

To: James Dimon

Chase Manhattan Bank

PO Box 15026

Wilmington, DE 19850-5026

Certified Mail Receipt # 7005 0390 0000 7693 7396

## NOTICE AND JUDGMENT OF DEFAULT

Jointly, individually and personally:

Regarding Account Number 4266 8410 2001 2348, the following statements are true.

On May 4, 2006 a Sight Draft was sent to Chase Manhattan Bank to pay off the above referenced account in the amount stated by Chase Manhattan Bank. Chase Manhattan Bank received it on May 8, 2006. Chase Manhattan Bank had 22 days as of this writing 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 Chase Manhattan 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;

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

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

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

I Lane Rienks, 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 28<sup>th</sup> day of May, 2006



Lane Rienks

5426 Pine Arbor

Houston, TX 77066

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

Record # : lane\_rienks

Date : May 28,2006

Prepared and Mailed by:



Lane Rienks

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