

Certified Mail # 7005 0390 0002 9453 4797

**TO: National City Bank
Billing Department
P.O. Box 5756
Cleveland, OH 44101**

NOTICE OF JUDGMENT AND DEFAULT

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

On **August 10, 2006** Sight Draft #MT1146-23 was sent to the **National City Bank** to pay off the above referenced account in the amount of \$156.87 as stated by **National City Bank**. **National City Bank** received it on **August 11, 2006**. **National City Bank** had **30** days from the date of issue to present it for payment 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 **National City Bank** is hereby deemed to be in default.

DECISION

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

Pursuant to U.C.C. § 3-603 (a) the **National City Bank's** failure to present tendered Sight Draft #MT1146-23 for payment is in breach of contract;

The alleged account was demanded closed by **ACCOUNTHOLDER** on August 9, 2006 at **National City Bank** branch located at 110th and Lorain Ave., Cleveland, Ohio 44111.

Additionally, **National City Bank's** has been deemed to be in default. Therefore, it is hereby ordered that the agreement involving the above mentioned account has been lawfully surrendered and is void;

It is hereby ordered that **National City Bank** shall report the account to all credit bureaus as "paid as agreed" and show the balanced owed as zero (0);

It is hereby ordered that **National City Bank** is restrained from reporting any and all negative information regarding the undersigned and the alleged account to ChexSystems and/or other third party reporting companies or agencies. The reporting of negative information as indicated is prima facie evidence of fraud.

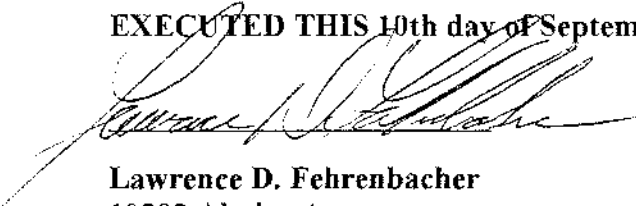
It is hereby ordered that **National City Bank** has refused or is unable to provide proof of debt. This refusal or inability is prima facie evidence that original alleged creditor used undersigned's property to fund the account. **National City Bank** have failed or refused to return undersigned's property as required.

It is hereby ordered that the **National City 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 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 10th day of September, 2006

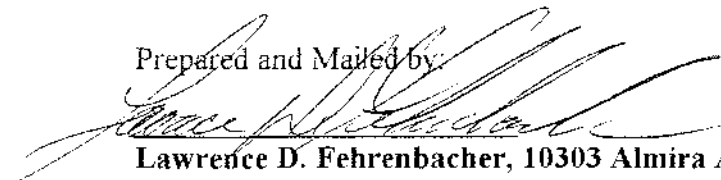


Lawrence D. Fehrenbacher
10303 Almira Ave.
Cleveland, Ohio 44111

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

Record # : LDanD52 Date : September 10, 2006

Prepared and Mailed by:



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

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Final Notice

Billing Invoice

**National City Bank
Billing Error Dept.
P.O. Box 5756
Cleveland, OH 44101**

ACCOUNT SUMMARY

Date of Statement:	September 10, 2006
Account Number:	113346403
Transaction Discription:	Unauthorized negotiation of private instrument as detailed in the Notice of Judgment and Default of September 10, 2006
Total Amount Of Asset:	\$156.87
Interest Owed:	\$100.00
Total Amount Owed:	\$256.87
Payment Due Date:	Due upon receipt

MAIL PAYMENT TO:

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