

Deed of Deceit

(Deed of Trust – Security Instrument)

The Language

Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS

(A) “Security Instrument” means this document,... (Deed of Trust)

(C) “Lender” is _____...

(E) “MERS” is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender’s successors and assigns. MERS is the beneficiary under this Security Instrument...

1. MERS acting solely as nominee, so what, who cares?
2. MERS is the “Beneficiary”. If MERS is the named beneficiary on the security instrument and not the named lender on the note, the note and security instrument have been bifurcated as only the lender could be the beneficiary named on the security instrument and filed with public records to create a “Perfected” lien.
3. Failure to properly perfect the lien has rendered the “Secured” indebtedness to an “Unsecured” indebtedness at the instant the loan was conceived.

(F) “Note” means the promissory note signed by Borrower... (Payable to Lender)

(H) “Loan” means the debt evidenced by the Note...

(J) “Applicable Law” means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders... (Local Statutes – Public Records)

(O) “Mortgage Insurance” means insurance protecting Lender... (Addressed Later)

(R) “Successor in Interest of Borrower” means any party that has taken title to the Property, whether or not that party assumed Borrower’s obligation under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender’s successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender...

Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale,...

Borrower understands and agrees that MERS holds only legal title to the interests granted by the Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument...

1. MERS (solely as nominee), again, so what, who cares?
2. This Security Instrument secures to Lender, correct party to be the Beneficiary but not named as the Beneficiary.
3. "successors and assigns of MERS", MERS lacks the authority to assign the Security Instrument by:
 - A. MERS is not the correct Beneficiary and is without the authority.
 - B. The Security Instrument has become a nullity due to Bifurcation.
4. Borrower understands and agrees that MERS holds only legal title, nope.
 - A. Only the Trustee can hold legal title.

Uniform Covenants

(10) Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, borrower shall pay the premiums required to maintain the Mortgage Insurance in effect....

Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve...

1. Non-refundable loss reserve: One has to inquire if the loss reserve funds was paying the premiums on the Credit Default Swaps.
2. The Mortgage Insurance Carrier should be identified as the Carrier has guidelines to deal with defaulting loans which may not be in the best interests of the Banks.

Bottom Line

Since the Security Instrument is a nullity and the Power of Sale clause is out of reach then the Mortgage Insurance collection clause is also out of reach.