

Certified Mail No: 7005 1160 0001 7180 2306

To: Kathleen M. Roberts
DISCOVER BANK
502 E. Market Street
Greenwood, DE 19950

NOTICE OF DEFAULT

Jointly, individually and personally,

Regarding Account Number 6011008620213956, the following statements are true.

On October 5, 2005 a tender of payment was sent to DISCOVER BANK to pay off the above referenced account in the amount stated by DISCOVER BANK. DISCOVER BANK received it on October 11, 2005. DISCOVER BANK had 30 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.

(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 DISCOVER BANK is hereby deemed to be in default.

DECISION

Decision in favor of the CARDHOLDER is hereby granted:

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 (b) it is ordered that the alleged debt is hereby discharged;

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

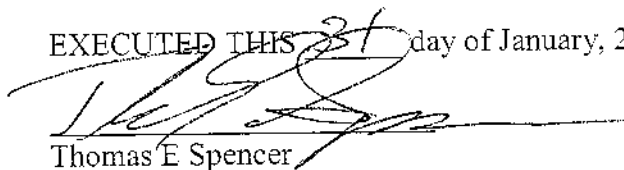
It is hereby ordered that WOLPOFF & ABRAMSON, L.L.P. will discontinue all collection efforts and harassment of CARDHOLDER regarding the instant account;

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

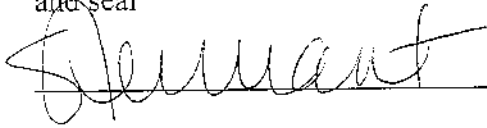
Failure to comply with this decision will result in the undersign taking any and all action necessary under natural law to protect his rights, life, and property.

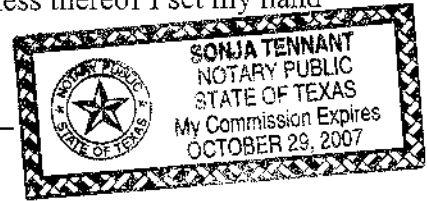
I Thomas E Spencer, knowing the penalty of bearing false witness, hereby affirm the foregoing to be true and correct to the best of my knowledge and belief and do affix my signature in testimony of the foregoing default judgment.

EXECUTED THIS 21 day of January, 2006


Thomas E Spencer
3733 Summer Lane
Huntsville, Texas 77340

Signatory, Thomas E Spencer, personally appeared before me and is/are known to me and did affix his signature to this document. In witness thereof I set my hand and seal





Notary Public in and for the State of Texas.


My commission expires: 10/29/2007

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

Record #: tspeucer 52

Date: Feb 1, 2006

Prepared by:


Thomas E Speneer
3733 Summer Lane
Huntsville, Texas 77340

Statement

DISCOVER BANK

502 E. Market Street
Greenwood, DE 19950

Account Summary

Date of Statement: January 27, 2006

Account Number: 6011008620213956

Total Amount of Asset: \$8,235.48

Total Amount Owed: \$8,235.48

Payment Due Date: February 28, 2006

Mail Payments to:

Thomas E Spencer
3733 Summer Lane
Huntsville, Texas 77340