

**Alben Roland**  
**First Financial Asset Mgmt, IN**  
**P.O. Box 56245**  
**Atlanta, GA 30343**

## **NOTICE OF JUDGMENT AND DEFAULT AND ESTOPPEL**

Bob Burnside; First Financial Asset Mgmt, IN; all partners and affiliate companies

Regarding Account Number 4185875380374771 (FFAM Account Number 9253849), the following statements are true.

On December 22, 2009 a Sight Draft was sent to First Financial Asset Mgmt, IN to pay off the above referenced account in the amount stated by First Financial Asset Mgmt, IN. First Financial Asset Mgmt, IN received it on December 28, 2009. First Financial Asset Mgmt, IN 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.

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 First Financial Assct Mgmt, IN is hereby deemed to be in default.

## **DECISION**

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

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Pursuant to U.C.C. § 3-603 (a) the First Financial Asset Mgmt, IN'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 First Financial Asset Mgmt, IN 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 First Financial Asset Mgmt, IN will discontinue all collection efforts and harassment of ALBEN ROLAND regarding the instant account;

First Financial Asset Mgmt, IN 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. First Financial Asset Mgmt, IN has failed or refuses to return undersigned's property as required. Therefore, it is ordered that First Financial Asset Mgmt, IN 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, Alben Roland, 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 29th day of January, 2010

Alben Roland  
Alben Roland  
373 Academy Ave  
Providence, RI 02908

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

Record #: aroland

Date: 1/29/2010

Prepared and Mailed by:

Alben Roland  
Alben Roland  
373 Academy Ave  
Providence, RI 02908

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