



1 F. Voluntary Lien Search pertaining to the Transaction Details for 250 PR 947, Taylor, TX  
2 76574 which includes all publicly recorded documents filed at the Williamson County  
3 Recorder Office.

4 G. Ginnie Mae May 2012 Selling Guide

5 H. Ginnie Mae Manual Requirements For Document Custodians Version 6.0

6 3. I have personal knowledge in the topic areas related to the securitization of mortgage  
7 loans, derivative securities, the securities industry, real property law, Uniform Commercial  
8 Code practices, predatory lending practices, Truth in Lending Act requirements, loan  
9 origination and underwriting, accounting in the context of securitization and pooling and  
10 servicing of securitized loans, assignment and assumption of securitized loans, creation of trusts  
11 under deeds of trust, pooling and agreements, and issuance of asset backed securities and  
12 specifically mortgage-backed securities by special purpose vehicles in which an entity is named  
13 as trustee for holders of certificates of mortgage backed securities, the economics of securitized  
14 residential mortgages during the period of 2001-2008, appraisal fraud, and its effect on APR  
15 disclosure, usury, exceeding the legal limit for interest charged, foreclosure of securitized, non-  
16 securitized residential mortgages.

17 4. From many hours of study and research and formal training and reviewing thousands of  
18 mortgage documents, I learned that one procedure for funding is via mortgage securitization  
19 where such pools solicit funds from investors by means of a Prospectus which was used to  
20 explain the Mortgage Backed Security (MBS). The Pooling and Servicing Agreement, (PSA) is  
21 the governing document for the MBS pool which was typically established as a Trust. State  
22 trust laws uniformly demand that the governing documents of the Trust be strictly adhered to  
23 compliance with the United States Internal Revenue Service (IRS) taxing guidelines.

24 **A General Overview of Secured Transactions of**  
25 **a Note and a Deed of Trust**

26  
27 5. Of the three transferable linked parts of every Mortgage Loan, the Intangible Obligation,  
28 the Note and the Deed of Trust, two of those transferable parts are tangible instruments, the

1 Note and the Deed of Trust. The Note is a negotiable instrument that evidences the Tangible  
2 Obligation. The Deed of Trust, seen as a Real Property Lien, is a contract listing alternatives for  
3 collecting payment due under the Tangible Obligation evidenced by the Note. The third part,  
4 the Intangible Obligation is dependent upon the Tangible Note properly secured by a Deed of  
5 Trust,

### 6 Transfer of an Intangible Obligation

7  
8 6. Ownership of the intangible payment stream created and collected from a Mortgage  
9 Loan can be bought, sold and transferred. This transfer of the rights to the Intangible Obligation  
10 is evidenced through the swap for the certificate funded by payment stream(s) received from  
11 payments made upon **what will be defined within this document as the “Intangible**  
12 **Obligation”**. Ownership of the Intangible Obligation via buying and selling the certificates  
13 (intangible payment stream) is allowable under the governance of Uniform Commercial Code  
14 (UCC) Article 9, as a Transferable Record. Transferred ownership can be seen though the  
15 financial record of the distributed payment stream. Transfer of ownership through certificates is  
16 an actual transfer of a partial ownership of a beneficial interest in the intangible payment stream  
17 of the Intangible Obligation.

### 18 Separation of an Intangible Obligation

19  
20 7. In Commercial Money Ctr., Inc. bankruptcy, the Ninth Circuit Appellate Court had no  
21 difficulty concluding that the rights to intangible payment stream can be stripped from the  
22 records that evidence them.

23 From Commercial Money Ctr., Inc., 350 B.R. 465, 473-79 (B.A.P. 9th Cir.  
24 2006), rev’g, 56 U.C.C. Rep. Serv. (West) 54 (Bankr. S.D. Cal. Jan. 27, 2005).  
25 *“This language on its face defines chattel paper to mean the records that*  
26 *“evidence” certain things, including monetary obligations. Payment streams*  
27 *stripped from the underlying leases are not records that evidence monetary*  
28 *obligations they are monetary obligations. Therefore, we agree with NetBank that*  
*the payment streams are not chattel paper.”*

1 8. The initial and subsequent certificate transactions involving divided intangible payment  
2 stream of the Intangible Obligation do not transfer the rights to the Tangible Note or the Deed  
3 of Trust to the owners of the intangible payment stream. To be compliant with laws of  
4 negotiation, transfer of ownership and rights to enforce the Tangible Note secured by a Deed of  
5 Trust require that a true sale of Note and the Deed of Trust be executed prior to the stripping of  
6 partial interest in the tangible instruments. A true sale of Note and the Deed of Trust to all and  
7 each of the potential multiple owners of the certificates must be compliant with the local laws of  
8 jurisdiction and such division is a legal impossibility. That described transfer lacks supporting  
9 tangible law thus would be impossible, as the rights to the Note and Deed of Trust can only be  
10 to one party. To create the appearance that the transfer of the tangible has been accomplished in  
11 accordance to law, the transfer of the Intangible Obligation (partial interest derived from the  
12 tangible instruments) is made to a common Trustee and the tangible instruments are conveyed  
13 to same Trustee as a simple mechanical act which does not transfer tangible rights. Any owner  
14 of the Intangible Obligation as a transferable record of the payment stream which has stripped  
15 the Tangible value away from the Note prior to tangible Note negotiation may obtain simple  
16 possession of the Note less rights by a simple conveyance of personal property which is not in  
17 compliance to the trust documents.

### 18 Transfer of a Note

19 9. Each Note associated with a Deed of Trust is created to be a negotiable instrument to  
20 allow for future sale. When a Note is treated as a negotiable instrument, such Note falls under the  
21 governance of UCC Article 3 or a states adopted equivalence. Enforcement rights to the Note can  
22 be transferred by indorsing in blank to create a bearer Note or by means of special indorsement.  
23 A blank indorsement is defined by the UCC as being a signature by Indorser alone, with nothing  
24 else creating a bearer instrument payable to bearer. A special indorsement requires the payee as  
25 Indorsee to be identified. The UCC allows any party to complete an incomplete special  
26 indorsement, making that party entitled to enforcement rights upon that negotiable instrument.  
27 However, a subsequent owner of a Note, while negotiating rights to a Note must also use caution  
28 involving the security securing a Note, care must be exercised so as to avoid loss of secured

1 party status in the negotiation of a Note by becoming an unidentified party whose unknown  
2 identity cannot be perfected of record as a tangible secured creditor.

3  
4 10. When a subsequent owner of a Note fails to permanently perfect (whether required by  
5 law or not) the rights to the associated Deed of Trust into their name, in purchasing a Note and  
6 rights to the security securing, such lack of action renders a Secured Note into an Unsecured  
7 Note. Ownership of Note, not joined with ownership of a Real Property Lien (the Deed of Trust  
8 ) in accordance to law, negates the Tangible Obligation from reaching and enforcing the Power  
9 of Sale. The UCC and no state law provide statutory means to retroactively to re-establish an  
10 unsecured negotiable instrument back into a secured negotiable instrument. Secured status and  
11 Unsecured status is dependent upon ownership of a rights properly negotiated and possession of  
12 a Note properly secured by a Deed of Trust in compliance with local laws of jurisdiction.

### 13 Transfer of a Deed of Trust

14  
15 11. A Note transferred in interstate commerce is a negotiable instrument and therefore falls  
16 under the governance of UCC Article 3 and states adopted equivalence. Any party who possesses  
17 a valid ownership in a Note can only transfer that interest by way of negotiation through  
18 indorsement. Whereas an intangible ownership interest in the payment stream being a  
19 transferable record can be bought and sold under governance of UCC Article 9 and a states  
20 adopted equivalence. However, because real estate ownership rights are concerned, perfection of  
21 transfer of the Deed of Trust, a contract involving real estate, securing the Note, falls within  
22 governance of Laws of Jurisdiction where the real property resides. Even, within its own  
23 language, the Deed of Trust contains notice that Federal Statutes and/or the Laws of Local  
24 Jurisdiction are governing law, therefore attempts to apply UCC Article 9 as governing the  
25 transfer of the Deed of Trust would be misplaced. Subsequently, any party who possesses a valid  
26 beneficial interest in a Deed of Trust can only transfer that interest by way of properly recorded  
27 assignment of that interest noting identity to be a secured party of record. Transfer of beneficial  
28 interest in a Mortgage, without properly recorded assignment, would place anyone doing so in  
jeopardy of violating Federal Statutes and/or Local Laws of the applicable Jurisdiction and  
potentially the common law Statutes of Fraud. Where a subsequent purchaser of a Note elects to

1 not file of record oneself as a secured creditor, such action must be seen as intentional and such  
2 party in failure must assume the responsibility for their own choice of action.

### 3 4 Separation of a Note and a Deed of Trust

5  
6 12. A properly recorded assignment of the Deed of Trust memorializes the Note's  
7 negotiation, but does not cause the Note's transfer. For a Note to change ownership and remain  
8 secured through the Deed of Trust each and every transfer of the Note, by indorsement or  
9 negotiation, must be performed with a parallel assignment to remain as a secured party of  
10 record. If a Note is indorsed and negotiated to one party while the Deed of Trust is assigned to  
11 another party, a separation between the Ownership of the Note evidencing the Tangible  
12 Obligation and the Ownership of the Conditions which secure the Intangible Obligation to Real  
13 Property occurs and such is a legal impossibility. As such bifurcation is impossible, there is no  
14 lawful mechanism to allow for a security securing a Note to follow an Intangible Payment  
Stream to allow an Intangible owner to be a party perfected of record to the Note.

15  
16 13. For a Party with ownership of a Note to be a Holder in Due Course with the rights and  
17 power of foreclosure, the "Power of Sale", the Note must remain secured to real property. When  
18 a separation of ownership of the Intangible Obligation and the rights to the Note which secure  
19 the Intangible Obligation occurs by failing to follow mandated law, the Intangible is no longer  
20 secured by a security secured by real property. When the Mortgage Loan is no longer secured  
21 by real property, there can be no Holder in Due Course of a Secured Note. Such Holder of the  
22 Note has lost the right to seek alternate payment through the use of a now invalid security  
23 instrument. Therefore, any Party seeking to bring a claim, against real estate title in a  
24 foreclosure, as Holder in Due Course of a Secured Mortgage Loan, must demonstrate an  
25 unbroken chain of properly recorded assignments of the Deed of Trust and a parallel unbroken  
26 chain of completed Note indorsements. Making a claim of beneficial interest in a Mortgage  
27 Loan without an unbroken chain of properly recorded assignments of the Deed of Trust and a  
28 parallel unbroken chain of completed Note indorsements would place anyone doing so in  
jeopardy of violating Federal Statutes and/or Local Laws of Jurisdiction. Where such alternate  
collection method has been dissolved by failure to follow law, the owner of the Note does (did)

1 have equitable remedy by seeking recovery of the debt by filing suit in a jurisdictional court of  
2 equity. The paradox, is, where such a holder has pledged a Mortgage Loan (Secured Package)  
3 as collateral, knowing that such was not a Secured Package, would present such a pledgor with  
4 unclean hands.

### 5 A Deed of Trust as a Contract

6  
7 14. It is an ancient and long held concept within United States Law, that when the rights to  
8 the Note and the rights to the Deed of Trust are separated, the Deed of Trust, because it can  
9 have no separate existence, can not survive and becomes a nullity.

10 *In Carpenter v. Longan 16 Wall 271,83 U.S. 271, 274, 21 L.Ed. 313 (1872), the*  
11 *U.S. Supreme Court stated "The note and mortgage are inseparable; the former*  
12 *as essential, the latter as an incident. An assignment of the note carries the*  
13 *mortgage with it, while assignment of the latter alone is a nullity.. . . . The*  
14 *mortgage can have no separate existence. When the note is paid the mortgage*  
*expires. It cannot survive for a moment the debt which the note represents. This*  
*dependent and incidental relation is the controlling consideration . . . ."*

15 In other words, just because a separation of the rights to an Intangible Obligation from the rights  
16 to a Note and a separation of the rights to a Note from a Deed of Trust can occur, does not erase  
17 or avoid the consequences of those separations. The major and central consequence of the rights  
18 to an Intangible Obligation being stripped away from the beneficial interests of a Note is that  
19 the rights to a Note no longer includes the rights to the Intangible Obligation. Ownership of a  
20 Note without the rights to the Intangible Obligation leaves that Note without an obligation or  
21 debt to represent or evidence. A Deed of Trust can only enforce its conditions over the debt  
22 through the Note's representation or evidence of, specifically, the attached Intangible  
23 Obligation. When ownership or possession of a Note does not include the rights to the specific  
24 attached Intangible Obligation, a Deed of Trust can not survive a moment as an enforceable  
25 contract.

26 15. The Deed of Trust is a contract between the borrower (Payor) and the parties spelled out  
27 on the face of the document. A separation between the rights to the Note and the rights to the  
28 Deed of Trust would be a violation of the terms of that contract. Under long existing contract

1 law, if the terms of a contract are violated, affecting the conditions under which the Payor is  
2 obligated, without the properly evidenced consent of the Payor, that contract is void and cannot  
3 be returned to without the consent of the Payor. Without this legal concept a contract would be  
4 changeable at the will of the Payee, allowing an infinitely expandable obligation on the part of  
5 the Payor.

### 6 MBS Trusts are Governed by Trust Documents

7  
8 16. Sometimes a Mortgage Loan is sold into Mortgage Backed Securities (MBS) Trust. A  
9 MBS Trust is governed by a Pooling and Servicing Agreement (PSA) filed with the United  
10 States Securities and Exchange Commission (SEC). When a Mortgage Loan is sold into MBS  
11 Trust all the well-established Real Estate and Contract Law explained above still applies. For a  
12 MBS Trust to be Holder in Due Course of a Secured Mortgage Loan, properly recorded  
13 assignments of the Deed of Trust, as well as completed parallel indorsements of the Note to  
14 match, are required not only by well-established Real Estate and Contract Law, but also by the  
15 PSA and or Real Estate Mortgage Instrument Conduit (REMIC) Master Trust Agreement which  
16 governs the MBS Trust in question.

### 17 An Examination of the Alvie and Julia Campbell Mortgage 18 Loan

#### 19 20 The Campbell Intangible Obligation was sold to 21 the Government National Mortgage Association 22 on Loan Date

23  
24 17. On October 28, 2013 I researched Alvie and Julia Campbell whose property address is  
25 250 PR 947, Taylor, TX 76574. Alvie and Julia Campbell had allegedly signed a Note in favor of  
26 American Mortgage Network, Inc. DBA Amnet Mortgage on October 9, 2004. This loan was  
27 identified in Government National Mortgage Association The loan is being serviced by Wells  
28 Fargo, N.A.



1  
2 18. The rights to the Campbell Intangible Obligation has been conveyed as a Transferable  
3 Record to the Government National Mortgage Association. For rights to the Campbell Intangible  
4 Obligation not to have been stripped away from the rights to the Campbell Note by that  
5 conveyance, rights to the Campbell Note must have also been transferred to the Government  
6 National Mortgage Association.

7 19. Even though the Campbell Intangible Obligation is owned by the Government National  
8 Mortgage Association It can only be determined if the original Campbell Note had been  
9 physically delivered to the Government National Mortgage Association Trust by checking with  
10 the custodian of documents. Until then, there is no evidence the Government National Mortgage  
11 Association possessed in any manner the Campbell Note before rights to the Campbell Intangible  
12 Obligation was stripped away.

13 20. The rights to the Campbell Intangible Obligation has been conveyed as a Transferable  
14 Record to the Government National Mortgage Association. For the conditions of Campbell Deed  
15 of Trust over the Campbell Intangible Obligation not to have been stripped away by that  
16 conveyance, rights to the Campbell Deed of Trust must have also been acquired to the  
17 Government National Mortgage Association.

18 21. The beneficial interest (ownership) of the Campbell Deed of Trust has been recorded in  
19 the Official records of Williamson County Registry as being in the name of American Mortgage  
20 Network, Inc. DBA Amnet Mortgage of the loan on dated October 9, 2004. However, it is clear  
21 that American Mortgage Network, Inc. DBA Amnet Mortgage as recorded as the original lender  
22 on the Campbell Deed of Trust sold all ownership interest, in the Campbell Intangible Obligation  
23 to the Government National Mortgage Association shortly after signing. Interest in the Campbell  
24 Intangible Obligation is held in the Government National Mortgage Association and the  
25 payments under the Campbell Intangible Obligation are disbursed to the investors of the  
26 Government National Mortgage Association who hold certificates to the investment classes into  
27 which payments under the Campbell Intangible Obligation are scheduled to flow. Therefore the  
28 transfer of beneficial interest in the Campbell Deed of Trust by American Mortgage Network,  
Inc. DBA Amnet Mortgage might be accomplished, but that beneficial interest is no longer  
attached to rights to the Campbell Intangible Obligation.

1  
2 As the Government National Mortgage Association have an Interest in  
3 the Campbell Intangible Obligation  
4 the Government National Mortgage Association  
5 Are Required to Have Interest in the  
6 Campbell Note and the Interest in the Campbell Deed of Trust  
7

8 22. Ginnie Mae has purchased an interest in the Campbell Mortgage Loan and delivered that  
9 interest in the Campbell Mortgage Loan into Government National Mortgage Association and  
10 claims to have control of the Campbell Note and the Campbell Deed of Trust.

11 *Government National Mortgage Association Document Custodian Manual*  
12 *Appendix V-1 Chapter 1 Page*

13 *The document custodian is required to certify to Ginnie Mae that the loans*  
14 *constituting the pools of mortgages (as collateral for Ginnie Mae securities) are*  
15 *represented by the documents placed in the document custodian's control. The*  
16 *document custodian performs this function through a process of pool*  
*certifications and re certifications.*

17 23 By the Government National Mortgage Association purchasing the Campbell Intangible  
18 Obligation and doing with it whatever was done, the Government National Mortgage  
19 Association was exercising rights of ownership over the Campbell Mortgage Loan and the  
20 payment stream. By exercising rights of ownership over the Campbell Mortgage Loan multiple  
21 classes the of Government National Mortgage Association made a claim of rights to all three  
22 parts of the Campbell Mortgage Loan.

23 24. The Campbell Mortgage Loan only exists through the tangible instruments creating it, the  
24 Campbell Note and the Campbell Deed of Trust . The sale of the Campbell Intangible Obligation  
25 to the Government National Mortgage Association without stripping away the rights to the  
26 Campbell Intangible Obligation from the rights to the Campbell Note, could only be  
27 accomplished with the accompanying negotiation of the Campbell Note and the accompanying  
28 assignment of the Campbell Deed of Trust .

1 25. the Government National Mortgage Association own the Campbell Intangible  
2 Obligation, and exercises that claim. To exercise the claim of rights to the Campbell Intangible  
3 Obligation, an assignment of the Campbell Deed of Trust should have to have been  
4 accomplished. the Government National Mortgage Association are acting as if an assignment of  
5 the Campbell Deed of Trust has been accomplished.

6 26. The negotiation of the Campbell Note to Government National Mortgage Association is  
7 required both by Government National Mortgage Association 's own requirements Texas State  
8 Law. From Ginnie Mae own document:

9  
10 *CHAPTER 3: SINGLE-FAMILY POOLS page 3-2 3-3*

11 *(2) Document Custodian Procedures – Initial Certifications*

12 *(c) Promissory Note (or other evidence of indebtedness)*

13 *iii. Verify that a complete chain of endorsements exists from the loan originator to*  
14 *the pooling issuer. Ginnie Mae requires that the chain of endorsements from the*  
15 *loan originator to the pooling issuer be complete.*

16 The Government National Mortgage Association  
17 Can Not Claim Interest in Either  
18 the Campbell Note or the Campbell Deed of Trust

19  
20 27. The Government National Mortgage Association own the Campbell Intangible  
21 Obligation. However the transfer of rights to either of the two tangible parts of the security  
22 instrument that evidence the Campbell Intangible Obligation from American Mortgage Network,  
23 Inc. DBA Amnet Mortgage to the Government National Mortgage Association is not  
24 memorialized in the Williamson County Record.

25  
26 28. Under the Consumer Credit Protection Act Title 15 USC Chapter 41 § 1641(g) any  
27 transfers of the Campbell Mortgage Loan to the Government National Mortgage Association  
28 would be in violation of Federal Statute, if those transfers had not been recorded in the

1 Williamson County Record within 30 days along with notification of Alvie and Julia Campbell  
2 that the transfers had occurred. As there are no recorded assignments of the Campbell Deed of  
3 Trust to the Government National Mortgage Association within 30 days of October 9, 2004 ,  
4 either there has been a violation of Federal Law or the Government National Mortgage  
5 Association , who are the owners of the Campbell Intangible Obligation, are not the owners of  
6 either the Campbell Note or the Campbell Deed of Trust .

7 Title 15 USC Chapter 41 § 1641(g)

8 *(g) Notice of new creditor*

9 *(1) In general*

10 *In addition to other disclosures required by this subchapter, not later than 30*  
11 *days after the date on which a mortgage loan is sold or otherwise transferred or*  
12 *assigned to a third party, the creditor that is the new owner or assignee of the*  
13 *debt shall notify the borrower in writing of such transfer, including—*

14 *(A) the identity, address, telephone number of the new creditor;*

15 *(B) the date of transfer;*

16 *(C) how to reach an agent or party having authority to act on behalf of the new*  
17 *creditor;*

18 *(D) the location of the place where transfer of interest in the debt is recorded;*  
19 *and*

20 *(E) any other relevant information regarding the new creditor.*

21 29. Government National Mortgage Association certifies that an assignment of the Campbell  
22 Deed of Trust has been accomplished by selling certificates of as shares of the Government  
23 National Mortgage Association , to investors based on the placement of the Campbell Mortgage  
24 Loan. There is no assignment of the Campbell Deed of Trust to Government National Mortgage  
25 Association in the Williamson County Record. Government National Mortgage Association  
26 appears to have violated Title 18 USC chapter 47 §1021.

27 *Ginnie Mae Document Custodian Manual 5500.3 Rev 1*

28 *Appendix V-1 Chapter 3: page 3*

*If the issuer did not originate the loan, all recorded intervening assignment(s) in*  
*the loan file must document a complete chain of title from the originating*  
*mortgagee to the issuer.*

*Intervening assignments must be recorded if jurisdictional law requires such*  
*recording.*

1  
2 30. Any electronic transfers of the Campbell Deed of Trust that may have been executed  
3 without recording within the Williamson County Record are void under Uniform Electronic  
4 Transactions Act (UETA) Title 15 USC Chapter 96 § 1-7003.  
5

6 *Title 15 USC Chapter 96 § 1-7003*

7 *(a) Excepted requirements*

8 *The provisions of section 7001 of this title shall not apply to a contract or other  
record to the extent it is governed by —*

9 *(3) the Uniform Commercial Code, as in effect in any State, other than  
10 sections 1–107 and 1–206 and Articles 2 and 2A.*

11  
12 31. The Government National Mortgage Association is the owner of the Campbell Intangible  
13 Obligation, however, according to Texas State Law, the Government National Mortgage  
14 Association can only be entitled to enforce the Campbell Deed of Trust if they took the  
15 Campbell Deed of Trust by way of assignments pursuant to TEX BC. Code ANN § 192.007  
16

17 *§ 192.007. RECORDS OF RELEASES AND OTHER ACTIONS. (a) To  
release, transfer,*

18 *assign, or take another action relating to an instrument that is filed,  
19 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  
20 as the original instrument was required to be filed, registered, or recorded.*

21 *(b) An entry, including a marginal entry, may not be made on a previously  
22 made record or index to indicate the new action.*

23  
24 *TEX. PROP. CODE ANN. §13.001(a). The Recording Statute provides:  
25 (a) A conveyance of real property or an interest in real property or a mortgage or  
26 deed of trust is void as to a [lien] creditor or to a subsequent purchaser for  
valuable consideration without notice unless the instrument has been  
27 acknowledged, sworn to, or proved and filed of record as required by law.  
28*

1 32. A duly recorded assignment of the Campbell Deed of Trust constitutes constructive  
2 notice while an unrecorded assignment of the Campbell Deed of Trust is notice only to  
3 immediate parties. With constructive notice, all persons attempting to acquire rights in the  
4 Campbell Property are deemed to have notice of the recorded instrument. In this way, the  
5 Recording Statute is intended to expose the chain of title of the Campbell Deed of Trust to  
6 inspection by examination of real property records, protecting innocent junior purchasers and  
7 lenders from secret titles and the subsequent fraud attendant to such titles.

8 33. As explained previously in ¶5 thru ¶12 assignments of the Campbell Deed of Trust must  
9 be accompanied by parallel endorsements of the Campbell Note for the Campbell Mortgage  
10 Loan to remain secured by the Campbell Property. No evidence is available to evidence  
11 negotiations of the Campbell Note to the Government National Mortgage Association This  
12 would have required indorsements and proper negotiations of the Campbell Note from American  
13 Mortgage Network, Inc. DBA Amnet Mortgage to the Government National Mortgage  
14 Association , including any intervening claims of ownership. Of course for the Campbell  
15 Mortgage Loan to remain a secured loan, there would have been assignments and transfers of the  
16 beneficial interest of the Campbell Deed of Trust , concurrent to negotiations of the Campbell  
17 Note and those transfers of the Campbell Deed of Trust would have to be entered into public  
18 record at the Williamson County Record.

19 34. Importantly, mere presentment of the Campbell Note (even if shown to be the original),  
20 is not in itself proof of an equitable transfer of the Campbell Loan along with its Security  
21 Instrument. This demonstration of possession may be sufficient to enforce the Campbell Note,  
22 but carries no indicia of ownership or intent to transfer the Campbell Mortgage Loan. The  
23 Uniform Commercial Code (“UCC”) consecrates a preference in commercial transactions for  
24 simple possession of indorsed instruments over proof of actual ownership, an exception in the  
25 law that was intended to foster free trade of commercial paper.

26 35. The concept that a noteholder, even one who is not legitimate, may nevertheless bring an  
27 action on the Campbell Note, is entrenched in commercial law and commonly summarized by  
28 the axiom “even a thief may enforce a note.” However, the taking of the Campbell Home by

1 foreclosure is an equitable remedy, and equity does not allow a “thief” to use a stolen Campbell  
2 Note to foreclose on the Campbell Mortgage lien.

3  
4 36. The claim that “the mortgage follows the note” is incorrect as under Texas Law the Lien  
5 follows the Secured Party of record. That equitable right must be proven with evidence of a  
6 delivery. Intention does not override the requirements of law.

7  
8 37. the Government National Mortgage Association , who own the Campbell Intangible  
9 Obligation, can not show that accompanied negotiations of the rights to the Campbell Note and  
10 accompanied transfers of the rights to the Campbell Deed of Trust has occurred. The rights to the  
11 Campbell Intangible Obligation has been stripped from the rights to the Campbell Note and the  
12 rights to the Campbell Deed of Trust .

13  
14 The document purporting to be an  
15 “American Mortgage Network, Inc. DBA Amnet Mortgage ” dated Assignment  
16 Date  
17 is Invalid as an American Mortgage Network, Inc. DBA Amnet Mortgage

18  
19 *Black’s Law Dictionary defines the term valid as “having legal strength or force,*  
20 *executed with proper formalities, incapable of being rightfully overthrown or sent*  
21 *aside... Founded on trust of fact; capable of being justified; supported, or*  
22 *defended; not weak or defective... of binding force; legally sufficient or*  
23 *efficacious; authorized by law... as distinguished from that which exists or took*  
24 *place in fact or appearance, but has not the requisites to enable it to be*  
*recognized and enforced by law.”(See Black’s Law Dictionary, Sixth Edition,*  
*1990, page 1550)*

25 38. There is a document purporting to be a “Assignment of Note and Deed of Trust ” dated  
26 September 10, 2008 recorded September 30, 2008 in the Official Records of Williamson  
27 County, Texas as ins# 2008075222 signed by David Deybold, as Assistant Secretary and  
28 notarized September 10, 2008 by Suzanne Stanley, TX where Mortgage Electronic Registration

1 Systems, Inc., as Nominee grants, assigns, and transfers to Wells Fargo Bank, N.A. all  
2 beneficial interest under a Deed of Trust dated October 9, 2004

3  
4 39. First and most importantly the original lender, American Mortgage Network, Inc. DBA  
5 Amnet Mortgage gave up all rights to the Campbell Intangible Obligation to the Government  
6 National Mortgage Association , shortly after signing . Once American Mortgage Network, Inc.  
7 DBA Amnet Mortgage had given up the rights to **the** Campbell Intangible Obligation, the  
8 rights to the Campbell Intangible Obligation was stripped away from the rights to the Campbell  
9 Note and the rights to the Campbell Deed of Trust . American Mortgage Network, Inc. DBA  
10 Amnet Mortgage could transfer beneficial rights to the Campbell Note or Deed of Trust ,  
11 however, that beneficial interest would not include rights to the Campbell Intangible  
12 Obligation.

13 40. The consequences of the rights to the Campbell Intangible Obligation being stripped  
14 away from the beneficial interests of the Campbell Note and Deed of Trust means the Campbell  
15 Note is without an Intangible Obligation to evidence and the Campbell Deed of Trust is without  
16 an Intangible Obligation to enforce conditions against.

17 41. American Mortgage Network, Inc. DBA Amnet Mortgage or their nominee MERS can  
18 assign beneficial interest in the Campbell Deed of Trust , albeit with no rights to the Campbell  
19 Intangible Obligation, to whomever they please. In order for this document purporting to be an  
20 “American Mortgage Network, Inc. DBA Amnet Mortgage ” to be valid as an American  
21 Mortgage Network, Inc. DBA Amnet Mortgage however, it would have to be determined if a  
22 transfer could be made to the assignee. I will explain how transfer to the assignee named could  
23 not have been accomplished by this document purporting to be an “American Mortgage  
24 Network, Inc. DBA Amnet Mortgage ”.

25 42. Wells Fargo Bank, N.A. , the assignee, is the servicer of the Campbell Intangible  
26 Obligation for the Government National Mortgage Association . Under the Consumer Credit  
27 Protection Act Title 15 USC Chapter 41 § 1641(f) any treatment of the Servicer of the Campbell  
28 Intangible Obligation as an Owner of the Campbell Intangible Obligation would be in violation  
of Federal Statute. As this assignment to Wells Fargo Bank, N.A. would be in violation of  
Federal Statute, if Wells Fargo Bank, N.A. was not the Owner of the Campbell Intangible



1 Obligation Wells Fargo Bank, N.A. claim of rights to the Campbell Intangible Obligation is  
2 either a fraudulent claim or the Wells Fargo Bank, N.A. actions under the claim of ownership  
3 are in violation of Federal Law.

4 15 USC Chapter 41 § 1641(f) ***Treatment of servicer***

5 ***(1) In general***

6 *A servicer of a consumer obligation arising from a consumer credit transaction shall*  
7 *not be treated as an assignee of such obligation for purposes of this section unless*  
8 *the servicer is or was the owner of the obligation.*

9 ***(2) Servicer not treated as owner***

10 ***on basis of assignment for administrative convenience***

11 *A servicer of a consumer obligation arising from a consumer credit transaction shall*  
12 *not be treated as the owner of the obligation for purposes of this section on the basis*  
13 *of an assignment of the obligation from the creditor or another assignee to the*  
14 *servicer solely for the administrative convenience of the servicer in servicing the*  
15 *obligation. Upon written request by the obligor, the servicer shall provide the*  
16 *obligor, to the best knowledge of the servicer, with the name, address, and telephone*  
17 *number of the owner of the obligation or the master servicer of the obligation.*

18 43. In the document purporting to be an “American Mortgage Network, Inc. DBA Amnet  
19 Mortgage ” dated Assignment Date MERS is the entity granting, assigning, and transferring all  
20 beneficial interest in the Campbell Deed of Trust to Wells Fargo, N.A.

21 44. As explained earlier the beneficial interest of American Mortgage Network, Inc. DBA  
22 Amnet Mortgage did not include rights to the Campbell Intangible Obligation shortly after Loan  
23 Date. Certainly MERS as nominee for American Mortgage Network, Inc. DBA Amnet Mortgage  
24 can only assign the beneficial interest of American Mortgage Network, Inc. DBA Amnet  
25 Mortgage and no more.

26 45. MERS can not act on its own behalf as party of rights to the Campbell Deed of Trust .

27 46. MERS is named completely contradictorily on the Campbell Deed of Trust as both solely  
28 nominee and as beneficiary on the face of the Campbell Deed of Trust .

47. MERS never had any interest at all in the Campbell Note evidencing the Campbell  
Intangible Obligation. MERS has no financial or other rights to whether or not the loan is repaid.

1 48. MERS is not the owner of the Campbell Note secured by the Campbell Deed of Trust and  
2 has no rights to the payments made by Alvie and Julia Campbell on the Campbell Note....  
3 MERS is not the owner of the servicing rights relating to the Campbell Intangible Obligation and  
4 MERS does not service any loans, ever. The beneficial interest in the mortgage (or the person or  
5 entity whose interest is secured by the mortgage) runs to the owner and holder of the Campbell  
6 Note which must evidence the Campbell Intangible Obligation. In essence, MERS merely and  
7 only immobilizes the mortgage lien while transfers of the promissory notes and servicing rights  
8 continue to occur.

9 49. As explained previously, any electronic transfers of the Campbell Deed of Trust that may  
10 have been executed without recording within the Official records of Williamson County Record  
11 are void under Uniform Electronic Transactions Act (UETA) USC § 15-96-1-7003.

12 *USC § 15-96-1-7003*

13 *(a) Excepted requirements*

14 *The provisions of section 7001 of this title shall not apply to a contract or other*  
15 *record to the extent it is governed by—*

16 *(3) the Uniform Commercial Code, as in effect in any State, other than*  
17 *sections 1-107 and 1-206 and Articles 2 and 2A.*

18 Additionally, United States Code considers that anyone certifying that a real estate instrument  
19 has been assigned when in fact it has not, is guilty of a felonious criminal act.

20 *Title 18 USC chapter 47 § 1021*

21 *Whoever, being an officer or other person authorized by any law of the*  
22 *United States to record a conveyance of real property or any other*  
23 *instrument which by such law may be recorded, knowingly certifies falsely*  
24 *that such conveyance or instrument has or has not been recorded, shall be*  
25 *fined under this title or imprisoned not more than five years, or both.*

26 50. MERS has emphatically stated under its own agreement with its mortgage- lender  
27 members, that MERS "cannot exercise, and is contractually prohibited from exercising, any of  
28 the rights or interests in the mortgages or other security documents" and that MERS has "no  
rights whatsoever to any payments made on account of such mortgage loans, to any servicing  
rights related to such mortgage loans, or to any mortgaged properties securing such mortgage

1 loans *Mortgage Electronic Registration Systems, Inc. v. Nebraska Dept. of Bnkng and Fin.*, 704  
2 N.W.2d 784 (Neb. 2005), Brief of Appellant at 11-12.

3  
4  
5 Interest in the Campbell Intangible Obligation  
6 Can Not be Rejoined to Interest in the  
7 Campbell Note or the Campbell Deed of Trust

8  
9 51. Government National Mortgage Association have rights to the Campbell Intangible  
10 Obligation. the Government National Mortgage Association have yet to all and each be named  
11 as payee on the Campbell Note and do not now have rights to the Campbell Note. For the  
12 Government National Mortgage Association to gain rights to the Campbell Note, the  
13 Government National Mortgage Association would have to all and each be named payee.

14 52. There is no possible way for the Campbell Note to be transfered to all and each multiple  
15 class of the Government National Mortgage Association for the partial rights to the Campbell  
16 Intangible Obligation that each owns. Interest in the Campbell Intangible Obligation and rights to  
17 the Campbell Note will remain separate.

18 53. Because rights to the Campbell Deed of Trust was separated from rights to the Campbell  
19 Intangible Obligation, and will remain separate the Campbell Deed of Trust , is left with no way  
20 to enforce its conditions over the obligation which should be evidenced by the Campbell Note,  
21 making the Campbell Deed of Trust an unenforceable contract.

22  
23 No One Can Claim the Right to Enforce  
24 the Campbell Note

25  
26 54. The Campbell Note has been indorsed by Original Lender the original lender. The  
27 indorsement states “Pay to the Order of Wells Fargo Bank, N.A. without Recourse”. This  
28 constitutes a negotiation under UCC concerning negotiable instruments. With the payee named,  
clearly Original Lender, has released all interest in the Campbell Note to Payee #1.

1  
2 *V.T.C.A., Bus. & C. § 7.501*

3 *§ 7.501. Form of Negotiation and Requirements of Due Negotiation*

4 *(a) The following rules apply to a negotiable tangible document of title:*

5 *(1) If the document's original terms run to the order of a named person, the*  
6 *document is negotiated by the named person's indorsement and delivery. After the*  
7 *named person's indorsement in blank or to bearer, any person may negotiate the*  
8 *document by delivery alone.*

9 55. The Campbell Note has also been signed by Wells Fargo Bank, N.A. The instructions  
10 preceding the signature states "Pay to the Order of \_\_\_\_\_ without Recourse". With the  
11 instructions of the signer incomplete, this signature does not constitute a negotiation under UCC  
12 Article 3 and is not an indorsement in blank. With no payee is yet named, no transfer has  
13 occurred through which rights could be acquired.

14 56. Wells Fargo Bank, N.A. along with signing away all rights to the Campbell Note wrote  
15 instructions that made its intention of negotiation of the Campbell Note clear. The clear intention  
16 was the Wells Fargo Bank, N.A. negotiation of the Campbell Note will only be complete when  
17 the payee is named. The Campbell Note with an as of yet unnamed payee is not and can not be  
18 treated as, a "bearer" instrument as no person will acquire any right to the Campbell Note until a  
19 payee is named.

20 UCC article § 3-110. *Identification of person to whom instrument is payable.*

21 *(a) The person to whom an instrument is initially payable is determined by the*  
22 *intent of the person, whether or not authorized, signing as, or in the name or*  
23 *behalf of, the issuer of the instrument. The instrument is payable to the person*  
24 *intended by the signer even if that person is identified in the instrument by a name*  
*or other identification that is not that of the intended person.....*

25 57. Under UCC article 3 § 203(a) a transfer of the Campbell Note through which rights can  
26 be acquired by a transferee is defined as a delivery from one person to another person.

27  
28 UCC article 3 § 203(a) *Transfer of instrument; rights acquired by transfer.*

1            *(a)An instrument is transferred when it is delivered by a person other than its*  
2            *issuer for the purpose of giving to the person receiving delivery the right to enforce*  
3            *the instrument.*

4 58.        When Wells Fargo Bank, N.A. signed away all rights to the Campbell Note to an as of  
5 yet to be named payee, Wells Fargo Bank, N.A. did not deliver the Campbell Note to another  
6 person as required of a transfer through which rights can be acquired.

7 59.        Ignoring that all rights were released upon signature, or that the signing away of all rights  
8 did not accomplish a negotiation of the Campbell Note, Wells Fargo Bank, N.A. no longer has  
9 the entire rights to the Campbell Note. Wells Fargo Bank, N.A. must have an entire interest in  
10 the Campbell Note for a negotiation to occur. The intangible interest in the Campbell Note has  
11 been transferred to multiple classes of the MBS Name Trust Agency Trust Name. Wells Fargo  
12 Bank, N.A. 3 can no longer claim the entire rights to the Campbell Note. Wells Fargo Bank,  
13 N.A. can not accomplish a negotiation of the Campbell Note.

14 60        Under V.T.C.A., Bus. & C. § 7.501 , Wells Fargo Bank, N.A. is now the only party that  
15 can accomplish a negotiation of the Campbell Note. Under V.T.C.A., Bus. & C. § 3.203 (d) a  
16 negotiation of the Campbell Note can not occur until Wells Fargo Bank, N.A. regains an entire  
17 interest in the Campbell Note. Wells Fargo Bank, N.A. can not accomplish a negotiation of the  
18 Campbell Note because Wells Fargo Bank, N.A. can no longer claim the entire rights to the  
19 Campbell Note . MBS Name Trust Agency Trust Name a negotiation of the Campbell Note can  
20 not occur until Wells Fargo Bank, N.A. regains the entire rights to the Campbell Note.

21            V.T.C.A., Bus. & C. § 3.203(d)

22            *(d) If a transferor purports to transfer less than the entire instrument, negotiation of*  
23            *the instrument does not occur. The transferee obtains no rights under this article*  
24            *and has only the rights of a partial assignee.*

25 61.        Wells Fargo Bank, N.A. transferred the rights to the Campbell Intangible Obligation to  
26 multiple classes of the MBS Name Trust Agency Trust Name and released the rights to the  
27 Campbell Note without naming a transferee. The rights to the Campbell Obligation were  
28 transferred to Government National Mortgage Association so the Campbell Note will travel on

1 without the rights to the Campbell Obligation. Whoever becomes the transferee of the Campbell  
2 Note, through being named payee, will not acquire the right to enforce the Campbell Note .

3  
4 The Terms of the Campbell Deed of Trust have been Violated  
5 and the Campbell Deed of Trust is Unenforceable

6  
7 62. Wells Fargo Bank, N.A. has released all interest in the Campbell Note to an as of yet  
8 unnamed payee. The Campbell Deed of Trust as a contract can only enforce its contractual  
9 terms against the Campbell Intangible Obligation while the Campbell Intangible Obligation  
10 evidenced by the Campbell Note..

11 63. The Campbell Deed of Trust is governed by Texas State Law and Federal Law  
12 recognizes and requires properly recordation of assignment to transfer the rights to the Campbell  
13 Deed of Trust .

14  
15 It has been explained earlier, how it is not possible for ownership of the Campbell Deed of Trust  
16 to have been assigned to Assignee.

17 64. There is an assignment of the Campbell Deed of Trust recorded in the Williamson  
18 County Record, with Original Lender releasing the rights to the Campbell Deed of Trust  
19 intending that transfer to be to Assignee. However, Wells Fargo Bank, N.A. released, through  
20 signature, the rights to the Campbell Note, evidencing the obligation, to however wishes to fill in  
21 the payee line. Assignee, may now attempt to claim rights to the Campbell Deed of Trust but  
22 those rights would have nothing to enforce the Campbell Deed of Trust contractual terms  
23 against. The Campbell Deed of Trust is an unenforceable contract.

24  
25 65. The rights to the Campbell Deed of Trust are no longer with Original Lender, yet no one  
26 else has any authority to enforce its terms, while the Campbell Note is waiting for someone to  
27 acquire rights. The Campbell Deed of Trust is an unenforceable contract, no longer being tied to  
28 an obligation to enforce its contractual terms over.

1 66. Under long existing contract law, if the terms of a contract are violated, affecting the  
2 conditions under which the Payor is obligated, without the properly evidenced consent of the  
3 Payor, that contract is void and cannot be returned to without the consent of the Payor. Even if  
4 the rights to the Campbell Note and the Campbell Deed of Trust , could be rejoined, the  
5 Campbell Mortgage, as a now unenforceable contract, no longer being tied to an obligation to  
6 enforce its contractual terms over, can not be returned to being an enforceable contract without

7 With Interest in the Campbell Intangible Obligation  
8 Stripped Away and No Way to Enforce the Conditions  
9 Under the Campbell Deed of Trust  
10 the Campbell Mortgage Contract is a Nullity

11 67.. The ownership Campbell Intangible Obligation was separated from the rights to the  
12 Campbell Note and the rights to the Campbell Deed of Trust , leaving the Campbell Note no  
13 Intangible Obligation to evidence and Campbell Deed of Trust no Intangible Obligation to  
14 enforce conditions over.

15 68. American Mortgage Network, Inc. DBA Amnet Mortgage retained no beneficial interest  
16 in the Campbell Intangible Obligation after selling the Campbell Intangible Obligation to the  
17 Government National Mortgage Association shortly after signing. No acceptable assignments of  
18 the Campbell Deed of Trust to all and each multiple class of the Government National Mortgage  
19 Association have been recorded into the Williamson County Recorder's Office. There is no  
20 evidence of negotiations of the Campbell Note to all and each multiple class of the Government  
21 National Mortgage Association . With no properly recorded owner of the Campbell Deed of  
22 Trust there is no one to enforce the conditions over the Campbell Intangible Obligation which is  
23 no longer evidenced by the Campbell Note. The Campbell Intangible Obligation is no longer  
24 secured by the Campbell Property.

24 //  
25 //  
26 //  
27 //  
28 //

1 56. With no specific properly secured owner of the limited beneficial interest of the  
2 Campbell Note there is no way to enforce the stripped away Campbell Intangible Obligation  
3 through the Campbell Note.  
4

5 I, Joseph R. Esquivel Jr., am not an Attorney and nothing within this Affidavit should be  
6 construed as Legal Opinion or Legal Advice as it is not.

7 I, Joseph R. Esquivel Jr., declare, verify and state under penalty of perjury that the foregoing is  
8 true and correct.  
9

10 By \_\_\_\_\_ Executed on \_\_\_\_\_

11 Joseph R Esquivel, Jr.  
12 Private Investigator License # A18306  
13 Mortgage Compliance Investigators

14 STATE OF TEXAS )  
15 )  
16 COUNTY OF TRAVIS )

17 Subscribed and sworn to (or affirmed) before me, \_\_\_\_\_,

18 Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by

19 \_\_\_\_\_, Proved to me on the basis of satisfactory evidence  
20 To be the person(s) who appeared before me. WITNESS my hand and official seal.  
21

22 \_\_\_\_\_  
23 Notary Public  
24  
25  
26  
27  
28