

THIS SECURITY NOTE IS A LEGAL TENDER AT FACE VALUE FOR ALL DEBTS PUBLIC AND PRIVATE

WARNING THIS SECURITY HAS SECURITY FEATURES IN THIS PAPER

## CERTIFIED

# NEGOTIABLE SECURITY No.: 000053120

Legally Tendered in terms of the Negotiable Instruments Act; TENDER ACT; Public Law 73-10, Chapter 48 Stat §112: U.C.C. Article 3- §414, 3-\$603: 31U.S.C. \$5118 (d)(2): 31 U.S.C. \$463, Public Law 97:258 U.C.C. Article 4 \$302, 12 U.S.C. \$411; Securities Act \$2(1), 3(a)(3), Congressional Banking Statutes, Title 62; 31 U.S.C. §5312, U.C.C. 2 § 104, 12 USC §1813 (L), Public Policy; U.C.C. Article 8, Ruling Security Law, Federal Reserve Act §16; settlement in terms of the Unite States Supreme Court; and United Nations UNCITRAL Convention Treaty, All offers are accepted for honor pursuant to 40 Stat § 411, Section 7(e)

This Security was Issued from: City of Aliceville state of Alabama AM/USA DATE: 06 April 2022

AMOUNT: \$6,000,000,00 AMOUNT: SIX MILLION UNITED STATES SECURITY DOLLARS \*\*\*USD\*\*\* Inst # 2022040584 Pages 1 of 2 I certify this instrument filed on 4/11/2022 10:02 AM Doc NOTICE Judge of Probate Jefferson County, AL. Rec. \$19.00

USPS 35071

U.C.C. Commercial Registry Security Instrument; Registered number: 220017565038 THIS CERTIFIES THAT:

Clerk: NICOLE

I, DEANDREW ROLONZO JOHNSON II, Registered Private Banker, with Debt Account Number: 416-51-3919 , herby obligated to Pay to the Order of FIRST HORIZON BANK, CREDITOR, INVESTOR, Bearer, Agent, Employee Representative, Assign, or NOTE Holder in due course, WITHOUT RECOURSE, with zero interest, the full amount specified by this CREDIT AGREEMENT PAYOFF SECURITY INSTRUMENT; COLLATERAL FOR DEPOSIT; SECURITY; PROVISIONAL SETTLEMENT; MONEY; AS GOOD AS AVAL; SET OFF OF CLAIMED DEBT; ACCOUNT CLOSURE; FOR VALUE RECEIVED; "seen"; " A + Security "; "CONSUMER PURCHASE"; "ESTATE REDEMPTION FUNDS ASSETS TRANSFER®

TERMS AND CONDITIONS

The final claimed Debt or Assessed Tax Payoff will be made from the account of and the obligations of the United States 18 U.S.C. § 8 and a full acquittance and discharge for all purposes of the obligation of the Debtor/Borrower by the U.S. Treasury Alien Property Custodian, 40 Stat 111, §7(e); 50 U.S.C. §4305(b)(2); 12 CFR 201.108 for full settlement to the part of the public debt due its Principals and Sureties as full consideration claimed debt account closure. Final payment or payoff with no prepayment penalty with all rights reserved shall be collected after communication, acceptance, or rejection by Assignee, Investor, Bearer, Holder, or Owner when the set off final debt or tax assignment payment obligation has been fulfilled. This legal security Instrument credit agreement, payoff, counter offer, release, satisfaction, set off, note, full acquittance, discharge, and account closure of original claimed debt constitutes a valid credit agreement payoff discharge between the parties via U.S. Treasury Alien Property Custodian; nullifies and voids original claimed debt agreement as tendered payment or credit to claimant's agent/employee via U.S. Treasury representing claimant upon any communication. Failure to follow these terms and conditions, assignee, claimant, investor, bearer, or holder has accepted this Legal Credit Agreement Payoff Commercially Registered Security as full settlement, discharge, set off, closure of claimed debt account to be collected from U.S. Treasury Alien Property Custodian or Must Be Deposited in a Depository Bank per UCC 3-§310. To obtain full credit, only process via the TREASURY DEPARTMENT Alien Property Custodian. All offers are accepted pursuant to 40 Stat 411, §7(e); 50 U.S.C. §4305(b)(2); 12 CFR 201.108; 31 USC §9303, §5312(2)(C), §3302, §3123; UCC 3-§402, §603, §411; Tacit Procuration; FRCP Rule 8; TENDER ACT; U.C.C. STATUTES; Banking Laws; 8 STAT §80; Administrative Procedure Act of 1946; and agent bilateral contracted security acceptance debt discharge signature; written or verbal refusal of legally tendered security payoff when "seen". The final payment/payoff is to be collected by Assignee, Claimant, Investor, or Holder from U.S. Treasury Alien Property Custodian. Maker herby grants permission of this securitized tendered Commercially Registered Negotiable Security Instrument that shall be used as collateral for collection to eliminate/terminate/discharge claimed debt or assessed tax, to be used by Assignee, Claimant, Investor, Holder for claimed debt or assessed tax payoff, on whereas such non-return; sold, monetization; deposit; agent/employee acceptance; UPU stamped certified mailed, physical presentment; communication; insurance payment of debt; foreclosure; Treasury credit; IRS Credit; taxes; agent/employee refusal, oral or written; trade; sale; hold; destroy; lost; or assigned shall immediately legally void and terminate the Lender/Holder/Claimant/Investor original claimed debt lien security documents or tax assessments and Borrower; one of the People, 8 Stat §80, payment obligations herein shall be satisfied; released; canceled; discharged; full acquittance; and suspended with permanent account closure.

Medallion Securitized Security Signature Transfer Stamp NEGOTIABLE SECURITY INSTRUMENT ISSUED by DEANDREW ROLONZO JOHNSON II ESTATE/TRUST PRIVATE BANK

Autograph DEANDREW ROLONZO JOHNSON II Without Recourse; 40 Stat §411, §7(e); 50 U.S.C. §4305 104/

JURAT AND OATH

state of Alabama

EFFERSON <del>Pickens</del> County

Sworn to (or affirmed) before me this 8th day of APRIL \_ 20 \_\_\_\_\_\_ by DEANDREW ROLONZO JOHNSON II, who proved to me on the basis of satisfactory evidence to be one of the people, whose name is subscribed this legal instrument that he/she executed the same in his/her authorized capacity, and that by his/her autograph as one of the people, has officially acted an executed.

LENICE JUNE RICHARDSON Signa ure Luce Just Lottery Name: Notary Public, Alabama State At Large
My Commission Expires 2/4/2024

OR Produced Identification \_\_\_\_\_\_ \_\_ Type of Identification Produced Pesper Personally, Known VOID WHERE PROHIBITED BY LAW. ALL offers are accepted for honor pursuant to 40 Stat §411, §7(e), 50 ALA U.S.C. §4305(b)(2) This Negotiable ARTICLES III and VIII SECURITY INSTRUMENT, LEGAL TENDER and U.S. CURRENCY being presented by this registered Private Banker in full settlement, discharge, set off, 58 TONZO IOHA and Debt Account Closure of all claimed debts and credit agreements per U.C.C. 2-§304; 12 U.S.C. §1813(L), §24, Seventh; 31 U.S.C. §463, §5103, §5118(d)(2), §5312; Public Law 97-258, 18 U.S.C I.R.S. Code §1.1001-14653CCH; TENDER ACT; 40 Stat §411, §7(e); 50 U.S.C. §4305(b)(2); and FEDERAL RESERVE ACT §16

#### Pay To The Order of the United States Care of Treasury Alien Property Custodian For Credit Without Recourse

By; LANG Solon Johnson II: (father, son, holy ghost All offers are accepted for bonor pursuant 40 Stat \$411, Section 7(e): 50 U.S.C. \$4305 (b)(2)





### CERTIFIED

#### WITHOUT PREJUDICE

When Recorded Return To: DEANDREW ROLONZO JOHNSON II 10031 Highway 14 Alicevillie, Alabama 35442

TO: HOPE DMUCHOWSKI, CFO; MERS, AGENT, CREDITOR, AUTHORIZED REPRESENTATIVE, OR AGENT EMPLOYEE FOR INVESTOR FIRST HORIZON BANK 165 MADISON AVENUE MEMPHIS, ALABAMA 38103

07 April 2022

Dear HOPE DMUCHOWSKI, CFO; MERS, AGENT, CREDITOR, AUTHORIZED REPRESENTATIVE, OR AGENT EMPLOYEE FOR INVESTOR FIRST HORIZON BANK

Find enclosed U.C.C. Articles 3 and 8 negotiable security agreement, accepted Credit Agreement Payoff, Discharge, Release, Full Settlement and account closure of claimed lien debt, Legally Tendered (Serial No. 000053120) Bank Money, Title 12 U.S.C. §1813(L), §95(a)(2), §112, 1962 Nunc pro Tunc, Title 12 U.S.C. §24 Seventh, and Federal Reserve Act §16. In consideration for full payment of the claimed debt evidenced by the original Government Entity or Lender security agreement debt security note and security lien contract dated \_\_\_\_\_\_\_, which set out terms of repayment of the alleged original security credit loan in the original presumed loaned amount of \$\_\_\_\_\_\_, Title 31 U.S.C.§5118(d)(2), 31 U.S.C.A.,§463, Tender Act and Public Law 97-258 states debts can be paid with Security Notes, with all offers being accepted for honor pursuant to 40 Stat §411, Section 7(e) applies to any Government Entity or bank note or Security holder, FIRST HORIZON BANK or MERS, note holder, releases, satisfies, discharges, and cancels with full settlement and account closure, DEANDREW ROLONZO JOHNSON II, the Secured Party, Creditor, from any claims or payment obligations on the discharged and cancelled account of this tax debt or original presumed note and debt lien security. DEBT, TAX, and/or Note holder intends that this new Credit Agreement Payoff Security releases, satisfies, and cancels the claimed Debt, tax, NOTE and/or Lien Security, legally binds and benefit both note holder/owner/tax assessor, and any/all successors through securitization and/or monetization of Creditor/Beneficiary/General Executor ESTATE/TRUST signature.

Sincerely.

In pure truth, all rights reserved without prejudice

U.C.C. Article 1 Remedy At Law

By: HENNOV KAIONED MINERY, WITHOUT PREJUDICE

DEANDREW ROLONZO JOHNSON II (unlimited)

(Non Assumpsit) All offers are accepted for honor pursuant to 40 Stat §411, Section 7(e); 50 U.S.C. §4305(b)(2)

**JURAT AND OATH** 

state of Alabama FAFISM <del>Picken</del>s County

Sworn to (or affirmed) before me this day of day of 2022, by **DEANDREW ROLONZO JOHNSON II**, who proved to me on the basis of satisfactory evidence to be one of the people, whose name is subscribed this legal instrument that he/she executed the same in his/her authorized capacity, and that by his/her autograph as one of the people, has officially acted an executed.

Signatur Notary Name: WYNY J TOUY Notary Notary Notary VOID WHERE PROHIB TED BY LAW ALL offers accepted for honor Via Stat 411, Section 7(e): 50 U.S.C. §4305(b)(2)

NOTE: The above noted Certifying NOTARY PUBLIC is not an attorney licensed to practice law in any State and has not given legal advice or accepted fees for legal advice; provided any assistance in the preparation of the above referenced document; nor has any interest in any issue referenced therein. The above noted Certified NOTARY PUBLIC is NOT a party to this action and is ONLY acting in an authorized capacity, requested as a third-party witness to CERTIFY the signature(s) indicated herein, in accordance with Notary Protest, which is a Law of the Sea and Maritime Admiralty law CONCERNING A SECURITY INSTRUMENT, PROMISSORY NOTE, or Bill of Exchange Bankers Note. The Certifying NOTARY is an independent contractor and is not a party to this claim. In fact, the Certifying NOTARY is a Federal Witness, pursuant to U.S.C. TITLE 18, PART 1, CHAPTER 73, sec. 1512— Tampering with a witness, victim, or an informant. The Certifying NOTARY also performs the functions of a Quasi-Postal Inspector under the Homeland Security Act by being compelled to report any violations of the U.S. Postal Regulations as an Officer of the Executive Department of the UNITED STATES Government. The Noted Certified NOTARY is a State Official; Officer of the Court; and a Deputy Secretary of State, Appointed and Commissioned by the State Governor, with Representative Authority to issue Notary Protest Certificates of Default and Summary Judgment under the Administrative Procedure Act of 1946, and; thereby, authorized to issue Notary Protest and Certify Legally Processed Negotiable Security Instruments, Promissory Notes, Bills of Exchange, Bankers Notes, Stocks, and Bonds from a legally licensed document processing company.

All monies paid in lawful U.S. coin money per 12 U.S.C.§411,§95(a)(2), §112, 1962 Nunc pro Tunc FEDERAL RESERVE ACT§16. All offers accepted for honor per to 40 Stat §411, Section 7(e); 50 U.S.C. §4305 (b)(2).

#### PROCESSING MEMORANDUM

Instructions for debt/tax payment by this public Law Commercially Registered security Instrument

Please take Specific Notice that this certified security instrument is NOT to be processed using a check clearing-house or warehouse.

To obtain full credit, only process via the United States Treasury Department Alien Property Custodian via:

Fiduciary: Post the presented funds into the asset column of this claimed debt account and charge the offer and acceptance for full settlement, prepaid and exempt when entered to the post closing balance. This is to be considered a prepaid exchange, a Treasury Direct accrual item, a U.S. bankruptcy proceeding remedy in accord with the congressional mandate from the Secretary of Transportation 31 USC § 9303; U.S.C § 5312 (2)(C); 18 USC §8; 8 STAT§ 80; and Public Law 73-10, Chapter 48 STAT §112 and §113. This security instrument is endorsed on the back when signed by DEBTOR/SECURED PARTY and is made to or for the account of the United States and an obligation of the United States 50 USC §4305 (B)(2); 40 STAT. 411 §7(e); 12 CFR 201.108 to be disbursed to Bank, Investor, TRUST, Head of Collections Department, Owner of Holder of claimed DEBT.

When communicated to U.S Treasury Alien Property Custodian, the claimed debt; herunder; shall to the extent thereof be a full acquittance and discharge of the claimed debt for all purposes of the obligation of the operation making the same; and no person shall be held liable in any court for or in respect to anything done or omitted in good faith:

ACT OCT, 6. 1917 CH. 106, 40 STAT, 411, §7(e) "No person shall be held liable in any court for or in respect to anything done or omitted in pursuance of any order, rule or regulation made by the President under the authority of this Act [sections 1 to 6, 7 to 39, and 41 to 44 of this Appendix]. Any payment, conveyance, transfer, assignment, or delivery of money or property made to the alien property custodian hereunder shall be a full acquittance and discharge for all purposes of the obligation of the person making the same to the extent of same. TThe alien property custodian and such other persons as the President may appoint shall have power to execute, acknowledge, and deliver any such instrument or instruments as may be necessary or proper to evidence upon the record or otherwise such acquittance and discharge, and shall, in case of payment to the alien property custodian of any debt or obligation owed to any enemy or ally of enemy, deliver up any notes, bonds, or other evidences of indebtedness or obligation, or any security therefore in which such enemy or ally of enemy had any right or interest that may have come into the possession of the alien property custodian, with like effect as if bhe ot they respectively, were duly appointed a certificate of the appointment and authority of such person, and such certificate shall be received in evidence in all courts within the United States, Whenever any such certificate of authority shall be offered to any registrar, clerk, or other recording officer, Federal or otherwise, within the United States, such a officer shall record the same in like manner as a power of attorney, and such record or a duly certified copy thereof shall be received in evidence in all courts of the United States or other courts within the United States."

50 USC §4305 (B) (2) Any payment, conveyance, transfer, assignment, or delivery of property or interest therein, made to or for the account of the United States, or as otherwise directe, pursuant to this subdivision or any rule, regulation, instruction, or infection issued hereunder shall to the extent thereof be a full acquittance and discharge for all purposes of the obligation of the person making the same; and no person shall be held liable in any court for or in respect to anything done or omitted in good faith in connection with the administration of, of in pursuance of and in reliance on, this subdivision, or any rule, regulation, instruction, or direction issued hereunder.

Please be advised a tax credit for the full amount may be used as an option of debt or assessed tax payoff, settlement, set off, discharge, and account closure.

333)HHH

2022

D.R.:Joh



#### PRIVATE BANKER AUTHORIZATION FOR BEARER

AUTHORIZATION as a PRIVATE BANKER: A Legal CAP Processed Promissory Note Negotiable Security a serial Number, Signature, face value, an a Pay to the order of is a Negotiable <u>U.C.C</u> <u>Article 3 and 8 Security</u> which is a payment for debts (<u>Public Law 73-10</u>) to any BANK regarding any amount owed. FEDERAL and STATE OF Courts are Article 1 Private Foreign BAR Business Corporation Courts has stated that only a Banker or Lender can legally write and issue promissory note securities to create a debt or pay off/discharge a ebt with a CPA Promissory Note and Lien Release. Your registered certificate from the Common Law Private Bankers Bank, N.A. (2012) authorizes you as a Private Banker, Lener, and CREDITOR to do Banking Business as a National Bank pursuant to these banking laws.

CAP Promissory Note Negotiable Securities are legal tender per the Negotiable Instruments Act, U.S. Security Act of 1881, and the Uniform Commercial Code Article 3 and Article 8, Controlling Security Law; and the Rule of Banking Law. Reserve Banks who will not accept a CAP Promissory Note SECURITY for debt payoff are attempting to enforce an Unconscionable Contract that creates Unequal Bargaining Power that is illegal; by "not accepting legal tender Securities" under these laws.

Public policy and law 73-10, chapter 48 stat 112 states that a private man or woman, person, or individual who is a Private Banker can create, write, and issue a Promissory Note Security to legally discharge debt written under the full faith and credit of the U.S. Government obligation. Contracts requiring Federal Reserve Promissory Note Bank Debt alleged Money in form of Federal Reserve International Promissory Note Dollars (FRNs) cash, wire transfers, electronic transfers, checkbook money, money orders, cashier checks, or certified checks from a bank, attorney, or escrow company are illegal pursuant to Title 31 U.S.C. §5118(d)(2), 31 U.S.C.§463, and Public Law and Public Policy 97-258, AGAIN, It is both illegal and unlawful for a bank to contract to demand that you pay a presumed debt loan with Federal Reserve Promissory Notes.

"Any comment, brief, request, or notice made by an Attorney are statements of counsel in brief or in argument are not sufficient to dismiss nor for summary judgment, nor can a BAR Attorney represent a register piece of paper or legal fiction Artificial person corporation such as a bank as a foreign agent, because the Attorney is either a Foreign BAR Attorney or a hearsay third party witness." The only victim that has been harmed and INJURED is you with your BANK ACCEPTED SECURITY Legal Tender in claim. (Trinsey v. Pagliaro) D.C. Pa. 1964, 229 F. Supp. 647, United States Supreme Court Case, NOT OVERTURNED and still in legal effect as the Rule of Law.

CAP Promissory Note Negotiable Securities once delivered whether accepted or rejected by the BANK, according to the United Nations Treaty; U.C.C 3-§603; an BANKING LAWS mean that the deal is conclude and the debt has been settled, SET OFF, and Discharged. Banks buy and negotiate securities in their normal course of doing business every banking day under Banking Law. Legally, they can't just say that they do not accept CAP Promissory Note Negotiable Securities. DEANDREW ROLONZO JOHNSON II ESTATE/TRUST Legally Processed CAP Promissory Note Securities, legal tender, and U.S. Currency according to the Negotiable Instruments Act; SEC Security laws; U.C.C. that courts are under. YOU can exercise your right to use promissory note CAP Securities as a Private Banker to pay (Discharge/ Set Off) debts as a

The Congressional Positive Statutes at Large Judicial Law <u>Title 62</u> and the Promissory Note <u>Securities Act of 1881</u> (update version states debts CAN be paid in like kind as there is not true banking laws and treaty law is superior to all other laws. Always sue with a petition claim in a <u>Title 31 H.S.O. O. C.</u>

Title 31 U.S.C. §5103 states our Legally Processed Credit Agreement Payoff Promissory Note Securities, Banking Securities, afre a National Bank Currency of the United States Code pursuant to all FEDERAL and STATE Banking Laws.. In accordance with 31 U.S.C. §5103 - "United States coins and currency (including Federal reserve notes and circulating notes of Federal reserve banks and national banks) are legal tender for all debts, public charges, taxes, and dues"; and 18 U.S.C. §8, "...certificates of indebtedness, national bank currency..." provide such Private Banker National Bank Currency pursuant to these banking laws and can be found at www.Cancel1Mortgage.info

A Private Banker, Making, by your signature a CAP security and issuing it to Banks for debt discharge banks, and lenders must "accept" under State, Federal, international, Treaty, Public Policy, and common laws. A Private Banker is a Financial Institution, National Banking Institution, and financial agency pursuant to Federal law, international law, and Common law. Pursuant to 31 U.S.C §5312 a private banker's promissory note Security under U.C.C. 2§304 states "The price Security form of bank money."

CAP Securities Promissory Note Negotiable Securities are required by law and under the contract U.C.C. Color of Law to be accepted as "Legal Tender" Money payment of all debts public and private and are defined in law as "Obligations of the United States", "Legal Tender and "United States Currency"

on the same par and category with Federal Reserve Promissory Notes; Government Notes; Notes; Cash; Checks; Bank Checks; Personal Bank Checks; Wire Transfers; Bank Transfers; Electronic Funds Transfer;

Certified Checks; Treasurer's Check; Money Orders; Stamps; Bank Deposits; or other U.S. Currency.

I.R.S Code section §1.001-14653CCH states that Federal Reserve Note Dollar Commercial Papers are valueless. The only lawful money of the United States is Gold and Silver coins with a one ounce .999 Gold or Silver as per Articles 1, 8, and 10 of the Constitution FOR the United States of America, 1768-89.m Federal Reserve Note Dollars are the COMPANY UNITED STATES CORPORATION (DISTRICT OF COLUMBIA MUNICIPAL CORPORATION) WORTHLESS FIAT COMMERCIAL PAPER MILITARY script, just like the Dummy Corporations that accept them, but that you perceive as money, because no one has the guts to dispute it.

A bank that does not accept Promissory Notes is in violation of the <u>Federal Reserve Act, Public Law and Policy 73-10 chapter 48 Stat §112 and other Federal Banking laws</u> that hold the U.S. Corporation responsible to pay off the debt incurred buy the American people (Corporate Government).

As a **Private Banker**, it is your right to make, write, and issue **our legal Pre-Processed** CAP promissory Note Securities that Pay off, Set Off, Discharge with closure and full settlement of any debt under Feral, Common Law, And International Law. All debts today are discharged by promise to pay in the future with Promissory Notes debt instruments. All Federal Reserve debt Notes a.k.a "dollars" are registered securities and promises to pay in the future. CPA Securities are also registered per SEC Rules. Promissory Note Securities are considered "money" under Federal Law, Public Policy, International Treaty Law, and Common Law.

When quoting U.S. Code Bar Statutes Color of Law, the private STATE BAR ATTORNEY business corporation courts require them to be quoted with State statute designation. U.C.C. codes are United Nations Statutes and Color of Law. SOLYM v. THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION 53 Md. App. 280 (1982) 452 A.2d 1283. In accordance with 31 U.S.C. §5103 and 18U.S.C. §8, such CAP Private Banker Promissory Note Securities are National Bank Currency, and issued by private citizens who are Private Bankers. Promissory Notes and CAP Securities are the equivalent of money as per 12 U.S.C §1813 L and must be accepted by all banks and financial institutions as discharge and Set Off of all claimed debts.

By signing your signature on; thus, writing, making, and issuing a CAP Pre-Processed Promissory Note Security as per Congressional Positive Statutes At Large, **Section 62**, banking Law, and the **Federal Reserve Act § 16**, you are authorized to pay any debt **without** using private company Federal Reserve International Promissory Note Dollar Commercial Paper from the DISTRICT OF COLUMBIA MUNICIPAL CORPORATION.

It is important to remember that the Congressional Positive Banking Law considers CAP Promissory Note Security to be the same thing as "cash". A CAP Promissory Note Security, once tendered by you and received and accepted by the bank, has to be treated as cash. The principle is that a bill, check, note or security is given and taken (ACCEPTED) in payment as so much cash, and not as merely given a right of action for the creditor to litigate a counterclaim (see <u>Jackson v Murphy</u> [1887] 4 T.L.R. 92).

"We have repeatedly said in this court that a Bill of Exchange or a Promissory Note is to be treated as cash. It is to be honored unless there is some good reason to the contrary" (Lord D in Pl ar [1969] 1 W.L.R. 357 at 361: [1969] 2 All F.R.

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"We have repeatedly said in this court that a Bill of Exchange or a Promissory Note is to be treated as cash. It is to be honored unless there is some good reason to the contrary" (Lord Denning M.R. in Fielding & Platt Ltd v Selim Najjar [1969] 1 W.L.R. 357 at 361; [1969] 2 All E.R. 150 at 152, CA)