

**From:**

MCATEE, KURT A  
2677 SOUTH LINDEN COURT  
DENVER CO 80222-7107

**To:**

PALISADES COLLECTION, LLC  
PO BOX 1244  
ENGLEWOOD CLIFFS NJ 07632-0000

**NOTICE OF JUDGMENT AND DEFAULT AND ESTOPPEL**

Regarding Account Number 4417126069117176, the following statements are true.

On December 22, 2009 a Sight Draft was sent by Certified United States mail, Certified Mail Article # 70060100000456990711, first-class postage prepaid to **PALISADES COLLECTION, LLC** to pay off the above referenced account in the amount stated by **PALISADES COLLECTION, LLC**. **PALISADES COLLECTION, LLC** received it on December 29, 2009. **PALISADES COLLECTION, LLC** 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. 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 **PALISADES COLLECTION, LLC** 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 **PALISADES COLLECTION, LLC** 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 **PALISADES COLLECTION, LLC** shall report the instant account to all credit bureaus as "paid as agreed" and show the balanced owed as zero (0);

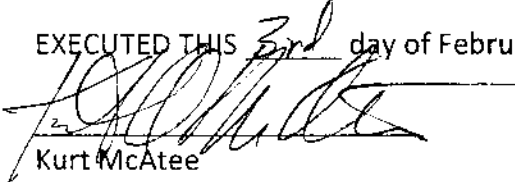
It is hereby ordered that **PALISADES COLLECTION, LLC** will discontinue all collection efforts and harassment of CARDHOLDER regarding the instant account;

**PALISADES COLLECTION, LLC** 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. **PALISADES COLLECTION, LLC** has failed or refuses to return undersigned's property as required. Therefore, it is ordered that **PALISADES COLLECTION, LLC** 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.

**Kurt McAtee**, knowing the penalty of bearing false witness, hereby affirms, 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 3rd day of February 2010



Kurt McAtee  
2677 S LINDEN COURT  
DENVER CO 80222-7107

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

Record #: KM12GOBIG

Date: 3 February 2010

Prepared and Mailed by Certified United States mail, Certified Mail Article # 70060100000456990681, first-class postage prepaid to **PALISADES COLLECTION, LLC**:



Kurt McAtee  
2677 S LINDEN COURT  
DENVER CO 80222-7107

# Invoice

PALISADES COLLECTION, LLC  
PO BOX 1244  
ENGLEWOOD CLIFFS NJ 07632-0000

This billing is for the unauthorized use of undersigned's application from:

**29/Dec/2006 to 3/Feb/2010**

## Account Summary

**Date of Invoice:** 3 February 2010

**Account Number:** 4417126069117176

**Beginning Balance:** \$18,788.83

**Rate of Interest:** 19.99%

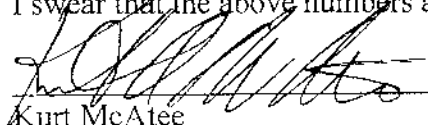
**Interest to Date:** \$13,670.16

**Total Amount Due:** \$32,458.99

**Payment Due Date:** 3 March 2010

## Mail Payments to:

I swear that the above numbers are true and accurate to the best of my knowledge.



Kurt McAtee  
2677 S. Linden Ct  
Denver, CO 80222