

Certified Mail # 7006 0100 0003 8130 2313

**TO: National City
P.O. Box 2049
Akron, OH 44309-2049**

NOTICE OF JUDGMENT AND DEFAULT

Regarding Account # **113346403**, the following statements are true.

On **October 16, 2006** Sight Draft #MT1146-32 was sent to the **National City Bank** to pay off the above referenced account in the amount of \$276.85 as stated by **National City Bank**.

National City Bank received Sight Draft #MT1146-32 on **October 19, 2006** and had **5** days from the date of issue to present it for payment but has failed or refused 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.

DECISION

Decision in favor of Lawrence D. Fehrenbacher is hereby granted.

It is hereby ordered that:

*since the undersigned closed the above referenced account on August 9, 2006 at the **National City Bank** branch located at 110th and Lorain Ave., Cleveland, Ohio 44111;

*and, pursuant to **U.C.C. § 3-603 (a)** **National City Bank** failed or refused to present tendered Sight Draft #MT1146-32 for payment;

* and, since **National City Bank** has refused or is unable to provide demanded documentation as proof of alleged debt;

* and, since the refusal or inability to provide demanded documentation as proof of alleged debt is prima facie evidence of fraud;

*and, since **National City Bank** has failed or refused to return undersigned's property as required,

National City Bank is hereby declared to be in breach of contract.

Based on the foregoing evidence **National City Bank** is hereby deemed to be in default.

It is further ordered that;

*the above referenced account is in good standing,

*the above referenced account has been lawfully closed by undersigned as of August 9, 2006,

*the above referenced account has been paid in full as agreed,

***National City Bank** shall report the account to all credit bureaus and other reporting agencies as "paid as agreed" and show the balanced owed as zero (0);

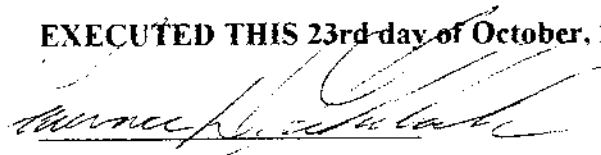
***National City Bank** is restrained from reporting any and all negative information regarding the undersigned and the above referenced account to ChexSystems and/or any other third party reporting company or agency.

*The reporting of any negative information regarding the undersigned and the above referenced account to any third party reporting company or agency is prima facie evidence of fraud.

Failure to comply with this decision will result in the undersigned taking any and all action necessary under natural law to protect his 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 23rd day of October, 2006



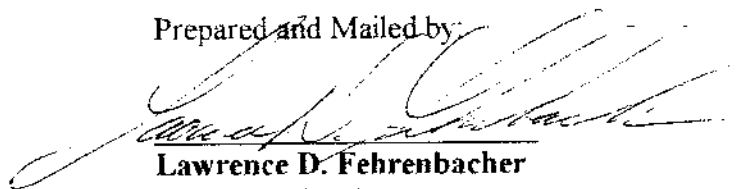
Lawrence D. Fehrenbacher
10303 Almira Ave.
Cleveland, Ohio 44111

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

Record # : lawrence_fehrenbacher26

Date : October 23, 2006

Prepared and Mailed by:



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