

Chairman of the Board
Washington Mutual Card Billing Disputes
P.O. Box 9016
Pleasanton, CA 94666-9016

NOTICE AND JUDGMENT OF DEFAULT

Jointly, individually and personally regarding account number 4185-8500-9193-2422,
the following statements are true.

On October 30, 2006 a Sight Draft was sent to Washington Mutual to pay off the above
referenced account in the amount stated by Washington Mutual. Washington Mutual
received it on November 3, 2006 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,
MOCABE, 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 sneaking
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, 650 F2d 297, 299-300.

Based on the foregoing evidence Washington Mutual is hereby deemed to be in
default.

DECISION

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

It is ordered that the agreement involving the above mentioned account has been lawfully surrendered and is void;

Pursuant to U.C.C. ~ 3-603 (a) the Washington Mutual's failure to present tendered Sight Draft is a breach of contract;

It is hereby ordered that Washington Mutual 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 Washington Mutual will discontinue all collection efforts and harrassment of CAEDHOLDER regarding the instant account.

Washington Mutual has refused or is unable to provide proof of debt. This refusal or inability is prima facie evidence that Washington Mutual used undersigned's property to fund the instant account. Washington Mutual has failed or refuses to return undersigned's property as required. Therefore, it is ordered that Washington Mutual 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.

I, Gary Aga, 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 4 day December 2006

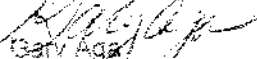


Gary Aga
N6460 Hwy. K
Neillsville, Wisconsin 54456

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

Record #: 76,74,056
Date: December 4, 2006

Prepared and Mailed by :



Gary Aga
N 6460 Hwy. K
Neillsville, Wisconsin 54456

INVOICE

THIS BILLING IS FOR THE UNAUTHORIZED USE OF UNDERSIGNED'S APPLICATION FROM:

6/05 - 12/06

ACCOUNT SUMMARY

DATE OF INVOICE: December 4, 2006

ACCOUNT NUMBER: 4185-8600-9193-2422

BEGINNING BALANCE: \$9000.00

RATE OF INTEREST: 12%

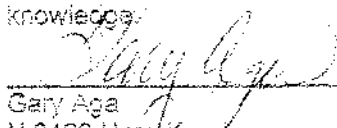
INTEREST TO DATE: \$1620.00

TOTAL AMOUNT DUE: \$10620.00

PAYMENT DUE DATE: December 19, 2006

MAIL PAYMENTS TO:

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



Gary Age
N 6460 Hwy K
Neillsville, Wisconsin 54456