

Come on Judge, are you blind?

ORDER FOR FORECLOSURE

CAME ON before the court for consideration the Application for Order Permitting Foreclosure of Lien Created under Tex. Const. art. XVI, §50a(6) ("Application"), of American Home Mortgage Servicing, Inc. ("Applicant"), as servicing agent for DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR ARGENT SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-W5, its successors in interest and assigns. The Application seeks an order pursuant to Tex. Const. art. XVI, §50a(6)(D), and rules 735 and 736 of the Texas Rules of Civil Procedure allowing Applicant to proceed with foreclosure of a lien created under Tex. Const. art. XVI, §50a(6), on real property (the "Property") with a mailing address of 1826 CHINO VALLEY TRAIL, ROUND ROCK, TX 78664 and legally described as:

Does the Judge not understand what those words mean? "Pass-Through Certificate"?

When a respondent, has not provided a response, and whom would have ever known that servicing agents like American Home Mortgage Servicing, Inc. provide inaccurate information to the courts, these "agents" can get away with a "Free House" and the Judge calls the homeowner a "Deadbeat".

The Court finds that the Application complies with rule 736(1) of the Texas Rules of Civil Procedure; that SHARON A. RAGSDALE ("Respondent") has not previously filed a response; that a copy of the notice and a certificate of service required by rule 736(2) of the Texas Rules of Civil Procedure have been on file with the clerk of the Court for at least ten days, exclusive of the date of filing; and that Applicant has proved the elements of rule 736(1)(B) of the Texas Rules of Civil Procedure.

THE COURT THEREFORE GRANTS Applicant's Application for Order Permitting Foreclosure of Lien Created under Tex. Const. art. XVI, §50a(6).

FILED
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Excuse me Judge, but let's look at the Lien governed by the Constitution that is supposed protect the homeowner/borrower from unfair practices of foreclosure.

Question the intangible "Lender", not the tangible borrower

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[Space Above This Line for Recording Data]

THIS SECURITY INSTRUMENT SECURES AN EXTENSION OF CREDIT AS DEFINED BY SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.

TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien)

This Security Instrument is not intended to finance Borrower's acquisition of the Property.

NOTICE OF CONFIDENTIALITY RIGHTS:

If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated October 24, 2005 together with all Riders to this document.

(B) "Borrower" is Abraham Lincoln

Borrower is the grantor under this Security Instrument.

(C) "Lender" is Argent Mortgage Company, LLC

Lender is a Limited Liability Company organized and existing under the laws of Delaware

0089433270 9706

TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien)-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP-8036(TX) (0310) Form 3044.4 1/01
(rev. 10/03)

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Initials

VMP Mortgage Solutions (800)521-7291

10/24/2005 7:38:35 AM

Lender's address is One City Boulevard West Orange, CA 92868

Lender includes any holder of the Note who is entitled to receive payments under the Note. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is

Lawrence Young

Trustee's address is

Three Allen Center, 33 Clay, 29th Floor

Houston, Texas 77002

(E) "Note" means the promissory note signed by Borrower and dated October 24, 2005

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Extension of Credit" means the debt evidenced by the Note, as defined by Section 50(a)(6), Article XVI of the Texas Constitution and all the documents executed in connection with the debt.

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(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the laws of Texas. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

Governing Law: Texas Local Government Code §192.007 for the Security Instrument, once filed in Texas. Uniform Commercial Code, Article 3 [UCC 3] for the paper Note. Where is the perfected chain of title?

The following covenant 19, provides the identity of an intangible. A paper security instrument cannot follow multiple Notes. It is a logical impossibility, unless it is intangible. In essence, this section 19 provides the "originator" of this covenant 19, the avenue to the securities markets.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance; Lender's Right-to-Comply. 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. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law.

In MERS, GSE intangible terms, the potential tangible borrower, is being notified that the lender intends to opposite age old understanding of "the mortgage follows the note", theory stated by the U.S. Supreme Court in *Carpenter v. Longan* by somehow, converting the tangible security instrument to become a transferable record governed by E-SIGN and UETA, apart from the tangible paper note, governed by UCC 3. Not only was the paper [real property] security instrument converted to electronic and separated from the paper note, the value of the paper note was placed into the electronic promissory note. Once this was accomplished, and the realization that the electronic promissory note has no law to show support for its value, how can the value of a valueless electronic promissory note be re-attached to the once negotiable instrument?

The verbiage following the "Sale of Note", is a clear indication of intangible transactions. "*There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note.*" "*If the Note is sold and thereafter the Loan is*

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serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser."

These "Loan Servicers" are electronic promissory Note "loan servicers" for an intangible transferable record registered in an electronic promissory note registrations system.

There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Extension of Credit is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

This section is what allows a MERS member to manipulate the court system to foreclose on a Constitutionally governed Lien, without disclosing to the Courts, the real truth of the MERS member using a transferable record to sway the judge in a MERS members favor..

The lien evidenced by this Security Instrument may be foreclosed upon only by a court order. Lender may, at its option, follow any rules of civil procedure promulgated by the Texas Supreme Court for expedited foreclosure proceedings related to the foreclosure of liens under Section 50(a)(6), Article XVI of the Texas Constitution ("Rules"), as amended from time to time, which are hereby incorporated by reference. The power of sale granted herein shall be exercised pursuant to such Rules, and Borrower understands that such power of sale is not a confession of judgment or a power of attorney to confess judgment or to appear for Borrower in a judicial proceeding.

IF, the lender invokes the power of sale; Pretender Lenders are misapplying this covenant utilizing transferable records instead of paper evidence to prove they are the secured creditor of record..

22. Power of Sale. It is the express intention of Lender and Borrower that Lender shall have a fully enforceable lien on the Property. It is also the express intention of Lender and Borrower that Lender's default remedies shall include the most expeditious means of foreclosure available by law. Accordingly, Lender and Trustee shall have all the powers provided herein except insofar as may be limited by the Texas Supreme Court. To the extent the Rules do not specify a procedure for the exercise of a power of sale, the following provisions of this Section 22 shall apply, if Lender invokes the power of sale. Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by Applicable Law. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public venue. The sale must begin at the

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This is utilized by many MERS members to confuse many even more. Look into public records and find these releases followed by another security instrument. For those whom will pay off their loans, this will be when “the borrower whom paid all these years”

23. Release. Within a reasonable time after termination and full payment of the Extension of Credit, Lender shall cancel and return the Note to the owner of the Property and give the owner, in recordable form, a release of the lien securing the Extension of Credit or a copy of an endorsement of the Note and assignment of the lien to a lender that is refinancing the Extension of Credit. Owner shall pay only recordation costs. **OWNER'S ACCEPTANCE OF SUCH RELEASE, OR ENDORSEMENT AND ASSIGNMENT, SHALL EXTINGUISH ALL OF LENDER'S OBLIGATIONS UNDER SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.**

Borrower understands that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that the Note is given without personal liability against each owner of the Property and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, Lender can enforce its rights under this Security Instrument solely against the Property and not personally against the owner of the Property or the spouse of an owner.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]

YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THIS EXTENSION OF CREDIT WITHOUT PENALTY OR CHARGE.

The judge usually says something like “Well, You signed the Note didn’t you”? And usually the honest homeowner borrows agrees. What the judge apparently does not know, is the “agent” for the pretender Lender, never mentions what “Note” he/she is speaking of. Is it a tangible Note or is it an intangible Note. There is a big difference.

For the Note to continue to be secured by the security instrument, recordation is a MUST in Texas. If not, the Deed is Lost. No more security instrument, by operation of law.

So how did Deutsche Bank National Trust company, as Trustee under a pooling and servicing agreement dated December 1, 2005, become involved? Slickery trickery, my friends. One agent, Crystal Moore, Citi Residential Lending, as “Attorney-in-Fact” for Argent mortgage Company, LLC created an instrument that most would believe to be an instrument eligible for recording according to Texas Property Code 13.001;

Sec. 13.001. VALIDITY OF UNRECORDED INSTRUMENT. (a) 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

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valuable consideration without notice unless the instrument has been acknowledged, sworn to, or proved and filed for record as required by law.

IN WITNESS WHEREOF, the said corporation has caused these to be signed by its duly authorized officer, THIS 20TH DAY OF JANUARY IN THE YEAR 2009
CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC

By:   a.k.a. "Robo-Signer"
CRYSTAL MOORE VICE PRESIDENT

CORPORATE ASSIGNMENT OF DEED OF TRUST

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC, WHOSE ADDRESS IS 10801 E. 6TH STREET, RANCHO CUCAMONGA, CA 91730, (ASSIGNOR) by these presents does convey, grant, sell, assign, transfer and set over the described deed of trust together with the certain notes described therein together with all interest accrued thereby, all liens, and any rights due or to become due thereon to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR ARGENT SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-W5, UNDER THE POOLING AND SERVICING AGREEMENT DATED DECEMBER 1, 2005, WHOSE ADDRESS IS 176 EAST ST. ANDREW PLACE, SANTA ANA, CA 92705-4934. (ASSIGNEE)

Said Deed of Trust dated 10/24/2005 executed by SHARON A. RAGSDALE and recorded as Instr# 2005086851 in Book , Page in the records of Real Property of WILLIAMSON County, Texas.

The A,B,C's of 192.007

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- (B) "Borrower" is SHARON A RAGSDALE
Borrower is the grantor under this Security Instrument.
- (C) "Lender" is Argent Mortgage Company, LLC

The loan was securitized.

According to most Pooling and Servicing Agreements, The Broker, Originating Lender, will indorse the Note "In blank" to the depositor. The depositor will pass the note along to the sponsor. The Originating lender records the deed of trust into public records, prior the sponsor, depositor recording the deed of trust. Oh, but wait, the depositor or sponsor does not record the deed of trust do they? So if the judge would have paid abit of attention to detail, the wording should have been enough to raise a red flag.

Home Mortgage Servicing, Inc. (Applicant), as servicing agent for DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR ARGENT SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-W5, its successors in interest and

CRIL#: 0089433270
Assigned L#: 4000995235
Investor L#: 0089433270
Custodian: 85
Effective Date: 02/11/2009

Then, how about this information? Investor? Custodian?

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