

Christina McAlpin Taylor
Smith, Debnam, Narron, Drake, Saintsing & Myers, LLP
P.O. Box 26268
Raleigh, NC 27611-6268

NOTICE AND JUDGMENT OF DEFAULT AND ESTOPPEL

Regarding Discover Card Account Number XXXX XXXX XXXX 6852 and Smith, Debnam, Narron Drake, Saintsing & Myers, LLP file # R1006086, the following statements are true.

On April 26, 2010 a Sight Draft was sent to Smith, Debnam, Narron, Drake, Saintsing, & Myers, LLP to pay off the above referenced account in the amount stated by Smith, Debnam, Narron, Drake, Saintsing, & Myers, LLP. Smith, Debnam, Narron, Drake, Saintsing, & Myers, LLP received it on April 28, 2010. Smith, Debnam, Narron, Drake, Saintsing, & Myers, LLP 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 Smith, Debnam, Narron, Drake, Saintsing, & Myers, LLP is hereby deemed to be in default.

DECISION

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

Pursuant to U.C.C. § 3-603 (a) the Smith, Debnam, Narron, Drake, Saintsing, & Myers, LLP 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 Smith, Debnam, Narron, Drake, Saintsing, & Myers, LLP shall report the instant account to all credit bureaus as "paid as agreed" and show the balanced owed as zero (0);

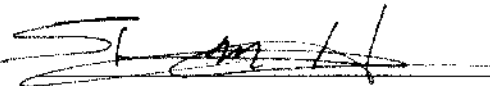
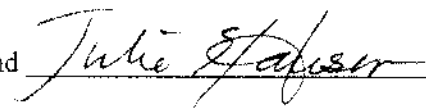
It is hereby ordered that Smith, Debnam, Narron, Drake, Saintsing, & Myers, LLP will discontinue all collection efforts and harassment of CARDHOLDER regarding the instant account;

Smith, Debnam, Narron, Drake, Saintsing, & Myers, LLP 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. Smith, Debnam, Narron, Drake, Saintsing, & Myers, LLP has failed or refuses to return undersigned's property as required. Therefore, it is ordered that Smith, Debnam, Narron, Drake, Saintsing, & Myers, LLP 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.

We, Steven M. Hauser and Julie E. Hauser, 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 May, 2010

 and 

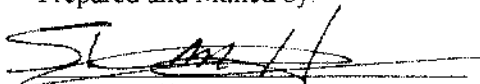
Steven M. Hauser and Julie E. Hauser
119 W. Renee Drive
Advance, NC 27006

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

Record # : DSC-2010-05-12

Date : May 12, 2010

Prepared and Mailed by:



Steven M. Hauser
119 W. Renee Drive
Advance, NC 27006

INVOICE

Discover Card

c/o Smith, Debnam, Narron, Drake, Saintsing & Myers, LLP

P.O. Box 26268

Raleigh, NC 27611-6268

This billing is for the unauthorized use of undersigned's application from:

08/13/1993 to 05/12/2010

Account Summary

Date of Invoice: May 12, 2010

Account Number: XXXX XXXX XXXX 6852

Beginning Balance: \$3,000.00

Rate of Interest: 19.8%

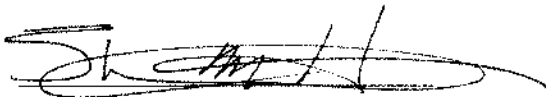
Interest to Date: \$73,048.52

Total Amount Due: \$76,048.52

Payment Due Date: June 12, 2010

Mail Payments to:

I swear that the above numbers are true and accurate to the best of my knowledge.



Steven M. Hauser
119 W. Renee Drive
Advance, NC 27006