

Texas Conditions Precedent

Sec. 32.21. FORGERY

(a) For purposes of this section:

(1) "Forge" means:

(A) to alter, make, complete, execute, or authenticate any writing so that it purports:

(ii) to have been executed at a time or place or in a numbered sequence other than was in fact the case; or

(B) to issue, transfer, register the transfer of, pass, publish, or otherwise utter a writing that is forged within the meaning of Paragraph (A); or

(2) "Writing" includes:

(A) printing or any other method of recording information;

Sec. 32.32. FALSE STATEMENT TO OBTAIN PROPERTY OR CREDIT OR IN THE PROVISION OF CERTAIN SERVICES

(a) For purposes of this section, "credit" includes:

(1) a loan of money;

(4) comaking, endorsing, or guaranteeing a note or other instrument for obtaining credit;

(b) A person commits an offense if he intentionally or knowingly makes a materially false or misleading written statement to obtain property or credit, including a mortgage loan.

Sec. 37.01. DEFINITIONS

(2) "Governmental record" means:

(A) anything belonging to, received by, or kept by government for information, including a court record;

Sec. 37.09. TAMPERING WITH OR FABRICATING PHYSICAL EVIDENCE

(a) A person commits an offense if, knowing that an investigation or official proceeding is pending or in progress, he:

(2) makes, presents, or uses any record, document, or thing with knowledge of its falsity and with intent to affect the course or outcome of the investigation or official proceeding.

Sec. 37.10. TAMPERING WITH GOVERNMENTAL RECORD

(a) A person commits an offense if he:

- (1) knowingly makes a false entry in, or false alteration of, a governmental record;
- (2) makes, presents, or uses any record, document, or thing with knowledge of its falsity and with intent that it be taken as a genuine governmental record;
- (3) intentionally destroys, conceals, removes, or otherwise impairs the verity, legibility, or availability of a governmental record;
- (4) possesses, sells, or offers to sell a governmental record or a blank governmental record form with intent that it be used unlawfully;
- (5) makes, presents, or uses a governmental record with knowledge of its falsity; or

To understand the fraud in action one must look beyond civil aspects of law and to explain the writer will use a 1, 2, 3 step by step approach, where definitions will be provided in the step by step analysis.

1. The owner of real property (first party) offers to sell the property to a buyer (second party).
2. Second party agrees to purchase the property from first party.
3. The closing contract for purchase provides the first party will be paid by a fourth party (table funding agent via use of investor pledge of money) and the second party will become obligated to the third party for the third party advancing funds to the fourth party. (Distinct and separate contract whereas the buyer is not a party to the table funding contract between third and fourth parties.)
4. Third party in table funding the payment to the first party required second party to pledge the property as an alternate means of payment to secure the payment of a promissory note.
5. For the second party to be able to pledge the real property as an alternate the second party by law is required to be the record owner of the real

property. To meet such pledging the first party transfer title of the real property (colorable claim) to the second party by means of Warranty Deed. (Various deed of transfer exists, Special Warranty Deed, General Warranty Deed, Warranty Deed with Vendor's Lien, etc...)

6. Utilizing a Warranty Deed with a Vendor's Lien where lawful also imposes a future duty upon the first party to release the lien upon receiving payment from the fourth party. In Texas it is not uncommon to find the first party has assigned this lien right to the third party thereby making the third party liable for releasing the lien which is required by law as such lien became a nullity upon the first party being paid. [As such vendor's lien has not been released of record, Texas County recorders offices have been deprived of a tax payment. Texas statutory law allow for a title company to file a release of the vendor's lien for the once "secured party."
7. Logic notes commonly if not most all the time the third party is identified upon the promissory note as the "Payee" and for a valid "security instrument/Deed of Trust" is the Grantee [secured creditor] directly or **by agency relationship. [emphasis added]**
8. The original third party [Payee/Grantee] routinely sells or has sold the tangible obligation to a subsequent Tangible Obligee.
9. The alleged original Secured Party/Payee in many cases at this stage of securitization not being learned in law applicable beyond in example, TILA, RESPA, Regulation Z, etc... is just a mortgage broker or similar and is unaware of a crime being perpetrated. Why does the writer use the term alleged, simple, many of the uniformed security instruments now used contain verbiage in the Obligor/Grantors security instrument that states a partial interest in the Obligor's Note is to be sold and in Texas the Deed of Trust in accordance to the verbiage is to be attached to this

newly created Intangible Obligation which is in contradiction to law and court opinions all the way back to the United States Supreme Court opinion in Carpenter versus Longam in the 1800's. [As the contract **“Deed of Trust”** was created by learned in law applicable to the primary market (Tangible) and the secondary market (Intangible) there is to a learned prudent person an intentional and knowing.] {Therefore in accordance to Texas Penal Code the threshold to prove intentional and knowing has been met.} [emphasis added]

10. Once the threshold of intentional and knowing was met under the Texas Penal code(s) Sec 32.32 (b), Sec 37.10 (a) (1), Section 32.21 (a) (1) (A), Section 37.09 (a) (2) as applicable to a legal proceeding, and with the facts filed of record there is sufficient evidence to prove a crime was committed with intention and knowing.
11. Required now is for the reader to understand you need to jump to the end of the cycle of events to prove that **“Conditions Precedent”** did not exist.
12. Trustee Sale Deed is dependent upon a valid security instrument being of record with a proper chain of entitlement rights being assigned from the original Payee/Grantee.
13. Substitution of Trustee is dependent upon a valid security instrument being of record with a proper chain of entitlement rights being assigned from the original Payee/Grantee.
14. Notice of Substitute Trustee Sale is dependent upon a valid security instrument being of record with a proper chain of entitlement rights being assigned from the original Payee/Grantee.
15. Rights to enforce a Deed of Trust as an alternate to payment requires a valid enforceable obligation to have been in default and without a

defense to enforcement in accordance to Texas Business Commerce Code Sec, 3.203 (b).

16. In considering the Deed of Trust contains the method and means to commit a crime, the Deed of Trust itself should be considered as being ineligible for recordation and violates the Statues of Fraud and thus such unlawful instrument provides no rights to any subsequent party.
17. Further deception can be identified by the claim that an indorsement on a negotiable instrument noted as: “Pay to Order Of _____” is not that of a bearer instrument where such definition of Order Paper and Bearer Paper can be found in Texas Business Commerce Code Article 3, Negotiable Instrument. Thus such unlawful statements further note criminal violation as previously identified in this writing.
18. These criminal acts in many cases were not the result of the transferor (party three) but of the transferee (subsequent party as “**Account Debtor**”) and thus in accordance with Texas Business Commerce Code Article 3, “**Account Debtor**” can not be in a lawful position to claim to be “Holder in Due Course” and what was sold was not legal to be sold.

**Ab Initio,
Lacking Conditions Precedent allow for fraud to be permutated.**