

JOHNSON LAW, P.A.
FRED A. JOHNSON
359 S. Hydraulic St.
Wichita, Kansas 67211

NOTICE OF JUDGMENT AND DEFAULT AND ESTOPPEL

Regarding Account Number 610752, the following statements are true.

On August 24, 2010, a Sight Draft was sent to Attorney Fred A. Johnson to pay off the above referenced account in the amount stated by Attorney Fred A. Johnson. Attorney Fred A. Johnson received it on August 30, 2010 at 11:37am. Attorney Fred A. Johnson had 10 days to present it but has seemingly failed to do so (the bank had no record or recollection of the Sight Draft being presented).

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. MCCABGE*. 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 Attorney Fred A. Johnson 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) Fred A. Johnson'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 Attorney Fred A. Johnson shall report the instant account to all credit bureaus as "paid as agreed" and show the balance owed as zero (0);

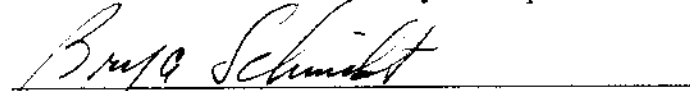
It is hereby ordered that Attorney Fred A. Johnson will discontinue all collection efforts and harassment of CARDHOLDER regarding the instant account;

Attorney Fred A. Johnson 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. Attorney Fred A. Johnson has failed or refuses to return undersigned's property as required. Therefore, it is ordered that Attorney Fred A. Johnson 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, Bryce Schmidt, 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 September, 2010



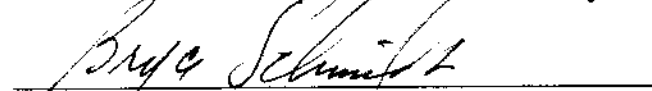
Bryce Schmidt
3801 West 13th St N -- 603
Wichita, Kansas 67203

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

Record #: bryce_schmidt3

Date: September 29, 2010

This document Prepared and Mailed by:



Bryce Schmidt
3801 West 13th St N -- 603
Wichita, Kansas 67203

INVOICE

JOHNSON LAW, P.A.
Fred A. Johnson
359 S. Hydraulic St.
Wichita, Kansas 67211

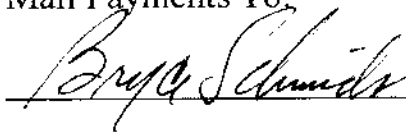
ACCOUNT SUMMARY

Date of Invoice: September 29, 2010

Account Number: 610752

Total Amount Due: \$8001.27

Mail Payments To:



Bryce Schmidt
3801 West 13th St N -- Apt 603
Wichita, Kansas 67203