Certified Return Mail Number \_\_\_\_\_\_<<TRACKING NUMBER>>\_\_\_\_\_\_\_\_\_\_\_\_\_

<<RECEIPIENT-NAME>>

c/o <<BUSINESSNAME>>,

<<BUSINESS-ADDRESS>>

<<BUSINESS-CITY>, <<BUSINESS STATE>> <<BUSINESS-ZIPCODE>>

<<SUI JURIS>>, Executor

KING JOSEPH PENSON II TRUST

c/o 217 E Main St #955

Royse City, Texas

29 January 2025

**RE: CONDITIONAL ACCEPTANCE FOR VALUE FOR PROOF OF CLAIM UPON CAPITAL ONE CONTRACT, FOR DETERMINATION OF 'MEETING OF THE MINDS,' 'FRAUD ON THE CONTRACT,' AND OR AN 'UNCONSCIONABLE CONTRACT' AND/OR AGREEMENT FOR COMMERCIAL DISCHARGE, Account No. XXXX-XXXX-XXXX-5642**

Dear Andrew Young,

I am in receipt of and conditionally accept for value (honor) your communication regarding account no. XXXX-XXXX-XXXX-**5642**.

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 procedure to determine such upon your **'proof of claim.'**

I want to receive absolute assurance from CAPITAL ONE that they did not breach the agreement. In order to settle this matter, please sign or have an authorized officer sign the enclosed affidavit, confirming that you have read the agreement, that you understand GAAP, the bookkeeping entries, accounts receivables and deposits, the banking laws, and the Federal Reserve bank’s policies and procedures.

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 CAPITAL ONE and/or its employees sent the undersigned the **DEMAND FOR PAYMENT OF DEBT** letter.
3. **PROOF OF CLAIM** that CAPITAL ONE as an **'artificial entity/creature,'** created under the laws of the State of NORTH CAROLINA and doing business in the State of TEXAS, by and through its Officers, Board of Directors and employees, and agents are not bound to support Article I, § X, as a **'State created entity,'** in that "No **State shall... make any Thing but gold and silver coin as Legal Tender in Payment of Debts,"** and that any such thing as gold and silver coin exists as legal tender in payment of debts.
4. **PROOF OF CLAIM** that of the value (substance) demanded in the DEMAND FOR PAYMENT OF DEBT ***is in the nature of*** Valuable Consideration called **'money'** and is in compliance with Title 31 UNITED STATES CODE § 371 and 12 UNITED STATES CODE § 152.
5. **PROOF OF CLAIM** that CAPITAL ONE inquired or knew that the undersigned had or has access to 'lawful money of account' to 'pay' the contract debt(s) at law without becoming a tortfeasor.
6. **PROOF OF CLAIM** that the undersigned had/has access to 'money' that constitutes **'LAWFUL** *(Sufficient}* **CONSIDERATION.'**
7. **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.
8. **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. 189.
9. **PROOF OF. CLAIM** that Federal Reserve Notes, or instruments certifying conveyance of Federal Reserve Notes, *are not* valueless. See IRS Codes Section 1.1001-1 (46571 C.C.H. (Note; Federal reserve Bank says, **"Federal Reserve Notes... have no value.")**
10. **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.
11. **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.
12. **PROOF OF CLAIM** that CAPITAL ONE loan/ contract/agreement was not made beyond the scope of its corporate powers and the contract is not unlawful and void on its face, (see for reference McCormick v Market Natl. Bank, 165 Us 538)
13. **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)**
14. **PROOF OF CLAIM** that CAPITAL ONE did loan their 'credit' and that the undersigned IS ONLY OBLIGATED to pay back in something other than 'like kind,' i.e., debt instruments.
15. **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 North Carolina/STATE OF TEXAS.
16. **PROOF OF CLAIM** that the State of NORTH CAROLINA/STATE OF TEXAS 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.
17. **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.
18. **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, International Promissory Note or other commercial paper as necessary to carry on commerce.
19. **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.
20. **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.
21. **PROOF OF CLAIM** that your **DEMAND FOR PAYMENT OF DEBT** letter does not therefore constitute an attempt by CAPITAL ONE at unjust enrichment.
22. **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 851 (1991\ 39 U.C.C. 2d 851.... "The court held the under 2-51U2X 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, 1998. Nygaard rejection was thus untimely and tender of sight draft was sufficient to extend the lease."
23. **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, International Promissory Note or other appropriate commercial paper for discharge via the remedy provided by Congress - HJR-192 of June 5, 1933.
24. **PROOF OF CLAIM** that undersigned, King-Joseph: Penson II, is not a secured party creditor.

**NOTICE**

THIS IS NOT A REQUEST FOR CONFIRMATION THAT YOU HAVE A COPY OF AN AGREEMENT OR COPIES OF STATEMENTS. THIS IS A DEMAND FOR PROOF THAT YOU HAVE THE REQUISITE KNOWLEDGE OF THE FACTS, AND THAT THE ALLEGED CREDITOR PROVIDED ADEQUATE CONSIDERATION AND INCURRED A FINANCIAL LOSS UNDER THE FULL & COMPLETE ORIGINAL AGREEMENT.

General acquiescence, or non-response by CAPITAL ONE to provide the above **REQUIRED** **'Proofs of Claim'** and enclosed affidavit will constitute your agreement and formal acceptance. You will have by your non-response fail to state a claim upon which relief can be granted otherwise shall operate as general acquiescence relative to this presentment/ account. 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 also agree to: reduce the account balance to zero (0.00) dollars; to notify the credit bureaus of the zero account balance in good standing. You agree to waive all defenses and will compensate for all legal fees, administrative fees, expenses, costs plus triple damages. You also agree to compensate $1,000,000.00 per day for every day that this account appears/ reports as derogatory on the consumer credit reports of King Joseph Penson II Estate.

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

You admit by your non-response and failure to bring forth **'Proof of Claim'** along with signed enclosed affidavitin 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 by you, CAPITAL ONE. 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, International Promissory Note or other commercial paper and that you or CAPITAL ONE will accept said 'instrument' as tendered to discharge the debt under necessity in accordance with UCC 3-603 Tender of Payment.

Due to the time sensitive nature of this private matter, under necessity, you are to respond with **'Proof of Claim'** along with signing of the enclosed affidavitwithin 14 days, plus three (3) days grace granted by return service by certified-priority-return-mail to the undersigned's address and to the Third Party's address below.

**This notice also constitutes a Notice to Cease Telephonic Communications.** Non-compliance with this request will violate the **Telephone Consumer Protection Act 47 USC § 227.**

Failure to verify and validate the debt by signing enclosed affidavit confirms that no further action will be taken and an absolute waiver of any right to collect the alleged debt. Furthermore all references to this account must be deleted and completely removed from my credit file and a copy of such deletion request shall be sent to me immediately.

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

Sincerely,

Without Prejudice

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Representative

Secured Party Creditor

For KING JOSEPH PENSON II TRUST©

Third Party Witness Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Add if vehicle

the undersigned to maintains physical possession of automobile with VIN #: , and to provide the original MSO title to undersigned delivered by certified mail.