

Bank-One
P.O. Box 15299
Wilmington Delaware 19850-5299

NOTICE AND JUDGMENT OF DEFAULT

Regarding Account Number 4366-1330-6411-0215, the following statements are true.

On January 14, 2006 a Sight Draft was sent to Bank-One to pay off the above referenced account in the amount stated by Bank-One. Bank-One received it on January 23, 2006. Bank-One had 30 days to present it but has failed to do so.

Tender of payment Chapter 3-603 Texas Business and Commerce.

(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 Ban Bank-One 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-One 's failure to present tendered Sight Draft is a breach of contract;

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

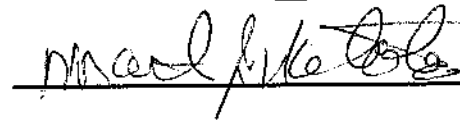
It is hereby ordered that Palasades Collection will discontinue all collection efforts and harassment of CARDHOLDER regarding the instant account;

Bank-One has refused or is unable to provide proof of debt. This refusal or inability is prima facie evidence that Bank-One used undersign's property to fund the instant account. Bank-One has failed or refuses to return undersign's property as required. Therefore, it is ordered that Bank-One 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 Martin J Ketola 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 10 day of April, 2006



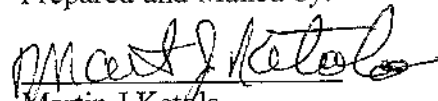
Martin J Ketola
486 Millwood Dr
Highland Village Texas 75077

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Prepared and Mailed by:



Martin J Ketola
486 Millwood Dr
Highland Village Texas 75077