Date

™First-Middle: Last©,Secured Party and Creditor

c/o 1234 Your Address Lane

non-domestic

City, State Republic

continental America

Your State Notice of Acceptance of Presentment

Your County County Settlement

1.)  I, First-Middle: Last, hereinafter “Principal”, am competent to state to the matters included in this agreement, have knowledge of the facts, and declare that the statements made herein are true and correct to the best of my knowledge and not meant to mislead.

STATEMENT OF FACTS

2.) Principal has accepted for value the charging presentment and statement of account # AccountNumber, dated INVOICE DATE, with all related endorsements (front and back) from CORPORATION NAME (hereinafter Respondent) in the amount of $Total Amount Due. (see copy attached)

3.) The tender in discharge of this obligation accompanying this Notice dated INVOICE DATE in the amount of $Total Amount Due, the original of which is hereby tendered by Principal to CORPORATION NAME, Respondent, in discharge of the accepted for value presentment of account, as stated in the instrument, is:

“Issued under the Authority of, and in Accordance with the official definition of the United States Code, [legal tender], 31 U.S.C. § 392, 31 U.S.C. § 5103. [Except as voided, precluded, excluded, prohibited, or disqualified as a legal tender obligation of The United States by federal or state statute or regulation]. And Issued in Accordance with 31 U.S.C. § 3123, HJR-192 (1933) and successor enactments, as “Public Policy”, without expansion of credit, debt or obligation upon the UNITED STATES, for the discharge of every obligation, “for all debts, public charges, taxes and dues” “to the UNITED STATES” and/or its sub-corporate chartered entities as remedy for equity interest recovery upon “the full faith and credit of the UNITED STATES” for Obligation of the UNITED STATES and sub-corporate chartered entities to the discharge and recovery of the public debt, “dollar for dollar”, to the Principals, Prime-Creditors, and holders in equity over the UNITED STATES as Sureties for its obligations, currency and credit. [12 U.S.C. § 411, 18 U.S.C. § 8, 12 U.S.C. §; ch. 6, 38 Stat. 251 Sect 14(a), 31 U.S.C. § 5118, 3123. with rights protected under the 14th Amendment of the United States Constitution, by the U.S. Supreme Court in *United States v. Russell* (13 Wall, 623, 627), *Pearlman v. Reliance Ins. Co.*, 371 U.S. 132,136,137 (1962), The United States v. Hooe, 3 Cranch (U.S.)73(1805), and in conformity with the U.S. Supreme Court 79 U.S. 287 (1870), 172 U.S.48 ( 1898), and as confirmed at 307 U.S. 247(1939).]

This instrument makes no claims except as supported by law. This instrument is not intended to threaten, harass, hinder, or obstruct any lawful operations. It is for the purposes of obtaining lawful remedy.

In accordance with that stated above, of legal necessity, Principal will withdraw this tender in discharge of this obligation upon the citing of any verifiable law or federal regulation that precludes, excludes, prohibits, or disqualifies this presentment as a legal tender obligation of the UNITED STATES.

4.) Please note the following:

“Currency is defined as: coined money and such other banknotes or other paper money as are authorized by law and do in fact circulate from hand to hand as the medium of exchange.” Black’s, 5th.

Title 31 United States Code, Section 392 provides in part:

“All coins and currencies of the United States, regardless of when coined or issued, shall be legal tender for all debts, public and private, public charges, taxes, duties and dues.”

TITLE 31, SUBTITLE IV, CHAPTER 51, SUBCHAPTER I, Sec. 5103.

Legal tender – 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.

[U.S.C. Title 12.221 Definitions – “The terms ‘national bank’ and ‘national banking association’ shall be held to be synonymous and interchangeable.”]

This official definition for ‘legal tender’ was first established in HJR-192 (1933). This, the same act that suspended the gold standard for our currency and abrogated the right to demand payment in gold also made Federal Reserve Notes and notes of national banks legal tender, both backed by “the credit of the nation”.

Public Policy HJR-192

JOINT RESOLUTION TO SUSPEND THE GOLD STANDARD AND ABROGATE THE GOLD CLAUSE, JUNE 5, 1933

H.J. Res. 192, 73rd Cong., 1st Session

Joint resolution to assure uniform value to the coins and currencies of the United States.

(b) As used in this resolution, the term “obligation” means an obligation (including every obligation of and to the United States, excepting currency) payable in money of the United States; and the term “coin or currency” means coin or currency of the United States, including Federal Reserve notes and circulating notes of Federal Reserve banks and national banking associations.

“All coins and currencies of the United States (including Federal Reserve notes and circulating notes of Federal Reserve banks and national banking associations) heretofore or hereafter coined or issued, shall be legal tender for all debts, for public and private, public charges, taxes, duties, and dues”, “notes of national banks” or “national banking associations” have continuously been maintained in the official definition of legal tender since June 5, 1933 to the present day when the term had never been used to define “currency ”or “legal tender” before that. Prior to 1933, the forms of currency in use that were legal tender were many and varied:

-United States Gold Certificates – United States Notes – Treasury Notes – interest bearing notes –Gold Coins of United States – standard silver dollars – subsidiary silver coins – minor coins – commemorative coins

But the list did not include notes of national banks or national banking associations despite the fact such notes were a common medium of exchange or currency and had been almost since the founding of our banking system and were backed by United States bonds or other securities on deposit for the bank with the U.S. Treasury.

Further, from the time of their inclusion in the definition, they have been phased out until presently all provisions in the United States Code pertaining to incorporated National Banking institutions issuing, redeeming, replacing and circulating notes have all been repealed.

U.S.C. TITLE 12 > CHAPTER 2 – NATIONAL BANKS

SUBCHAPTER V – OBTAINING AND ISSUING CIRCULATING NOTES

• Sec. 101 to 110. Repealed. Pub. L. 103-325, Title VI, Sec. 602e5-11, f2-4A, g9, Sept. 23, 1994, 108 Stat. 2292, 2294

SUBCHAPTER VI – REDEMPTION AND REPLACEMENT OF CIRCULATING NOTES

• Sec. 121. Repealed. Pub. L. 103-325, title VI, Sec. 602f4B, Sept. 23, 1994, 108 Stat. 2292

• Sec. 121a. Redemption of notes unidentifiable as to bank of issue

• Sec. 122. Repealed. Pub. L. 97-258, Sec. 5b, Sept. 13, 1982, 96 Stat. 1068

• Sec. 122a. Redeemed notes of unidentifiable issue; funds charged against

• Sec. 123 to 126. Repealed. Pub. L. 103-325, title VI, Sec. 602e12, 13, f4C, 6, Sept. 23, 1994, 108 Stat. 2292, 2293

• Sec. 127. Repealed. Pub. L. 89-554, Sec. 8a, Sept. 6, 1966, 80 Stat. 633

As stated in Money and Banking, 4th edition, by David H. Friedman, published by the American Bankers Association, page 78, “Today, commercial banks no longer issue currency.”

It is clear federally incorporated banking institutions subject to the restrictions and repealed provisions of Title 12 are not those primarily referred to in the current definition of “legal tender”.

The legal statutory and professional definitions of “bank”, “banking” and “banker” in the United States Code and Code of Federal Regulations are not those commonly understood for these terms have made the statutory definition of “bank” to be:

U.C.C. § 4-105 PART 1 “Bank” means a person engaged in the business of banking,

12 C.F.R. Sec. 229.2 – Definitions. (e) Bank—“the term bank also includes any person engaged in the business of banking”,

12 C.F.R. Sec. 210.2 – Definitions. (d) ”Bank means any person engaged in the business of banking”.

U.S.C. Title 12 Sec. 1813. –Definitions of Bank and Related Terms. – (1) Bank. – The term ”bank” – (A) “means any national bank, state bank, district bank, and any federal branch and insured branch”;

Black’s Law Dictionary, 5th Edition, page 133, defines a “Banker” as:

“In a general sense, a person that engages in business of banking. In a narrower meaning, a private person………; who is engaged in the business of banking without being incorporated. Under some statutes, an individual banker, as distinguished from a private banker, is a person who, having complied with the statutory requirements, has received authority from the state to engage in the business of banking, while a private banker is a person engaged in banking without having any special privileges or authority from the state.”

Banking is partly and optionally defined as “The business of issuing notes for circulation……, negotiating bills.”

Black’s Law Dictionary, 5th Edition, page 133, defines “Banking”:

“The business of banking, as defined by law and custom, consists in the issue of notes payable on demand intended to circulate as money……..”

And defines a Banker’s Note as:

“A commercial instrument resembling a bank note in every particular except that it is given by a private banker or unincorporated banking institution.”

Federal statute does not specifically define “national bank” and “national banking association” in those sections where these uses are legislated on to exclude a private banker or unincorporated banking institution.

It does define these terms to the exclusion of such persons in the chapters and sections where the issuance and circulation of notes by national banks has been repealed or forbidden.

“In the absence of a statutory definition, courts give terms their ordinary meaning.”

*Bass, Terri L. v. Stolper*, *Koritzinsky*, 111 F.3d 1325, 7thCir. Apps. (1996).

As the U.S. Supreme Court noted, “We have stated time and again that courts must presume that a legislature says in a statute what it means and means in a statute what it says there.” See, e.g., *United States v. Ron Pair Enterprises, Inc.*, 489 U.S. 235, 241 -242 (1989); *United States v. Goldenberg*, 168 U.S. 95, 102 -103 (1897);

“The legislative purpose is expressed by the ordinary meaning of the words used.”

*Richards v. United States*, 369 U.S.1 (1962).

Therefore, as noted above, the legal definitions relating to ‘legal tender’ have been written by Congress and maintained as such to be both exclusive where necessary and inclusive where appropriate to provide for the inclusion of the principals, sureties, prime-creditors and holders in equity over the UNITED STATES, which, since 1933, have collectively and nationally constituted by such statutory definitions a “national bank” or “national banking association” with the right to issue, as legal tender, notes “upon the full faith and credit of the UNITED STATES for Obligation of the UNITED STATES and sub-corporate chartered entities to the discharge and recovery of the public debt,… to the principals, prime-creditors, and holders in equity over the UNITED STATES as sureties for its obligations, currency and credit” as remedy for equity interest recovery over U.S. corporate public debt due them.

A brief review of the historical events that led up to the authorization and use of this type of instrument (which is not familiar to most or in common use today) is important:

During the financial crisis of the depression, substance of gold, silver, and real money was removed as a foundation for our financial system in 1933.

In its place, the substance of the American citizenry - their real property, wealth, assets and productivity that belongs to them was, in effect, pledged by the government and placed at risk as the collateral for U.S. debt, credit, and currency for commerce to function.

This is well documented in the actions of Congress and the President at that time and in the Congressional debates that preceded the adoption of the reorganization measures:

Senate Document No. 43, 73rd Congress, 1st Session, stated:

“Under the new law, the money is issued to the banks in return for Government obligations, bills of exchange, drafts, notes, trade acceptances, and banker’s acceptances. The money will be worth 100 cents on the dollar because it is backed by the credit of the nation. It will represent a mortgage on all the homes and other property of all the people in the Nation.”

…which of course lawfully belongs to these private citizens.

The National Debt is defined as “mortgages on the wealth and income of the people of a country.” (Encyclopedia Britannica, 1959.) It is their wealth and their income.

On December 23, 1913, Congress had passed “an Act to provide for the establishment of Federal reserve banks, to furnish an elastic currency, to afford a means of re-discounting commercial paper, to establish a more effective supervision of banking in the United States, and for other purposes”. The Act is commonly known as the “Federal Reserve Act”.

One of the purposes for enacting the Federal Reserve Act was:

(3) to authorize “hypothecation” of obligations including “United States bonds or other securities which Federal reserve Banks are authorized to hold” under Section 14(a);

12 U.S.C.; ch. 6, 38 Stat. 251 Sect. 14(a)

“Every Federal Reserve Bank shall have power:

(a) To deal in gold coin and bullion at home or abroad, to make loans thereon, exchange Federal reserve notes for gold, gold coin, or gold certificates, and to contract for loans of gold coin or bullion, giving therefore, when necessary, acceptable security, including the hypothecation of United States bonds or other securities which Federal reserve banks are authorized to hold;”

The term “hypothecation”, as stated in Section 14(a) of the Act, is defined as:

“1. Banking. Offer of stocks, bonds, or other assets owned by a party other than the borrower as collateral for a loan without transferring title. If the borrower turns the property over to the lender who holds it for safekeeping, the action is referred to as a pledge. If the borrower retains possession but gives the lender the right to sell the property in event of default, it is a true hypothecation.

2. Securities. The pledging of negotiable securities to collateralize a broker’s margin loan. If the broker pledges the same securities to a bank as collateral for a broker’s loan, the process is referred to as re-hypothecation.”

[Dictionary of Banking Terms, Fitch, pg. 228 (1997)]

As seen from the definitions, there is equitable risk to the actual owner in hypothecation.

Section 16 of the current Federal Reserve Act which is codified at 12 U.S.C. § 411, and 18 U.S.C. § 8 declares that “Federal Reserve Notes” are “obligations of the United States”.

TITLE 12 > CHAPTER 3 > SUBCHAPTER XII > Sec. 411.

Sec. 411. – Issuance to reserve banks; nature of obligation; redemption

Federal reserve notes, to be issued at the discretion of the Board of Governors of the Federal Reserve System for the purpose of making advances to Federal reserve banks through the Federal reserve agents as hereinafter set forth and for no other purpose, are authorized. The said notes shall be obligations of the United States and shall be receivable by all national and member banks and Federal reserve banks and for all taxes, customs, and other public dues.

TITLE 18 > PART I > CHAPTER 1 > Sec. 1. > Sec. 8.

Sec. 8. – Obligation or other security of the United States defined:

The term ”obligation or other security of the United States” includes all bonds, certificates of indebtedness, national bank currency, Federal Reserve notes, Federal Reserve bank notes, coupons, United States notes, Treasury notes, gold certificates, silver certificates, fractional notes, certificates of deposit, bills, checks, or drafts for money (drawn by or upon authorized officers of the United States), stamps and other representatives of value (of whatever denomination and issued under any Act of Congress), and canceled United States stamps.

The “full faith and credit” of the UNITED STATES is the substance of the American citizenry: their real property, wealth, assets and productivity that belongs to them, was thereby hypothecated by the United States to its obligations as well as re-hypothecated by the Federal Reserve Banks for the issuance and emission of ‘bills of credit’ (Federal Reserve Notes) as legal tender “for all taxes, customs, and other public dues”.

The commerce and credit of the nation continues on today under bankruptcy reorganization or financial reorganization since 1933, still backed by the assets and wealth of the American citizenry which are at risk for the government’s obligations and currency.

Constitutionally and in the laws of equity, the United States could not borrow or pledge the property and wealth of its private citizens nor put at risk as collateral for its currency and credit without legally providing them an equitable and orderly remedy for recovery of what is due them on their assets and wealth that are at risk.

This principle is well established in English common law and in the history of American jurisprudence.

The 14th amendment provides that “no person shall be deprived of…property without due process of law”, and courts have long ruled that to have one’s property legally held as collateral or surety for a debt even when he still owns it and still has it is to deprive him of his wealth since it is at risk and could be lost for the debt at any time.

The rights of a surety to recover on his risk or loss when standing for the debts of another was reaffirmed again as late as 1962 in *Pearlman v. Reliance Ins. Co.* (371 U.S. 132) when the Supreme Court made the following ruling:

…“sureties compelled to pay debts for their principal have been deemed entitled to reimbursement even without a contractual promise …and probably there are few doctrines better established……”

Black’s Law Dictionary, 5th edition, defines “surety” as:

“One who undertakes to pay or to do any other act in event that his principal fails therein. Everyone who incurs a liability in person or estate for the benefit of another, without sharing in the consideration, stands in the position of a “surety.”

So these obligations for recovery due the principals, prime-creditors, and holders in equity over the UNITED STATES as sureties for its obligations, currency, and credit are part of the public debt as shown in the following:

U.S.C. TITLE 31 > SUBTITLE IV > CHAPTER 51 > SUBCHAPTER II > Sec. 5118.

(2) “public debt obligation” means a domestic obligation issued or guaranteed by the United States Government to repay money or interest.

Title 31 U.S.C. § 3123 makes a statutory pledge of the United States government to:

U.S.C. TITLE 31 > SUBTITLE III > CHAPTER 31 > SUBCHAPTER II > Sec. 3123.

- Payment of obligations and interest on the public debt

- (a) The faith of the United States Government is pledged to pay, in legal tender, principal and interest on the obligations of the Government issued under this chapter.

As we see in the laws of equity Constitutionally and statutorily, the UNITED STATES cannot borrow or pledge the property and wealth of its private citizens or put them at risk as collateral for its currency and credit without legally giving them remedy for recovery of what is due them on their risk.

The government is able to do this with our implied consent because it has provided us such a remedy.

The provisions for this are found in the same act of “Public Policy” HJR-192 / Public Law 73-10 that suspended the gold standard for our currency, abrogated the right to demand payment in gold, and then redefined the terms “coin or currency” and “legal tender” to include federal reserve notes and “notes of national banking associations” both backed by the same thing - the credit of the nation, i.e., the real substance of the American citizenry.

Since the institution of these events, for practical purposes of commercial exchange, there has been no actual money in circulation by which debt owed from one party to another can actually be repaid.

All U.S. currency since that time is only credit against the real property, wealth, and assets belonging to the private sovereign American people, taken and/or pledged by the UNITED STATES to its secondary creditors as security.

Federal Reserve Notes, although made legal tender for all debts public and private in the reorganization, can only discharge a debt. Debt must be paid with value or substance (i.e. gold, silver, barter, or a commodity). For this reason HJR-192 (1933), which established the “public policy” of our current monetary system, repeatedly uses the technical term of “discharge” in conjunction with payment in laying out public policy for the new system. A debt currency system cannot pay debt.

So from that time to the present, commerce in the corporate UNITED STATES and among sub-corporate subject entities has had only bank notes and other debt note instruments by which debt can be discharged and transferred in different forms. The unpaid debt, created and/or expanded on by the plan, now carries a public liability for collection in that when debt is discharged with debt instruments (Federal Reserve Notes included) by our commerce, debt is inadvertently being expanded instead of being canceled, thus increasing the public debt. A situation such as this is potentially fatal to any economy.

The Congress and government officials who orchestrated the public laws and regulations that made the financial reorganization anticipated the long term effect of a debt-based financial system which many in government feared, and which we face today in servicing the interest on trillions upon trillions of dollars in U.S. corporate public debt and, in this same act, made provision in the recovery remedy provided to its prime-creditors to simultaneously resolve this problem as well.

As has been said, all U.S. currency since that time is only credit against the real property, wealth, and assets belonging to the private sovereign American people, taken and/or pledged by the UNITED STATES to its secondary creditors as surety for its obligations. Those backing the nation’s credit and currency could not recover what was due them by anything drawn on Federal Reserve notes without expanding their risk and obligation to themselves. Any recovery payments backed by this currency would only increase the public debt its citizens were collateral for which an equitable remedy was intended to reduce and would not satisfy anything in equity, and there was no longer actual money of substance to pay anybody.

Since it is, in fact, the real property, wealth, and assets of the sovereign American citizenry that is the substance backing all the other obligations, the currency and credit of the UNITED STATES and other such currencies could not be used to reduce its obligations for equity interest recovery to its principals and sureties. HJR-192 made the notes of such a “national banking association” of the principals, sureties, prime-creditors and holders in equity over the UNITED STATES on a par with its other currency and legal tender obligations and declared, “every provision….which purports to give the obligee a right to require payment in gold or a particular kind of coin or currency…. is declared to be against Public Policy; and no such provision shall be ….made with respect to any obligation hereafter incurred. Every obligation, heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any such coin or currency which at the time of payment is legal tender for public and private debts”.

And thus provided as “Public Policy” the means for discharge and recovery on U.S. corporate public debt due the principals and holders of the UNITED STATES without expansion of credit, debt, or obligation on the UNITED STATES or its prime-creditors in the discharge of every obligation “including every obligation of and to the UNITED STATES”, allowing those backing the U.S. financial reorganization to recover on it by discharging an obligation they owed to the UNITED STATES or its sub-corporate entities against that same amount of obligation of the UNITED STATES owed to them by the right to issue notes “upon ‘the full faith and credit of the UNITED STATES’ as legal tender for Obligation of the UNITED STATES and sub-corporate chartered entities to the discharge and recovery of the public debt ‘dollar for dollar’ to the principals, prime-creditors, and holders in equity over the UNITED STATES as sureties for its obligations, currency, and credit”. As remedy provided by Congress for the orderly recovery of equity interest on U.S. corporate public debt due the sureties, principals, and holders of the UNITED STATES, discharging that portion of the public debt without expansion of credit, debt, or obligation on these, its prime-creditors, was intended to satisfy equitable remedy, gaining for each bearer of such note discharge of obligation equivalent in value ‘dollar for dollar’ to any and all ‘lawful money of the United States’.

And when tendered in the discharge and recovery of the public debt to its principals, discharging those obligations of the UNITED STATES and sub-corporate chartered entities to its Holders against the obligations of its holders in equity to them, without expansion of credit, debt, or obligation on the UNITED STATES or its prime-creditors in accordance with “Public Policy” established in HJR-192 and 31 U.S.C. § 5103, such instruments are, of necessity, “legal tender for all debts, public charges, taxes, and dues”.

Further, U.S.C. Title 18 Sect. 8 also defines “obligation of the United States” to include such “national bank currency”.

TITLE 18 > PART I > CHAPTER 1 > Sec. 1. > Sec. 8.

Obligation or other security of the United States defined:

The term “obligation or other security of the United States” includes all bonds, certificates of indebtedness, national bank currency, Federal Reserve notes, Federal Reserve bank notes, coupons, United States notes, Treasury notes, gold certificates, silver certificates, fractional notes, certificates of deposit, bills, checks, or drafts for money, drawn by or upon authorized officers of the United States, stamps and other representatives of value (of whatever denomination and issued under any Act of Congress), and canceled United States stamps.

As stated previously, there presently is no “national bank currency” of federally incorporated banking institutions.

The Banking Act of 1935 retired national bank currency in favor of Federal Reserve Notes.

As quoted in Money and Banking by Friedman, “Today, commercial banks no longer issue currency…”, yet “national bank currency” is still included in the official definition for Obligation of the UNITED STATES.

It could be argued that it is retained to honor those notes yet unredeemed and technically still in circulation. While this may be true, it is also true the definition includes not only “obligation of the United States” drawn by authorized officers of the UNITED STATES, issued, therefore, by the government, but also includes “all bonds, certificates of indebtedness, and national bank currency,…….drawn upon authorized officers of the United States”.

Included in this is the Secretary of the Treasury in his duty as keeper of the public debt:

Title 31 U.S.C. § 3123 – Payment of obligations and interest on the public debt.

“The Secretary of the Treasury shall pay interest due or accrued on the public debt.”

Also included are any such notes or currency drawn upon him as an “authorized officer of the United States” by whoever may have the right and power to do so …… “issued under any Act of Congress”.

This includes the rights established under public policy by HJR-192 / Public Law 73-10 and 31 U.S.C. § 5103 to the prime-creditors and holders in equity of U.S. corporate public debt to issue notes ‘upon “the full faith and credit of the UNITED STATES” as legal tender for Obligation of the UNITED STATES and sub-corporate chartered entities to the discharge and recovery of the public debt ‘dollar for dollar’ to the principals, prime-creditors, and holders in equity over the UNITED STATES as Sureties for its obligations, currency, and credit’.

By these statutory provisions, such notes issued by the principals, sureties, and prime holders of U.S. corporate public debt as legal tender obligations of the UNITED STATES for recovery of equity interest due are the “national bank currency” backed as “obligations of the UNITED STATES”, primarily allowed for in these statutes.

Although this has been public policy as a remedy for the discharge of debt in conjunction with removal of gold, silver, and real money as legal tender currency by the same act of public policy in 1933, we acknowledge it has been a difficult concept to communicate and for others to accept and understand what to do under it, so it has never gained common use, and for obvious reasons the government has discouraged public understanding of the remedy and recovery under it; therefore, it is little known and not generally accessed by the public, but it is just as much public policy today for the discharge and recovery of the public debt to those to whom it is due as it was in 1933 and is still there as a remedy for those who need to access it.

As noted above in accordance with Public Policy established in HJR-192, the Respondent, as obligee, may not require of the Principal a tender of any particular kind of coin or currency in place of it.

We state again this instrument makes no claims except such claims as are supported by law.

Principal will withdraw this tender in discharge of this obligation upon the verifiable citing of any law or federal regulation that precludes, excludes, prohibits, or disqualifies this presentment as a legal tender obligation of the UNITED STATES and is of the belief that none exists.

You may wish to consult with your attorneys on these points of law. Please be advised that their lack of familiarity with this matter does not constitute evidence or documentation in law that what is presented here is not true or binding on all parties. To expedite the final settlement of this account, any legal corrections or clarifications of what is here stated must be supported by the appropriate state or federal law(s) and/or regulations on which it is based.

This banker’s acceptance note may now be used in the discharge of your obligations “for all debts, public charges, taxes, and dues”, negotiated and exchanged in the course of business with other obligations of the UNITED STATES or commercial paper of private corporations as bonds, certificates, notes, or other security instruments commonly traded, exchanged, and tendered in this way by yourself or received by your bank as an asset on deposit from you held as an obligation of the UNTED STATES to your bank to be exchanged and negotiated in these ways or by whomever may become the bearer of it.

Under this remedy for discharge of the public debt and recovery to its principals and holders, two debts that would have been discharged in Federal Reserve debt note instruments or checks drawn on the same, equally expanding the public debt by those transactions, are discharged against a single public debt of the corporate UNITED STATES and its sub-corporate entities to a prime-creditor without the expansion or use of Federal Reserve debt note instruments as currency and credit without the expansion of debt and debt instruments in the monetary system and the expansion of the public debt as burden upon the entire financial system and its principals and holders in equity the recovery remedy was intended to relieve.

However used, if or when negotiated, it is knowledge and belief of Principal that the original accepted for value presentment of debt attached to the instrument needs to remain attached in any transfer to another party.

As a statutory legal tender obligation of the UNITED STATES, it does not require endorsement for negotiation to another party, but due to unfamiliarity in public commerce, space is provided for such endorsement to make applicable certain laws regarding negotiable instruments for your protection and to facilitate your ability to negotiate it as it is also negotiable by definition; however, this does not change its status as a statutory legal tender obligation of the UNITED STATES.

If tendered to a bank, prepare a deposit slip. Make a copy of the entire package for your records, and deliver all the original documents with the deposit slip and the incorporated MEMORANDUM TO DEPOSITING INSTITUTION to your bank. Your bank should credit your account immediately upon your deposit of this instrument. If your bank informs you that they have dishonored this banker’s acceptance note, please notify me immediately. If your bank does not send you a notice of dishonor but fails to credit your account, notify me immediately.

Please note with regard to your bank:

12 CFR 229.21 - Availability of Funds and Disclosure of Funds Availability Policies

Sec. 229.21 Civil liability.

(a) Civil liability. A bank that fails to comply with any requirement imposed under subpart B, and in connection therewith, subpart A, of this part or any provision of state law that supersedes any provision of subpart B, and in connection therewith, subpart A, with respect to any person is liable to that person in an amount equal to the sum of:

(1) Any actual damage sustained by that person as a result of the failure;

(2) Such additional amount as the court may allow, except that-

(i) In the case of an individual action, liability under this paragraph shall not be less than $100 nor greater than $1,000.

It is your responsibility as a bank customer to establish with your bank the points of banking law requiring them to do this.

This instrument is tendered in good faith in discharge and settlement of this obligation to our mutual benefit.

5.) Caveat: in the absence of a clear written contract between us as to the manner of discharge of this debt, the Principal’s statement of facts and its addendums will result in a clear understanding and meeting of the minds of the parties clearly identified and will stand as truth in commerce.

6.) Statement of Account: by authority of law and federal regulation herein noted, the tender in discharge of this obligation you have received is a statutory legal tender obligation of the UNITED STATES and, upon proof of receipt, constitutes immediate discharge of this debt up to its face amount unless you or your banking institution can show you have cause to dispute this with verifiable federal or state statute or regulation.

Therefore, as of this date, upon tender to the Respondent, the amount of unpaid obligations for account # ACCOUNT NUMBER for all transactions with Respondent is zero.

Statement of Account date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Balance of Charges thru $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tender in Discharge of this Obligation $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Certified Registration # CERTIFIEDMAILNUMBER US

EIN #: SSNxxxxxx

Ending Balance of Charges: $0

The balance shown above reflects my good faith statement of this account. Any over payment may be refunded. Your account representative or his/her designee may correct the statement. If you determine the balance is different than as shown above, your documented correction must be returned to me within the two weeks’ time allowed for holding and settlement of this instrument by your banking institution or other parties to whom you may tender it in discharge of obligation or within thirty (30) days of your receipt of this Statement of Account.

(UCC § 9-210. GEORGIA CODE § 11-9-210 (TRANSLATE FOR YOUR STATE) REQUEST FOR ACCOUNTING; OR STATEMENT OF ACCOUNT.

(a)Subject to subsections (c), (d), (e), and (f), a secured party ……shall comply with a request within 14 days after receipt:(2) in the case of a request regarding a list of collateral or a request regarding a statement of account. By authenticating and sending to the debtor an approval or correction including records of evidence or documentation in law authenticating that, in fact, the banker’s acceptance note tendered to you in settlement of this account has been dishonored by your banking institution or other obligee or endorser on the authority of federal or state statute or regulation as being precluded, excluded, prohibited, or disqualified as a legal tender obligation of the UNITED STATES.

Please send these documents along with a short letter signed in blue ink by a title-identified party asserting your claim if you would wish to dispute my statement of account. Any unsigned, anonymous letter will have to be ignored.

As a matter of law, someone must take responsibility for asserting the validity of your claim that the tender of this presentment has not legally discharged this obligation by the citing of any such law or federal regulation that precludes or disqualifies this presentment as a legal tender obligation of the UNITED STATES.

Note: the Uniform Commercial Code in its entirety is also codified as state law in all 50 states and as such is included here by reference for any state under whose jurisdiction you are registered.

In the event you need additional information or instruction in processing the instrument, please do not hesitate to contact me by mail, phone or email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Thank you for your prompt handling of this matter.

Respectfully submitted without prejudice,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Agent

FIRST MIDDLE LAST, ESTATE

Caution to Obligees. Please be advised:

By authority of law and federal regulation noted in the accompanying “Notice of Acceptance of Presentment”, the tender in discharge of this obligation you have received is a statutory legal tender obligation of the UNITED STATES and, upon proof of receipt, constitutes immediate discharge of this debt up to its face amount and/or the amount shown on attached presentment unless you or your banking institution can show you have cause to dispute this by verifiable federal or state statute or regulation.

This instrument makes no claims except such claims as are supported by law. This instrument is not intended to threaten, harass, hinder, or obstruct any lawful operations. It is for the purposes of obtaining lawful remedy as is provided for by law.

Accordingly, this tender in discharge of this obligation will be withdrawn upon the verifiable citing of any federal or state law or regulation that precludes, excludes, prohibits, or disqualifies this presentment as a legal tender obligation of the UNITED STATES.

If you return or otherwise dishonor your obligor’s tender in discharge of this obligation WITHOUT establishing a basis in law, the obligation of your obligor as endorser of this instrument to make good the instrument to you may not be enforced, and the liability to you of your obligor as endorser for the face value of the instrument is discharged as follows:

Georgia Code § 11-3-503 - NOTICE OF DISHONOR –

(a) The obligation of an indorser stated in subsection (a) of Code Section 11-3-415 and the obligation of a drawer stated in subsection (d) of Code Section 11-3-414 may not be enforced unless (i) the indorser or drawer is given notice of dishonor of the instrument complying with this Code section; or (ii) notice of dishonor is excused under subsection (b) of Code Section 11-3-504. (PASTE STATUTE TEXT)

Georgia Code § 11- 3-415 - OBLIGATION OF INDORSER -

(c) If notice of dishonor of an instrument is required by Code Section 11-3-503 and notice of dishonor complying with that Code section is not given to an indorser, the liability of the indorser under subsection (a) of this Code section is discharged. (PASTE STATUTE TEXT)

FURTHER, if you reject or refuse this presentment by your obligor in tender of discharge of an obligation, there is discharge of the obligation to you in the amount of the tender as follows:

Georgia Code § 11-3-501 - PRESENTMENT -

(3) Without dishonoring the instrument, the party to whom presentment is made may: (i) return the instrument for lack of a necessary indorsement; or (ii) refuse payment or acceptance for failure of the presentment to comply with the terms of the instrument, an agreement of the parties, or other applicable law or rule. (PASTE STATUTE TEXT)

Georgia Code § 11-3-603 - TENDER OF PAYMENT –

(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”. (PASTE STATUTE TEXT)

When such as a Banker’s Acceptance Note is tendered in discharge, negotiation or exchange of an obligation, an obligee, such as Respondent, may not require of the bearer tender of other particular kind of coin or currency in place of it:

HJR-192 / Public Law 73-10 states that “every provision….which purports to give the obligee a right to require payment in gold or a particular kind of coin or currency…. is declared to be against Public Policy; the term ‘coin or currency’ means coin or currency of the United States, including….notes of …..national banking associations”.

(see also 31 U.S.C. § 5103 – legal tender)

Refusal or wrongful dishonor of this presentment in exchange or discharge of obligation may result in your loss of recourse against the endorser of the instrument to Respondent.

**MEMORANDUM TO DEPOSITING INSTITUTION**

Please take the time to first carefully read the accompanying Notice of Acceptance of Presentment and its detailed discussion we have provided your banking customer.

By authority of law and federal regulation here noted in the accompanying Notice of Acceptance of Presentment, this Banker’s Acceptance Note presented by your customer for deposit is a statutory legal tender obligation of the UNITED STATES, and in accordance with Public Policy established in HJR-192 and with 31 U.S.C. § 5103 and 18 U.S.C. § 8, such instruments are “national bank currency” and thereby coin or currency of the United States by statutory definition (again, see the accompanying Notice of Acceptance of Presentment). Further, by the terms of state law, the Uniform Commercial Code, and the Code of Federal Regulations, this instrument is fully negotiable as “legal tender for all debts, public charges, taxes, and dues.”, and must so be received by your institution for deposit in accordance with your customer agreement unless your banking institution can show you have cause to dispute this from federal or state statute or regulation.

This instrument makes no claims except such claims as are supported by law or any such claim as may be voided, precluded, excluded, prohibited, or that disqualifies this presentment as a legal tender obligation of the UNITED STATES by federal or state statute or regulation.

Accordingly, this presentment will be withdrawn only upon the citing of any verifiable law or federal regulation that precludes, excludes, prohibits, or disqualifies this presentment as a legal tender obligation of the UNITED STATES.

Georgia Code § 11-3-501 - PRESENTMENT -

(3) Without dishonoring the instrument, the party to whom presentment is made may (i) return the instrument for lack of a necessary indorsement, or (ii) refuse payment or acceptance for failure of the presentment to comply with the terms of the instrument, an agreement of the parties, or other applicable law or rule. (PASTE STATUTE TEXT)

You may negotiate this Banker’s Acceptance Note in the Federal Reserve Bank Open Market Window or via the pass through account at the treasury window, or it may be retained by your bank as a cash asset on deposit from your customer held as an obligation of the UNITED STATES for collateralization and fractional reserve purposes to your bank. Each month, your bank prepares and sends a statement for the I.R.S. Treasury Tax and Loan Account and is authorized to ledger a credit and a debit to the TT&L account in the amount of this Banker’s Acceptance Note.

Further options are explored in:

IV TFM Part 1 CHAPTER 2300: TREASURY INVESTMENT PROGRAM (T/L 6) TFM Volume IV

Part 1-Chapter 2300

TREASURY INVESTMENT PROGRAM

(T/L 6)

PDF Version

This chapter guides depositories participating in the Treasury Investment Program (T.I.P.).

 “Each business day, E.F.T.P.S. provides summary files of A.C.H. tax deposit or payment activity for financial institutions and depositories to the N.C.S.A. The N.C.S.A. processes this information through T.I.P. For a Retainer or Investor depositary, N.C.S.A. credits the reserve account (or the designated TT&L correspondent’s reserve account) and posts the funds to the depositary’s T.I.P. main account balance in the amount of the A.C.H. tax deposit or payment. This offsets the resulting debit to the reserve account balance for the same A.C.H. transaction.

These funds remain invested in the T.I.P. main account balance until Treasury initiates a withdrawal. In addition, the N.C.S.A. automatically will withdraw all funds in excess of a depositary’s capacity.”

“All pledged collateral must be:

Deemed acceptable by the Federal Reserve System to secure borrowings from an F.R.B. for its B.I.C. collateral program. Held by the pledging depositary institution that retains possession of the collateral on its own premises under an O.P.C. arrangement.

Contact the local F.R.B.’s Credit Discount Department or the N.C.S.A. for specific information on the acceptability of collateral pledged to secure S.D.I. account balances. (See paragraph 2355.)”

‘The local F.R.B.’s Credit Discount Department provides information on the acceptability of specific collateral within the acceptable classes. Information regarding acceptable collateral for the TT&L program is distributed periodically and posted to the B.P.D.’s website (www.publicdebt.treas.gov) and the Federal Reserve’s Financial Services website (www.frbservices.org). Unless specified otherwise by Treasury, the following are classes of acceptable collateral:

Obligations issued and fully insured or guaranteed by the U.S. Government.’”

This instrument may also be exchanged, converted, or monetized into other more common forms of currency in any other way you choose.

CFR Sec. 229.21 - Civil liability -

(a) Civil liability. A bank that fails to comply with any requirement imposed under subpart B, and in connection therewith, subpart A, of this part or any provision of state law that supersedes any provision of subpart B, and in connection therewith, subpart A, with respect to any person is liable to that person in an amount equal to the sum of:

(1) Any actual damage sustained by that person as a result of the failure;

(2) Such additional amount as the court may allow, except that–

(i) In the case of an individual action, liability under this paragraph shall not be less than $100 nor greater than $1,000.

U.C.C. § 4-103. VARIATION BY AGREEMENT; MEASURE OF DAMAGES; ACTION CONSTITUTING ORDINARY CARE.

(a) The effect of the provisions of this Article may be varied by agreement, but the parties to the agreement cannot disclaim a bank’s responsibility for its lack of good faith or failure to exercise ordinary care or limit the measure of damages for the lack or failure. However, the parties may determine by agreement the standards by which the bank’s responsibility is to be measured if those standards are not manifestly unreasonable. (b) Federal Reserve regulations and operating circulars, clearing-house rules, and the like have the effect of agreements under subsection (a), whether or not specifically assented to by all parties interested in items handled (e) the measure of damages for failure to exercise ordinary care in handling an item is the amount of the item reduced by an amount that could not have been realized by the exercise of ordinary care. If there is also bad faith, it includes any other damages the party suffered as a proximate consequence.

The above citations are provided for your review. Again, this item must be received by your institution for deposit in accordance with your customer agreement unless your banking institution can show you have cause to dispute it from federal or state statute or regulation.

Please be advised if you cannot provide your customer in writing with statutory basis requiring you to refuse this item for deposit as a legal tender obligation of the UNITED STATES and thereby ‘coin or currency of the United States’ by statutory definition in accordance with your customer agreement, your refusal may result in disciplinary action by appropriate investigatory agencies and commissions of the Federal Reserve Board of Governors (see 12 C.F.R. § 229.3 - Administrative Enforcement) and may leave the bank and its responsible employees open to serious civil liabilities and damages for violation of its customer agreement, federal, state law and Federal Reserve Bank regulations.(as noted above from 12 C.F.R. § 229.21 - Civil liability and U.C.C. § 3-307,103, and 4-106).

|  |
| --- |
| **NOTICE:** This instrument is not intended to threaten, harass, hinder, or obstruct any lawful operations. It is for the purposes of obtaining lawful remedy as is provided for by law. |