

Citibank USA NA  
P.O.BOX 6924  
The Lakes, NV 88901-6924

NOTICE AND JUDGMENT OF DEFAULT

Regarding Account Number 5049 9480 2209 7010 the following statements are true.

On September 12, Wednesday 2007 a Sight Draft was sent to Citibank USA NA to pay off the above referenced account in the amount stated by Citibank USA NA.

Citibank USA NA received it on September 17, Monday 2007.  
Citibank USA NA had 30 days to present it but has failed to do so.

Pursuant to U.C.C. §3-603 (a) Subject Matter: "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 Citibank USA NA is hereby deemed to be in default.

DECISION

Decision in favor of CLAYTON E AUSTIN JR 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 Citibank USA NA's failure to present tendered Sight Draft is a breach of contract;

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

Citibank USA NA has refused or is unable to provide proof of debt. This refusal or inability is prima facie evidence that Citibank USA NA used undersigned's property to fund the instant account. Citibank USA NA has failed or refuses to return undersigned's property as required.

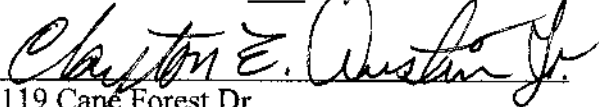
Therefore, it is ordered that Citibank USA NA pay undersigned in the amount shown on the attached invoice for the unauthorized use of undersigned's property.

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, Clayton E. Austin 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 12th day of October 2007

COPY



119 Cane Forest Dr.  
Dallas, North Carolina 28034

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

Record No: genea109

Date: October 12, 2007

This Document Prepared

And Mailed By: Clayton E. Austin Jr.  
119 Cane Forest Dr.  
Dallas, North Carolina 28034