

# Ponder This

Ponder this;

“Deeds of trust involve three parties. If you're the borrower, you're called the grantor, or sometimes the trustor. Your lender is the beneficiary because it receives money from you and benefits from the deal. The trustee is effectively your lender's watchdog – he stands by ready to act when you pay off your loan or if you default on the payments.“

Then ponder this;

“Your lender is the beneficiary because it receives money from you and benefits from the deal. The trustee is effectively your lender's watchdog – he stands by ready to act when you pay off your loan or if you default on the payments.”

Ponder this;

“If the borrower defaults on his loan payments, the beneficiary of a deed of trust instructs the trustee to begin foreclosure proceedings. The trustee typically does not need a court's permission to proceed – it can act on its own, which makes the process go more quickly. “

Then ponder this;

“Although the beneficiary and the trustee typically can't be one and the same entity, and even though the trustee has a duty to act impartially, the trustee does have a fiduciary responsibility to the beneficiary.“

Then ponder this;

“A trustee is typically an attorney, a title company, an escrow company, or – in Colorado – a public official.“

Now, think about this;

“Without the trustee to act as an intermediary – such as if the beneficiary and the trustee were the same person or entity – you would effectively have a mortgage instead of a deed of trust. Only two parties<sup>1</sup> would be involved, and they would deal directly with each other. “

The previous information came from an article called “[Can a beneficiary be a Trustee under a Deed of Trust](#)” I've only moved some sentences around from that article to hopefully help you realize what has happened in Texas, and I would imagine many other “lien theory” states. A.k.a., the deed of trust was converted into a “mortgage”, “rights” before your eyes.

Now, think about this;

The alleged deed of trust names a private registry as “beneficiary”. The “beneficiary” initiates foreclosure proceedings. This is an admission that the deed of trust became a mortgage by conversion of the contract wording. This creation of rights is further evidenced in Texas Property code, chapter 51, by section 51.0001(4)(C) which allows for unidentified transactions; and freely allows for documents to be recorded whether the instrument is lawful or not. Whether anyone has looked into this or not, only they would realize just how many laws are being violated by this certain section of the Texas Property code. Nonetheless, the important portion of this debacle is explained as follows;

*“No State shall . .pass . .any law impairing the obligation of contracts.”<sup>2</sup>*

Ponder this;

Why do Texas courts allow such conduct by private registry members, even when such members provide judicial notice of the deed of trust in support of their cause? Are the wo/men in robes

1 “Borrower agrees to use MERS...”; Many Texas courts cases evidence that statement.

2 Article 1, section 10, U.S. Constitution

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ignoring the opportunity to provide justice? Private registry members came into this state, helped modify the laws of Texas to allow for their illegal activity, and encouraged courts to discriminate against a homeowner without giving thought to the actions by the private registry member, or the laws which govern their private transactions. Have you no shame?

Not only was the deed of trust a deed of deceit, so were the enacted sections of the Texas Property Code. Both, the contract, and the law, violates Article 1, section 10 of the U.S. Constitution. Of course, this violation can be found in the Texas Constitution also. This is not to mention Ex Post Facto law which basically means that all the previous case law regarding real property were basically converted from real property to personal property; paper converted to electronic. Surely you realize this? In essence, real property on ex-lax.

There is only one way to create an interest in real property. This is not accomplished, nor governed by the Business and Commerce Code of Texas. An “*interest in*” is not an interest created by a deed of trust. An “*interest in*” is created by conventions of the Business and Commerce Code of Texas which is in regards to “*movables*”, or, in other words, *goods & services*.

Ponder this;

Section 007(a), Chapter 192, Texas Local Government code provides;

- (a) To release, transfer, assign, or take another action relating to an instrument that is filed, 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 as the original instrument was required to be filed, registered, or recorded.

Ponder this; The “*Contract clause of the local government*”

“*To release, transfer, assign, or take another action relating to an instrument that is filed*”

It used to be, this local law was understood, when the “lender”, probably a local public bank would loan money for a “home loan”. In turn the “borrower” provided a deed of trust to the “lender” which created a security, an interest in the land. The “lender” in turn, provided a third party, a trustee, to hold title to the real property during the course of the “obligation”. This article is not about “default”. You cannot default if it cannot be proven. This is about the “lender” recording the deed of trust for “priority” purposes, and also for enforcement purposes. It does not matter about original “lender”, or subsequent “lender”, the process of recording the deed of trust is laid out in §192.007(a).<sup>3</sup>

A+B+C+D= ineligible recording because A records, B records, C records, and D records. If this is not the order, the deed of trust lost its interest in the note. You cannot create an interest unless you create a deed of trust. The Business and Commerce code of Texas does not govern this particular creation of an interest.

Can you not see the Constitutional violations? Do I need to explain in another language?  
Peace be with you,

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<sup>3</sup> “If the MERS system did not exist, MERS members would re-file their deeds of trust with the proper county each time the security instruments are transferred in order to remain perfected.” - [NUECES COUNTY v. MERSCORP HOLDINGS, INC.](#)