

Certified Mail No: 7004-1350-0001-1719-3644

LVNV Funding L.L.C.  
Sears/CITI Bank  
P.O. Box 10584  
Greenville S.C. 29603

## NOTICE OF DEFAULT

Regarding Account Number 5121-0718-0965-2492, the following statements are true.

On December 20, 2006 a Check was sent to LVNV Funding L.L.C. Sears/CITI Bank to pay off the above referenced account in the amount stated by LVNV Funding L.L.C. Sears/CITI Bank. LVNV Funding L.L.C. Sears/CITI Bank received it on December 28, 2006. LVNV Funding L.L.C. Sears/CITI Bank had 30 days to present it but has failed to do so.

Tender of Payment 3-603 Business and Commerce Texas

(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 endorser 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 LVNV Funding L.L.C. Sears/CITI Bank is hereby deemed to be in default.

### DECISION

Decision in favor of the CARDHOLDER is hereby granted:

It is determined 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 determined that this alleged debt is hereby discharged;

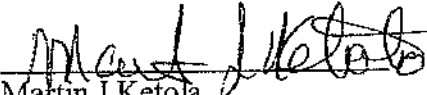
It is hereby ordered that LVNV Funding L.L.C. Sears/CITI Bank shall report the instant account to all credit bureaus as "paid as agreed" and show the balanced owed as zero (0);

It is hereby ordered that LVNV Funding L.L.C. Sears/CITI Bank will discontinue all collection efforts and harassment of CARDHOLDER regarding the instant account;

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 Martin J Ketola 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 14 day of April, 2006

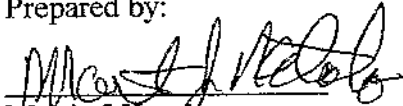
  
Martin J Ketola  
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Date: 4/15/06

Prepared by:

  
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