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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK ✓

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Capital One
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City Of Industry, CA 91716-0599

Prepared By : O.N.E. Productions
Return to: Julie Williams
P.O. Box 118
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515 703 8412

August 21, 2018

RE: CONDITIONAL ACCEPTANCE FOR VALUE FOR PROOF OF CLAIM UPON CAPITAL ONE- FOR COMMERCIAL DISCHARGE, Account No. [REDACTED]

To Whom It May Concern:

It has come to my attention that as applied to the above matter, that there may not have been a true qualified 'meeting of the minds,' that there may be fraud or misrepresentation on the contract and/or the contract itself may be an unconscionable contract, or other controversies that may exist within this contract/transaction.

As I want to resolve this matter as soon as possible, I am initiating this private-administrative remedy to determine such matters and I agree to continue making payments predicated upon your 'proof of claim.'

The necessary 'Proofs of Claim' are set out below, to wit:

1. **PROOF OF CLAIM** that Capital One gave **FULL DISCLOSURE** to all matters dealing with said contract as to the US Bankruptcy, form of payment, what was loaned, etc.
2. **PROOF OF CLAIM** that the agent Diana Rodriguez in sending the undersigned the **DEMAND FOR PAYMENT OF DEBT** letter via the US Mail, does not constitute a mailing a fraudulent claim, and/or committing mail fraud (Title 13, Sec 1 331 USC).
3. **PROOF OF CLAIM** that Capital One as under the laws of the State of California and doing business in the State of California, by and through its Officers, Board of Directors and employees, and agents are not bound to support Article I, § X, and that any such thing as gold and silver coin exists as legal tender in payment of debts.
4. **PROOF OF CLAIM** that Capital One inquired or knew that the undersigned had, or has the ability to pay a debt to the public.
5. **PROOF OF CLAIM** that the undersigned had/has access to 'money' that constitutes '**LAWFUL (Sufficient) CONSIDERATION.**'
6. **PROOF OF CLAIM** that the use of a (federal reserve) 'Note,' or instruments certifying conveyance of Federal Reserve Notes, is not only a promise to pay. See Fidelity savings v Grimes, 131 P2d 894.
7. **PROOF OF CLAIM** that Legal Tender (federal reserve) Notes, or instruments certifying conveyance of Federal Reserve Notes, are good and lawful money of the United States. See Rains v State, 226 S.W. 1 89.
8. **PROOF OF CLAIM** that Federal Reserve Notes, or instruments certifying conveyance of Federal

Reserve Notes, *are not* valueless. See IRS Codes Section 1 . 1 001-1 (4657) C.C.H. (Note: Federal reserve Bank says "Federal Reserve Notes have no value.")

9. **PROOF OF CLAIM** that (federal Reserve) Notes, or instruments indicating a conveyance of Federal Reserve Notes, *do* operate as payment in the absence of an agreement that they shall constitute payment.' See Blachshear Mfg. Co. v Harrell, 12 S.E. 2d 766.
10. **PROOF OF CLAIM** that the undersigned had a 'meeting of the mind(s)' with Capital One pursuant to the contract/agreement in respect to full disclosure and that said contract contained or contains no elements of fraud by Capital One.
11. **PROOF OF CLAIM** that Capital One did not, in respect to their contract/agreement was not made beyond the scope of its corporate powers and the contract is not unlawful and void. (see for reference McCormick v Market Natl. Bank, 165 Us 538)
12. **PROOF OF CLAIM** that the Negotiable Instruments Law was not designed to cover commercial paper, [which] IS the currency. La. Stat. Ann. -R.S., 71 et seq. LSA-C.C, Art. 2139 (see attached **Affidavit of Walker Todd**)
13. **PROOF OF CLAIM** that Capital One did not loan their 'credit' and that the undersigned IS ONLY OBLIGATED to pay back in something other than 'like kind, ' i.e., debt instruments.
14. **PROOF OF CLAIM** that the U.S. Bankruptcy did not impair the obligations and considerations of contracts through the "Joint Resolution To Suspend The Gold Standard and Abrogate the Gold Clause,"- June 5, 1933 as it may operate within the State of Iowa.
15. **PROOF OF CLAIM** that the State of California did not adopt in some capacity the Uniform Commercial Code and that all transactions included but not limited to courts are governed under the UCC and/or the Negotiable Instrument Law as designed, to cover commercial paper, [which] IS currency. La. Stat. Ann. - R.S., 71 et seq. LSA-C.C, Art. 2139.
16. **PROOF OF CLAIM** that under the Negotiable Instrument Law, 'commercial Paper, ' but not limited to Bills of Exchange are not 'money' (currency) in respect to the National Emergency and the Uniform Commercial Code and are not to be accepted to discharge debt.
17. **PROOF OF CLAIM** that the undersigned cannot accept for value any public or private presentment/invoice/Bill, etc., for fine, fee, tax, debt or judgment and discharge the same with a Bill of exchange or other commercial paper as necessary to carry on commerce.
18. **PROOF OF CLAIM** that Capital One by and through its employees, knew or did not know, that this transaction was beyond the scope of its Charter and that Capital One and did not intend to bind the undersigned to an unconscionable contract.
19. **PROOF OF CLAIM** that Capital One by and through its employees and agents, did not commit fraud on the contract in respect to the account/contract referenced above in any capacity.
20. **PROOF OF CLAIM** that your **DEMAND FOR PAYMENT OF DEBT** letter does not therefore constitute an attempt by CCC at unjust enrichment.
21. **PROOF OF CLAIM** that the commercial instrument or Bill of Exchange tendered was not refused and returned within three days pursuant to Nygaard v Continental Resources, Inc., 598 N.W. 2d 85 1 (1991), 39 U.C.C. 2d 85 1 "The court held the under 2-511(2), tender of payment is sufficient when it is made by means current in the ordinary course of business, unless the seller demands payment in legal tender. Here, Nygaard spoke to Continental several times after receipt of the sight draft and never requested payment in legal tender. Payment to extend the lease was due by January 4th, 1988 and the rejection of the sight draft did not occur until January 8, 1 998. Nygaard rejection was thus untimely and tender of sight draft was sufficient to extend the lease."
22. **PROOF OF CLAIM** that undersigned, as the authorized representative of the Debtor does not have the standing or capacity to accept for value the offer/contract/presentment and discharge the same via Bill of Exchange or other appropriate commercial paper for discharge via the remedy provided by Congress - HJR-192 of June 5, 1 933.

General acquiescence, or non-response by CCS to provide the above '**Proofs of Claim**' will constitute your agreement and formal acceptance. You will have by your non-response to state a claim upon which relief can be granted otherwise shall operate as general acquiescence relative to this presentment. You will have admitted there is no valid Claim of Action arising via contract and/or compelling the undersigned into an

unconscionable contract and that there was no meeting of the minds in respect to the alleged contract.

You will have formally accepted each and every fact herein as they operate in favor of the undersigned, due to your silence and estoppels is in effect.

You admit to your non-response to bring forth '**Proof of Claim**' in support of a '**clean hands doctrine**,' '**full disclosure**,' '**good faith dealing**,' and as to the **FAIR DEBT COLLECTIONS PRACTICES ACT**, as it may apply to your presentment In regards to this alleged transaction/contract! as referenced above.

Therein, presumption will be taken in regards to your refusal, failure, default, and dishonor, admission, and confession of injury and damage and failure to state a claim, that you, CCS, this '**Conditional Acceptance**' becomes the security agreement under commercial law, or in the alternative, you agree and stipulate that the undersigned can only discharge the demand payment letter/bill/presentment, etc., with a Bill of Exchange, or other commercial paper, or the presentment 'Accepted for Value and Returned for Discharge' and that you or Capital One will accept said 'instrument' as tendered or 'acceptance' to discharge the debt under necessity.

Due to the time sensitive nature of this private matter, under necessity, you are to respond with '**Proof of Claim**' within **10** days, plus three (3) days grace granted by return service by certified-priority-return-mail to the undersigned's address and a copy to the Third Party or Notary as addressed below.

Should you fail or refuse by non-response to provide '**Proof of Claim**' within the time specified in this private matter, general acquiescence and acceptance will be taken on your part as formerly exercised (performed) pursuant to your silence.

This agreement shall have the effect of an instrument under seal.

Sincerely,



Diana Rodriguez - Secured Party Creditor, Authorized Representative, Attorney-In-Fact, in behalf of DIANA RODRIGUEZ ©, Ens legis

SUBSCRIBED TO AND SWORN before me this 21st day of , August 2018, a Notary, personally appeared and known to me to be Diana Rodriguez whose name subscribed to the within instrument and acknowledged to be the same.

 Seal;

Notary Public My Commission Expires 9/5/2020

