

Carolyn Morris  
LAW OFFICES OF CAROLYN MORRIS  
P.O. BOX 3947  
Walnut Creek, California 94598

## **NOTICE OF JUDGMENT AND DEFAULT**

Jointly, individually and personally

Regarding Account Number 0008591724, the following statements are true.

On May 6<sup>th</sup>, 2006 a Sight Draft was sent to LAW OFFICES OF CAROLYN MORRIS to pay off the above referenced account in the amount stated by LAW OFFICES OF CAROLYN MORRIS. LAW OFFICES OF CAROLYN MORRIS received it on May 9<sup>th</sup>, 2006. LAW OFFICES OF CAROLYN MORRIS 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 LAW OFFICES OF CAROLYN MORRIS is hereby deemed to be in default.

## **DECISION**

Decision in favor of STUDENT is hereby granted and it is hereby ordered that:

Pursuant to U.C.C. § 3-603 (a) the LAW OFFICES OF CAROLYN MORRIS '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 LAW OFFICES OF CAROLYN MORRIS 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 LAW OFFICES OF CAROLYN MORRIS will discontinue all collection efforts and harassment of STUDENT regarding the instant account;

LAW OFFICES OF CAROLYN MORRIS 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. LAW OFFICES OF CAROLYN MORRIS has failed or refuses to return undersigned's property as required. Therefore, it is ordered that LAW OFFICES OF CAROLYN MORRIS pay undersigned in the amount shown on the attached statement 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.

We, David VanderBeek and Aimee VanderBeek, knowing the penalty of bearing false witness, hereby affirm, under penalty of perjury, the foregoing to be true and correct to the best of our knowledge and belief and do affix our signatures in testimony of the foregoing default judgment.

EXECUTED THIS 9<sup>th</sup> day of June, 2006

David VanderBeek and Aimee VanderBeek  
David VanderBeek and Aimee VanderBeek

1555 Mesa Verde Dr. E #35L  
Costa Mesa, CA 92626

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Record # : David\_vanderbeek 7

Date : 06/09/2006

Prepared and Mailed by:

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