

Charles Hall
CREDITCONTROL
#6 Ginger Creek Parkway
Glen Carbon IL 62034

NOTICE OF JUDGMENT AND DEFAULT

Regarding Account Number 1566098 the following statements are true.

On May 3rd, 2007 a Sight Draft was sent to CREDITCONTROL to pay off the above referenced account in the amount stated by CREDITCONTROL. CREDITCONTROL received it on or before May 9th, 2007. CREDITCONTROL had 10 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 CREDITCONTROL is hereby deemed to be in default.

DECISION

Decision in favor of DEFENDANT is hereby granted and it is hereby ordered that:

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

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

It is hereby ordered that CREDITCONTROL 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 CREDITCONTROL will discontinue all collection efforts and harassment of DEFENDANT regarding the instant account;

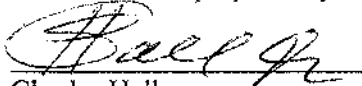
CREDITCONTROL has refused or is unable to provide proof of debt. This refusal or inability is prima facie evidence that original alleged creditor used undersigned's property to fund the instant account. CREDITCONTROL has failed or refuses to return undersigned's property as required.

Failure to comply with this decision will result in the undersigned taking any and all action necessary under natural law to protect his rights, life, and property.

I, Charles Hall, 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 __17th day of May, 2007

This document prepared by:



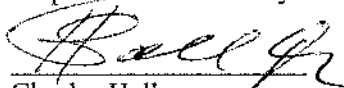
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Record # : chuck_hall

Date : February 17th, 2007

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