

## Know Thyself

How “difficult” is difficult?

They say “difficult” is needing much effort or skill to accomplish, deal with, or understand, or “difficult” is characterized by or causing hardships or problems, or “difficult” is (of a person) not easy to please or satisfy. Nonetheless, “difficult” pertains to the utilization of our mind. Only in our mind can we accomplish “difficulties”. If we shrug our shoulders at “difficult”, we can see how difficult we make our world, and our mind. Think not? Let’s take a simple demonstration and see how difficult it can be? Try this; close your eyes, let your mind be calm for a moment. Simple right? Can you do this simple task? Maybe you can or maybe you believe your mind was calm and suffice for that. We are our own worst enemy, there is no other. Now, let’s try another demonstration? This time, close your eyes, calm your mind. Once you’ve accomplished that, now in silence count from one to ten (1-10). Simple? Of course this would be pretty simple, right? Let’s see how difficult you can make yourself? As before, close your eyes, calm your mind, and silently count from one to ten continuously without thinking of anything else. If you think of something else, start the process of silently counting again. Continue until you have succeeded counting from one to ten without any interruptions for two minutes. Was it difficult?

Ponder this, if you were true to yourself, you may have realized the previous demonstration was a bit more difficult than you thought? It is ok. Man has his own enemy within him. It is not until we find the enemy within will we know where the enemy is. We only think the enemy is outside of us, and we kill others, physically, or mentally, whom we believe to be the enemy to falsely protect ourselves.

### The Reason

The reason for this inspiration is because I believe we, you and me have overlooked an important part of this mess as a whole. **Rights.** Our forefathers laid it out a long time ago, in a supreme law called the Constitution. Nonetheless, as time passes certain *classes* of persons seemingly hold rights greater than a human person. In some instances, private persons have rights greater than political persons which will be demonstrated using Texas law. Not all Texas law, but enough to show how a law passed over 12 years ago violated the both Texas and U.S. constitutions to this day. The Fourteenth Amendment protects. In this article the author will attempt to enlighten the reader unfamiliar with what takes place before the eyes of many, and many cannot see it. This not some conspiracy type of paper, it

is based upon verifiable facts, but you need to get off your arse and find it because I am not a salesman. I am not selling you anything. I bring awareness to those curious, sight to the blind. Sovereign? You've always been that, else the state could not be that way. Quit fooling yourself. Adding something to the "system" to get out of the "system" does not make sense. Commerce does. If you can't recognize the artificial person, you only argue with human persons working for artificial persons. More importantly you will not understand the constitutional violations committed against you.

## **HUMAN PERSON V ARTIFICIAL PERSON – HUMAN PEOPLE V ARTIFICIAL PERSONS**

Found in this world are the following explanations of "person". The purpose is to recognize a human person which you are, versus an artificial person which you are not. You can see, touch, and smell yourself, but you cannot see, touch or feel a fictitious person. Does the fictitious person have equal rights o the human person? No. Look for yourself. Hint: 5<sup>th</sup> Amendment rights. "*it is well established that such artificial entities are not protected by the **Fifth Amendment.***"<sup>1</sup> That means it goes for anyone working for the artificial person also. No Fifth Amendment privileges.

## **HUMAN PERSON**

### PERSON

A person is a being, such as a human, that has certain capacities or attributes constituting personhood, which in turn is defined differently by different authors in different disciplines, and by different cultures in different times and places.

### BIRTHRIGHT

- a) a particular right of possession or privilege one has from birth, especially as an eldest child
- b) a natural or moral right, possessed by everyone.

### PERSON

The Latin word *persona* was originally used to denote the mask worn by an actor. From this it was applied to the role he assumed, and, finally, to any character on the stage of life, to any individual.

The classic definition is that given by Boethius in "*De persona et duabus naturis*", c. ii: *Naturæ rationalis individua substantia* (an individual substance of a rational nature). The words taken literally can be applied to the rational soul of man, and also the human nature of Christ.

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1 [Braswell v. United States](#), 487 US 99 - Supreme Court 1988

According to the previous, it can be understood that flesh and blood is being defined whether the actor wore a mask or not. Nonetheless, one warning that came from a man a long time ago which was "*Take heed; beware of the yeast of the Pharisees and the Sadducees.*" And according to history, we did not take heed. The current world of sheep found a new shepherd?

## **ARTIFICIAL PERSON – Politic and incorporate**

What is a 'Corporation'

A corporation is a legal entity that is separate and distinct from its owners. Corporations enjoy most of the rights and responsibilities that an individual possesses; that is, a corporation has the right to enter into contracts, loan and borrow money, sue and be sued, hire employees, own assets and pay taxes. It is often referred to as a "legal person."

Corporations are created and regulated under corporate laws in their jurisdictions of residence. In the United States, the most common type of corporation is known as a "C Corporation."

### **False Claims Act**

*“There is no doubt that the term then extended to **corporations**, the Court in 1826 having expressly recognized the presumption that the statutory term "person" " extends as well to **persons politic and incorporate, as to natural persons whatsoever.**”<sup>2</sup>*

*“(A corporation "is, in short, an artificial person, existing in contemplation of law, and endowed with certain powers and franchises which, though they must be exercised through the medium of its natural members, are yet considered as subsisting in the corporation itself, as distinctly as if it were a real personage"). This position accorded with the common understanding among contemporary commentators that corporations were "persons" in the general enjoyment of the capacity to sue and be sued.” Id.*

*“The term "person" in § 3729 included local governments in 1863 and nothing in the 1986 amendments redefined it.” Id.*

### **COMMON GROUNDS?**

Definition of legal

- 1 : of or relating to law
- 2 a : deriving authority from or founded on law : de jure  
b : having a formal status derived from law often without a basis in actual fact : titular <a corporation is a legal but not a real person>  
c : established by law; especially : statutory
- 3 : conforming to or permitted by law or established rules

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<sup>2</sup> [\*Cook County v. United States\*](#) ex rel. Chandler, 538 US 119 - Supreme Court 2003

- 4 : recognized or made effective by a court of law as distinguished from a court of equity
- 5 : of, relating to, or having the characteristics of the profession of law or of one of its members
- 6 : created by the constructions of the law <a legal fiction>

We, as humans are legal. Our deriving authority came from the creator of Law. We were established by Law. They, as Hybrids are legal. They were created by the constructions of the law. Their authority came as a formal status derived from law.

For more clarity, we, as humans, and they as hybrids are both entities, as an entity is actually something that exists as itself, as a subject or as an object, actually or potentially, concretely or abstractly, physically or not. In man’s law, we are assumed to be equal, and equally protected and privileged.

**UNCOMMON GROUNDS?**

In essence, a human is a legal entity that is only separated in its mind, and is only distinct from other humans by form. A corporation is a legal entity that is separate and distinct from its owners. Commonality is not equal between human person and artificial person.

**HUMAN PERSON V ARTIFICIAL PERSON – IN TEXAS**

Real Property *securing* Personal Property

**Example for explanation;**

Here is a link to an [FHA sample loan package](#). No, I am not endorsing anyone, I am providing a link to their works. Their works provide you with an example of a note and a deed of trust. Unlike a death pledge, usually called a mortgage, a deed of trust lien is a living pledge.

To satisfy the Statute of Frauds, the loan agreement must be in writing as noted in § [26.02](#).

**Signing Ritual**



Lien Creditor [Artificial Person] named as Grantee in deed of trust contract as reflected in public land records.

Signers [borrower] of paper documents [contracts] = Human Person [ a.k.a John Doe]

Receivers [lender] of paper documents [contracts] = Artificial Person [ a.k.a Wells Fargo Bank]

## Title Holder

- 1) Borrower conveys legal title to trustee = Human Person to alleged Human Person
- 2) Purported Trustee of deed of trust for paper documents [contracts] = alleged Human Person acting as, or for Artificial Person [ a.k.a. Attorney, Law firm, lender]
- 3) Purported Trustee hold legal title to lien in trust.
- 4) Trustee and Lender allegedly have “agent/principal” relationship.

## Invocation of Constitutional Statutory Jurisdiction

### Rights

In property law, a **title** is a bundle of rights in a piece of property in which a party may own either a **legal** interest or equitable interest. The rights in the bundle may be separated and held by different parties. It may also refer to a formal document, such as a deed, that serves as evidence of ownership.

### The Note

A **promissory note** is a legal instrument (more particularly, a financial instrument), in which one party (the maker or issuer) promises in writing to pay a determinate sum of money to the other (the payee), either at a fixed or determinable future time or on demand of the payee, under specific terms.

According to section [§ 3.103](#)(7), the borrower is the maker of the promissory note even though the note is a uniform note already pre-formed for “fill in the blanks”.

(7) "Maker" means a person who signs or is identified in a note as a person undertaking to pay.

Section § 3.105(a), TexBCC would recognize the borrower named in the deed of trust lien referencing the note secured by the lien, by signing, delivered the note to the lender whether it was a holder or nonholder. Section § 3.105(c) would recognize the borrower as the *issuer*.

#### [Sec. 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.

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

The note is secured by a lien, construing the note by itself, or the deed of trust by itself splits the “one contract” into two contracts with separate obligations, one contract without the other contract for

support, except for the mentioning of it in passing, which past Texas Supreme court opinion would see it differently. This “contract” marriage is different because the note is recovered by personal equity jurisdiction, and the lien is recovered by a jurisdiction of law.

The promise to pay is contained in the note itself. The debt may be referenced in the lien, but the note is the only evidence of the debt. If the lien were all that was needed, practically any person could file a bogus document to make claim to property that did not legally belong to them. Unless challenged, the actor is allowed to commit a crime and walk away from the crime scene. Nonetheless, one contract is the issue. A single “lender” and a single” borrower”, two parties who agree to use a third party to hold legal title until the obligation is extinguished.

### **Lien – Deed of Trust**

The deed of trust is not a “*passive*”, or “*dry*” lien. Legal title is held by the named trustee, legal title is not passed to the named beneficiary. A recorded deed of trust evidences describing the named trustee’s duties and responsibilities as trustee for that deed of trust lien.

### **Fulfilling statutory non-recording requirement**

#### CHAPTER 12. RECORDING OF INSTRUMENT

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.

The filing entity made the decision to instruct the county clerk to record the lien, titled Deed of Trust.

### **Invocation of Constitutional Local Jurisdiction**



Recorded in local land records for county clerk.

[Sec. 191.001](#). COUNTY RECORDER; SEAL; GENERAL DUTIES. (a) As provided by Article V, Section [20](#), of the Texas Constitution, the county clerk of a county serves as the county recorder.

Although section 12.001 does not require filing an instrument such as a deed of trust lien concerning real property, the filing, and according to certain headings at the top of the deed of trust lien, instructions are provided by the *person* requesting the instrument to be filed. Such assertion of “clerk instructions” of what is being recorded and who to send the originals back to, can be verified in deed of trust in public land records of any Texas county.

### **Instructions to County Clerk**

Here is an example;  
you can verify in  
public land records  
for yourself. Use  
your lien.

DP  
306114



DT 2004086763  
9 PGS

After recording, please mail to:  
AMERICAN MORTGAGE NETWORK, INC.

ATTN: POST CLOSING  
P.O. BOX 85463  
SAN DIEGO, CA 92186

Prepared by:  
SHANKS, BUTLER & ASSOCIATES, P.C.  
ATTORNEYS AT LAW  
1455 WEST LOOP SOUTH, SUITE 200  
HOUSTON, TX 77027

Parcel Identification Number: R-383383

[Space Above This Line For Recording Data]

After Recording Return To:  
First American Title  
3811 Bee Caves Road, Ste. 105  
Austin, TX 78746

By the act of instructing the clerk to record the deed of trust lien, this would also satisfy the requirements of section 26.01(a), Chapter 26, [Statute of Frauds](#), Texas Business and Commerce Code [TexBCC] by showing the legal entities named within the recorded contract. However, meeting the requirements of eligibility to be recorded is of less importance than the alleged binding contract itself.

As reflected in public records of the county clerk the recorded deed of trust purports to evidence a debt executed at the same time as the lien, and this is also stated in the note if presented. According to [Miles v. Martin](#) in 1959, the Texas Supreme Court stated;

*It is well settled that separate instruments executed at the same time, between the same parties, and relating to the same subject matter may be considered together and construed as one contract. [Howards v. Davis, 6 Tex. 174](#); 26 C.J.S. Deeds § 91, p. 840; 16 Am.Jur. Deeds 537, § 175. This undoubtedly is sound in principle when the several instruments are truly parts of the same transaction and together form one entire agreement. It is, however, simply a device for ascertaining and giving effect to the intention of the parties and cannot be applied arbitrarily and without regard to the realities of the situation.*

It should be noted that *Miles v. Martin* is still being cited in recent court opinions in Texas.

With that “one contract” understanding provided by the courts, it cannot be assumed on a whim that the Note together with the lien are one negotiable instrument according to Negotiable Instrument law. To determine rights of the parties, the two instruments must show the parties intended for future negotiations of the Note according to law, not custom. If only the lien provides for future negotiations, and it contradicts the covenants in the note, or law of negotiability, does this allow for future negotiations? The note cannot be overlooked. It is the evidence of the debt. Without the evidence of the debt how can the two instruments [debt instrument, and lien] be considered one? How can foreclosure be determined without supporting lawful documents, free from fraud?

The reason for the rambling is because many still do not seem to see the *elephant in the room*. It took time to put this conceivable “*intangible*” thing into place. This *thing* did not happen overnight. So first it is important to understand that the form contracts used are alleged to contain “combined

covenants” for both “uniform” and “non-uniform” national use, and with limited variations by jurisdiction covering real property. When it is conceivable [capable of being imagined or grasped mentally], it became plausible [seeming reasonable or probable].

As this paper holds a need for the reader to understand what we are talking about. Contracts. Contracts holding obligations. Contracts holding real property. Violation of *rights* to such property.

A **covenant**, in its most general sense and [historical sense](#), is a solemn promise to engage in or refrain from a specified action. Under historical English [common law](#) a covenant was distinguished from an ordinary contract by the presence of a [seal](#). Because the presence of a seal indicated an unusual solemnity in the promises made in a covenant, the common law would enforce a covenant even in the absence of [consideration](#).<sup>[1]</sup> In United States contract law, an [implied covenant of good faith](#) is presumed.<sup>3</sup>

Within the lien, and prior to “uniform covenants”, can it be evidenced that a transfer of *legal title holder*, a seemingly unnoticed trustee replacement, is agreed to prior to the required signature to satisfy the statute of frauds, else the borrower cannot incur an obligation?

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by 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 canceling this Security Instrument.

If this appears confusing, retrace history in Texas as to the duties of the trustee who do have a duty to act with reasonable diligence and good faith on the borrower's behalf consistent with the trustees' primary obligation to assure payment of the secured debt. The lien contract provides that the “borrower” conveys title to real property to the trustee. As trustee, a third party to the contract, and because the borrower conveyed its rights to title, holds obligations such as ensuring the trustee acts upon releasing the lien when instructed by the lender when debt is resolved, or by fulfilling the obligations to move forward with lawful recovery of the pledged real property as instructed by the lender. These duties are contained within the deed of trust. The trustee holds legal title to the deed of trust until such obligation is re-assigned by the lender, or the contract is fulfilled which ever event comes first. Nonetheless, it is noted in the deed of trust that a party other than the trustee is given the right to foreclose; “*MERS has the right... to foreclose and sell the property...*” and perform the duties of the trustee “*releasing and canceling this security instrument*”.

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3 [https://en.wikipedia.org/wiki/Covenant\\_\(law\)](https://en.wikipedia.org/wiki/Covenant_(law))

Nonetheless, the portion of why “*MERS holds only legal title to the interests granted...*” may be found in a certain covenant within the deed of trust. This certain covenant can be found in the various “uniform security instrument” forms.

As a separate and private 3<sup>rd</sup> party is named within a deed of trust lien, the “borrower” unknowingly allowed the deed of trust to become converted into personal property. Allowed the deed of trust to become “passive” and “dry” which allowed legal title be passed to the beneficiary, and not the named trustee. In essence, the borrower was to agree to sign a “national form” that would allow a 3<sup>rd</sup> party to violate law and allow the 3<sup>rd</sup> party to allege claims under secured transactions using a statute that violates the constitutions. This is a conversion of law, “choice of law”, which does not appear to be allowed for transactions of real property law in Texas, as real state loans are not governed by secured transactions. Contracts cannot be made to allow a crime to be committed.

As “uniform” deed of trust vary, the imaged portion above also reflects an unnoticed conveyance of rights to a private registry. “*MERS has the right... to exercise any or all those rights...*” Such conveyance can be a bit more clarified in another “uniform security instrument” such a Fannie Mae.

## **Splitting Hairs**

Typical Fannie Mae/Freddie Mac Uniform Security Instrument Covenant

20. **Sale of Note;** Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower.

The preceding covenant in the deed of trust provides two conceivable future actions of which, one is plausible, the other not;

- 1) the note together with the security instrument would be sold one or more times. This is both conceivable and plausible; and
- 2) a partial interest in the note together with the security instrument would be sold one or more times. This is may be conceivable but not plausible if the “one contract” is not negotiable. To look through the eyes of an advocate claiming the “one contract” is negotiable, the advocate must look to the law which governs negotiable instruments.

To meet the requirements for a negotiable instrument the following is section § 3.104, TexBCC;

Sec. 3.104. NEGOTIABLE INSTRUMENT. (a) Except as provided in Subsections (c) and (d), "negotiable instrument" means an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if it:

- (1) is payable to bearer or to order at the time it is issued or first comes into possession of a holder;
- (2) is payable on demand or at a definite time; and
- (3) does not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money, but the promise or order may contain:
  - (A) an undertaking or power to give, maintain, or protect collateral to secure payment;
  - (B) an authorization or power to the holder to confess judgment or realize on or dispose of collateral; or
  - (C) a waiver of the benefit of any law intended for the advantage or protection of an obligor.

For the sake of argument, let us say the note is a negotiable instrument. This would allow the note together with the security instrument to be sold one or more times. No problems unless failure to comply with the governing requirements occurs. If the note were sold, the lien usually goes with it. To prove such the "transferee" would re-file the deed of trust in similar fashion to the previously recorded lien because the sale of the note affected the previously recorded lien.<sup>4</sup> An option to re-filing the security instrument is to file a legible assignment of rights (assignment of deed of trust). However, to allow a partial interest in the note together with the security instrument to be sold one or more times, is a logical, and legal impossibility. How is the lien sold in bits and pieces? How is it filed of record in bits and pieces? How is the note sold in bits and pieces?

Ponder this;

Sec. 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.

(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 chapter and has only the rights of a partial assignee. [**emphasis** added]

## The Key

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<sup>4</sup> Tex. Loc Govt Code, Section § 192.007(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.

All of this seemingly violations of law, not to mention the constitutional violations, which all are considered criminal activity, is made possible through section § 51.0001(4)(C). Section § 51.0001(4)(C) provides that “(C) *if the security interest has been assigned of record, the last person to whom the security interest has been assigned of record.*”

Texas allowed for the creation of a private artificial person, then provided statutory law to give the private artificial person and other artificial persons greater rights than a political artificial person, which is an incorporated subdivision of the State. Texas defined a private artificial person using an undefined set of vague words. This is evidenced in section § 51.0001(1). In essence a fictitious person was created using fictitious wording related only to securities, not real property. Texas defined a private personal property artificial person without regard to protecting the Texas, or U.S. Constitutions. Was it unknowingly?

Texas allowed for the “one contract” to become a singular contract as only the “holder of a security instrument” is required to be protected by Section § 51.0001(4)(C) without the hassle of producing the note that may reflect the note does not meet the requirements of negotiable instrument law. Ponder this;

*“Local foreclosure specialists agreed that few lenders today are pursuing claims to the point of deficiency judgments after foreclosure.”* - Telephone Interview with Michael C. Barrett (Member) and Tommy Bastian (Attorney), Barrett, Dafin, Frappier, Turner & Engel, LLP (Feb. 4, 2008) (Texas attorneys specializing in foreclosures statewide) <sup>5</sup>

It is easier to use a deed of trust than it is to try to get the money. The note has to be proved, the deed of trust is recorded. After all, the same man admitted that they make documents up.<sup>6</sup>

One more issue to ponder ; if the Promissory Note and the Deed of Trust (Mortgage-Lien) constitutes a singular contract would it not be correct that a breach of one is evidence of the breach of the other?

Semi-final issue to ponder, did the Forefathers have an understanding and comprehend the complexity that was to come? How close to God were the founding fathers?

Lastly, an important issue to ponder, did the Forefathers have an understanding and comprehend the complexity that was to come? How close to God were the founding fathers?

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5 [FANNIE MAE/FREDDIE MAC HOME MORTGAGE DOCUMENTS INTERPRETED AS NONRECOURSE DEBT](#)

6 [MEETING OF THE TASK FORCE ON JUDICIAL FORECLOSURE RULES](#), November 7, 2007

There is way more to this than a few pages here. But, this was an attempt to bring awareness of the private artificial persons infecting this great country whom are being given greater rights than human people.

Each of us are a human person, as a whole class we are human people, while on the other hand, each corporation is an artificial person, as a whole class of corporations are just persons, not people<sup>7</sup>. Human Person v. Artificial Person; Human People v. Artificial Persons. The Lord made us greater than a figment of their imagination.

Peace be with you,

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<sup>7</sup> *“We the People of the United States, in Order to form a more perfect Union, establish Justice, insure domestic Tranquility, provide for the common defence, promote the general Welfare, and secure the Blessings of Liberty to ourselves and our Posterity, do ordain and establish this Constitution for the United States of America. ”*