

Certified Mail #: 7005 0390 0004 3361 8258

To: M. Douglas Mann  
MANN BRACKEN, LLC  
One Paces West  
2727 Paces Ferry Road, Suite 1400  
Atlanta, Georgia 30339

cc: William B. Harrison, Jr., Chairman & CEO  
JPMorgan Chase/Chase Bank USA, N.A.  
P.O. Box 15650  
Wilmington, DE 19886-5650

**NOTICE OF DEFAULT (Second Copy)**

Jointly, individually and personally,

Regarding Account Number: 4266 8510 1359 5670, the following statements are true:

On September 02, 2005, a First Copy Document Draft was sent by USPS certified mail to First USA Bank One Chase in order to pay off the above referenced account in the amount stated by Bank One. First USA Bank One Chase (now known as Chase Bank USA, N.A.) received it on September 06, 2005 and had 90 days from date of issue to present it -- but failed to do so.

On November 04, 2005 a Second Copy Check -- which replaces and, by legal custom, supercedes and nullifies the previously issued First Copy Document Draft -- was sent to MANN BRACKEN, LLC, by USPS certified mail and made out to Chase Bank USA, N.A., to again attempt to pay off the above referenced account, under the groundless threat of arbitration, in the same amount stated by Chase Bank USA, N.A. MANN BRACKEN, LLC received it on November 08, 2005. Their client Chase Bank USA, N.A. had 10 days from date of issue to present it -- but again failed to do so.

A mistake having been found in the Second Copy Check, a Third Copy Check was issued and sent by USPS certified mail on December 15, 2005 to MANN BRACKEN, LLC, again made out to Chase Bank USA, N.A. in the full amount indicated for the above account, which was received on December 19, 2005. Chase Bank USA, N.A. had 10 days from date of issue to present this Check -- and once again, Chase Bank USA, N.A. failed to present the tendered payment, effectively refusing all attempts to pay off this alleged debt.

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**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.
- (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 indorser 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, Chase Bank USA, N.A. 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 MANN BRACKEN, LLC and Chase Bank USA, N.A. 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 MANN BRACKEN, LLC and Chase Bank USA, N.A. 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, Mark T. Wenham, 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 28<sup>th</sup> day of December, 2005.

Mark T. Wenham

Mark T. Wenham  
P.O. Box 1909  
Duxbury, MA 02331

**COMMONWEALTH OF MASSACHUSETTS -- PLYMOUTH, SS**

On this 28<sup>th</sup> day of December, 2005, before me, the undersigned notary public, personally appeared

MARK T Wenham,

proved to me through satisfactory evidence of identification, which was a current driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Susan M. Arruda

(official seal and signature of notary.)

My commission expires:

SUSAN M. ARRUDA  
MY COMMISSION EXPIRES  
11/14/2008



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

Record #: 265

Date: December 28, 2005

Prepared by:

Mark T. Wenham

Mark T. Wenham  
P.O. Box 1909  
Duxbury, MA 02331