

Certified Mail Receipt Number: 7006-0810-0006-1517-8813

Customer Relations Account Manager
Capital One Bank
P O Box 30285
Salt lake City, UT 84130-0285

NOTICE AND JUDGMENT OF DEFAULT

Dear Customer Relations Account Manager:

Regarding Account Number 4388-6421-1779-6956, the following statements are true.

On July 07, 2007 a Sight Draft was sent to Capital One Bank to pay off the above referenced account in the amount stated by Capital One Bank. Capital One Bank received it on July 10, 2007 at 10:08am. Capital One Bank 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.

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 Capital One Bank 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;

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

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

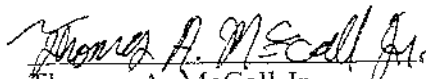
It is hereby ordered that Capital One Bank will discontinue all collection efforts and harassment of CARDHOLDER regarding the instant account;

Capital One Bank has refused or is unable to provide proof of debt. This refusal or inability is prima facie evidence that Capital One Bank used undersigned's property to fund the instant account. Capital One Bank has failed or refuses to return undersigned's property as required. Therefore, it is ordered that Capital One Bank pay undersigned in the amount shown on the attached invoice for the unauthorized use of undersigned's property.

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, Thomas A. McCall Jr., 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 8 day of August 2007

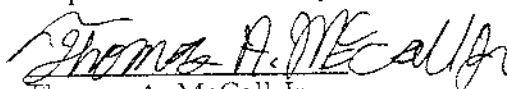

Thomas A. McCall Jr
9388 NW 54th Street
Sunrise, FL 33351

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

Record # : THOMAS

Date : 08-08-2007

Prepared and Mailed by:


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