

Certified Mail # 7005 0390 0002 9453 5268

TO: Merrick Bank
P.O. Box 23356
Pittsburgh, PA 15222-9825

NOTICE OF JUDGMENT AND DEFAULT

Regarding Account Number 4120 6130 6400 3384, the following statements are true.

On September 18, 2006 a Sight Draft #MT1146-28 was sent to Merrick Bank to pay off the above referenced account in the amount of \$563.14 as stated by Merrick Bank. Merrick Bank received it on September 21, 2006. Merrick Bank had 30 days 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 Merrick Bank 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) the Merrick Bank's failure to present tendered Sight Draft #MT1146.28 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 Merrick 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 Merrick Bank will discontinue all collection efforts and harassment of CARDHOLDER regarding the instant account;

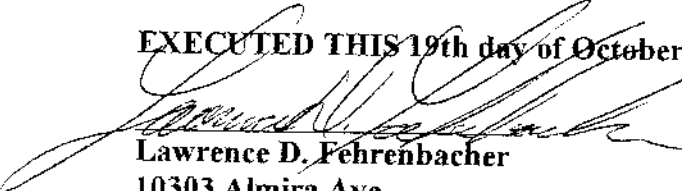
Merrick Bank has refused or is unable to provide proof of debt. This refusal or inability is prima facie evidence that original alleged creditor used undersigned's property to fund the instant account.


Merrick Bank has failed or refuses to return undersigned's property as required. Therefore, it is ordered that Merrick Bank 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 my rights, life, and property.

I Lawrence D. Fehrenbacher, 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 19th day of October, 2006


Lawrence D. Fehrenbacher
10303 Almira Ave.
Cleveland, Ohio 44111

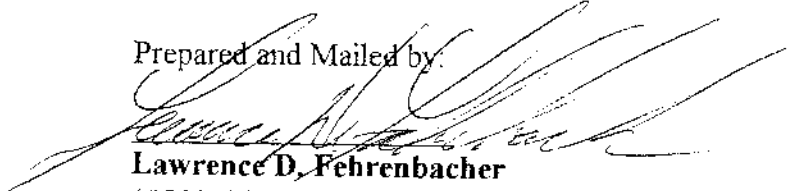
10/19/06

SHARON M. KASARCIK
Notary Public, State of Ohio
Recorded in Cuyahoga County
My commission expires 12-13-2006

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

Record # : lawrence_fehrenbacher24

Date : October 19, 2006

Prepared and Mailed by:


Lawrence D. Fehrenbacher
10303 Akmira Ave.
Cleveland, Ohio 44111

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Final Notice

Billing Statement

**Merrick Bank
P.O. Box 23356
Pittsburgh, PA 15222-9825**

ACCOUNT SUMMARY

Date of Statement:	October 19, 2006
Account Number:	4120 6130 6400 3384
Transaction Discription:	Unauthorized negotiation of private instrument as detailed in the Notice of Default of October 19, 2006
Total Amount Of Asset:	\$750.00
Interest Owed:	\$200.00
Total Amount Owed:	\$950.00
Payment Due Date:	Due upon receipt

MAIL PAYMENT TO:

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