

Certified Mail #: 7005 0390 0004 3361 8227

To: William B. Harrison, Jr., Chairman & CEO  
JPMorgan Chase/Chase Bank USA, N.A.  
P.O. Box 15650  
Wilmington, DE 19886-5650

cc: Richard Tirrell  
Lustig, Glaser & Wilson, P.C.  
P.O. Box 9127  
Needham, MA 02492-9127

**NOTICE OF DEFAULT (Second Copy)**

Jointly, individually and personally,

Regarding Account Number: 4225 8149 6001 9169, the following statements are true:

On September 02, 2005, a First Copy Document Draft was issued and sent by USPS certified mail to Chase Bank USA, N.A. in order to pay off the above referenced account in the full amount stated by Chase Bank USA, N.A. Chase Bank USA, N.A. received this tendered payment on September 06, 2005 and had 90 days from date of issue to present it -- but 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, JPMorgan Chase/Chase Bank USA, N.A. is hereby deemed to be in default.**

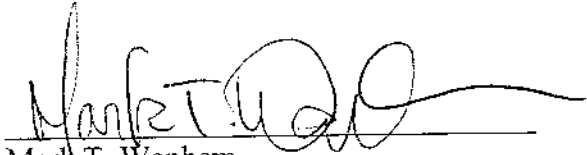
### DECISION

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 U.C.C. § 3-603 (b) it is determined that this alleged debt is hereby discharged;
- It is hereby ordered that JPMorgan Chase/Chase Bank USA, N.A. shall report the instant account to all credit bureaus as "paid as agreed" and show the balance owed as zero (0);
- It is hereby ordered that Lustig, Glaser & Wilson, P.C., and JPMorgan Chase/Chase Bank USA, N.A. 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, Mark T. Wenham, 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 20<sup>th</sup> day of December, 2005.



Mark T. Wenham  
P.O. Box 1909  
Duxbury, MA 02331

**COMMONWEALTH OF MASSACHUSETTS -- PLYMOUTH, SS**

On this 20<sup>th</sup> day of December, 2005, before me, the undersigned notary public, personally appeared

Mark T. Wenham,

proved to me through satisfactory evidence of identification, which was a current driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



(official seal and signature of notary.)

My commission expires: 05/02/2008

Notary Public

Miana Santos-Hudson  
Notary Public  
My Commission Expires  
May 2 2008

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

Record #: 279

Date: December 20, 2005

Prepared by:



Mark T. Wenham  
P.O. Box 1909  
Duxbury, MA 02331