

Certified Mail No: 70050390000465390504

To: Richard Fairbanks, CEO
Capitol One Bank
P.O. Box 30285
Salt Lake City, UT 84130-0285

COPY

NOTICE OF DEFAULT

Jointly, individually and personally regarding Account Number 5178052262204510, the following statements are true. **This NOTICE OF DEFAULT supercedes and makes null and void previous NOTICE OF DEFAULT of January 30, 2006 regarding above referenced account.**

On January 18, 2006 a Check was sent to **Capitol One Bank** to pay off the above referenced account in the amount stated by **Capitol One Bank**. **Capitol One Bank** received it on January 20, 2006. **Capitol One Bank** had 10 days to present it but has failed to do so.

§1303.68. (UCC 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 **Capitol One Bank** is hereby deemed to be in default.

DECISION

Decision in favor of the CARDHOLDER is hereby granted:

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

Pursuant to §1303.68. (UCC 3-603) (b) it is determined that this alleged debt is hereby discharged;

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

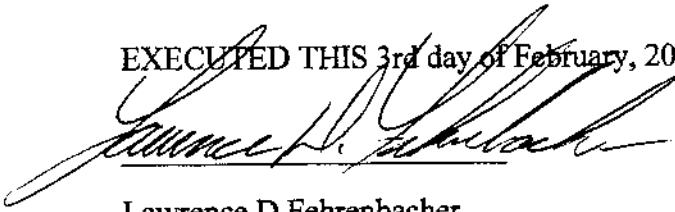
It is hereby ordered that **Capitol One Bank** will discontinue all collection efforts and harassment of CARDHOLDER regarding the instant account;

Failure to comply with this decision will result in the undersigned taking any and all action

necessary under natural law to protect their rights, life, and property.

I Lawrence D Fehrenbacher, 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 February, 2006



Lawrence D Fehrenbacher
10303 Almira Avenue
Cleveland, Ohio 44111

Signatory, Lawrence D Fehrenbacher, personally appeared before me and is/are known to me and did affix his signature to this document. In witness thereof I set my hand and seal



Notary Public in and for the State of Ohio.

My commission expires:

Mary Beth Morgan
My Commission Expires
February 9, 2008

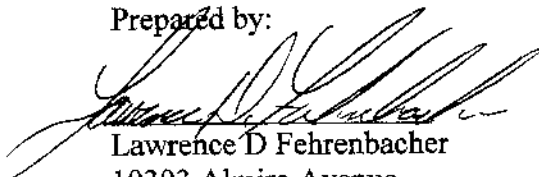


This document has been recorded at PeoplesRecorder.com for the world to see.

Record # : lawrence_fehrenbacher1

Date : February 3, 2006

Prepared by:



Lawrence D Fehrenbacher
10303 Almira Avenue
Cleveland, OH 44111