

Midwest Service Bureau, Inc.
625 W. Maple
PO Box 3888
Wichita, KS 67201

NOTICE OF JUDGMENT AND DEFAULT AND ESTOPPEL

Regarding Account Number 4648 0331 9100 6312, the following statements are true.

On July 07, 2010, a Sight Draft was sent to Midwest Service Bureau, Inc. to pay off the above referenced account in the amount stated by Midwest Service Bureau, Inc. Midwest Service Bureau, Inc. received it on July 08, 2010 at 10:22am. Midwest Service Bureau, Inc. had 10 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.MCCABGE*. 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 Midwest Service Bureau, Inc. 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) Midwest Service Bureau, Inc.s failure to present tendered Sight Draft 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 Midwest Service Bureau, Inc. 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 Midwest Service Bureau Inc. will discontinue all collection efforts and harassment of CARDHOLDER regarding the instant account;

Midwest Service Bureau Inc. 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. Midwest Service Bureau Inc. has failed or refuses to return undersigned's property as required. Therefore, it is ordered that Midwest Services Bureau Inc. 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 their rights, life, and property.

I, Bryce Schmidt, 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 12th day of August, 2010



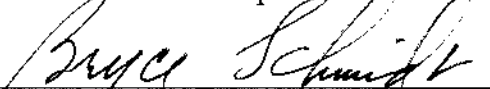
Bryce Schmidt
3801 West 13th St N -- 603
Wichita, Kansas 67203

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

Record #: bryce_schmidt

Date: August 12, 2010

This document Prepared and Mailed by:



Bryce Schmidt
3801 West 13th St N -- 603
Wichita, Kansas 67203

INVOICE

MIDWEST SERVICE BUREAU, INC.
625 West Maple
PO Box 6888
Wichita, Kansas 67201

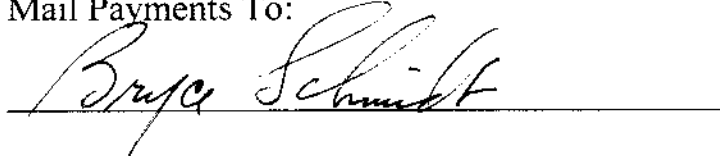
ACCOUNT SUMMARY

Date of Invoice: August 12, 2010

Account Number: XXXX XXXX XXXX 6312

Total Amount Due: \$8001.27

Mail Payments To:

A handwritten signature in cursive script, reading "Bryce Schmidt", is written over a horizontal line.

Bryce Schmidt
3801 West 13th St N -- Apt 603
Wichita, Kansas 67203