

BANK OF AMERICA
PO BOX 60069
CITY OF INDUSTRY CA 91716-069

NOTICE AND JUDGMENT OF DEFAULT

Regarding Account Number 4024 1160 0541 9526, the following statements are true:

A Sight Draft dated January 20, 2006 was sent to BANK OF AMERICA to pay off the above referenced account in the amount stated by BANK OF AMERICA. BANK OF AMERICA had 90 days to present it but has failed to do so.

U.C.C. §3-603 Tender of payment.

(a) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract.

Further, the United States Supreme Court has ruled:

"His tender, as we have already seen, was equivalent to payment, so far as concerns the legality of all subsequent steps by the collector to enforce payment by distraint of his property." *Poindexter v. Greenhow*, 114 U.S. 270 quoted in *AYERS. SCOTT. MCCABE.*, 8 S. Ct. 164, 123 U.S. 443 (U.S. 12/05/1887)

Further:

"Silence can only be equated with fraud when there is a legal or moral duty to speak, or when an inquiry left unanswered would be intentionally misleading... We cannot condone this shocking conduct... If that is the case we hope our message is clear. This sort of deception will not be tolerated and if this is routine it should be corrected immediately" *U.S. v. Tweel*, 550 F2d 297, 299-300.

Based on the foregoing evidence BANK OF AMERICA is hereby deemed to be in default.

DECISION

Decision in favor of CARDHOLDER is hereby granted and it is hereby ordered that:

It is ordered that the agreement involving the above mentioned account has been lawfully surrendered and is void;

Pursuant to U.C.C. § 3-603 (a) the BANK OF AMERICA's failure to present tendered Sight Draft is a breach of contract;

It is hereby ordered that BANK OF AMERICA shall report the instant account to all credit bureaus as "paid as agreed" and show the balanced owed as zero (0);

It is hereby ordered that BANK OF AMERICA will discontinue all collection efforts and harassment of CARDHOLDER regarding the instant account;

BANK OF AMERICA has refused or is unable to provide proof of debt. This refusal or inability is prima facie evidence that BANK OF AMERICA used undersign's property to fund the instant account.

BANK OF AMERICA has failed or refuses to return undersign's property as required. Therefore, it is ordered that BANK OF AMERICA pay undersign in the amount shown on the attached statement for the unauthorized use of undersign's property.

Failure to comply with this decision will result in the undersign taking any and all action necessary under natural law to protect their rights, life, and property.

I, Willard Fried, knowing the penalty of bearing false witness, hereby affirm, under penalty of perjury, the foregoing to be true and correct to the best of my knowledge and belief and do affix my signature in testimony of the foregoing default judgment.

EXECUTED THIS 01 day of April, 2006




Willard Fried
3434 Table Rock Road
Medford, Oregon

This document has been recorded at PeoplesRecorder.com:

Record # : wf_03

Date : 04/21/06

Prepared and Mailed by:



Willard Fried
3434 Table Rock Road
Medford, Oregon

STATEMENT

BANK OF AMERICA
PO BOX 60069
CITY OF INDUSTRY CA 91716-069

STATEMENT DATE: 04/17/06

From 05/01/01 to 04/30/06

Account Number:	4024 1160 0541 9526
Beginning Balance:	\$ 3,500.00
Rate of Interest:	9.9% Compounded Monthly
Interest to date:	\$ 2,230.10
Total Due:	\$ 5,730.10

Payment due: 05/17/06

Late payment fee is equal to 10% of amount due compounded monthly.

Make check payable to and send to:

Willard Fried
3434 Table Rock Rd.
Medford, OR 97504