

Certified Mail No: 7005 1160 0005 4573 4622

To: Dick Kovacevich, CEO
Wells Fargo
P.O. Box 5156
Sioux Falls, SD 57117

NOTICE OF DEFAULT

Jointly, individually and personally

Regarding Account Number 0008712003, the following statements are true.

On October 27, 2005 a Check was sent to Wells Fargo Bank to pay off the above referenced account in the amount stated by Wells Fargo Bank. Wells Fargo Banks received it on October 31, 2005. Wells Fargo Bank had 90 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.

(b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an endorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.

(c) If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

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 Wells Fargo Bank is hereby deemed to be in default.

DECISION

Decision in favor of the CARDHOLDER is hereby granted:

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 (b) it is ordered that the alleged debt is hereby discharged;

It is hereby ordered that Wells Fargo Bank 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 Wells Fargo Bank will discontinue all collection efforts and harassment of CARDHOLDER regarding the instant account;

Wells Fargo Bank has refused or is unable to provide proof of debt. This refusal or inability is prima facie evidence that Wells Fargo Bank used undersign's property to fund the instant account. Wells Fargo Bank has failed or refuses to return undersign's property as required. Therefore, it is ordered that Wells Fargo Bank pay undersign in the amount shown on the attached statement for the unauthorized use of undersign's property.

Failure to comply with this decision will result in the undersign taking any and all action necessary under natural law to protect their rights, life, and property.

I, David VanderBeek, knowing the penalty of bearing false witness, hereby affirm 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 27th day of January, 2006


David VanderBeek
1555 Mesa Verde Dr. E #35L
Costa Mesa, CA 92626

Affidavit

State of California}

} ss:

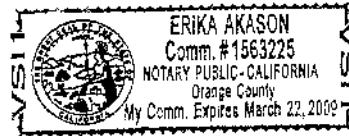
County of Orange}

Signatory, David VanderBeek, personally appeared before me
Erika Akason, Notary Public and is known to me and did
affix his signature to this document. In witness thereof I set my hand and seal

Erika Akason

Notary Public in and for the State of California.

My commission expires: March 22, 2009



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

Record #: David_vanderbeek6

Date: 01/27/06

Prepared by:

D. VanderBeek
David VanderBeek
1555 Mesa Verde Dr. E #35L
Costa Mesa, CA 92626