

Discharging Debt Through Lawful Money A Case Study with Self Lender

By Seeymuur El

Discharging Debt Through Lawful Money: A Case Study with Self Lender

Foreword

This eBook is a testimony and instructional guide on discharging a private debt using lawful money under the authority of Federal Reserve and U.S. Treasury protocols. This account is based on real administrative procedure, with Self Lender as the counterparty.

Introduction

Discharging debt without using Federal Reserve Notes requires an understanding of lawful tender, collateral-based instruments, and how obligations may be offset through lawful notice and collateralization. This document illustrates one such application.

The Process Explained

1. Identification of the account and obligation.
2. Preparation and tender of a discharge instrument invoking lawful money.
3. Submission through certified channels to the financial institution.
4. Invocation of rights to offset through collateral pledging.
5. Non-rebuttal or acceptance by creditor, followed by account closure.

Documented Evidence

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Exhibit A - Notice of Tender

10:01

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18. MISCELLANEOUS:

Update credit agreement

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201

(Rev. 07/01/13)

PROMISSORY NOTE

Borrower: Byron Samuels
9627 Chastain walk dr
Charlotte, NC 28216

Lender: Lead Bank
1801 Main Street
Kansas City, MO 64108

Account Number: *****2054

Principal Amount: \$1,663.00

Interest Rate: 14.87% per annum

Date of Note: March 4, 2022

"Loan" means the consumer installment loan made by Lender to Borrower under this Note and the Truth in Lending Disclosures. "We," "us," "our," and "Lender" refer to Lead Bank, and its successors and assigns. "You," "your," and "Borrower" refer to the borrower(s) identified above. This Note and the Truth in Lending Disclosures form the "Agreement" governing your Loan.

PROMISE TO PAY. You promise to pay to Lender the principal amount of \$1,663.00 plus interest on the outstanding principal balance at the Interest Rate disclosed above until the Loan is paid in full. You agree to make payments on the dates and in the amounts shown in the Payment Schedule in the Truth in Lending Disclosures. You agree to pay an administrative fee of \$9.00, which will be deducted from the loan proceeds, and all other charges provided for under this Agreement. This Note does not constitute a negotiable instrument.

INTEREST. Interest will accrue daily on the unpaid principal balance of this Loan, beginning on the date of this Note. Interest will accrue until you pay the unpaid principal balance in full. Interest is calculated based on a 365-day year. In calculating your payments, Lender has assumed you will make each payment on the day and in the amount due. If any payment is received after the Payment Due Date, you must pay any additional interest that accrues after the Payment Due Date. If any payment is made before a Payment Due Date, the interest due on the scheduled payment will be reduced, and you will owe less interest. The amount of any decrease in interest due will affect the amount of your final payment. If the amount of any payment is not enough to pay the interest due, the unpaid interest will be added to your next payment(s), along with any late fee, and will not be added to the principal balance.

PAYMENTS. Unless otherwise agreed or required by applicable law, payments will be applied to any attorney's fees, legal expenses or other costs, late fees, interest and principal, in the order determined by Lender in its sole discretion. You will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. You agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If you send such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and you will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed, that is sent, even with other conditions, limitations or as full satisfaction of a disputed amount, must be mailed or delivered to: Lead Bank, 1801 Main Street, Kansas City, MO 64108.

PREPAYMENT. You may prepay this Loan in whole or in part at any time without penalty. If you prepay in part, you must still make each later payment according to the Payment Schedule above until this Loan is paid in full. Any amounts you prepay will not continue to accrue interest. If you prepay, you will not be entitled to a refund of the administrative fee.

LATE CHARGE. If a payment is 15 days or more late, you will be charged a **late fee of 4.0%** of the payment amount, but the late charge will not exceed \$50.

INTEREST AFTER DEFAULT. If you do not make each payment in full on its Payment Due Date as agreed, Lender may continue to charge interest on past due amounts at the interest rate set forth above.

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Exhibit A shows the formal notice tendered to Self Lender, asserting the use of lawful money in satisfaction of the debt. This document is foundational in initiating the discharge process.

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Exhibit B - Account Ledger Snapshot

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10:00



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21c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
22. <input type="checkbox"/> SECURED PARTY'S NAME <input type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)					
22a. ORGANIZATION'S NAME		22b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
22c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
23. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME <input type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)					
23a. ORGANIZATION'S NAME		23b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
23c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
24. MISCELLANEOUS:					
Deed of trust					
SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201					

Self.

Accepted
Trust Property

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SELF VISA CREDIT CARD NUMBER *3012

New balance

\$80.00

Minimum payment due

\$80.00

Payment due date

04/13/2024

Late payment warning
If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$15.00.

Minimum payment warning
If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	4 months	\$84.00

If you would like information about credit counseling services, call 1.877.883.0999.

Account notifications
We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Account summary	
Previous balance	\$80.00
Payments	\$0.00
Credits & adjustments	\$0.00
Purchases	\$0.00
Fees charged	\$0.00
Interest charged	\$0.00
New balance	\$80.00
Statement closing date	03/19/2024
Days in billing cycle	31
Past due amount	\$80.00
Expedited payment fees	\$0.00
Credit details	
Credit limit	\$0.00
Available credit	\$0.00
Security deposit	
Security deposit amount	\$0.00

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Exhibit B is a snapshot of the account ledger, displaying payment history and transaction activity prior to the initiation of the discharge request.

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Exhibit C - Certified Mail Receipt

9. Return of Funds

If we determine that you qualify for return of any Funds from the Security Deposit Account, we will return these Funds to you by a method we deem sufficient. If your Account is closed, we will return any excess Funds that remain in the Security Deposit Account after repayment of all Obligations. We generally return these excess Funds within ten days after the end of the second billing period following the time that Funds are initially applied to reduce your Obligations. If we mail a check to you, we will mail it to your mailing address on file with us for the Security Deposit Account. In the event of your death, we will not release Funds on deposit unless all Obligations have been repaid and all legal documents we require are delivered to us.

Exhibit C presents the certified mail receipt used to document proper service of the discharge instrument, creating an evidentiary trail.

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Exhibit D - Confirmation of Delivery

6. Pledge and Grant of Security Interest

You understand that granting us a security interest in the Security Deposit Account (or the CD, to the extent that funds in the CD constitute the Funds that serve as security for your Account) is a necessary condition for opening your Account. Your Account will not be opened until you have either provided us a security interest in the CD or funded the Security Deposit Account. As security for the prompt payment and performance of all your obligations to us arising pursuant to the Account ("Obligations"), you hereby grant a security interest to us in all of your right, title, and interest in the Security Deposit Account, the CD (if any), and any and all

Self Financial Visa® Credit Card Application

Funds, including all proceeds of and additions to the Security Deposit Account, the CD, and the Funds. We may increase or decrease your Account credit line and no such action shall change the fact that the Security Deposit Account, the CD (if any), and the Funds, are held by us as security for the Obligations. You represent that there are no current lawsuits or bankruptcy proceedings that might affect our interest in the Security Deposit Account, the CD, or the Funds. You have not and will not attempt to transfer or offer any interest in the Security Deposit Account or the Funds to any person other than us. You and we acknowledge that subject to our possession of and security interest in the Security Deposit Account and the Funds, you retain beneficial ownership of the Security Deposit Account and the Funds held at the Bank for FDIC insurance purposes.

Exhibit D captures proof of delivery, indicating the recipient received and accepted the submitted instrument without rebuttal.

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Exhibit E - Closure Acknowledgment

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UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Seeymuur Ei Entitlement Holder
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Helen Mucciolo Federal Reserve Bank of New York Attn: Securities/Electronic Payments, 1 st Floor 100 Orchard Stre East Rutherford, NJ 07073

SC SECRETARY OF STATE
240323-0628357 NS
Lapse Date: 03/23/2054
Date: 3/23/2024
Time: 6:28 AM
Page Count: 3 Pg
Debtor Count: 2
Filing Fees: 920.00
Service Fee*: 98.00
SC.GOV:
Total: 928.00
Order ID#: 154951346

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Self Financial Inc			
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 901 E 6th St Suite 400	CITY Austin	STATE TX	POSTAL CODE 78702
			COUNTRY US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME BYRON SAMUELS			
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS 9627 Chastain Walk Dr	CITY Charlotte	STATE NC	POSTAL CODE 28216 5609
			COUNTRY US

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Samuels Tribal Trust			
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 9627 Chastain Walk Dr	CITY Charlotte	STATE NC	POSTAL CODE 28216 5609
			COUNTRY US

4. COLLATERAL: This financing statement covers the following collateral:

I hereby secure party of record claim all rights titles and interest in Coupon Account Number xxxxxxxx3012 Security ID reg mail RF548789970US Amount \$6,000.00 I here by transfer all rights duties and obligations to The debtor to hold possession of the collateral for the secured party's benefit. Pay to the order of the United States treasury and Charge the sum said to the agent Self Financial, Inc. then credit the memory of my account 9822 For full settlement Offset and closure of account.

5. Check only if applicable and check only one box: Collateral is ☒ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☒ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☒ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailor/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

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Exhibit E contains Self Lender's acknowledgement of account closure, a critical step confirming that the debt obligation was extinguished.

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Exhibit F - Supporting Declaration

9. Return of Funds

If we determine that you qualify for return of any Funds from the Security Deposit Account, we will return these Funds to you by a method we deem sufficient. If your Account is closed, we will return any excess Funds that remain in the Security Deposit Account after repayment of all Obligations. We generally return these excess Funds within ten days after the end of the second billing period following the time that Funds are initially applied to reduce your Obligations. If we mail a check to you, we will mail it to your mailing address on file with us for the Security Deposit Account. In the event of your death, we will not release Funds on deposit unless all Obligations have been repaid and all legal documents we require are delivered to us.

Exhibit F is a sworn declaration used to affirm the administrative process and intent behind the discharge, including relevant statutes and authorities.

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Exhibit G - USPS Delivery Confirmation

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Secure, fast & organized email

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Funds held at the Bank for FDIC insurance purposes are secured up to \$250,000. I never went over that amount. I should have been able to use the card up to that amount in fdic insurance seeing Tho as the beneficial owner I was still charged on this account. [12 U.S. Code § 1821 - Insurance Funds] (B) Net amount of insured deposit

The net amount due to any depositor at an insured depository institution shall not exceed the standard maximum deposit insurance amount as determined in accordance with subparagraphs (C), (D), (E) and (F) and paragraph (3).

(C) Aggregation of deposits

For the purpose of determining the net amount due to any

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Exhibit G shows the USPS tracking result with a successful delivery confirmation, reinforcing the claim of notice and service.

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Exhibit H - End of Term Notice

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Thank you for your response I come with clean hands everything states Is Based Upon Conscience and Good faith. It's been an error I would like to point out I still retain beneficial ownership per the agreement 6. Pledge and Grant of Security Interest see exhibit A this means I still enjoy the benefits of ownership in the Security Deposit Account and the Funds held at the Bank for FDIC insurance purposes. Which all the funds have not been released back to me since they are insured inside the deposit account while the rights title and interest are in your name I still hold equitable title and that refers back to why I disputed this debt with the credit bureaus because I shall be given equitable relief the account was never tendered with the

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Exhibit H presents the end-of-term summary from Self Lender, indicating no outstanding balance remains on the account.

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Exhibit I - Transaction Detail

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Rule 10-5 is a Securities and Exchange Commission (SEC) regulation that prohibits securities fraud.

The SEC promulgated Rule 10b-5 under Section 10(b) of the Exchange Act, which authorizes the SEC to regulate securities fraud. The text of the regulation, formally 17 CFR § 240.10b-5, states that "it shall be unlawful for any person . . . (a) [t]o employ any device, scheme, or artifice to defraud, (b) [t]o make any untrue statement of a material fact or to omit to state a material fact . . . or (c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person, in connection with the purchase or sale of any security." When I signed the application/Contract (a security for your service)which is an evidence of indebtedness pursuant [15 USC 77b] I was not told or made aware by you that I gave (transferor) you a security instrument which is a obligation of the United States pursuant to [18 USC 8] Which means I gave you money. Which I have never recieved valuable consideration for that security, the consideration cannot be a minuscule consideration, collectively masking a gift as a contract.Valuable Consideration in contracts means any consideration that sufficiently compensates for the exchange products or services to be considered a binding contract. Many types of fraud are achieved by an entity being paid much more than what they sold. An exchange Where valuable consideration was not given may help prove different crimes especially those involving fraudulent conveyance. I did not receive my dividend

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Exhibit I is a detailed transaction breakdown showing the financial activity culminating in the debt resolution.

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Exhibit J - Final Statement Snapshot

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2023 Form 1041-V

Department of the Treasury
Internal Revenue ServiceGo to www.irs.gov/Form1041V for the latest information.

Any reference in these instructions to "you" means the fiduciary of the estate or trust.

What Is Form 1041-V and Do You Have To Use It?

It is a statement you send with a check or money order for any balance due on line 28 (Tax due) of the estate's or trust's 2023 Form 1041. Using Form 1041-V allows us to process the payment more accurately and efficiently. We strongly encourage you to use Form 1041-V, but there is no penalty if you don't.

You may choose to pay any balance due electronically. If you do, you don't need to send in Form 1041-V. For more information about electronic payment options, go to www.irs.gov/Payments.

How To Fill in Form 1041-V

Line 1. Enter the estate's or trust's employer identification number (EIN) as shown on its return.

Line 2. Enter the amount you are paying by check or money order.

Line 3. Enter the name of the estate or trust.

Line 4. Enter your name and title.

Line 5. Enter your address exactly as shown on the estate's or trust's return. Please print clearly.

How To Prepare the Payment

- Make the check or money order payable to "United States Treasury." Don't send cash.
- Make sure the name of the estate or trust appears on the check or money order.

- Write the estate's or trust's EIN and "2023 Form 1041" on the check or money order.

- To help us process the payment, enter the amount on the right side of the check like this: \$ XXX.XX. Don't use dashes or lines (for example, don't enter "\$ XXX—" or "\$ XXX ^{xx}/₁₀₀").

No Checks of \$100 Million or More Accepted

The IRS can't accept a single check (including a cashier's check) for amounts of \$100,000,000 (\$100 million) or more. If you're sending \$100 million or more by check, you'll need to spread the payments over two or more checks with each check made out for an amount less than \$100 million. The \$100 million or more amount limit **doesn't** apply to other methods of payment (such as electronic payments), so please consider paying by means other than checks.

How To Send in the Estate's or Trust's 2023 Tax Return, Payment, and Form 1041-V

- Detach Form 1041-V along the dotted line.
- Don't staple or otherwise attach the payment or Form 1041-V to the return or to each other. Instead, just put them loose in an envelope.
- Mail the estate's or trust's 2023 tax return, payment, and Form 1041-V to the address shown on the back that applies to you.

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Exhibit J contains the final statement issued post-discharge, offering closure to the administrative record and supporting full settlement.