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**Certified Mail No: 7006 0810 0000 8487 2090**

**To: Don Berman, CEO**

**MERRICK BANK  
P.O. Box 5721  
HICKSVILLE, NY 11804**

### **NOTICE OF DEFAULT**

Jointly, individually and personally regarding **MERRICK BANK** account number **4120 6130 6400 3384**, the following statements are true.

On May 22, 2006 **Sight Draft # MT1146-13** in the amount of **\$937.70** was issued to **MERRICK BANK** to pay off the above referenced account in the amount stated by **MERRICK BANK**. **MERRICK BANK** received it on May 24, 2006. **MERRICK BANK** had 10 days from date of issue to present it for payment but has failed to do so.

#### **§1303.68. (UCC 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 **MERRICK 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 §1303.68. (UCC 3-603) (b) it is determined that this alleged debt is hereby discharged;

It is hereby ordered that **MERRICK BANK** has ten (10) days from the date of this NOTICE to report the above referenced instant account to all credit bureaus as "paid as agreed" "account closed by consumer" and show the balance owed as "zero" (0);

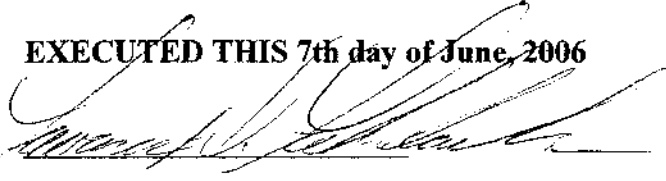
It is hereby ordered that **MERRICK BANK** will discontinue all collection efforts and harassment of CARDHOLDER regarding this instant account;

**MERRICK BANK** has refused or is unable to provide proof of debt. This refusal or inability is prima facie evidence that **MERRICK BANK** used undersigned's property to fund the instant account. **MERRICK BANK** has failed or refuses to return undersigned's property as required. Therefore, it is ordered that **MERRICK BANK** has ten (10) days from the date of this NOTICE to pay undersigned the amount shown on the attached statement for the unauthorized use of undersigned's property.

Failure of **MERRICK BANK** to comply with this decision may result in the undersigned taking any and all action necessary under natural law to protect his rights, life, and property. These action may include but are not limited to filing civil suit in Federal District Court for damages.

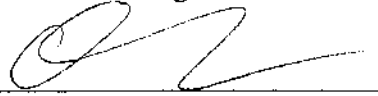
I **Lawrence D Fehrenbacher**, knowing the penalty of bearing false witness, hereby affirm the foregoing to be true and correct to the best of my knowledge and belief and do affix my signature in testimony of the foregoing default judgment.

**EXECUTED THIS 7th day of June, 2006**



**Lawrence D Fehrenbacher**  
**10303 Almira Avenue**  
**Cleveland, Ohio 4411**

Signatory, **Lawrence D Fehrenbacher**, personally appeared before me and is known to me and did affix his signature to this document. In witness thereof I set my hand and seal



Notary Public in and for the **State of Ohio**.

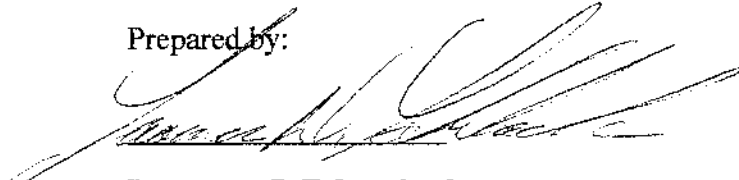
My commission expires: **DANIEL T. KNOWLS**  
NOTARY PUBLIC, STATE OF OHIO  
Recorded in Cuyahoga County  
My Comm. Expires Apr. 14, 2009

This document has been recorded at [PeoplesRecorder.com](http://PeoplesRecorder.com) for the world to see.

Record # : LDF04

Date : June 7th, 2006

Prepared by:



**Lawrence D Fehrenbacher**  
**10303 Almira Avenue**  
**Cleveland, OH 44111**

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# **Final Notice**

## **Billing Statement**

**MERRICK BANK**  
**Don Berman, CEO**  
**P.O. Box 5721**  
**HICKSVILLE, NY 11804**

### **ACCOUNT SUMMARY**

<b>Date of Statement:</b>	<b>June 7, 2006</b>
<b>Account Number:</b>	<b>4120 6130 6400 3384</b>
<b>Transaction Discription:</b>	<b>Unauthorized negotiation of private instrument as detailed in the Notice of Default of June 7, 2006</b>
<b>Total Amount Of Asset:</b>	<b>\$750.00</b>
<b>Interest Owed:</b>	<b>\$200.00</b>
<b>Total Amount Owed:</b>	<b>\$950.00</b>
<b>Payment Due Date:</b>	<b>June 12, 2006</b>

#### **MAIL PAYMENT TO:**

**Lawrence D. Fehrenbacher**  
**10303 Almira Avenue**  
**Cleveland, Ohio 44111**