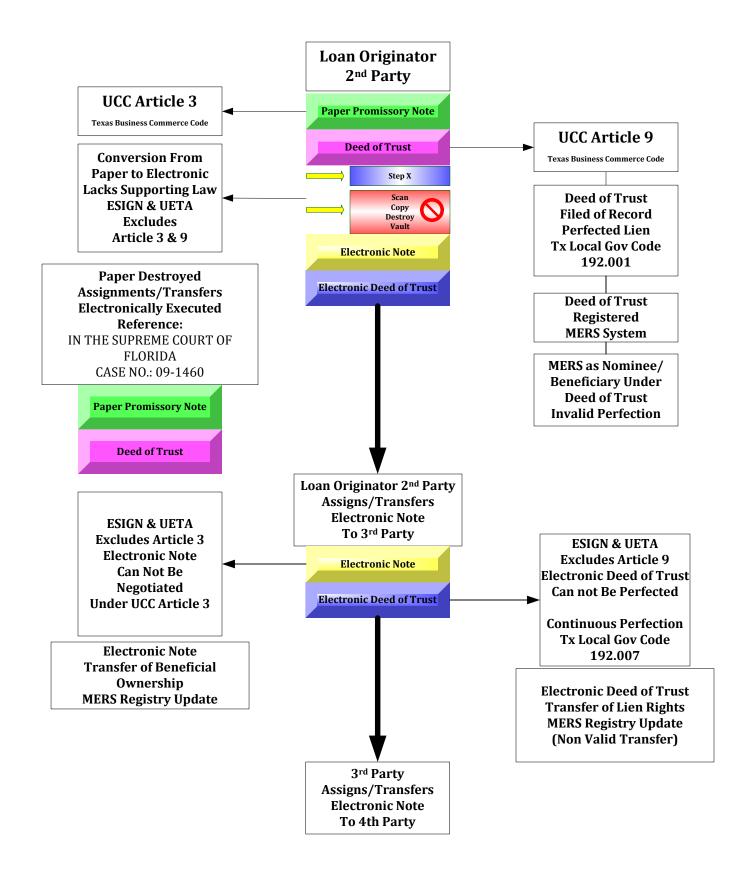
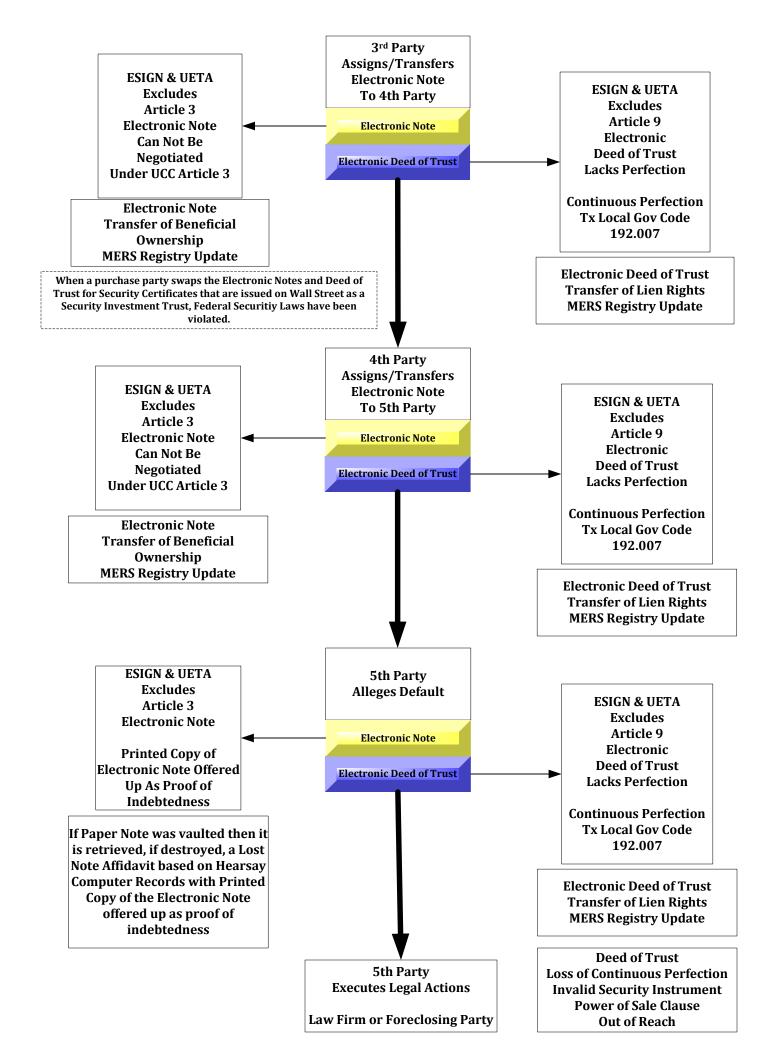
Violation of What Laws



© Copyrighted j.mcguire P O Box 1352, Bedford, Texas, 76095-1352



Law Firm Or Foreclosing Party

Deed of Trust

Filing a fraudulent "Notice of Assignment" in Public Records is an attempt to transfer lost perfected lien rights from the 2nd Party to the 5th Party suggesting a negotiation of the Paper Note from the 2nd Party to the 5th Party, which never happens. This would be a fraudulent filing in Public Records.

In actuality, there has been a number of assigns/transfer of the unlawfully supported electronic note from the 2nd Party to the 5th Party, these assigns/transfers of the electronic note does not assign/transfer the "Holder in Due Course" rights to enforce the paper note which was at one time secured by a valid "Deed of Trust".

Under the Texas Business and Commerce Code as well as the UCC willful intentional destruction of the paper note is discharge of the indebtedness.

So, we have a discharged indebtedness, if the note was destroyed, and at minimum, an invalid "Deed of Trust" as lien rights where never continuously perfected in Public Records. This "Deed of Trust" is the only document that entitles the Trustee named on that document to sell the property if the indebtedness is valid. If Such "Deed of Trust" has lost it's legal perfection then any action taking by anyone to attempt to take the real estate named in the "Deed of Trust" by using this invalid "Deed of Trust" is violating several Texas Laws.

For any entity to create any documents and file within Public Records to try to reinstate the lost continuous perfection has filed a "Fraudulent" document.

If the paper note and security instrument neither exists then no collection actions could be executed.

If the paper note still exists and the "Deed of Trust" is invalid then a suit of equity could be brought in court of competent jurisdiction for a money judgment on the note once the note has proved up it's negotiation endorsements.

Both instruments are needed and valid to enforce the "Power of Sale" clause within the "Deed of Trust".

Banks went after the House, they should have gone after the money instead...

If MERS is involved on the "Deed of Trust" then perfection has been lost at the moment MERS was named.

Filing the "Notice of Substitute Trustee Sale" based on invalid documents would also be a fraudulent filing in Public Records...