

GE Money Bank  
P.O. Box 981064  
El Paso TX 79998-1064

NOTICE AND JUDGMENT OF DEFAULT

Regarding Account Number 822 2234 189812 4 the following statements are true.

On October 3rd Wednesday 2007 a Sight Draft was sent to GE Money Bank to pay off the above referenced account in the amount stated by GE Money Bank.

GE Money Bank received it on October 8, 2007.  
GE Money Bank had 30 days to present it but has failed to do so.

Pursuant to U.C.C. §3-603 (a) Subject Matter: "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 GE Money Bank is hereby deemed to be in default.

DECISION

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

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 (a)

GE Money Bank failure to present tendered Sight Draft is a breach of contract;

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

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

Therefore, it is ordered that GE Money Bank 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, GENE AUSTIN, 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 2nd day of November 2007



119 Cane Forest Dr.  
Dallas, North Carolina 28034

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Date: November 2nd, 2007

This Document Prepared  
and Mailed by:

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