

## Debt Elimination Process

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There are Seven Main Concepts that will help make our debt elimination procedure make sense to a "layperson" with no legal knowledge. All the supported evidence and case law, maxims of law, etc, are provided with links below each concept, for your further study if you should so choose:

There are many ways to accomplish the same goal - you not being liable for a debt and to avoid any lawsuits/judgments and to clean up your credit. We usually talk with our client to discuss the best procedure for their unique situation - however all procedures will use all seven of these concepts listed on this webpage.

### **Concept One: There is No Money**

\_In our society today, due to the major Bankruptcy in 1933, [look up "HJR 192"], all "money" is debt, not assets. It is even printed right on the front of all Federal Reserve Notes "This Note is Legal Tender For All Debts, Public And Private."

In the past, US Dollars were actually based on Gold or Silver and was merely a receipt which could be exchanged for this real money of substance.

So now, you have realized that no asset of any value was loaned to you. What is really happening is that your signature on a loan application is what authorized the bank to access *your own credit*, which is unlimited in your lifetime, based off your birth certificate (which is a bond).

Credit is created through bonds, promises to pay, and based on the commercial energy of the living person whose autograph/signature is affixed to the document. Strictly speaking, when you sign the loan application, you are placing a lien on the birth certificate, which is an asset also the Title to your body or your physical person. You are an asset and you are the source of the money. The piece of paper with your signature is now a security, and has value to it. You are exchanging that note (an asset) for debt (as "Credit").

The banks only deal in Credits and Debit based on book entries. Look in your online banking or the paper statements that you get in the mail - the only two ledgers you see are "Debits" and "Credits". Nowhere does it say "Money".

In addition, it is now public policy (Public Law 7310) that the "payment of debt" is now against Congressional and "public policy" and henceforth, "Every [debt] obligation . . . Shall be discharged." What this means is that you can send your bills to the United States Treasury or the IRS (their auditor), and they will discharge or "set off" your debt with your unlimited credit. This is a process that is explained on our website, it is called "Accepted for Value". However for the majority of people, this procedure is not recommended until one recognizes the inherent power that they have and is responsible enough to do the procedure effectively. For novices to this information, we do not recommend an Accepted for Value procedure to settle a Credit Card debt. There are many ways to accomplish the same goal - you not being liable for a debt and to avoid any lawsuits/judgments and to clean up your credit. We usually talk with our client to discuss the best procedure for their unique situation - however all procedures will use all seven of these concepts listed on this webpage.

As a result of HJR 192, and from that day forward (June 5, 1933), no one in this nation has been able to lawfully pay a debt or lawfully own anything. The only thing one can do, is tender in transfer of debts, with the debt being perpetual. The suspension of the gold standard, and prohibition against paying debts, removed the substance for our common law to operate on, and created a void as far as the law is concerned. This substance was replaced with a "PUBLIC NATIONAL CREDIT SYSTEM" where debt is "LEGAL TENDER" money.

192 states that one cannot demand a certain form of currency that they want to receive if it is dollar for dollar. If you review the Modern Money Mechanics article you will discover that all currency is your credit! The Federal Reserve calls it "monetized debt."

How Money Is Created (1 of 3): <http://www.youtube.com/watch?v=AgKFLk9xffA&feature=fvwrel>

Modern Money Mechanics - Federal Reserve Bank of Chicago  
<http://www.rayservers.com/images/ModernMoneyMechanics.pdf>

House Joint Resolution 192 (1933) / Public Law 7310 - Remedies in Law:

<http://www.scribd.com/doc/72416275/HJR-192-Original-1933-06-05>

<http://www.youtube.com/watch?v=IN4QFJPPbWA>

## **Concept Two:**

### **An Unrebuted Affidavit Stands as Truth in Commerce:**

For Demand or Proof of the Debt, the banks have never responded to our inquiry properly. Therefore they consent to our Affidavit of Facts and our New Contract.

"If only one side of the conflict was supported by affidavit, our task would be relatively easy, for we may not assume the truth of allegations in a pleading which are contradicted by affidavit."  
-Taylor v. Portland Paramount Corp., 383 F.2d 634, 639 (9th Cir. 1967).

"Where affidavits are directly conflicting on material points, we do not see how it is possible for the district judge to "weigh" the affidavits in order to resolve disputed issues. Except in those rare cases where the facts alleged in an affidavit are inherently incredible, and can be so characterized solely by a reading of the affidavit, the district judge has no basis for a determination of credibility." -Data Disc, Inc. v. Systems Technology Associates, Inc. -United States Court of Appeals, Ninth Circuit, July 13, 1977

Video: [http://www.youtube.com/watch?v=Eg8GuY1cy\\_g](http://www.youtube.com/watch?v=Eg8GuY1cy_g)

## **Concept Three:**

### **A Request Regarding an Authenticated Statement of Account:**

This International Commercial Law basically shows that a debt is considered discharged if the debt collector / original "Creditor" fails to reply and rebut your Affidavit of a Zero Balance. This is yet another process we use to demand proof of any authentic debt, which the banks/debt collector never properly respond to.

### UCC 9210:

(1) A debtor may sign a statement indicating what he believes to be the aggregate amount of unpaid indebtedness as of a specified date and may send it to the secured party with a request that the statement be approved or corrected and returned to the debtor. When the security agreement or any other record kept by the secured party identifies the collateral a debtor may similarly request the secured party to approve or correct a list of the collateral.

(2) The secured party must comply with such a request within two weeks after receipt by sending a written correction or approval. If the secured party claims a security interest in all of a particular type of collateral owned by the debtor he may indicate that fact in his reply and need not approve or correct an itemized list of such collateral. *If the secured party without reasonable excuse fails to comply he is liable for any loss caused to the debtor thereby; and if the debtor has properly included in his request a good faith statement of the obligation or a list of the collateral or both the secured party may claim a security interest only as shown in the statement against persons misled by his failure to comply.* If he no longer has an interest in the obligation or collateral at the time the request is received he must disclose the name and address of any successor in interest known to him and he is liable for any loss caused to the debtor as a result of failure to disclose. A successor in interest is not subject to this section until a request is received by him.

(3) A debtor is entitled to such a statement once every six months without charge. The secured party may require payment of a charge not exceeding \$10 for each additional statement furnished.

<http://www.law.cornell.edu/ucc/9/9-208.html>

<http://www.youtube.com/watch?v=NauEHmyascY>

### **Concept Four:**

### **Fair Debt Collection Practices Act and the Duty of a Debt Collector to Validate a Debt when Demand is Made:**

More public law to support consumers and our efforts at validating the debt:

<http://www.ftc.gov/os/statutes/fdcpa/fdcpact.shtm#809>

## **§ 809. Validation of debts [15 USC 1692g]**

(a) Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing --

(1) the amount of the debt;

(2) the name of the creditor to whom the debt is owed;

(3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;

(4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and

(5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or

any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector.

(c) The failure of a consumer to dispute the validity of a debt under this section may not be construed by any court as an admission of liability by the consumer.

## **Concept Five:**

### **Tacit Acquiescence is Acceptance:**

<http://legal-dictionary.thefreedictionary.com/acquiescence>

This explains to you how we get the companies to "Agree" with our new contract that the debt is settled/discharged/zeroed out:

Definition of "Tacit Acquiescence": *Conduct recognizing the existence of a transaction and intended to permit the transaction to be carried into effect; a tacit agreement; consent inferred from silence.*

For example, a new beer company is concerned that the proposed label for its beer might infringe on the trademark of its competitor. It submits the label to its competitor's general counsel, who does not object to its use. The new company files an application in the [Patent and Trademark Office](#) to register the label as its trademark and starts to use the label on the market. The competitor does not file any objection in the Patent Office. Several years later, the competitor sues the new company for infringing on its trademark and demands an accounting of the new company's profits for the years it has been using the label. A court will refuse the accounting, since by its acquiescence the competitor tacitly approved the use of the label. The competitor, however, might be entitled to an [Injunction](#) barring the new company from further use of its trademark if it is so similar to the competitor's label as to amount to an infringement.

Similarly, the [Internal Revenue Service](#) (IRS) may acquiesce or refuse to acquiesce to an adverse ruling by the u.s. tax court or another lower federal court. The IRS is not bound to change its policies due to an adverse ruling by a federal court with the exception of the U.S.

Supreme Court. The chief counsel of the IRS may determine that the commissioner of the IRS should acquiesce to an adverse decision, however, thus adopting the ruling as the policy of the IRS. The decision whether to acquiesce to an adverse ruling is published by the Internal Revenue Service as an Action on Decision.

Acquiescence is not the same as [Laches](#), a failure to do what the law requires to protect one's rights, under circumstances misleading or prejudicing the person being sued. Acquiescence relates to inaction during the performance of an act. In the example given above, the failure of the competitor's general counsel to object to the use of the label and to the registration of the label as a trademark in the Patent and Trademark Office is acquiescence. Failure to sue the company until after several years had elapsed from the first time the label had been used is laches.

### **Concept Six:**

### **Contracts Can Move & "Holding Your Contract":**

You have already probably received "New Terms" for your credit card, or Notices of new terms for collecting unemployment amounts or social security amounts, etc. Any contract can change and this is supported and agreed by the other party if the other party does not respond in order to re-negotiate those proposed new terms. Within 72 hours (actually 10 days - for mail to go to and fro), a new contract is agreed upon if you fail to respond. However our process is allowed to change old contracts using another concept called "Nunc pro tunc" Latin for "Now For Then". Any contract can move or be changed. The following audios are great examples, although they are lengthy they will really help to understand this concept:

<http://www.cic-root.com/living-temple/CIC-Living-Temple-201002-01.mp3>

<http://recordings.talkshoe.com/TC-37960/TS-253362.mp3>

Basically, we just want you to understand that we are moving the contract from what was once a agreed upon obligation (because of our conduct - you were paying it weren't you?!), to now being an unsubstantiated or frivolous claim that has been rebutted by law.

## **Concept Seven:**

### **Notary Certificate of Non-Performance (also known as Dishonor):**

This explains the actual Paperwork "Process" that we use:

Within the Uniform Commercial Code (UCC) is a process called a 'Notary Certificate of Default Method' (Notary COD method). This has generally been used by banks in their commercial transactions, but more recently, the Notary COD method has been used in disputes with government agents, agencies, banks, and corporations by people who are unable to afford the services of an attorney and/or have been disappointed when seeking justice through the courts. *It can be used to head off potential litigation, settling of the case prior to it's being brought into court, or sometimes, for a case that is already in the court.* It is a process of re-presentation of commercial documents that were previously presented and ignored, in order to gain response and satisfaction of your claim/inquiry.

The COD is a 3-step process which is performed by a notary after you have made a good faith effort to settle the matter with your opponent. You then bring the matter to the notary and request s/he re-present your documents to your opponent as a third party witness to their dishonor. The notary invites them to respond to him/her within a specific time frame, offering a follow-up Notice if there is no response. If no answer is forthcoming, then a Certificate of Dishonor / Non-Performance is issued.

If the Respondent fails to reply to your Presentment, or replies but does not answer your questions or provide the proof you requested or, if you request performance (like returning your property) and they do not answer or refuse for no good reason (both are 'dishonors'), you can then bring the issue to a notary who is familiar with the COD method. The notary will re-submit your offer and/or ask the adversary why s/he is dishonoring your offer (the affidavit, contract, or whatever). Generally, the notary will contact the Respondent twice, each time giving them a specified time frame in which to answer. If no response is received, then the notary will issue a Certificate of Dishonor, the original of which is sent to you, along with copies of all of the documents in the process, and can be brought before a judge for a Declaratory Judgment or used as the basis for a lien.

We contract with a notary who can help you with your COD. Our notary is commissioned in New



Yorkand is not empowered to acknowledge signatures outside the state, but all notaries are empowered to do a COD procedure to a foreign jurisdiction. You'll just have a hard time finding one who is familiar with it or is willing to learn. Your signature on the Presentment to the bank/debt collector begins the COD process, however, will be acknowledged by a notary in your own locale.

Pricing: The cost of the 3-step Certificate of Dishonor (COD) Debt Process also includes up to 200 pages of documents, photocopies, prep work, and keeping records and backup copies.

## **Concept Eight:**

### **Due Process:**

This explains how when Due Process/Proper Notice is given in your proceeding (paperwork process), that you are giving them all Equal Protection and the right to default, acquiesce or contest:

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"...due process requires, at a minimum, that an individual be given a meaningful opportunity to be heard prior to being subjected by force of law to a significant deprivation. After noting that "[t]he formality and procedural requisites for the hearing can vary, depending upon the importance of the interests involved and the nature of the subsequent proceedings," the Boddie court continued: "That the bearing required by due process is subject to waiver, and is not fixed in form does not affect its root requirement that an individual be given an opportunity for a hearing before he is deprived of any significant property interest..." (Original italics; 401 U.S. at pp. 378-379 [28 L.Ed.2d at p. 119].) Again the court cited Sniadach as authority for the latter, general proposition. (See also Bell v. Burson (1971) 402 U.S. 535, 539-543 [29 L.Ed.2d 90, 94-97, 91 S.Ct. 1586].)

"In the latter case, we said that the right to be heard "has little reality or worth unless one is informed that the matter is pending and can choose for himself whether Page 395 U. S. 340 to appear or default, acquiesce or contest." [Sniadach v. Family Finance Corp]  
<http://supreme.justia.com/cases/federal/us/395/337/case.html>

## **In Summary:**

A combination of the above-mentioned concepts are used, in the execution and acceptance of a new contract, between the Debt Collector / Original Creditor, and the Client, in which an agreed upon balance due is \$0.00

This is an outside court procedure done through a Notary Default Procedure, giving the other party Due Process of Law, and they are Consenting to Our New Contract via their tacit acquiescence.

*Again, this process can be used to head off potential litigation, settling of the case prior to it's being brought into court, or sometimes, for a case that is already in the court. It is not exclusive to debt invalidation, but can be used for almost anything.*

It is a process of formally re-presentation documents, payments, or demand for proof of validation, in order to gain a response or non-response which will deem the matter (of an alleged debt) a formal satisfaction of claim/inquiry. The matter is formally settled, with witnesses (Notary/USPS post office), and the matter can not legally be brought up in court for litigation. Every time this has happened, the cases were dismissed or the bank's attorney's has lost - all without our clients having to go to court, pay any extra court fees, or hire any attorney. See <http://understandcontractlawandyouwin.com/debt-eradication/eliminate-credit-card-debt/> for examples of our successes.

The debt collector can argue or state that there is a debt due, but unless they are able to validate their claim, and put their commercial oath or affirmation behind their statement - their claim is just a "statement". But statements are not facts in law. The only thing that makes these statements have any validity is the consumers lack of proper response or rebuttal to these statements.

If the debt collector is truly holding a debt or obligation to the other party, they have a legal duty to respond and either accept, rebut, or refute our Affirmations. An affirmation under oath will always be stronger than a mere "statement", especially when this statement is not backed up with sworn facts.

You will note in cases that go to trial, that no debt collector will take the stand in a trial and swear that they have first hand evidence that money was loaned to such and such individual, or

nothing to the like.

The debt collectors are merely doing their job, massively processing paperwork, statements, and cases, and most people will respond (or not respond) like sheep, with very little knowledge of the law or how to constitute a solid written record of correspondences that validates and proves our claim - that there is no debt and that this is not even an argument because the collector did agree (through their non-response/non-performance) of our new terms of the contract.

## **Our Service:**

With our clients, we take care of all the paperwork, no lawyer is ever needed, and we guarantee the client will never have to go to court, all phone calls with stop, and best of yet, the debt is invalidated, zeroed out, and no judgments will ever be issued against the consumer for any debt owed.

The process usually takes about ninety (90) to one-hundred twenty (120) days to complete. At that point, you can do a Credit Bureau check and use your Notary Presentment Record to fix all the false items on your Credit report, which are merely "statements" made by the debt collectors.

For Credit Card Accounts, our fee is \$1000 per account to settle the debt. Due to high demand and fast growth, this fee will likely be raised in the future. If you'd like a discount on this fee, you can become an active affiliate and refer new clients to our program through word of mouth, as long as you meet a quota then we can offer you a better rate.

Due to a rapid growth in our program, and high-demand for this service, you should check with us first, as there may be a waiting list before the beginning of your process is initiated.

Each client's process will be initiated in the order in the queue, and as of now (August 6, 2012), there is a two week waiting list for the process to be initiated. A deposit on your donation for our service can be made at any time, to put your process next in line in the queue; or a full payment may be made up front to jump to the front of the queue, especially if litigation or threats of litigation are pending by attorney's of the debt collector.

We intend to work with all individuals in need of our service despite any obstacles. We wish to help you break the chains of unnecessary debt slavery due banks who 'create' credit out of thin air and then trick you into believing otherwise.

For more information contact - 631-866-6708

**[www.UnderstandContractLawAndYouWin.com](http://www.UnderstandContractLawAndYouWin.com)**