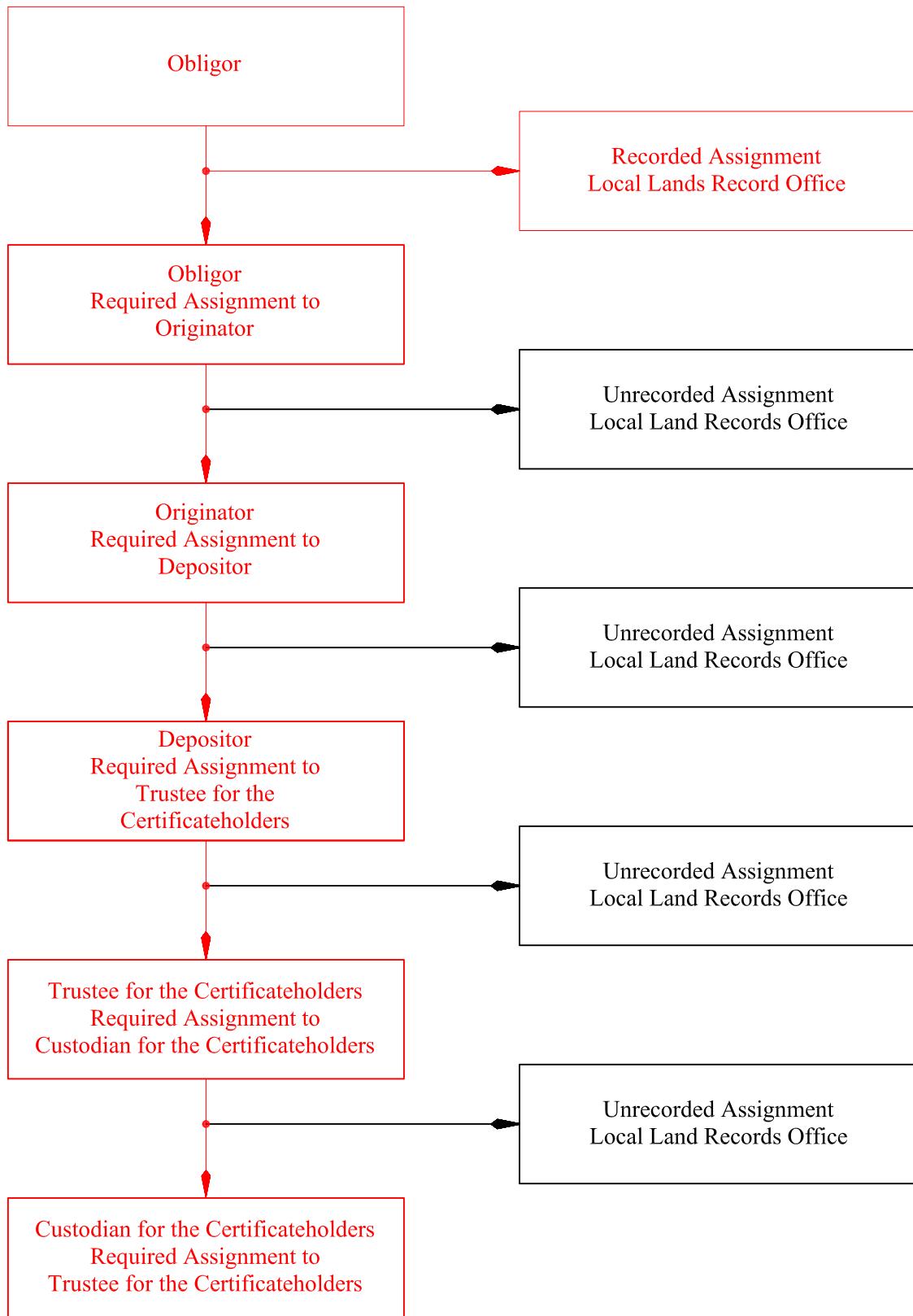
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Required Assignments Per Pooling and Servicing Agreement



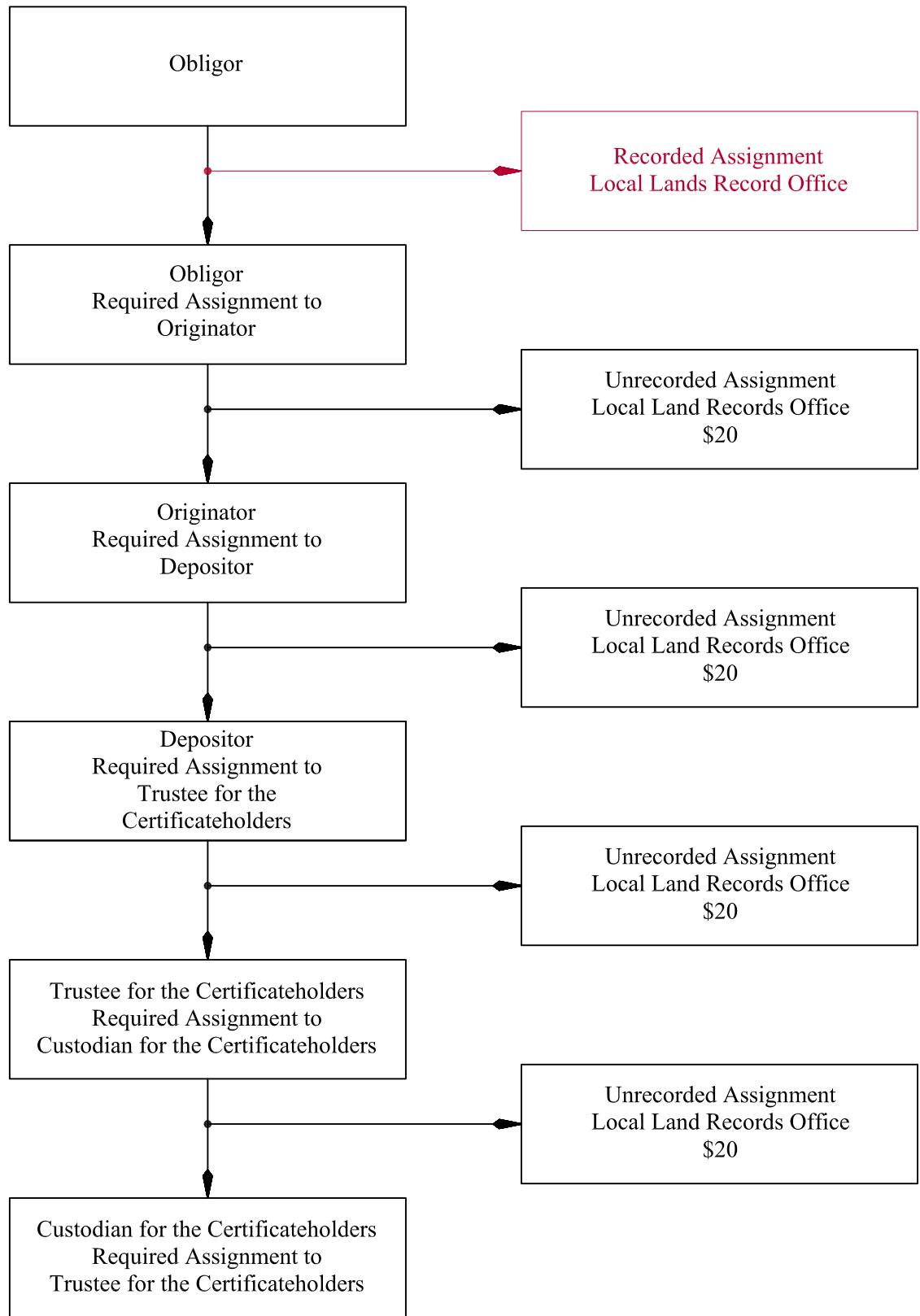
Required Assignments TEXAS PROPERTY CODE



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Required Assignments Per Pooling and Servicing Agreement



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.

§11.004. DUTY OF RECORDER. (a) A county clerk shall:(1) 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;

§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.

TEXAS BUSINESS AND COMMERCE CODE (UCC)

§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. § negotiation requires transfer of possession of the instrument and its indorsement by the holder.

§3.203. TRANSFER OF INSTRUMENT; RIGHTS ACQUIRED BY TRANSFER. right to enforce the instrument. § 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. § but negotiation of the instrument does not occur until the indorsement is made, § less than the entire instrument, negotiation of the instrument does not occur. The transferee obtains no rights under this chapter.

§3.204. INDORSEMENT. "Indorsement" means a signature, that alone or accompanied by other words is made on an instrument for the purpose of negotiating the instrument

§3.301. PERSON ENTITLED TO ENFORCE INSTRUMENT

§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

§3.305. DEFENSES AND CLAIMS IN RECOUPMENT. Except as otherwise provided in this section, the right to enforce the obligation of a party to pay an instrument is subject to the following, a defense of the obligor stated in another section of this chapter

§3.308. PROOF OF SIGNATURES AND STATUS AS HOLDER IN DUE COURSE. 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. If the validity of a signature is denied in the pleadings, the burden of establishing validity is on the person claiming validity

§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.

§3.401. SIGNATURE. A person is not liable on an instrument unless the person signed the instrument

§3.415. OBLIGATION OF INDORSER. If an instrument is dishonored, an indorser is obliged to pay the amount due on the instrument according to the terms of the instrument at the time it was indorsed. If an indorsement states that it is made "without recourse" the indorser is not liable to pay the instrument.

§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; the instrument has not been altered;

§3.601. DISCHARGE AND EFFECT OF DISCHARGE. The obligation of a party to pay the instrument is discharged as stated in this chapter or by an act or agreement with the party that would discharge an obligation to pay money under a simple contract.

§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, cancellation or striking out of the party's signature, or the addition of words to the instrument indicating discharge; or

Pooling and Servicing Agreement

Argent Securities Trust 2006-W4 i.e.

Prospectus

The depositor will promptly cause the assignment of each related mortgage loan to be recorded in the appropriate public office for real property records, except for Mortgages held under the MERS(R) System and except in the State of California or in other states where, in the opinion of counsel acceptable to the trustee, recording of the assignment is not required to protect the trustee's interest in the mortgage loan against the claim of any subsequent transferee or any successor to or creditor of the depositor, the master servicer, the relevant mortgage loan seller or any other prior holder of the mortgage loan. If the depositor uses the MERS(R) System, it will deliver evidence that the Mortgage is held for the trustee through the MERS(R) System instead of an assignment of the Mortgage in recordable form.

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

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

Promissory Notes

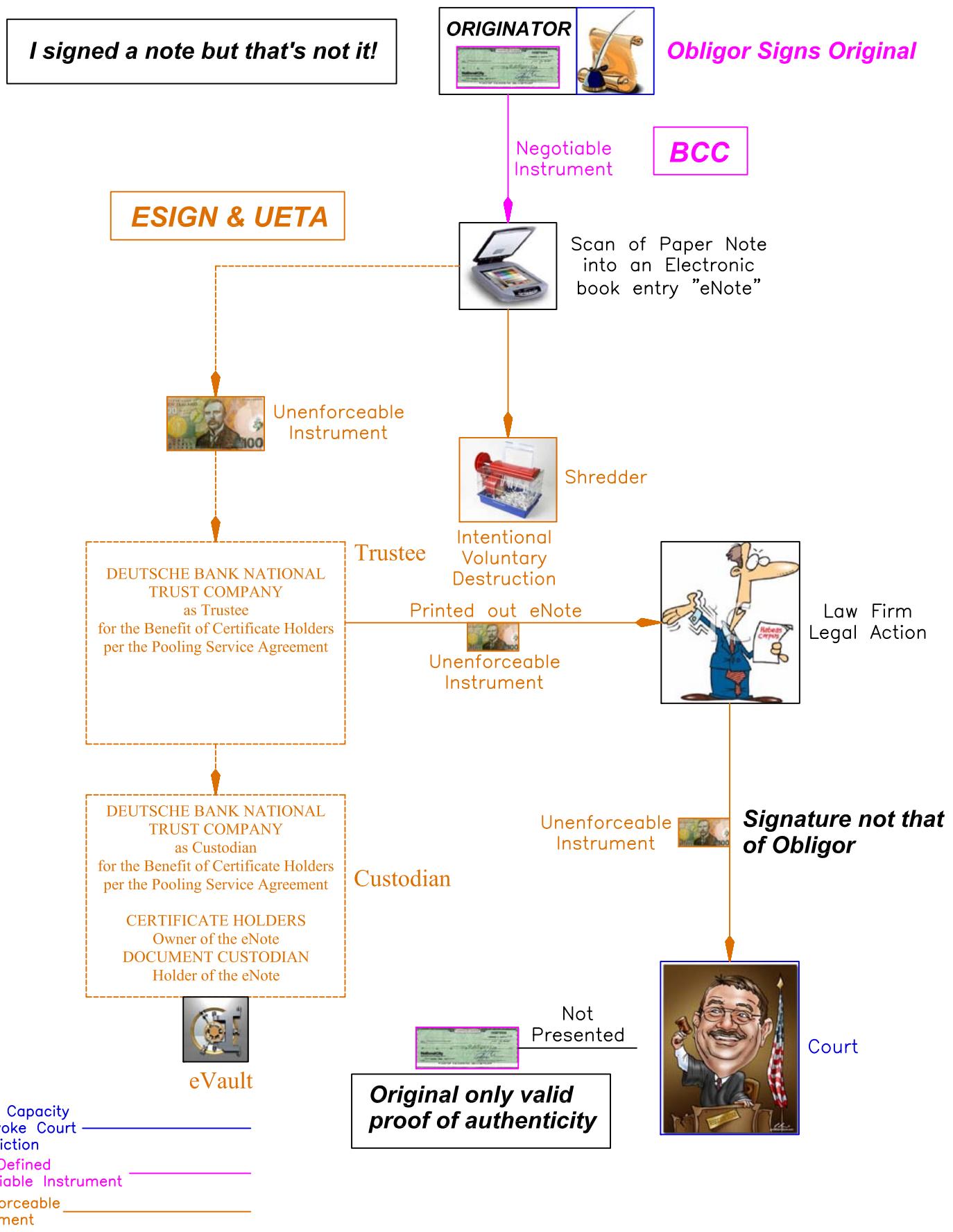
Negotiable Instruments

Uniform Commercial Code Texas Business & Commerce Code

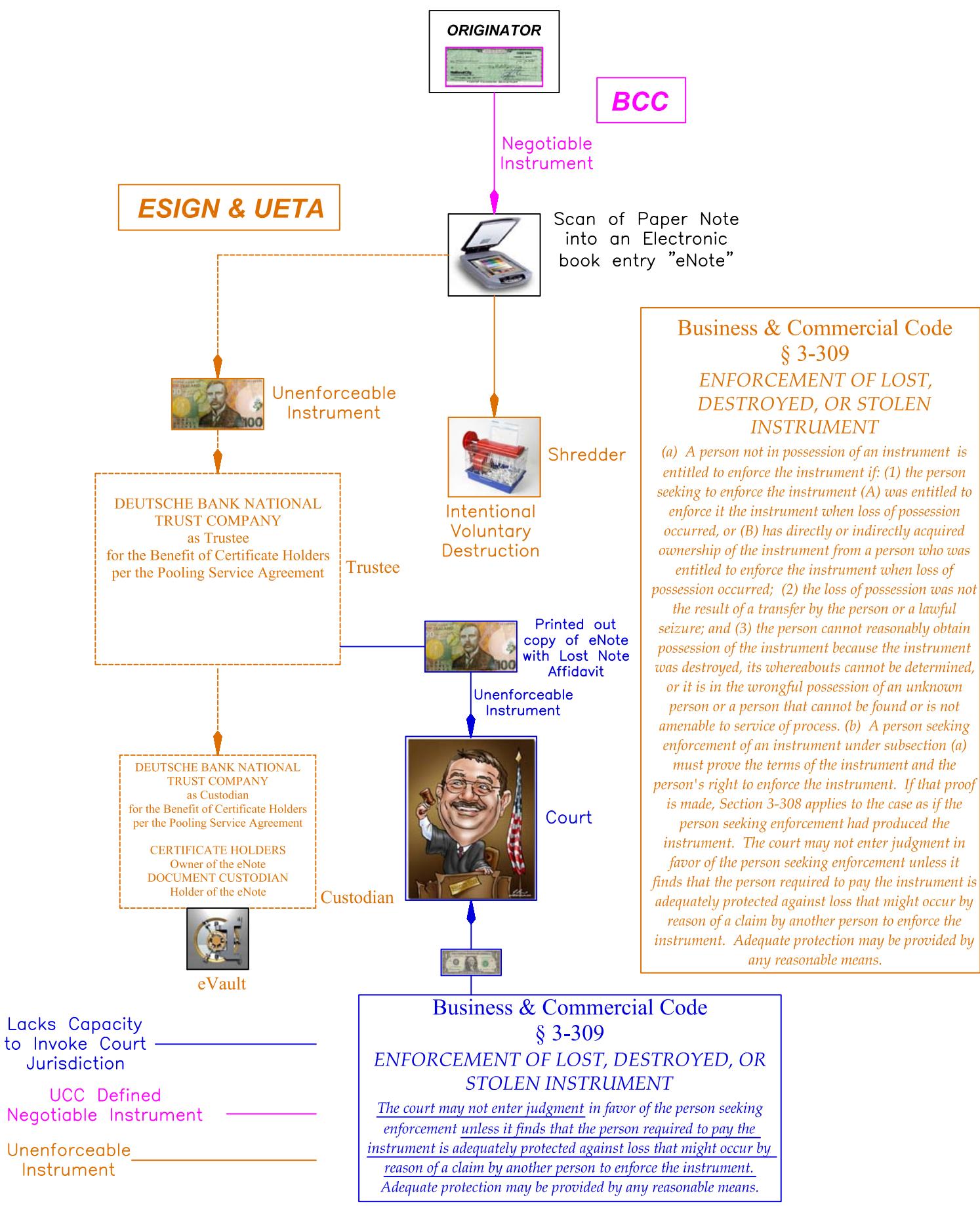
(Excerpts)

Part 2

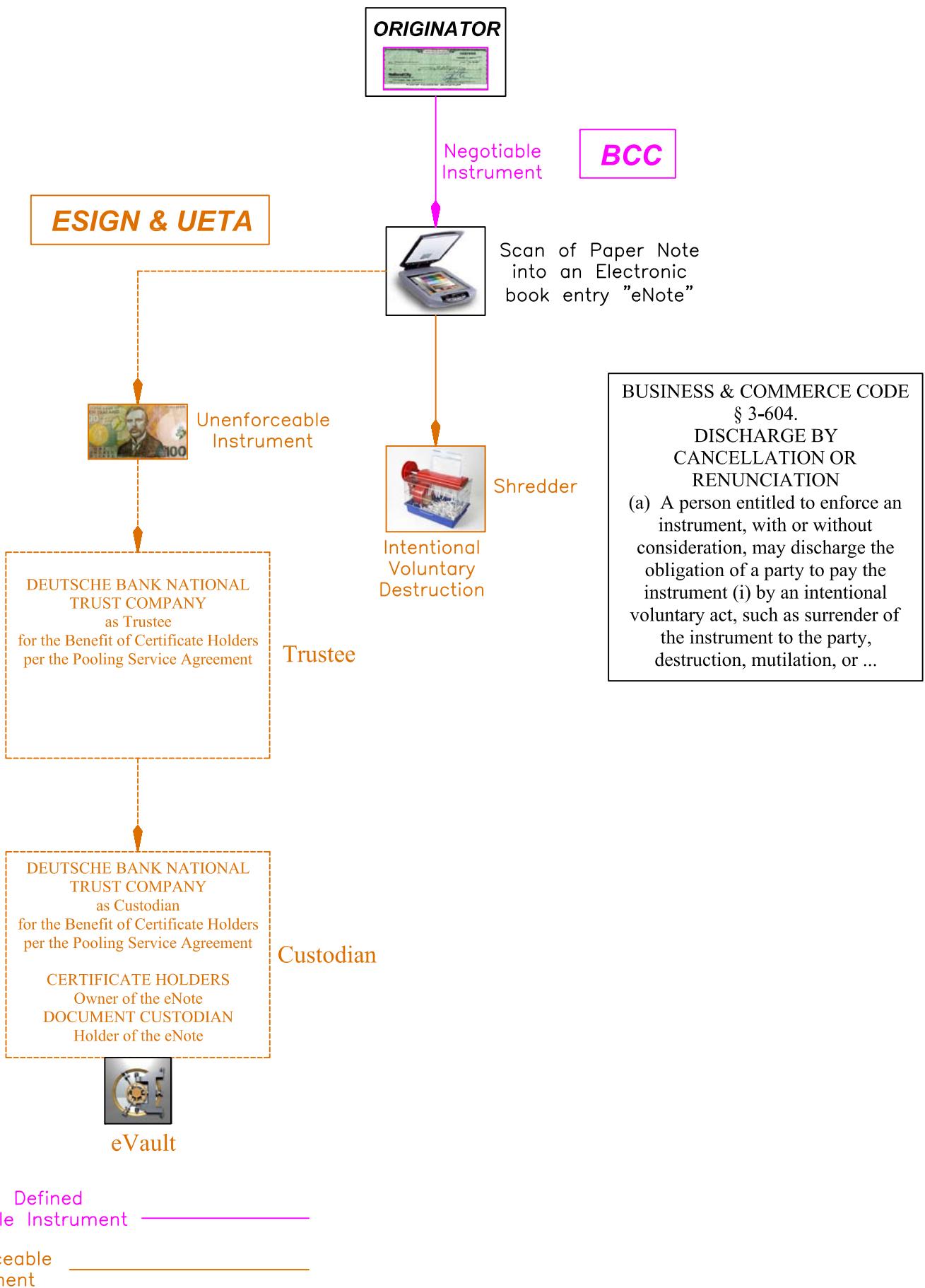
TEXAS BUSINESS & COMMERCE CODE
SIGNATURE
§ 3-401



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



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



UCC Defined
Negotiable Instrument

Why the Original can not be presented!

Unenforceable
Instrument



Unenforceable
Instrument
to Law Firm

Option 2



Vault



ORIGINATOR

Negotiable
Instrument

Argent Mortgage
Company Scans Paper
Note into an Electronic
book entry "eNote"



Unenforceable
Instrument



eNote



Deed of Trust
Assignment Recorded
Land Records Office



Deed of Trust

Argent Mortgage Company

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.



Unenforceable
Instrument



Printed out eNote

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.

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

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.

eNote



Printed out eNote

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.

Unenforceable
Instrument

Unenforceable
Instrument from
Vault



Law Firm

Printed out eNote
Unenforceable
Instrument



Court

Actual Introductory Statement to the Court

tell it like it is

i entered into an agreement in good faith and fully expected that the people i made that agreement with would do likewise.

the plaintiffs who brought me here today are not the same people that i made that agreement with and not only have they not acted in good faith concerning this matter, but they have deliberately and repeatedly acted in bad faith.

in order to save time, i will only briefly refer to my submitted response to notice of hearing and my exhibits and assume that everybody has read them.

in my pleadings i have made references to many violations of many different laws and rules by the plaintiffs that are important in order to understand the plaintiffs true character and standards.

now - i will try to explain it better, if you will allow me...

basically, these people have not just made a simple error, they have repeatedly conspired to commit fraud upon myself, tarrant county land records, this court and etc.

the texas constitution article 16 section 50 is the law that the plaintiffs are citing to bring me before you today.

the rules under this section along with the texas rules of civil procedure 735 and 736, are clearly defined.

in order to qualify for these special rules the plaintiffs as well as the defendant must meet the requirements defined within section 50 and rules 735 and 736.

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the plaintiffs cite specifically "applicant seeks a court order as required by tex. const. art. XVI § 50(a)(6)(D) ... to allow it to sell at public auction ...".

[[- "THE TEXAS CONSTITUTION ARTICLE 16." - "GENERAL PROVISIONS" - "Sec. 50. HOMESTEAD; PROTECTION FROM FORCED SALE; MORTGAGES, TRUST DEEDS, AND LIENS." -- "(a) The homestead of a family, or of a single adult person, shall be, and is hereby protected from forced sale, for the payment of all debts except for: (6) an extension of credit that: (D) is secured by a lien that may be foreclosed upon only by a court order; -]]

the first fatal flaw here is the fact that there is no valid security lien!

the second fatal flaw here is that the plaintiffs know it and decided to proceed anyway!

the plaintiffs in an attempt to deceive created a fraudulent notice of assignment and filed it with the tarrant county land records office.

this defective security lien was created by actors claiming to be representing an entity named in an invalid limited power of attorney also filed in the tarrant county land records office.

this invalid power of attorney was filed as assignment # D207376789 recorded in Tarrant County on October 22, 2007 (exhibit K).

the entity responsible for filing it is argent mortgage co. - they are the originator of the security instrument that was filed as the Deed of Trust in Tarrant County records office # D206085073 on March, 26, 2006.

the plaintiffs now claim that the promissory note is part of a trust known as "Argent securities Inc. 2006-W4. Asset-Backed Pass-Through Certificates, Series 2006-W4".

this trust's pooling and servicing agreement clearly defines its official "cut off date" as to being April 1, 2006.

on or about April 1, 2006, argent mortgage co. gave up any and all rights, (owner - holder - holder in due course), to the alleged debt obligation in question in order to create this trust.

Argent securities Inc. 2006-W4. Asset-Backed Pass-Through Certificates, Series 2006-W4 then failed to go down to the tarrant county land records office to file that transfer.

that "error" broke the chain of assignments.

no more security and we now have separation of the note from the mortgage, violation of the pooling and servicing agreement, violation of federal and local laws etc.

argent mortgage co. had no rights at all when the limited power of attorney # D207376789 was filed on October 22, 2007, one and a half years after the creation of the trust.

which came first, the chicken or the egg?

this limited power of attorney fails to transfer power to anybody, whether they are truly a vice president or not, and the notice of assignment #D209045468 recorded in Tarrant County on February 19, 2009 from Argent Mortgage to Deutsche Bank National Trust Company as Trustee for Argent securities Inc. Asset-Backed Pass-Through Certificates, Series 2006-W4 (exhibit O) uses that fraudulent limited power of attorney along with new fraudulent actors in an attempt to deceive first by filing those creative inventions in the land records office and then by hiding them from this court as the plaintiffs knew all along that they were fakes and not mistakes.

this notice of assignment was filed two years and ten months, almost three years after argent mortgage co. severed their connection to the alleged debt in question by creating and selling that trust.

my investment in a title search (exhibit C) shows that no where are there any other notice of assignments from or to any one that would have an interest in this complicated scheme.

if the trust exists and the alleged debt obligation is being held by Deutsche Bank National Trust Company as Trustee in trust for the benefit of the Certificateholders for Argent securities Inc. 2006-W4. Asset-Backed Pass-Through Certificates, Series 2006-W4 as claimed, then there should be a paper trail of appropriately filed notice of assignments.

the plaintiffs simply have no standing.

they tried to defraud me directly and are now trying to fraudulently manipulate the power of this honorable court.

because there are two indisputable frauds already filed in the land records office, and deliberately being hidden from the court by the plaintiffs, any thing else presented to this court by the plaintiffs should be automatically considered "just another fraud" and automatically ruled as inadmissible.

the documents that the plaintiffs have introduced to this court are lacking key elements that would prove their authenticity anyway.

such as their submitted representations of the deed of trust, and the promissory note, obviously reduced down from their original 14 inch size along with redacted loan numbers.

the only document that they have entered into evidence with a sworn affidavit, known as "Business Record Affidavit" stating that the attached records "are the original or an exact copy of the original" is really nothing more than a manipulated computer printout of data from two separate business entities alleging a payment history.

if this were original, or even a copy of original, there would be two separate documents, one from each entity, and a document or two explaining their relationship toward one another.

proper identification of the parties involved would be a priority issue and things like ambiguity in an entities name would be eliminated by not using an acronym instead of a full and proper company name, the loan number would not be redacted, the social security number would

not be redacted and the invoice number would not be redacted.

the plaintiffs have created a new loan number, and use it when referring to the alleged debt obligation.

their purpose for redacting the numbers on their submitted documents is to confuse and hide the facts concerning this alleged debt obligation.

except for my name appearing in the middle of this stuff, there is absolutely no way to verify any of it!

more important is the sworn affidavit that accompanies the business record, paragraph 4.

"These records are kept by American Home Mortgage Servicing Inc. in the regular course of business, and it was the regular course of business of American Home Mortgage Servicing Inc. for an employee or representative of American Home Mortgage Servicing Inc., with knowledge of the act, event, condition, opinion, or diagnosis that was recorded, to make this record or to transmit the information to be included in this record. The record was made at or near the time or reasonably after the act, event, condition, opinion, or diagnosis that was recorded. The records attached to this affidavit are the original or exact duplicates of the original."

the time period referred to is important to note as the data in these records have dates that go back a full two years before American Home Mortgage Servicing Inc. existed.

According to American Home Mortgage Servicing Inc. internet web site (www.ahmsi3.com/), American Home Mortgage Servicing Inc. was Established in April 2008.

this business record affidavit is a "make it up as we go" creation of american home mortgage servicing inc., and american home mortgage servicing inc. does not have owner, holder or holder in due course rights.

they have created a new loan number in an attempt to confuse and hide

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facts concerning the alleged debt obligation.

they have not brought the originals as required by law and regulations.

they have ignored my repeated requests to view the original note.

texas civil rules of procedure

RULE 45 DEFINITION AND SYSTEM-----

When a copy of the signed original is tendered for filing, the party or his attorney filing such copy is required to maintain the signed original for inspection by the court or any party incident to the suit, should a question be raised as to its authenticity.

and i think i'm raising a question here as to the authenticity of everything they've got.

texas civil rules of procedure

RULE 45 DEFINITION AND SYSTEM-----

All pleadings shall be construed so as to do substantial justice.

where's the justice in this?

texas civil rules of procedure

RULE 76. MAY INSPECT PAPERS-----

Each attorney at law practicing in any court shall be allowed at all reasonable times to inspect the papers and records relating to any suit or other matter in which he may be interested.

how more reasonable a time than right now?

The Texas Business and Commerce Code Sec. 3.501 (b) (2) (A) and (B) "Presentment" requires exhibition of the instrument for the purpose of enforcement ... or produce the note.

but wait, they don't have standing anyway!

the texas constitution article 16 section 50 is the law that the plaintiffs are citing to bring me before you today.

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the plaintiffs cite specifically "applicant seeks a court order as required by tex. const. art. XVI § 50(a)(6)(D) ... to allow it to sell at public auction ...".

[[- "THE TEXAS CONSTITUTION ARTICLE 16." - "GENERAL PROVISIONS" - "Sec. 50. HOMESTEAD; PROTECTION FROM FORCED SALE; MORTGAGES, TRUST DEEDS, AND LIENS." -- "(a) The homestead of a family, or of a single adult person, shall be, and is hereby protected from forced sale, for the payment of all debts except for: (6) an extension of credit that: (D) is secured by a lien that may be foreclosed upon only by a court order; -]]

so it is important now to point out that section 50 defines in detail the importance of following the rules being used here and describes several types of defects that might appear in the process of attempting enforcement of security liens and how to go about curing defects.

now i am going to jump down from sub paragraph "(D)" to sub paragraph "(Q) is made on the condition that:"

and then just a little further to sub paragraph "(x)" the forfeiture clause.

there is a severe penalty for the lender's failure to comply, - "the lender or any holder of the note for the extension of credit shall forfeit all principal and interest of the extension of credit".

the examples of defects described in section 50 are relatively little errors or cheats like accounting and or over billing.

the constitution does not say anything about fraud like what is being presented here, but does give the lender a "do over" loop hole of sorts, kind of if all else fails, and admittedly interpretation and an objective point of view play an important part in understanding the true meaning, but i believe it is intended to cover any possible other type of defect including fraud.

**sub paragraph
(Q) is made on the condition that:**

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sub paragraph

(x) except as provided by Subparagraph (xi) of this paragraph, the lender or any holder of the note for the extension of credit shall forfeit all principal and interest of the extension of credit if the lender or holder fails to comply with the lender's or holder's obligations under the extension of credit and fails to correct the failure to comply not later than the 60th day after the date the lender or holder is notified by the borrower of the lender's failure to comply by:

sub paragraph

(f) if the failure to comply cannot be cured under Subparagraphs (x)(a)-(e) of this paragraph, curing the failure to comply by a refund or credit to the owner of \$1,000 and offering the owner the right to refinance the extension of credit with the lender or holder for the remaining term of the loan at no cost to the owner on the same terms, including interest, as the original extension of credit with any modifications necessary to comply with this section or on terms on which the owner and the lender or holder otherwise agree that comply with this section; and

(xi) the lender or any holder of the note for the extension of credit shall forfeit all principal and interest of the extension of credit if the extension of credit is made by a person other than a person described under Paragraph (P) of this subdivision or if the lien was not created under a written agreement with the consent of each owner and each owner's spouse, unless each owner and each owner's spouse who did not initially consent subsequently consents;

regardless of whether the fraud in this case can or cannot be cured, the plaintiffs have received their "failure to comply letter" (exhibit Q) and it has been more than 60 days!

Application For Order For Foreclosure ... DENIED