

Ode to Mode

In the beginning was the originating broker acting as an agent to the originating lender, and was assumed the lender held a valid original promissory Note and a valid deed of trust securing the promissory Note. The broker acting as an agent for the lender may have sold beneficial interests in the Note to investors. The investors received payments from the promissory note while the originating lender, by agency relationship, held the note and deed of trust. To provide constructive notice and show the investors a “secured” payment stream, the originating lender recorded the lien in public land records usually where the real property is located to reflect that the payments were related to an obligation and secured by real property, but such recordation does not show the true path of the monetary value.

An ideal was put into place to entice corporations like the originating lender to accomplish similar tasks it previously performed in a different fashion. Mass marketing and publicity was readily available to convince the masses. Laws were created and modified to provide the impression this new system of record would work successfully.

Through the ignorance of the originating lender, it decided to become a member of a system unsuspectingly similar to a ponzi scheme. The originating lender gathered the documentation related to the original promissory note and deed of trust lien, and because the originating lenders membership was related to an electronic registration system, the originating lender would need to convert the paper to electronic form so the originating lender could upload the scanned information to the system. However, for the originating lender to upload the “mortgage information”, there would need to be some way to identify what the originating lender was uploading.

On the other side of the website was the owner who was providing the “system” for those whom chose to become members. And due to concerns of the magnitude of possible devastation, the owner would need to convince its members it was viable and would have as little economic impact as possible on other entities within the membership realm. The owner also provided the unique numbering system for its members to help solve any confusion as to what electronic record belonged to whom. However this numbering system was only reflecting transferred interests in the electronic record. The electronic record is intangible. The interests in the electronic record transferred are intangible interests.

The owner provided that an electronic record must be created in order for the member to register a “mortgage loan” in the owners computer program. Once such electronic record was registered, any further electronic records related to the original electronic record could easily be uploaded and attached, or transferred.

Ode to Mode

The owner provided that every time the electronic record was transferred or assigned the member would not be required to record a document in public records related to the electronic record.

The owner provided material that would help the originating lender manage the electronic record by allowing the electronic record to be divided into multiple electronic records similar the way the originating lender was selling “interests” before he became a member.

So, the originating lender compiles all the paper “mortgage loan” together, converts it to electronic form, creates an electronic record, registers the electronic record of the “mortgage loan”, then offers “interests” in the electronic record.

As a member, the originating lender who registered the electronic record, would be the servicer since the real estate mortgage loan borrower knew it was the lender. When the originating lender decides to transfer a “right” in the electronic record, such as “servicing rights”, it is another member who is usually chosen to service the electronic record. Whether there was notification required to notice the real estate mortgage loan borrower that there was a change in the electronic record servicer does not appear to be an issue because that is between members. Nevertheless, if the originating lender decided for some other “servicer” to become the mortgage servicer, federal law requires notice.

When the originating lender decides to transfer a “right” in the electronic record, such as “beneficial ownership rights”, it is another member who is usually chosen to received the “beneficial ownership rights” of the electronic record. Sometimes called an investor. This transfer of beneficial ownership rights is not required to be recorded with the clerk of county records.

At some point, somehow, someone, decides that repossession is needed. The real estate mortgage loan borrower is notified by a member of the registration system that some type of default has occurred. The member can go as far as suggesting the real estate mortgage loan borrower get behind so real estate mortgage loan borrower might qualify for a loan modification or some other assistance. This may drag out for a period of time. This allows for the member to attempt to recover on an electronic record containing the “mortgage loan” information the originating lender provided when the electronic record was registered into the electronic records computer system.

Fear sets in for the real estate mortgage loan borrower after notice of foreclosure sale is provided to them. According to the “debt collection letter”, the real estate mortgage loan borrower must vacate the property. Usually the individuals will abide. Some will not.

Ode to Mode

If the real estate mortgage loan borrower continues to be in possession of the property, and no viable recourse was available to resolve the issue, the controller [holder] of the electronic record will somehow use its electronic record as a lawful means to enforce the “power of sale clause” in the scanned copy of the deed of trust that was merged into the electronic record by the originating lender.

To help the members of the electronic record registration system, the owner of the software program designed and created electronic forms the members could use, even though the members had not recognized the form would not work as a lawful means to transfer anything other than the members electronic record. I say this in love, imagine the owner of some “patriot” website providing forms that will get you thrown in jail if you were to actually file or record them. When this MERS system is understood, you will understand what was just written. G. Tommy Bastian used this “Republic of Texas” distraction in his training materials which would take the mind off of the “forms” the new fangled MERS system used. If the MERS forms are good, why aren’t the “Republic of Texas” forms good?

Did the originating lender know what the software owner’s intentions were? Did the originating lender realize it was using something like paypal, or other shopping carts used on sales websites?

Did the originating lender realize or understand that when it agreed to membership it would cause public policy to be thrown out the window? Did the originating lender understand that the electronic record the software owner required to be registered in its computer system was not an equivalent to the real estate mortgage loan the originating lender held when he registered the electronic record? Did the computer software owner lead the originating lender to believe he could transfer the value of the original paper promissory Note and it would possibly meet the requirements of section 3.203(d)?

If the owner of the computer software led the original lender to transfer the value of the original paper promissory Note to the electronic record pursuant to section 3.203(d), what happened to the value of the paper promissory Note? Where did the original paper promissory Note go to after the value was transferred?

If the owner of the computer software led its members to believe it could transfer the value of the electronic record to a copy of an original promissory Note, what law would govern such transfer of value from the electronic record to the copy of the original paper promissory Note?

How did the computer software owner convince its members to use the “I Agree” button for real property transactions, and how does the “I Agree” button conduct actions such as

Ode to Mode

deciding whom it will conduct business with? Did the members not realize “I Agree” can only be instructed to accomplish “this”; “else”, “that”, or “goto”, etc. Many will find the big lie of “MERS”.

Probably more important is how did the computer software owner convince anyone that the “I Agree” button was corporation? Go back and look at the history of the “I Agree” button convincingly called “MERS”.¹ Now can you understand why MERS has no employees? How does an electronic agent hire? It doesn’t. It only deploys.

Whether the website owner was an attorney or not, the originating lender relied upon the website owner to be truthful. According to what the website owner has published, the website owner would be correct. If the website owner is leading the originating lender to believe it is the fix-all for what the originating lender was previously conducting commercial business transactions, the originating lender fell for the ponzi scheme.

Law are laws. E-SIGN is E-SIGN. UETA is UETA. E-SIGN and UETA exclude the laws other than electronic laws. The UCC excludes liens or interest created in liens.

Want to talk about the Constitution and rights that have been violated?

If an individual files a petition against the website owner, that is protected by the Constitution. If the individual demands a jury trial, that is protected by the Constitution.

So, if the website owner in turn files a motion for summary judgment and somehow becomes victor, does this violate the constitutionally protected right of equal due process of law?

So, why does the website owner use so many motions to dismiss or summary judgments against individuals or persons whom attempt to recover from what the website owner or its members conducted unlawfully?

Many worked diligently to make this electronic agent appear legitimate without disclosing it.

All you need to do is read, learn and understand.

Peace be with you,

¹ *“One of the beneficial rights in the trust are the ultimate security holders and again, it's just a name of a field on a system that's not a legal system of record.”*William Hultman