

Certified Mail No: 7005 2570 0000 4248 2632

To: David W. Nelms, CEO - DISCOVER CARD  
P.O. Box 15192  
Wilmington, Delaware 19850-5192

## NOTICE OF DEFAULT

Jointly, individually and personally. Regarding Account Number 6011 2988 2841 2258 , the following statements are true.

On November 23, 2005 a Check was sent to Discover Card to pay off the above referenced account in the amount stated by Discover Card. Discover Card received it on November 28, 2005. Discover Card had 60 days to present it but has failed to do so.

U.C.C. §3-603 Tender of payment.

(1) 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.

(2) 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.

(3) 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 Discover Card 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;

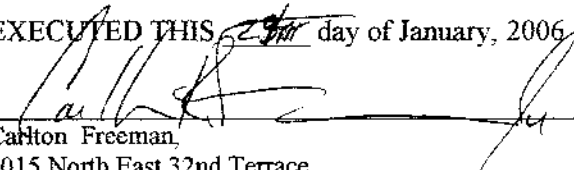
It is hereby ordered that Discover Card shall report the instant account to all credit bureaus as "paid as agreed" and show the balanced owed as zero (0);

It is hereby ordered that Discover Card will discontinue all collection efforts and harassment of CARDHOLDER regarding the instant account;

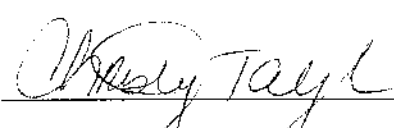
Failure to comply with this decision will result in the undersigned taking any and all action necessary under natural law to protect their rights, life, and property.

I, Carlton Freeman, 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 23<sup>rd</sup> day of January, 2006

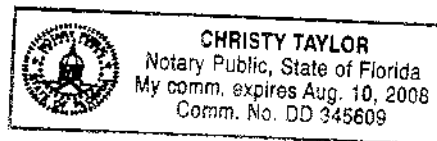
  
\_\_\_\_\_  
Carlton Freeman,  
1015 North East 32nd Terrace  
Ocala, Florida 34470

Signatory Carlton R. Freeman Jr., personally appeared before me and are known to me and did affix his and her signature to this document. In witness thereof I set my hand and seal

  
\_\_\_\_\_

Notary Public in and for the State of Florida.

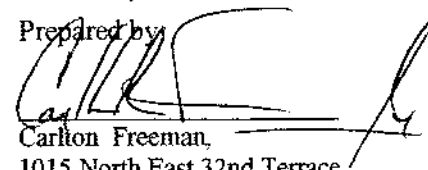
My commission expires:



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

Record #: Carlton - Freeman 1/23/06

Date: 1/24/06

Prepared by:  
  
\_\_\_\_\_  
Carlton Freeman,  
1015 North East 32nd Terrace  
Ocala, Florida 34470

cc: Zakheim & Associates. Certified Mail No: 7605 2570 0000 4243 2625  
In the County Court & for Marion County, FL - David R. Ellsperman, Clerk Case # 05-1339-CC

To: **Zakheim & Associates**  
**1045 South University Drive**  
**Suite 202**  
**Plantation, Florida 33324**

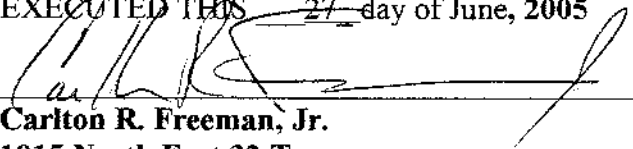
### NOTICE

Pursuant to the Federal Rules of Evidence 201 (d) and the corresponding state rule please take notice the following facts:

1. Declaration of Independence.
2. Constitution for the United States of America.
3. Yick Wo v. Hopkins, 118 US 356, 370.
4. **Carlton R. Freeman, Jr.** is hereby surrendering back the attached **letter/notice** to its creators and owners.
5. **Carlton R. Freeman, Jr.** rescinded all signatures from all documents regarding the instant account. See true and accurate copy of the Notice of Surrender, Rescission, and Termination attached.
6. **Carlton R. Freeman, Jr.** surrendered back to their original owners and creators the alleged credit card, account number, account, and agreement. See true and accurate copy of the Notice of Surrender, Rescission, and Termination attached.
7. **Carlton R. Freeman, Jr.** has terminated any and all fiduciary responsibility for **CARLTON R. FREEMAN** in regards to the instant case. See true and accurate of copy of Form 56 attached.
8. **DISCOVER BANK** has nothing at risk and has not lent **Carlton R. Freeman, Jr.** or **CARLTON R. FREEMAN** any of its money. The alleged account was funded by **Carlton R. Freeman, Jr.**'s application. See Federal Reserve Bank of Chicago's publication "Modern Money Mechanic."  
  
at page 6: "What they do when they make loans is to accept promissory notes in exchange for credits to the borrower's transaction accounts. Loans (assets) and deposits (liabilities) both rise by \$9,000. Reserves are unchanged by the loan transactions. but the deposit credits constitute new additions to the total deposits of the banking system."  
at page 7: "Loans are made by crediting the borrower's deposit account, i.e., by creating additional deposit money."
9. Further attempts to collect this invalid debt will be deemed as harassment, fraud, and extortion. Appropriate action will be taken.

**Carlton R. Freeman, Jr.**, knowing the penalty for bearing false witness before their Creator, affirm that they have read the foregoing, it is true and correct, to the best of their knowledge and belief, not brought to vex, annoy, delay, or any other improper purpose, believing that it is firmly justified by right and law.


EXECUTED THIS 27 day of June, 2005



**Carlton R. Freeman, Jr.**  
1015 North East 32 Terrace  
Ocala, FL 34470

### **CERTIFICATE OF SERVICE**

I certify that the foregoing was served by mailing a copy by United States mail, first-class postage prepaid, to **Zakheim & associates at 1045 South University Drive, Suite 202, Plantation Drive, Florida 33324** on 27<sup>th</sup> day of June, 2005.



**Carlton R. Freeman, Jr.**