

CAUSE NO. 96-239885-09

IN RE: ORDER FOR FORECLOSURE  
CONCERNING

GEOFFREY WILNER

AND

6311 AVANTI DR.  
ARLINGTON, TX 76001  
RESPONDENT(S)

§  
§  
§  
§  
§  
§  
§  
§  
§

IN THE DISTRICT COURT

TARRANT COUNTY, TEXAS

96<sup>TH</sup> JUDICIAL DISTRICT

**ORDER DENYING APPLICATION FOR ORDER FOR FORECLOSURE**

On the 21<sup>st</sup> day of January 2010, came on for hearing the *Application for Order for Foreclosure* filed in the above-entitled cause. The Applicant appeared by and through its attorney of record, and the Respondent appeared in person, *pro se*. The Court, having considered the evidence and the arguments presented, concluded that the application should be, and it is hereby, DENIED.

SIGNED this 25<sup>th</sup> day of January 2010.

  
JUDGE PRESIDING

CAUSE NO. 096 239885 09

**IN RE: Order for Foreclosure  
Concerning**

**Geoffrey Wilner**

**and**

**6311 AVANTI DR.  
ARLINGTON, TX 76001  
Respondent**

§  
§  
§  
§  
§  
§  
§  
§  
§  
§

**IN THE DISTRICT COURT  
  
OF TARRANT COUNTY, TEXAS  
  
\_\_\_\_ JUDICIAL DISTRICT**

**RESPONSE TO APPLICATION FOR ORDER FOR FORECLOSURE**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Defendant Geoffrey Anson Wilner, and files his Response to Deutsche Bank National Trust Company as Trustee in trust for the benefit of the Certificateholders for Argent securities Inc. 2006-W4. Asset-Backed Pass-Through Certificates, Series 2006-W4 Application for Order for Foreclosure and states the following.

1. General Denial - Defendant hereby enters a general denial as permitted by Rule 92 of the Texas Rules of Civil Procedure, and requests that Plaintiff be required to prove by sworn affidavit and by a preponderance of evidence: a.) that their allegations are truthful representations; b.) that their action has merit; c.) that they are the true and lawful party in interest - the holder in due course of a valid debt obligation signed by Defendant Geoffrey Anson Wilner; d.) that their

alleged evidence is not a product of or prelude to fraud, e.) and that they have legal standing to lawfully invoke the jurisdiction of this Honorable Court.

2. Plaintiff lacks standing to invoke TRCP 735 to foreclose - Defendant hereby disputes the application of the Texas Rules of Civil Procedure, Rule 735, by the plaintiffs. Defendant alleges that there exists a genuine attempt by the plaintiffs to deceive. Defendant is supplying all the necessary **Facts** below (no.3 through 39 with detailed explanation of each offense) to prove the following: In an attempt to collect a non valid debt obligation, the plaintiffs committed irreparable fraud by [a] not filing the required notice of assignments as required by the Texas Property Code. (*See attached exhibit M* – Required Assignments chart - *see details below*) [b] manufacturing and filing a fraudulent notice of assignment and furnishing it as proof to the defendant of their rights as holder or holder in due course with rights to enforce (*See attached exhibit P* - package received from Codilis & Stawiarski, P.C. 8/20/09 - *see details below*). [c] deliberately withholding that same notice of assignment from this court to manipulate and deceive in an attempt to conceal from this court a fraudulent act (*See attached exhibit T* - package received from Codilis & Stawiarski, P.C. 9/9/09 - *see details below*). [d] not complying with the Fair trade Collections and Practices Act rules and regulations by not supplying the appropriate information to satisfy the dispute letter (*See attached exhibit R* - complaint to FTC and **exhibit I** - Why the Original chart - *see details below*). [e] violating Florida Statutes – Notary Public laws by creating a fraudulent document and filing it with Tarrant County land records office (*See attached exhibit N* - complaint to Florida notary section - *see details below*). [f] disregarding the rules and regulations of their Pooling and Servicing Agreements and Prospectuses by filing inaccurate reports with the Securities and Exchange Commission (*see details below*) [g] ignoring The Securities Act of 1933 (*see details below*). [h] violating Texas Business and Commerce codes (*see details below*). [i] violating Texas

Property codes (*see details below*). Plaintiffs request this Honorable Court grant foreclosure - despite clear and convincing evidence that Plaintiff is not entitled to the relief sought.

That as a result of the plaintiffs fraudulent actions and inactions they have **no standing** to evoke the jurisdiction of this court and that they will **never** be able to obtain the jurisdiction of this court, therefore this Honorable Court **lacks jurisdiction** to hear this case at hand and should **dismiss this case with prejudice.**

=====

### **FACTS**

Plaintiff lacks standing as they are not holder in due course with rights to enforce

3. Plaintiffs are claiming defendant's indebtedness through a promissory note allegedly held by Deutsche Bank National Trust Company as Trustee in trust for the benefit of the Certificateholders for Argent securities Inc. 2006-W4. Asset-Backed Pass-Through Certificates, Series 2006-W4 and Deutsche Bank National Trust Company and are threatening to foreclosure on the defendant's property and primary residence. *See attached exhibit A*

4. A plaintiff "bears the burden of demonstrating standing and must plead its components with specificity." *Coyne*, 183 F. 3d at 494; *Valley Forge Christian College v. Americans United for Separation of Church & State, Inc.*, 454 U.S. 464 (1982). Should Plaintiffs fail to prove this condition precedent, this Court has no discretionary function but to stop them at the gate and dismiss the action.

5. Proof of Signatures and Status as Holder in Due Course - Defendant claims Plaintiffs are without legal authority to enforce foreclosure and so challenges the validity of the Defendant's signature on the alleged debt obligation Pursuant to the Texas Business and Commerce Code Sections 3.308 (a) "Proof of Signatures and Status as Holder in Due Course" and 3.401 (a) (1) "Signature" relating relevant to the validity of the defendant's signature on the alleged debt obligation being brought before this court; defendant does admit that he signed a debt obligation but the alleged debt obligation in question brought before this court is **not** the same debt obligation that the defendant entered into. *See attached exhibit L*

6. The alleged debt obligation in question, as identified by Codilis & Stawiarski, P.C. and being brought before this court by the plaintiffs, stating that American Home Mortgage Servicing Inc. and Option One Mortgage Company and Deutsche Bank National Trust Company as Trustee in trust for the benefit of the Certificateholders for Argent securities Inc. 2006-W4. Asset-Backed Pass-Through Certificates, Series 2006-W4 and Deutsche Bank National Trust Company are proper parties entitled to payments, is **fraudulent, misleading** and **patently false**. *See attached exhibits A and C / D206085073 - Deed of Trust*

7. Defendant **denies** that any obligation is owed to **either** Deutsche Bank National Trust Company as Trustee in trust for the benefit of the Certificateholders for Argent securities Inc. 2006-W4. Asset-Backed Pass-Through Certificates, Series 2006-W4 **or** Deutsche Bank National Trust Company.

Validity of Fraudulently Created Documents

8. As noted in the transcript of the MEETING OF THE TASK FORCE ON JUDICIAL FORECLOSURE RULES November 7, 2007, (note pages 27, 28 and 33), as found on the Supreme Court of Texas web site (<http://www.supreme.courts.state.tx.us/jfrtf/pdf/110707transcript.pdf>), makes issue with, addresses and discloses the same fraudulent practices, Defendant alleges are taking place in this instant case. *See attached exhibit G*

9. Defendant has therefore been required to expend time and effort to defend an action that has **no legal basis** to support it.

A Broken Chain of Assignments

renders the “Deed of Trust” Void and Unenforceable

under UCC 3-201, 3-204 & 3-302

and as such no triggering of the foreclosure clause in the “Deed of Trust” is possible

=====

The Prospectus

10. Prospectus Definitions: Trustee/Owner/Holder - As defined by the Argent securities Inc. 2006-W4. Asset-Backed Pass-Through Certificates, Series 2006-W4 **Prospectus**; (1) Deutsche Bank National Trust Company as Trustee is of **Trustee** status for the benefit of the Certificateholders, (2) the Certificateholders **were** the reputed **Owner** of this alleged instrument (3) and Deutsche Bank National Trust Company as Custodian for the benefit of the

Certificateholders **was** the reputed **Holder** of the alleged debt obligation in question. *See attached exhibit F*

11. Prospectus Definitions: Separate Entities - As defined by the Argent securities Inc. 2006-W4 Asset-Backed Pass-Through Certificates, Series 2006-W4 **Prospectus**, Argent Mortgage Co. (**originator**) **and** Argent Securities Inc. (**depositor**), are two **separate entities**, as well as Deutsche Bank National Trust Company as **Trustee** for Argent securities Inc. 2006-W4. Asset-Backed Pass-Through Certificates, Series 2006-W4, **and** Deutsche Bank National Trust Company as **Custodian** for Argent securities Inc. 2006-W4. Asset-Backed Pass-Through Certificates, Series 2006-W4, are two **separate entities**.

#### The Pooling and Servicing Agreement

12. Conveyance of Mortgage Loans and the Pooling and Servicing Agreement - Further, the Argent securities Inc. 2006-W4. Asset-Backed Pass-Through Certificates, Series 2006-W4 Pooling and Servicing Agreement Section 2.01 “Conveyance of Mortgage Loans”, defines the process and provides the forms for enforcing foreclosure, by the **Master Servicer**, with very specific rules for recording assignments “**in the appropriate public office for real property records**”, from the **Custodian** to the **Trustee** and **no** such filings were recorded.

13. Validity of Unrecorded Instrument and the Pooling and Servicing Agreement - And pursuant to Argent securities Inc. 2006-W4 Asset-Backed Pass-Through Certificates, Series 2006-W4 Pooling and Servicing Agreement Section 2.01 “Conveyance of Mortgage Loans”, the **Master Servicer** is required to record all notices of assignment to any of the above, and by **failing to record** such notices of assignment in Tarrant County to the alleged debt obligation in question, have created a

**“defective chain of assignments”**, with blatant disregard of the Texas property Code Sec.13.001 (a) “Validity of Unrecorded Instrument”, as verified with a recent title search. *See attached exhibits C, E, F and D*

15. Validity of Unrecorded Instrument and Texas Law - Texas Property Code Section 13.001 (a) “Validity of Unrecorded Instrument” requires that each notice of assignment to the debt obligation in question referenced within the original deed of trust filed in Tarrant County records office # D206085073 on March, 26, 2006, be acknowledged, sworn to, or proved and filed for record as required by law. Research however, indicates that a notice of assignment from Argent Mortgage Co. to Argent Securities Inc. of the alleged debt obligation in question, should have been recorded in Tarrant County somewhere on or before the Argent securities Inc. 2006-W4. Asset-Backed Pass-Through Certificates, Series 2006-W4 “**cutoff date**”, April 1, 2006, and **no** such records were found, as evidenced with the title search thereby exposing a blatant violation of this code. This fact along with all the above mentioned facts renders the alleged debt obligation in question, referenced within the original deed of trust filed with Tarrant County records office # D206085073 on March, 26, 2006, **null** and **void**. *See attached exhibits C, H and M*

#### Defective Notary and The Foreclosure Mill

16. He’s Just a Notary - The notice of assignment # D209045468 recorded in Tarrant County on February 19, 2009 from Argent Mortgage Co. to Deutsche Bank National Trust Company as Trustee for Argent securities Inc. Asset-Backed Pass-Through Certificates, Series 2006-W4 (*See attached exhibit O*), in violation of Florida Notary laws, states that **Brian Bly** is the “**VICE PRESIDENT of CITI RESIDENTIAL LENDING**” is **fraudulent**. Evidence however has revealed in fact that Brian Bly is registered with the **Florida Department of State Division of Corporations** under

Notary ID #1194546, Notary commission # DD691055, and lists Bryan Bly's current office address as the same as Nationwide Title Clearing, Inc., 2100 Alt 19 North, Palm Harbor, FL 34683. *See attached exhibit J - Assignment Fraud*

17. The Foreclosure Mill - Bryan Bly has signed many other county record filings exposing some of Bryan Bly's other bogus titles as well as his service as a Notary Public for Nationwide Title Clearing Inc. in violation of Florida Notary laws. Some of these other filings and a news publication describing this process are incorporated herein by reference for all purposes. *See attached exhibits J and O*

18. Person Entitled to Enforce Instrument and Limited Power of Attorney - The Limited Power of Attorney assignment # D207376789 recorded in Tarrant County on October 22, 2007 (*See attached exhibit K*), as used and noted within the notice of assignment # D209045468 recorded in Tarrant County on February 19, 2009 from Argent Mortgage Co. to Deutsche Bank National Trust Company as Trustee for Argent securities Inc. Asset-Backed Pass-Through Certificates, Series 2006-W4 (*See attached exhibit O*), does not give Brian Bly, Option One Mortgage Company or Nationwide Title Clearing, Inc. the legal authority to execute any action or the right to file documentation that would affect the defendant's right of ownership as noted in the Deed of Trust filed with Tarrant County records office # D206085073 on March, 26, 2006, and pursuant to the Business and Commerce Code Sec. 3.301 "Person Entitled to Enforce Instrument", therefore is **not** a "**Person entitled to enforce**" the alleged debt obligation in question. *See attached exhibits J, O and K*

19. Nationwide Title Clearing Inc. - Brian Bly's true place of employment at that time is Nationwide Title Clearing Inc., as a Notary Public, and the Limited Power of Attorney assignment #

D207376789 recorded in Tarrant County on October 22, 2007, as defined within, fails to transfer power or title. Therefore the statement above is **misleading, deceptive and fraudulent**. *See attached exhibit J*

20. Lies and Deceit - On the notice of assignment # D209045468 recorded in Tarrant County on February 19, 2009 from Argent Mortgage to Deutsche Bank National Trust Company as Trustee for Argent securities Inc. Asset-Backed Pass-Through Certificates, Series 2006-W4 (*See attached exhibit O*), Bobbie Jo Stoltd (Florida State Notary Public, Commission # DD731909, indicated therein), states and swears that Brian Bly is “**personally known to me to be the VICE PRESIDENT of CITI RESIDENTIAL LENDING INC., AS ATTORNEY IN FACT FOR ARGENT MORTGAGE COMPANY, LLC**”. *See attached exhibits J, O and K*

21. Fraudulent Filing and Florida Law - Bobbie Jo Stoltd, pursuant to Title X, Chapter 117.05 (5) “Use of notary commission” and 117.105 “False or fraudulent acknowledgments” of the Florida Statutes, by notarizing notice of assignment # D209045468 recorded in Tarrant County on February 19, 2009 from Argent Mortgage to Deutsche Bank National Trust Company as Trustee for Argent securities Inc. Asset-Backed Pass-Through Certificates, Series 2006-W4 (*See attached exhibit O*), **may be found guilty of a felony of the third degree** in the State of Florida. *See attached exhibits J, O and K*

22. A formal complaint to the Florida Governor’s Office Notary Section has been filed. *See attached exhibit N*

23. Fraudulent Filing of Financing Statement and Texas Law - Under the Texas Business and Commerce code Sec. 9.5185 (a) (2) “Fraudulent Filing” and the Texas Penal Code Sec. 37.101 (a) (2) “Fraudulent Filing of Financing Statement”, by notarizing notice of assignment # D209045468 recorded

in Tarrant County on February 19, 2009 from Argent Mortgage to Deutsche Bank National Trust Company as Trustee for Argent securities Inc. Asset-Backed Pass-Through Certificates, Series 2006-W4 (*See attached exhibit O*), Bobbie Jo Stoldt **may be found guilty of a felony of the third degree** in the State of Texas, thereby rendering the notice of assignment # D209045468 **defective, invalid and void.** *See attached exhibits J, O and K*

24. Transfer of Instrument; Rights Acquired by Transfer - The fraudulent act of creating an unlawful document, such as the one created by the hands of Bryan Bly, has rendered this notice of assignment, # D209045468 (*See attached exhibit O*), **defective** and pursuant to the Texas Business and Commerce Code Sec. 3.203 (b) “Transfer of Instrument; Rights Acquired by Transfer”, the transferee, Deutsche Bank National Trust Company as Trustee for Argent securities Inc. Asset-Backed Pass-Through Certificates, Series 2006-W4, **cannot acquire rights of a holder in due course** and therefore does **not** have the **rights to enforce.** *See attached exhibits J and O*

#### The Fair Debt Collection Practices Act

25. Validation of debts - Defendant responded to plaintiffs’ “NOTICE OF ACCELERATION”, with requests to “view the alleged original paper promissory note with all assignments and allonges showing a complete chain of assignments” and to identify the true owner and holder of the alleged debt instrument. Plaintiffs’ reply is in violation of the Fair Debt Collection Practices Act, § 809 (b) “Validation of debts” – 15 USC 1692g, by their failure to include the information requested. (See attached Exhibits B, I and P) Plaintiffs are in possession of Defendant’s second letter informing them of their non compliance. (See attached Exhibit Q)

26. Furnishing certain deceptive forms and Federal Rules - Pursuant to the Fair Debt Collection Practices Act, and in violation of § 812 “Furnishing certain deceptive forms” – 15 USC 1692j, the notice of assignment # D209045468 recorded in Tarrant County on February 19, 2009 from Argent Mortgage to Deutsche Bank National Trust Company as Trustee for Argent securities Inc. Asset-Backed Pass-Through Certificates, Series 2006-W4 (*see attached exhibit O*), is being used to create the false belief that a lawful act is being executed by persons to collect a non-valid debt, as it was provided by the plaintiffs in response to the defendants original request seeking to “view the alleged original paper promissory note with all assignments and allonges showing a complete chain of assignments” and to identify the true owner and holder of the alleged debt instrument. *See attached exhibits B, I and P ...*

27. A formal complaint to the Federal Trade Commission has been filed and acknowledged. *See attached exhibit R*

The Texas Government Code Fraud upon the court

28. Fraudulent Document or Instrument - Defendant alleges Plaintiffs have intentionally failed to submit relevant foundational evidence to this court in an attempt to cover up the truth and to fraudulently invoke the jurisdiction of this Honorable Court. The notice of assignment #D209045468 recorded in Tarrant County on February 19, 2009 from Argent Mortgage to Deutsche Bank National Trust Company as Trustee for Argent securities Inc. Asset-Backed Pass-Through Certificates, Series 2006-W4 (*See attached exhibit O*), in violation of the Texas Government Code Sec. 51.901 “Fraudulent Document or Instrument” (c) (2) (A), (B) and (C), was included in the plaintiffs letter dated 08/20/2009 (*See attached exhibit P*). That letter was sent in reply to the defendants’ dispute letter dated 06/11/2009 (*See attached exhibit B*) as an attempt to mislead the

defendant to believe the plaintiffs have rights to enforce the note as holder or holder in due course. That same fraudulent notice of assignment is **not** in the pleading that was submitted and filed with Tarrant County by the plaintiffs as **CAUSE NO. 096 239885 09 APPLICATION FOR ORDER FOR FORECLOSURE**. *See attached exhibit T*

29. Pooling and Servicing Agreement and Conveyance of Mortgage Loans - As defined by the Argent securities Inc. 2006-W4 Asset-Backed Pass-Through Certificates, Series 2006-W4 **Pooling and Servicing Agreement**, SEC. 2.01 "Conveyance of Mortgage Loans", only the **Depositor**, "Argent Securities Inc.", was **authorized** to assign instruments to the Trust's Trustee, and Argent Mortgage Co. was **no longer** the **holder** or **owner** of the alleged debt obligation in question; Deutsche Bank National Trust Company as **Custodian** for the benefit of the Certificateholders for the Argent securities Inc. 2006-W4. Asset-Backed Pass-Through Certificates, Series 2006-W4 became the reputed **holder** and the Certificateholders became the reputed **owner** of the alleged debt obligation in question on or before its official "cut off date" of April 1, 2006. *See attached exhibits E, F and D*

The Securities Act of 1933 - TITLE 15 - CHAPTER 2A - SUBCHAPTER III

30. Evidence of recording of indenture and The Securities Act of 1933 -

Under the *Securities Act of 1933* - TITLE 15 - CHAPTER 2A - SUBCHAPTER III - Sec. 77ccc "Definitions":

(7) The term "indenture" means any mortgage, deed of trust, trust or other indenture, or similar instrument or agreement (including any supplement or amendment to any of the foregoing), under which securities are outstanding or are to be issued, whether or not any property, real or personal, is, or is to be, pledged, mortgaged, assigned, or conveyed thereunder.

Under the *Securities Act of 1933* - TITLE 15 - CHAPTER 2A - SUBCHAPTER III - Sec. 77nnn "Evidence of recording of indenture":

(b) "Evidence of recording of indenture" - If the indenture to be qualified is or is to be secured by the mortgage or pledge of property, the obligor upon the indenture securities shall furnish to the indenture trustee - (1) promptly after the execution and delivery of the indenture, an opinion of counsel (who may be of counsel for such obligor) either stating that in the opinion of such counsel the indenture has been properly recorded and filed so as to make effective the lien intended to be created thereby, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to make such lien effective; and (2) at least annually after the execution and delivery of the indenture, an opinion of counsel (who may be of counsel for such obligor) either stating that in the opinion of such counsel such action has been taken with respect to the recording, filing, re-recording, and re-filing of the indenture as is necessary to maintain the lien of such indenture, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to maintain such lien.

In clear violation of the above, as evidenced with the title search, there was **no** opinion of counsel; **no** recording, and there was **no** filing at the Tarrant County land records office of the alleged debt obligation. (**Exhibit C**)

31. Person Entitled to Enforce Instrument and the Pooling and Servicing Agreement - As defined by the Business and Commerce Code Sec. 3.301 "Person Entitled to Enforce Instrument", notice of assignment # D209045468 recorded in Tarrant County on February 19, 2009 from Argent Mortgage Co. to Deutsche Bank National Trust Company as **Trustee** for Argent securities Inc. Asset-Backed Pass-Through Certificates, Series 2006-W4 (*See attached exhibit O*), is **defective**, as only Deutsche Bank National Trust Company as **Custodian** for the benefit of the Certificateholders for the Argent securities Inc. 2006-W4. Asset-Backed Pass-Through Certificates, Series 2006-W4, as defined by the Pooling and Servicing Agreement within, was the reputed **holder** of the alleged debt obligation in question, and as such **was** the only entity **authorized** to assign instruments to the Trust's Trustee, as **Argent Mortgage Co.** was **not** the **holder** of the alleged debt obligation in question. *See attached exhibits E, F and D*

32. Holder in Due Course and the Pooling and Servicing Agreement - As defined by the Business and Commerce Code Sec. 3.302 (a) (1) "Holder in Due Course", the notice of assignment #D209045468 recorded in Tarrant County on February 19, 2009 from Argent Mortgage Co. to Deutsche Bank National Trust Company as **Trustee** for Argent securities Inc. Asset-Backed Pass-Through Certificates, Series 2006-W4 (*See attached exhibit O*), is **defective**, as only Deutsche Bank National Trust Company as **Custodian** for the benefit of the Certificateholders for the Argent securities Inc. 2006-W4. Asset-Backed Pass-Through Certificates, Series 2006-W4, as defined by the Pooling and Servicing Agreement within, was the reputed **holder** of the alleged debt obligation in question, and as such **was** the only entity **authorized** to assign instruments to the Trust's Trustee, and **Argent Mortgage Co. was not** the **holder in due course** of the alleged debt obligation in question and therefore did **not** have the **rights to enforce**. *See attached exhibits E, F and D*

33. The assignment of the mortgage, without an assignment of the debt, is a nullity - As there were **no** legitimate notice of assignments filed in the Tarrant County land records office of the alleged debt obligation in question to the Deed of Trust (# D206085073 recorded March, 26, 2006 in Tarrant County) (*See attached exhibit C*) to record the conveyances involved in the creation and subsequent marketing of the Argent securities Inc. 2006-W4. Asset-Backed Pass-Through Certificates, Series 2006-W4, a separation of the note and the mortgage resulted, thereby rendering said Deed of Trust a **nullity**. In *Kirby v. Williams*, 230 F.2d 330 (United States Court of Appeals Fifth Circuit) February 10, 1956. Rehearing Denied April 24, 1956 states:

The note and mortgage are inseparable; the former as essential, the latter as an incident. An assignment of the note carries the mortgage with it, while an assignment of the latter alone is a **nullity**." *Van Burkleo v. Southwestern*, Tex. Civ. App., 39 S.W. 1085, 1087; *Sheldon v. Sill*, 49 U.S. 441 (1850) 49 U.S. 441: The assignment of the mortgage, without an assignment of the debt, is a **nullity**.

34. Presentment - The Texas Business and Commerce Code Sec. 3.501 (b) (2) (A) and (B)

“Presentment” requires exhibition of the instrument for the purpose of enforcement (produce the original ink signed note), and as the plaintiffs were **not** the **holder in due course** of the alleged debt obligation in question and did **not** have the **rights to enforce**, presentation of a **copy** of the alleged debt obligation is a blatant violation, and thereby should be deemed **inadmissible** as evidence.

35. Customary Procedure - Introduction of a copy of the alleged debt obligation in question rather

than the original ink-signed paper promissory note by the plaintiffs, using the excuse that it is of

**customary procedure**, is **inadmissible**. In *United States of America v. Hibernia National Bank*, 841

F.2d 592 96 A.L.R.Fed. 895, 5 UCC Rep.Serv.2d 1392, United States Court of Appeals, Fifth

Circuit. April 5, 1988. Rehearing and Rehearing En Banc Denied May 9, 1988, the court stated:

“Hibernia's reliance on commercial custom is misplaced. **Commercial custom does not apply where the U.C.C. provides otherwise**”.

36. Unclean Hands Doctrine - If said alleged debt obligation did exist and was presented to this

court by the plaintiffs, then the Unclean Hands Doctrine would be used as a defense, as the

plaintiffs are guilty of deliberately withholding a fraudulent notice of assignment from this court to

conceal their criminal involvement in its fraudulent creation and use in an attempt to effect owner,

holder or holder in due course status for the purpose of collecting a debt that they do not have

rights to.

37. Plaintiffs Codilis & Stawiarski, P.C. and American Home Mortgage Servicing Inc. and Deutsche

Bank National Trust Company as Trustee in trust for the benefit of the Certificateholders for Argent

securities Inc. 2006-W4. Asset-Backed Pass-Through Certificates, Series 2006-W4 and Deutsche Bank National Trust Company also have acted in a manner that is **unlawful, oppressive, tainted with fraud** and **absent of evidence of vital facts**.

38. **Necessity of immediate relief to preserve assets**, as set forth in the se complaints, without the assistance of this Court, the defendant will suffer immediate irreparable and substantial harm and injury as a result of the deliberate fraudulent actions of the Plaintiffs.

39. Due to the above mentioned facts, plaintiffs Codilis& Stawiarski, P.C. and American Home Mortgage Servicing Inc. and Option One Mortgage Company and Deutsche Bank National Trust Company as Trustee in trust for the benefit of the Certificateholders for Argent securities Inc. 2006-W4. Asset-Backed Pass-Through Certificates, Series 2006-W4 and Deutsche Bank National Trust Company or Deutsche and Bank National Trust Company as any other entity, **do not have and never had standing to bring action before this court nor the authority to evoke the jurisdiction of this court.**

=====

**PRAYER**

WHEREFORE, PREMISES CONSIDERED, Defendant prays that Plaintiffs be denied their request to foreclose. As the plaintiffs have failed to establish the authority of this court and as a result of the fraud that they have committed, they will never be able to obtain the jurisdiction of this court. Therefore this Honorable Court lacks jurisdiction to hear this case at hand and at a minimum should dismiss this case with prejudice. Plaintiff respectfully requests this Court permanently restrain Plaintiffs and any other relief this Court deems equitable and just.

=====

**ATTACHED EXHIBITS**

- A. Codilis & Stawiarski Acceleration Letter
- B. letter to Codilis & Stawiarski - dispute
- C. title search
- D. record assignments (chart)
- E. pooling and servicing agreement excerpts
- F. prospectus excerpts
- G. MEETING OF THE TASK FORCE ON JUDICIAL FORECLOSURE RULES
- H. original enote (chart)
- I. why the original (chart)
- J. assignment fraud (other assignments - Brian Bly and Bobbie Jo Stoltd signatures etc.)
- K. limited power of attorney D207376789
- L. signature (chart)
- M. required assignments (chart)
- N. complaint to Florida notary section
- O. notice of assignment D209045468 - Argent Deutsche
- P. letter (package) received from Codilis 8/20/09
- Q. letter to Codilis 09/10/09
- R. complaint to FTC
- S. Fraud or Fraudulent (chart)
- T. letter (package) received from Codilis 9/9/09
- U. CD with prospectus and pooling and servicing agreement in full, all exhibits in .pdf

=====

Respectfully submitted by:

---

Geoffrey Anson Wilner - Defendant, pro se

6311 Avanti Dr.  
Arlington, Texas  
76001  
817 467 7478

CERTIFICATE OF SERVICE

I hereby certify that a correct copy of the foregoing was served on the following counsel of record on September \_\_\_\_, 2009, via certified mail, return receipt.

---

Geoffrey Anson Wilner

6311 Avanti Dr.  
Arlington, Texas  
76001  
817 467 7478

Defendant, pro se

Codilis & Stawiarski, P.C.

650 N. Sam Houston Parkway, East  
Suite 450  
Houston, Texas  
77060

ATTORNEY FOR THE PLAINTIFFS

CAUSE NO. 096 239885 09

**IN RE: Order for Foreclosure  
Concerning**

**Geoffrey Wilner**

**and**

**6311 AVANTI DR.  
ARLINGTON, TX 76001  
Respondent**

§  
§  
§  
§  
§  
§  
§  
§  
§  
§

**IN THE DISTRICT COURT  
  
OF TARRANT COUNTY, TEXAS  
  
\_\_\_\_\_ JUDICIAL DISTRICT**

**ORDER**

Came on to be considered the Defendant’s Response to Plaintiff’s Application for Foreclosure , and the Court, having considered the evidence and argument, finds Plaintiff’s suit was filed in bad faith and the Application for Foreclosure should be denied with prejudice.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that Plaintiff’s Application for Foreclosure is **DENIED** with prejudice;

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Plaintiffs are permanently enjoined from filing a subsequent foreclosure action against the aforementioned property;

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Defendant is to immediately recover from Plaintiffs all costs of defending this suit;

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Defendant be awarded \$ \_\_\_\_\_ in damages.

SIGNED this the \_\_\_\_\_ of October, 2009

\_\_\_\_\_  
**JUDGE PRESIDING**