

NOTICE OF JUDGMENT AND DEFAULT

Wolpoff & Abramson Agency
5215 North O'Connor Blvd
Irving TX 75039

Lane Rienks
Account # WA 162566952
MBNA 5490 3537 1665 0360

Regarding the referenced Account Number, the following statements are true.

On July 11, 2006 a Sight Draft was sent to Wolpoff & Abramson Name to pay off the above referenced account in the amount stated by Wolpoff & Abramson. Wolpoff & Abramson received it on July 17, 2006. To date, Wolpoff & Abramson had 31 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 Wolpoff & Abramson Name 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 Wolpoff & Abramson'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 Wolpoff & Abramson shall report the instant account to all credit bureaus as "paid as agreed" and show the balanced owed as zero (0);

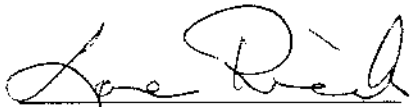
It is hereby ordered that Wolpoff & Abramson will discontinue all efforts and harassment of CARDHOLDER regarding the instant account;

Wolpoff & Abramson 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. Wolpoff & Abramson has failed or refuses to return undersigned's property as required. Therefore, it is ordered that Wolpoff & Abramson 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.

I, Lane Rienks, 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 14th day of August 2006.



Lane Rienks
5426 Pine Arbor
Houston TX 77066

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

Record # : lane_rienks3

Date : August 14, 2006

Prepared and Mailed by:



Lane Rienks
5426 Pine Arbor
Houston TX 77066

Statement

MBNA America
POB 15026
Wilmington DE 19850-15026

From 05/30/2000 to 05/30/2006

Account Summary

Date of Statement: 05/25/2006

Account Number: 5490 3537 1665 0360

Beginning Balance: \$25,000.00

Rate of Interest: 16%

Interest to Date: \$45,665.48

Total Amount Due: \$70,665.48

Payment Due Date: 6/25/2006

Mail Payments to:

Lane Rienks
5426 Pine Arbor
Houston, TX 77066