

# DISCHARGE OF DEBT?

## - Reality Check -

**Note; This file is included in RDM4 (new 4-4 edition) as well and is included herein to give further information and hopeful understanding of things and matters dealing with the discharge of debt. But sure to complete your reading and studying of this manual and come to an understanding of the monetary conditions within this Country, and in most cases complete your CAFV process first before you do your discharge and then IF there is a dishonor by whom you tendered, be prepared for a legal action from 'them' and be prepared to do an immediate Tort Claim on the breach of their agreement, fraud, dishonor and commercial violations.**

In the last seven (7) years of Redemption, we have been exposed to several different ways to discharge debt. Some didn't work to good, some people did not know what they were doing, made certain changes on instruments and some processes were altered and therefore some problems were created and the 'system' eventually came to reject *some* of the discharge process/instruments. '**Sight Drafts**' were the first to go into the shredder. **Checks on a Closed Account**, were the next to go. While there have been successes, from the various instruments from the beginning, the **Bill of Exchange** has been the most successful... to a point.

In reviewing several processes from around the country, it appears that styles and forms vary greatly. What was more apparent were the inconsistencies and non-professional appearance of the letters, documents and instruments. However, while that in and of itself would not necessarily be cause for problems, the '**first impression**' principle is to disregard them and of course... some of the letters, documents and instruments look 'extremely' unprofessional irrespective of *substance over form!*

What we have learned over time is: **Redemption is real**, it is very serious! When one becomes a **Secured Party Creditor**, one becomes a '**private banker!**' Your '**Full Faith and Credit**' is on the line! But people were not trained as bankers. We all went to government school, read government newspapers, grew up watching **their** government TV, and sat on pews in **their** government **501-C3** churches. We didn't go to '**COMMERCE AND BANKING SCHOOL!**'

So for all of us, we dived into **Redemption** for various reasons. Some saw a quick buck! Some saw the next major puzzle piece to address their servitude and saw the remedy. But now we have come to the understanding that **Redemption** is just the **second** to the last step in the quest for **freedom**... in operating within the commercial venue/scheme and credit transactions.

Again, in the last seven years, though we have seen many successes and such advancement towards new knowledge of the commercial scheme, a greater sense of control over the economic conditions perpetuated by de-facto corporate government, we

now see a few more people getting into trouble. Not so much that the current process is incorrect, but from the position that **their** companies, corporations and government corporations (primarily State created entities) refuse to accept the instruments and adjust the accounts, therein causing DISHONOR, breach of agreement (your CAFV) and commercial fraud!

While we agree that there should be the agreement in place to discharge the fine, fee, tax or debt, we see that most all of those who have discharged the same, have not set in place the agreement to discharge (**via CAFV**). There exists only the other side's agreement/contract whereby you agreed to bind your **Debtor** wherein the contract most likely did not specify the form of payment! And if it did, i.e., in US Dollar \$\$, there **is no** constitutional money of exchange that circulates in any State of the Union! And due to the social Military construct's U.S. Bankruptcy, since **they** took the Gold away, there exists in all contracts... **fraud, unconscionability** and therefore no honest '**meeting of the mind**' as to the monetary condition (**no lawful money of exchange**)(see **Affidavit of Walker Todd**) in **their** commercial venue. Yet the contract you are compelled to sign with **their** companies, corporations and government corporations has some inference to payment... perceived to be in '**federal reserve notes**'- , of which the Federal Reserve Bank states; "In the United States neither paper currency nor deposits have value as commodities. Intrinsically, a dollar bill is just a piece of paper, deposits merely book entries." (Modern Money Mechanics – page 3). Federal Reserve Notes, having no value, are merely *bankruptcy script* being merely '**paper promises to pay**' or the other word is; a Bill of Exchange! Therefore, you have a problem... one; you cannot 'pay at law' to lawfully obtain title in what think you purchased! And two; those demanding payment cannot demand payment in specific coin or currency.

If the government (municipality, county or state) is demanding payment, they are governed by their 'Oath of Office' to uphold and support the U.S. Constitution at Article I, Section X, in that; "No State shall... make any Thing but gold or silver Coin a Tender in payment for Debts." So do you see the problem?

It is our position that we do not want to see people get into trouble in these ways before they/you lay the necessary foundation and understanding. We understand that we must ALL maintain a form of '**stewardship**' to our fellow man, and as such, a hard decision was made not to present the process of commercial discharge of debt in this book via the Bill of Exchange process.

As we do not want to see 'newbies' get into trouble, we also do not want to assume the liability in any manner if someone gets into trouble, prosecuted and imprisoned and then the fingers are pointed back to us, because someone did lay the foundation and prepare themselves. As a Secured Party Creditor, it is your responsibility to take full responsibility for your actions, standing and capacity! You cannot pass the responsibility on to somebody else!

If we were to give some sort of honor to any '**discharge process,**' we'd have shown every form and type of transaction and have addressed their relevant aspects and trying to

answer every conceivable question, etc., which would add an additional **100** pages to this book which would have delayed this book for another 6 months to do that. A time frame we could not afford! The intent of this book is 'Entry Level,' that is to lay the foundation and provide the steps and process to become the **Secured Party Creditor** with the additional understanding that there is *NO LAWFUL MONEY* and you have not PAID for anything since 1933!

**HOWEVER**, that being said, *the other factor you must understand*, even as a **Secured Party Creditor**, you may have standing to discharge the fine, fee, tax or debt *in behalf of the Debtor*, but aside from that, you have no contract with the **company, corporation**, etc. to discharge the debt in behalf of your Debtor. You have no contract with **their** Federal Government! You are not a signatory to **their** compact/Constitution and the same is applied to **their** State! Therein, you have no agreement to discharge the liability or the trespass per the transaction. Not being a party to **their** compacts nor a **signatory**, pursuant to international law, **YOU ARE DEEMED AN ALIEN!** So where do you get the authority to discharge without assuming any liability in any dealings with any of **their** '**foreign**' company/corporations and/or **their** government agency?

Therein, understand, you have no rights within **their** jurisdictional social compact or constructs, as you are certainly not a **U.S. Citizen**... and not a **signatory** to '**their**' Constitution are you?

**Their** '**Bill of Rights**' do not operate upon you just as well as **their** Constitutions do not operate upon you! Per international law, the only right you have is to file a (**Tort**) claim! Let's not get ahead of things here, though!

In order to put yourself in the best position either to discharge the debts, first, place yourself in the best position as 'Secured Party Creditor; having standing and capacity with the knowledge obtained!

It didn't matter what discharge process you might have used in the past or today. You are still in that status as a **foreigner** to government. Where's **your** right to go to **their** government or to **their** creations as the grantors thereof, and discharge anything without the proper standing or agreement to discharge any debt with those '**foreign**' entities? (See Conditional Acceptance elsewhere in this book)

But as a Secured Party Creditor with the 'discharge agreement' in place, the discharge can go forward still knowing that there is no money of exchange, then if there is a '**dishonor**, the **Secured Party Creditor** may have to exercise their 'exclusive' remedy of Tort for various violations and dishonor by the 'foreign company, corporation, government agency/agent, etc. in the interest of your commercial **Justice!**

These are **NEW** concepts for people to understand and accept within **Redemption** as to your freedom and that of your posterity and understanding that there is no lawful money in circulation

Once you become Secured Party Creditor, you must continue your education as the Secured Party Creditor/Private Banker, understand and use the 'Conditional Acceptance for Honor/Value' process and obtain the best information on commercial discharge as you can.

**WITH THAT BEING SAID;** aside from the Bill of Exchange process, we do present a simpler method to discharge via 'Acceptance for Value and Returned for Discharged'.

Read the following and understand it, though it is not complicated, and use as necessary. But first read this manual, several times, and read other books as mentioned at the end of this book. It's called 'continued education' and it is absolutely imperative that you continue to read, research and study... start asking questions, write letters, etc.

## **NOTICE AS TO DISCHARGE OF DEBT VIA 'AFVRD'**

### **EVOLUTION OF DISCHARGE PROCESS:**

11-17-06

#### ***TO WHOM THIS MAY CONCERN:***

It has come to our attention, in light of living within the current bankruptcy in trying to fathom, understand and work within the concept of HJR-192 to effect the discharge of debt so that One does not have to 'go to war', so to speak with government in general and 'their' corporations, but to 'go to peace' via 'acceptance for value' and 'discharge,' in light of the fact that 'no lawful constitutional money of exchange' exists within the States per circulation to 'pay debts at law,' due to the U.S. Bankruptcy. (See Walker F. Todd Affidavit)

As such, information has come forward to show, that for safety sake, the *current* 'Bill of Exchange' process must be set aside at this time as a means to discharge debt in the same way as applied in the past to the 'Sight Draft'... to discharge debts dollar for dollar.

It seems the de-facto agents of the bankrupt military-corporate government are doing whatever necessary to deny the secured party creditors the remedy provided by Congress, for such discharge of debt.

It is of necessity for 'evolution' of such to proceed forward, in spite of the ongoing and continuous 'fraud' perpetuated by every government employee, officer and elected official within every level of government today.

As such, today, it may be necessary to ‘go to war’ via law suit (via the technology of Citizens of the American Constitution) for fraud and treason (violation of Oath of Office to ‘their’ constitution) by the agents own stipulation, agreement and confession of the violation of Article One Section Ten of the U.S. Constitution as it operates within the States.

But the Tort Claim process is still the primary tool for redress as the ‘exclusive’ remedy preceding any ‘civil action’ by the agents, again, via their own stipulation, agreement and confession of the same, however, here, the ‘Claim’ is filed into the Risk Management/insurance side of the government corporation.

Irrespective of this ‘Notice,’ Walker F. Todd, ex-legal counsel of one of the Federal Reserve Banks states in his affidavit the following:

“From my study of historical and economic writings on the subject, I conclude that a common misconception about the nature of money unfortunately has been perpetuated in the U.S. monetary and banking systems, especially since the 1930s. In classical economic theory, once economic exchange has moved beyond the barter stage, there are two types of money: money of *exchange* and money of *account*.. For nearly 300 years in both Europe and the United States, confusion about the distinctiveness of these two concepts has led to persistent attempts to treat money of account as the equivalent of money of exchange. In reality, especially in a fractional reserve banking system, a comparatively small amount of money of exchange (e.g., gold, silver, and official currency notes) may support a vastly larger quantity of business transactions denominated in money of account. The sum of these transactions is the sum of credit extensions in the economy. With the exception of customary stores of value like gold and silver, the \$monetary base of the economy largely consists of credit instruments. **Against this background, I conclude that the Note, despite some language about “lawful money” explained below, clearly contemplates both disbursement of funds and eventual repayment or settlement in money of account (that is, money of exchange would be welcome but is not required to repay or settle the Note). ... Legal tender, a related concept but one that is economically inferior to lawful money because it allows payment in instruments that cannot be redeemed for gold or silver on demand, has been the form of money of exchange commonly used in the United States since 1933, .... Legal tender under the Uniform Commercial Code (U.C.C.), Section 1-201 (24) (Official Comment), is a concept that sometimes surfaces in cases of this nature.. The referenced Official Comment notes that the definition of money is not limited to legal tender under the U.C.C. ... The narrow view that money is limited to legal tender is rejected.”** Thus, I conclude that the U.C.C. tends to validate the classical theoretical view of money.” (emphasis added!)

And in citing the Henwood case; “...Negotiable Instruments via **Guaranty Trust of New York vs. Henwood**, et al 59 S CT 847 (1933), 307 U.S. 847 (1939), FN3 NOS 384, 485 holds that 31 U.S.C. 5118 was enacted to remedy the specific evil of tying debt to any particular currency or requiring payment in a grater number of dollars than promised.

Since October 27, 1977, **there can be no requirement of repayment in legal tender either, since legal tender was not loaned and repayment need only be made in equivalent kind: A negotiable instrument representing credit, i.e.; an International Bill of Exchange...**”

Or as otherwise stated; **NO ONE TODAY CAN MAKE DEMAND IN PAYMENT IN ANY SPECIFIC COIN OF CURRENCY!** Seems obvious that since 1933, State governments and their agents/employees and officers have and continue to violate Article I §X of the U.S. Constitution and which is their ‘Achilles heel.’

But that being said, the de-facto government is putting the squelch on another aspect of the discharge of debt, of which though in contradistinction of a wealth of information of Bills of Exchange via a detailed 20 page Memorandum of the use of Bill of Exchange, primarily supported by facts found in the Public Record as well as the comment (facts) of Walker F. Todd.

Aside from the fact that the current ‘Bill of Exchange’ process is drawn of the funds within the UCC Contract Trust Account, there does exist a BOE process based solely on the ‘private credit’ of the secured party creditor. That one will have to be looked into as soon as possible.

One thing recognized out within the ‘Redemption Movement’ is that most ‘secured parties’ have to fully understand the *monetary conditions that exist within the Unites States and the States and do not therein fully understand the money issue!*

Since knowledge is power, it is only obvious as well as necessary not only to understand, but seek from your ‘de-facto agents’ their stipulations as to those particular points and questions not only upon the money issue, but their oath of office, of any constitutional impermissible application of statute and the like, since we are above government and have been ‘estopped’ by their act(s) to again ‘pay our debts at law!’

God speed...

#1 - SAMPLE DRAFT COVER LETTER

Certified Mail # \_\_\_\_\_

John Barry of the family of Doe  
In behalf of JOHN B DOE, Ens legis  
1234 American Street  
Any City, Any State  
Zip code

Co., Corporation, Debt collector, Mortgage Co.,  
Municipal, County or State office/agency/agent, etc.  
666 Fraud Ave., Suite 999  
Any City, State of Collusion  
Zip code

Date \_\_\_\_\_

**RE: ACCEPTANCE FOR VALUE AND RETURNED FOR DISCHARGE OF**  
**\_\_\_\_\_ PRESENTMENT # \_\_\_\_\_ IN BEHALF**  
**OF \_\_\_\_\_ DEBTOR-NAME IN CAPS \_\_\_\_\_ .**  
**ACCOUNT # \_\_\_\_\_**

Dear \_\_\_\_\_ (or Sirs):

Please find enclosed your Presentment or offer as identified and dated \_\_\_\_\_,  
Accepted for Value and Returned for Discharge.

The undersigned is the Secured Party Creditor, authorized representative and attorney-in-fact for the above 'corporate entity/person' as identified above and in your account and Presentment.

I, as the Secured Party have been estopped in accessing 'constitutional money of exchange' to pay 'fines,' 'fees,' 'taxes,' 'debts,' 'judgments' or otherwise 'at law' in behalf of \_\_\_\_\_ DEBTORS NAME IN CAPS \_\_\_\_\_ ©, the an Ens legis!

Please recall that I have concluded the exhaustion of my Private Administrative Process via Conditional Acceptance for Value (CAFV) whereupon you have stipulated, agreed, not only to those referenced Proof of Claim 'facts' but that you agreed via tacit procuration (your silence) that the above referenced debt/liability can only be discharged and with my exemption.

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1) That, *Legal tender under the Uniform Commercial Code (U.C.C.)*, Section 1-201 (24) (Official Comment); "The referenced Official Comment notes that the definition of money is not limited to legal tender under the U.C.C. The test adopted is that of sanction of government, whether by authorization before issue or adoption afterward, which recognizes the circulating medium as a part of the official currency of that government. The narrow view that money is limited to legal tender is rejected."

2) That, the Federal Reserve Bank in its booklet; MODERN MONEY MECHANICS page 3, states; "In the United States neither paper currency nor deposits have as commodities. Intrinsically, a dollar bill is just a piece of paper, deposits merely book entries."

3) That the "giving a (federal reserve) note does not constitute payment." See Echart v

Commissioners C.C.A., 42 Fd2d 158.

4) That the use of a (federal reserve) 'Note' is only a promise to pay. See Fidelity Savings v Grimes, 131 P2d 894.

5) That Legal Tender (federal reserve) Notes are not good and lawful money of the United States. See Rains v State, 226 S.W. 189.

6) That (federal reserve) 'Notes do not operate as payment in the absence of an agreement that they shall constitute payment.' See Blachshear Mfg. Co. v Harrell, 2 S.E. 2d 766.

7) Also, Federal Reserve Notes are valueless. (See IRS Codes Section 1.1001-1 (4657) C.C.H.).

8) In light of the holding of Fidelity Bank Guarantee vs. Henwood, 307 U.S. 847 (1939), take notice of... "As of October 27, 1977, legal tender for discharge of debt is no longer required. That is because legal tender is not in circulation at par with promises to pay credit. There can be no requirement of repayment in legal tender either, since legal tender was not loaned [nor in circulation] and repayment [or payment] need only be made in equivalent kind; A negotiable instrument."

9) UCC 3-603; "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..." and:

10) ORS 81.010 "Effect of unaccepted offer in writing to pay or deliver. An offer in writing to pay a particular sum of money or to deliver a written instrument or specific personal property is, if not accepted, equivalent to the actual production and tender of the money, instrument or property." (the latter here operates via the rule of Para Materia in all other states.)

**WHEREFORE**; the Undersigned Secured Party Creditor can only discharge any such debt/liability due to the fact that the State of \_\_\_\_\_ was responsible in the removal of *constitutional money* that was to circulate within the State of \_\_\_\_\_ whereby the undersigned could 'pay debts at law' and the Undersigned herein has been estopped in law from paying debts 'at law'.

I would also presume, since the State of \_\_\_\_\_ is a 'federal unit,' that it would be a violation of commercial 'due process' or 'fraud' to bar the Undersigned from accessing the remedy provided by Congress (HJR-192) to discharge debts (liabilities) 'dollar for dollar'. (See Dyett v Turner, Warden, Utah State, 439 P 2<sup>nd</sup> 266 @ 267).

**THEREFORE**, in light of the above, under necessity, having no other means to pay debts at law, and in respect to any supposed 'debt/liability' being accepted for value, but being estopped and denied access to lawful constitutional money of exchange, the



undersigned can only exercise the remedy under necessity to discharge the 'debt/liability' in behalf of \_\_\_DEBTOR NAME IN CAPS\_\_\_©, via your DULY SIGNED PRESENTMENT Accepted for Value and Returned for Discharge bearing my exemption, therein, please accept this negotiable instrument and credit the above account, in honor, within 3 days upon acceptance.

Any dishonor will be construed as a commercial injury, violation of agreement, fraud, fraud by scienter, violation of commercial law and otherwise, of which I will have no alternative to initiate my exclusive remedy via Tort Claim, or otherwise.

I consider that you will do the honorable thing in this matter and close the account and I thank you for your time in this matter.

Sincerely

\_\_\_\_\_  
....., Secured Party  
Creditor, Authorized Representative, Attorney-  
In-Fact in behalf of  
\_\_\_DEBTORS NAME \_\_\_©, Ens legis.



corporate entity/Debtor, [ALL CAPS STRAWMAN®].

5.) THAT the U.S. Bankruptcy is **verified** in Senate Report No. 93-549 93rd Congress, 1st Session (1973), “Summary of Emergency Power Statutes,” Executive orders 6073, 6102, 6111 and by Executive Order 6260 on March 9, 1933, under the “Trading With The Enemy Act (Sixty-Fifth Congress, Session I, Chapters 105, 106, October 6, 1917), and as further codified at 12 U.S.C.A. 95(a) and (b) as amended, operates upon [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM] by notice, agreement, and stipulation of [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM].

6.) THAT, any transaction to discharge debt liability is in accordance and compliance with UCC 3-104; **Title IV, Sec 401 (FRA); USC Title 12; USC Title 28, §§1631, 3002;** and the Foreign Sovereign Immunity Act under necessity, in light of the fact that **the several States** are in violation of Article I, Section X of the U.S. Constitution.

7.) THAT, the Affiant as the Undersigned Secured Party is “Holder in Due Course” of the Preferred Stock of the federal Corporation (United States - February 21, 1871; 16 Stat. I. 419): and holds a prior, superior, security interest and claim on the DEBTOR and Debtor’s property.

8.) THAT, any documents transmitted in behalf of the Debtor to discharge debt liability in behalf of the Debtor is in full accord with HJR-192 (June 5, 1933), Public Law 73-10, UCC 3-419, 1-104 and 10-104.

9.) THAT, the Affiant is “Holder in Due Course” of the deficient account by his Acceptance and retains first priority; and by said Acceptance of any “Claim(s)” has eliminated any controversy in the matters by exhaustion of the Affiant’s private administrative process/remedy under necessity supported by scripture and ‘Self Help’ via UCC 1-201 (34) per Official Comments – “Remedy” and Affiant is not protesting in behalf of the Debtor.

10.) THAT, the undersigned Affiant has been estopped from and has no access of ‘lawful constitutional money of exchange’ (See U.S. Constitution – Art. I § X) to ‘PAY DEBTS AT LAW’, and pursuant to HJR-192, can only discharge fines, fees, debts, and judgments ‘dollar for dollar’ via commercial paper or upon his/her exemption.

11.) THAT, Legal tender under the Uniform Commercial Code (U.C.C.), Section 1-201 (24) (Official Comment); *“The referenced Official Comment notes that the definition of money is not limited to legal tender under the U.C.C. The test adopted is that of sanction of government, whether by authorization before issue or adoption afterward, which recognizes the circulating medium as a part of the official currency of that government. The narrow view that money is limited to legal tender is rejected.”*

12.) THAT, the Federal Reserve Bank of Chicago in its booklet; MODERN MONEY MECHANICS page 3, states; “*In the United States neither paper currency [e.g., Federal*

Reserve Notes] *nor deposits have value as commodities. Intrinsicly, a dollar bill is just a piece of paper, deposits merely book entries.*” The acceptance of said “currency” is merely a “confidence” game predicated upon the people’s faith or “confidence” that these currencies/instruments can be exchanged/accepted for goods and services.

13.) THAT the “giving a (federal reserve) note does not constitute payment.” See Echart v Commissioners C.C.A., 42 Fd2d 158.

14.) THAT the use of a (federal reserve) ‘Note’ is only a promise to pay. See Fidelity Savings v Grimes, 131 P2d 894.

15.) THAT Legal Tender (federal reserve) Notes are not good and lawful money of the United States. See Rains v State, 226 S.W. 189.

16.) THAT (federal reserve) ‘Notes do not operate as payment in the absence of an agreement that they shall constitute payment.’ See Blachshear Mfg. Co. v Harrell, 2 S.E. 2d 766.

17.) THAT Federal Reserve Notes are valueless. (See IRS Codes Section 1.1001-1 (4657) C.C.H.).

18.) THAT, in light of the holding of Fidelity Bank Guarantee vs. Henwood, 307 U.S. 847 (1939), take notice of ... “*As of October 27, 1977, legal tender for discharge of debt is no longer required. That is because legal tender is not in circulation at par with promises to pay credit. There can be no requirement of repayment in legal tender either, since legal tender was not loaned [nor in circulation] and repayment [or payment] need only be made in equivalent kind; A negotiable instrument.*”

19.) THAT, the various and numerous references to Case Law, Legislative History, State and Federal Statutes/Codes, Federal Reserve Bank Publications, supreme Court decisions, the Uniform Commercial Code, U.S. constitution, State constitutions, and general recognized maxims of Law as cited herein and throughout, establish the following:

(a) That, the U.S. federal government did totally and completely debase the organic, lawful, constitutional coin of the several states of the Union and of the United States.

(b) That, the federal government and the several united States have, and continue, to breach the express mandates of Article I, §§ 8 & 10 of the federal Constitution regarding the minting and circulation of lawful coin.

(c) That, the lawful coin (i.e., organic medium of exchange) and former ability to PAY debts – has been replaced with fiat, paper currency, with a limited capacity to only DISCHARGE debts.

(d) That, the Congress of the United States did legislate and provide the American people a remedy/means to discharge all debts “dollar for dollar” via HJR 192 - due to the declared Bankruptcy of the corporate United States via the abolishment of constitutional coin and currency.

(e) That, the corporate United States, the several States of the Union, intergovernmental organizations, and other nations of the world, recognize this current, circulating medium of exchange as commercial paper/instruments, negotiable or non-negotiable, the same being accepted as legal tender or money, etc., as set forth in the Uniform Commercial Code.

(f) That, the Affiants acceptance of any monetary/debt presentment and/or demand for payment as presented by any person, natural or corporate, can be returned for discharge, the same constituting the negotiable instrument so bearing the exemption of the Affiant upon any said monetary/debt presentment and/or demand for payment as a non-cash accrual item is but another form of legal tender, money, currency emanating from the Creditor.

20.) THAT, pursuant to 'State and Federal' TENDER OF PAYMENT statutes; "Whatever is tendered as payment, whether property, money or an *instrument*, if not accepted, the debt is discharged."

21.) THAT, the Affiant is exercising the remedy provided by Congress via HJR-192 and proceeding upon agreement and stipulation of [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM]; and upon tender of the 'instrument', [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM] are to perform according GAPP accounting principles and ledger in the credit or therein [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM] will have breached the agreement and commit various violations of commercial and State Law.

Further Affiant Sayth Not.

Done this \_\_\_\_\_ day of \_\_\_\_\_ 2007 A.D.

\_\_\_\_\_  
..... Affiant

**ACKNOWLEDGMENT**

SUBSCRIBED TO AND SWORN before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2009, a Notary, that [Secured Party Creditor] personally appeared, and known to me to be the man whose name subscribed to the within instrument and acknowledged to be the same.

\_\_\_\_\_  
Seal:  
Notary Public in and for said State  
My Commission expires; \_\_\_\_\_

The following article was published in the July/August 2006 issue of The American's Bulletin:

## I DID IT MY WAY

'The Discharge of Six Matters'

By William Maltsberger

Well, I've been around the block a time or two, and now I'm retired and in my 80's. A few years back, I subscribed to 'The American's Bulletin', then later, when Redemption came forward, I became a 'Secured Party Creditor' at the end of 2003.

I have to say that I have learned a lot from that 'newspaper' and since becoming a secured party, I decided to take care of some commercial matters, you know; debts!

I had a debt matter with a local bank for about \$2,000.00, a TV Service Company for about \$135.00, a Cell Phone Company for about \$930.00, a Computer Finance Company for about \$1,600.00, an Insurance Company for about \$580.00 and a Credit Card Debt for about \$4,000.00.

All of these matters were of 2 years ago. What I had done, was to take their 'presentment', their 'bill or 'demand for payment' and I wrote across them; "Accepted for Value and Returned for Discharge per UCC-1 enclosed" and signed each presentment, under my name is 'Secured Party', and I mailed them back to them 'fellas' by certified mail.

I only heard back from one of them, the bank. They had sent the matter to a Debt Collector, one from California and one from New York. I then took their 'Demand Letters' and done the same thing and have never had heard from those either!

Now I know there's no guarantee, and I don't know what would happen if you did the same thing, I'm just saying that it worked for me and that discharging some \$9,000.00 in debt 'cause of what I have learned in the Redemption process has been well worth it.



**STEPS FOR ‘ACCEPTED FOR VALUE AND  
RETURNED FOR DISCHARGE:**

Understand the concepts.....  
AFVRD Package should include:

- 1) Draft up COVER LETTER
- 2) Include PRESENTMENT written upon or STAMPED:

**“ACCEPTED FOR VALUE AND RETURNED FOR DISCHARGE”**

Per UCC-1 attached

At \$ \_\_\_\_\_ Date \_\_\_\_\_

/s/ \_\_\_\_\_

Certified mail # \_\_\_\_\_

Note; AFVRD Stamp is available from The American’s Bulletin – see Book List in TAB or see Book Catalog!

Note; Presentment includes; traffic citation, demand for payment letter, contract, mortgage agreement, etc.

- 3) True and Correct Copy of your Original UCC-1
- 4) Affidavit of in Support of AFVRD (of Discharge of Debt)
- 5) Copy of ‘Affidavit of Walker f. Todd’

**Note;** No guarantee is made or implied as to any success with any discharge of debt by any process obtained, utilized or otherwise from this source and user assumes all responsibility and liability and waives same as to source of this information.