

To: Kenneth D. Lewis

MBNA America

Certified Mail Receipt # 7005 0390 0000 7693 7389

PO Box 15026

Wilmington, DE 19850-5026

NOTICE AND JUDGMENT OF DEFAULT

Jointly, individually and personally:

Regarding Account Number 5490 3537 1665 0360, the following statements are true.

On May 4, 2006 a Sight Draft was sent to MBNA America to pay off the above referenced account in the amount stated by MBNA America. MBNA America received it on May 8, 2006. MBNA America had 21 days as of this writing 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 MBNA America is hereby deemed to be in default.

DECISION

Decision in favor of CARDHOLDER 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) the MBNA America's failure to present tendered Sight Draft is a breach of contract;

It is hereby ordered that MBNA America 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 MBNA America will discontinue all collection efforts and harassment of CARDHOLDER regarding the instant account;

MBNA America has refused or is unable to provide proof of debt. This refusal or inability is prima facie evidence that MBNA America used undersigned's property to fund the instant account. MBNA America has failed or refuses to return undersigned's property as required. Therefore, it is ordered that MBNA America pay undersign in the amount shown on the attached statement for the unauthorized use of undersigned's property.

Failure to comply with this decision or any further attempts by MBNA America to collect or sell this alleged debt to a collection agency will be considered fraud, illegal harassment, extortion, racketeering and out right attempting to steal. Pursuant to natural law, any and all actions necessary to protect my life and property from being stolen will be taken against the officers of MBNA America, and its parent and/or affiliated legal/collection/arbitration companies. You, the corporation, and its officers will be named in the criminal and civil complaints.

Any unsigned documents or documents not signed in blue ink by a Bank Officer will be considered as frivolous. MBNA America will be charged for my time and effort to respond to any future frivolous contact. I charge \$1,000 per hour to respond to such documents and phone calls. Minimum time per occurrence is one half hour.

I Lane Rienks, 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 28th day of May, 2006



Lane Rienks

5426 Pine Arbor

Houston, TX 77066

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

Record # : lanecrienks_rienks

Date : May 28,2006

Prepared and Mailed by:



Lane Rienks

5426 Pine Arbor

Houston, TX 77066