

Certified Mail No: 70050390000173836592

Vience and Sharon McCullough
233 Old Carters Creek Pike
Franklin, TN 37064

Buffaloe & Associates
R.W.(Bill) Shick, Jr. all partners and affiliate companies
Sun Trust Bank Building * Suite 1300
201 Fourth Avenue North
Nashville, Tennessee 37219

NOTICE OF JUDGMENT AND DEFAULT

Regarding Account Number C06-2958, the following statements are true.

On March 28, 2006 a Check was sent to Buffaloe & Associates to pay off the above referenced account in the amount stated by Buffaloe & Associates Buffaloe & Associates received it on March 29, 2006. Buffaloe & Associates had 30 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.
- (b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.
- (c) If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

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 Buffaloe & Associates is hereby deemed to be in default.

DECISION

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

Pursuant to U.C.C. § 3-603 (a) the Buffaloe & Associates failure to present tendered check is in breach of contract;

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

It is hereby ordered that Buffaloe & Associates 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 Buffaloe & Associates will discontinue all collection efforts and harassment of CARDHOLDER regarding the instant account;

Buffaloe & Associates has refused or is unable to provide proof of debt. This refusal or inability is prima facie evidence that original alleged creditor used undersign's property to fund the instant account. Buffaloe & Associates has failed or refuses to return undersign's property as required. Therefore, it is ordered that Buffaloe & Associates 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.

We, Vience M. McCullough and Sharon E. McCullough knowing the penalty of bearing false witness, hereby affirm 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 3rd day of May, 2006

Vience McCullough
Vience McCullough
233 Old Carters Creek Pike
Franklin, TN 37064

Sharon McCullough
Sharon McCullough

Signatory Vience M. McCullough and Sharon E. McCullough, personally appeared before me and is/are known to me and did affix his and her signature to this document. In witness thereof I set my hand and seal

Yolanda T. Brown
Notary Public in and for the State of Tennessee

My commission expires: 5/17/08

This document has been recorded at PeoplesRecorder.com for the world to see.

Record #: VienceM

Date: 05/03/06

Prepared by:

Vience McCullough
Vience McCullough
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