

This is the AFV process that I am currently doing on my bank account that went into overdraft. Currently it is less than \$300 into the private (negative or left of zero). I've scratched out that figure and entered 5000. The charges were presented on a full page statement, so I generated the coupon by making a mirror image (photocopy) of the statement before I stamped the original with the AFV stamp, but after I scratched out the charge and entered the amount that I authorize the creation of, so it will reflect on the new coupon. Also to be noted is that I absent mindedly put my AFV stamp in a box like this.

**ACCEPTED FOR VALUE
RETURNED FOR VALUE**
Date; 7/7/09 Exemption# F12345678
At\$ 5,000.00 By; Jack Inda Box

(red stamp, blue pen)

I didn't pick up on the box till after the fact, but it might add another dimension as both Winston and Jack have discussed the concept of "anything that is in 4 corners, a box, or brackets really isn't there". However, thus far I haven't received my instrument back yet, so contract law dictates ACCEPTANCE.

Below is a redacted cover letter that I sent to the bank. The red paragraph was used for this case, but was omitted on a different process. Below is the 1099-A as I have submitted it, and the 1099-B as I will submit when they arrive. Since I initiated the process, I've received new offers to pay and abandon my payment already made by an unknowing department of the bank separate from the CFO. The language used in the new offer suggested that the other party didn't have a clue. After the tax forms, will be the CAFV I sent to the unknowing department, and I restructured the agreement I sent to the CFO. The reason I will restructure it was because I changed the terms for a charitable reason and that really isn't anyone's business except God, me and CFO. But if I did not decide to go this route, then this would be the exact language I'd use.

1099-A conveys that the asset "issued" by the "issuer/LENDER" was loaned to the BORROWER, and box 5 conveys that the BORROWER is not liable to pay back the "issue". We presume that our contracts will be honored so we act accordingly.

1099-B conveys that the voluntary conveyance of the "issued asset" is a prepaid barter exchange. Value is tendered for equal exchange of goods and services whatever they may be.

Our record will now reflect by way of a triple witness that we have given value and honor to the private contractual agreement by way of Notary Presentment, 2 or 3 IRS forms issued under the penalties of perjury, and the lack of rebuttal to any of the above facts in the record. So the fact that the issuance of a valuable instrument was tendered, received, and due to the fact that it/they was/were not returned immediately REFUSED FOR CAUSE, they are thus ACCEPTED! So now the parties to the private contract are in full agreement by way of actions, as they speak ever so louder than words, that true value has been exchanged. The only thing left to do now is to fulfill the agreed upon terms of the contract.

Of course the mere fact that we, the box 2 Certificate of Live Birth people have offered to step in on behalf of the MAN OF STRAW, we have just made a "novation" in that we've offered to assume the role of "liable party" to the contract a.k.a. "surety and underwriter". The original parties to the contract do have the right to refuse the novation, however the simple fact that we have already proved by way of "the record" that the CFO has "accepted the novation" by not returning the

instrument that was "issued for value". So now that the MAN OF STRAW has been released from the contract by way of the CoLB/surety novation offer, it is just me and the CFO.

However, the CFO may have another department or agency issue an offer to me in the name of the MAN OF STRAW, as they cannot see me, to abandon my claim on the already existing agreed upon private contract. I can either go in to dishonor and abandon my claim and release the CFO from the obligation to settle, or I can accept the new offer, conditionally, upon they providing me "proof of claim" why I should do that. This part can last indefinitely, and unless one is willing to give them a real run for their money, it may be wise to consider another remedy b/c let's face it, they have way more gas to throw than you or I do.

The key as I see it is to **perfect our "records"** with regards to our process and timing of it all. Get certified copies of everything, keep all green cards safe, and everything in an orderly fashion. I am not totally clear on enforcement strategies, but I do know that getting the IRS CID **corrected filings and/or 3949-A**, Office of the Comptroller of Currency (OCC) **read sec. 46 of the Nation Currency Act**, and American Bankers association (ABA) **read the ABA Policy** involved will be usefull in securing performance on their end. And if they absolutely will not perform, I can see the GSA forms coming in handy to extract the property back

Certified Mail No. 1111 2222 3333 4444 5555

From: Jack Inda: Box
in care of;
JACK INDA BOX
1234 ½ West Butter Street
Scranton, PA. 12345

To: Happy Harry
Chief Financial Officer for;
Benn Security Bank & Trust
000 North Washington Avenue
Scranton, PA. 54321

Subject: Private Acceptance of Contractual Offer

Dear Mr. Harry,

July 7, 2009

Please find enclosed my Acceptance of your presentment in the sum of \$5,000.00, and the coupon generated therefrom. You may process the instruments through my private exemption via your ACH Terminal to settle it, and credit the proceeds therefrom to Checking Account No. 87654321 for the benefit of the account holder JACK INDA BOX, or its agent(s). Also approved for deductions from the proceeds from this transaction is up to \$500.00 for the expenses Benn Security Bank & Trust or its agent(s) should incur to facilitate this transaction. **As soon as three (3) days, but no later than ten (10) days after the date of reception evidenced by the USPS return receipt, Form 1099-A will go out to the proper recipients to evidence this private agreement.**

If you have any questions or concerns with regard to this matter, please forward all private correspondences to me in care of the person named on the account.

I thank you for your time and attention to this matter.

Yours truly,

By: _____
Jack Inda: Box, Agent

8080

VOID CORRECTED

LENDER'S name, street address, city, state, ZIP code, and telephone no. MAN OF STRAW 1234 56TH STREET ATOWN, NJ 12345		OMB No. 1545-0877 2009 Form 1099-A	Acquisition or Abandonment of Secured Property Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the 2009 General Instructions for Forms 1099, 1098, 3921, 3922, 5498, and W-2G.	
LENDER'S federal identification number 111-22-3333	BORROWER'S identification number 11-222222	1 Date of lender's acquisition or knowledge of abandonment DATE OF ISSUE/AFV		2 Balance of principal outstanding \$ AMOUNT ENDORSED
BORROWER'S name ABC COMPANY		3		4 Fair market value of property \$
Street address (including apt. no.) 4321 56TH STREET		5 Was borrower personally liable for repayment of the debt? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
City, state, and ZIP code ATOWN, NJ 12345		6 Description of property VOLUNTARY CONVEYANCE OF ISSUED INSTRUMENT		
Account number (see instructions) ACCOUNT NUMBER APPLICABLE TO THE TRANSACTION				

Form **1099-A**

Cat. No. 14412G

Department of the Treasury - Internal Revenue Service

Do Not Cut or Separate Forms on This Page — Do Not Cut or Separate Forms on This Page

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VOID CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. MAN OF STRAW 1234 56TH STREET ATOWN, NJ 12345		1a Date of sale or exchange DATE ON GREENCARD 2009	OMB No. 1545-0715 Form 1099-B	Proceeds From Broker and Barter Exchange Transactions
PAYER'S federal identification number 111-22-333 (SSN)		1b CUSIP no. LEAVE BLANK	2 Stocks, bonds, etc. Reported to IRS } <input checked="" type="checkbox"/> Gross proceeds <input type="checkbox"/> Gross proceeds less commissions and option premiums	
RECIPIENT'S identification number 11-2222222 (EIN)	3 Bartering AMOUNT OF AFV \$	4 Federal income tax withheld \$	Copy A For Internal Revenue Service Center For Privacy Act and Paperwork Reduction Act Notice, see the 2009 General Instructions for Forms 1099, 1098, 3921, 3922, 5498, and W-2G.	
RECIPIENT'S name CFO OF ABC COMPANY	5 No. of shares exchanged	6 Classes of stock exchanged		
Street address (including apt. no.) 1234 MAIN STREET	7 Description VOLUNTARY CONVEYANCE OF ISSUED INSTRUMENT EXCHANGED FOR PROCEEDS TO BE CREDITED TO ACCOUNT -%10		File with Form 1096.	
City, state, and ZIP code ATOWN, NJ 12345	8 Profit or (loss) realized in 2009 \$	9 Unrealized profit or (loss) on open contracts—12/31/2008 \$		
CORPORATION'S name ABC COMPANY	10 Unrealized profit or (loss) on open contracts—12/31/2009 \$	11 Aggregate profit or (loss) \$		
Account number (see instructions) 112233445566778899	2nd TIN not. <input type="checkbox"/>	12 Check the box if recipient cannot take a loss on their tax return based on the amount in box 2 <input checked="" type="checkbox"/>		

Form **1099-B** Cat. No. 14411V Department of the Treasury - Internal Revenue Service
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Certified Mail No. 1111 2222 3333 4444 5555

FROM: Jack Inda: Box
 Agent and Authorized Representative of;
 JACK INDA BOX
 in care of
 Eazy E Notary
 NOTARY PUBLIC
 1234 Got'chur Back Street
 Youknow, MD. 12345

TO: Patricia Don'tknow
 Deposit Operations
 Benn Security Bank & Trust
 000 North Washington Avenue
 Scranton, PA. 54321

Attention; Patricia Don'tknow

State of Maryland)
) Scilicet
County of The Notary)

“Indeed, no more than (affidavits) is necessary to make the prima facie case.” United States v. Kis, 658 F.2nd, 526, 536 (7th Cir. 1981); Cert Denied, 50 U.S. L.W. 2169; S. Ct. March 22, 1982

RE: CONDITIONAL ACCEPTANCE – REQUEST FOR PROOF OF CLAIM

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT**

Dear Patricia Don’tknow,

July 24, 2009

I am in receipt of a letter **FORMAL NOTICE** addressed to the account holder JACK INDA BOX. As Agent and Authorized Representative thereof, I would first ask you if you have obtained a certified true, correct and complete copy of the record with regard to Checking Account No. 88881111 from Happy Harry CFO/COO/SVP? I will assume that you have not, and suggest that you speak with Happy Harry with regard to this account. If in the future, you feel that you will need a certified copy of the record so as to know the facts, you can request a copy from me, and I will send it to you.

With regard to your new offer, I will Accept it for Value, Conditionally, upon you providing the following proofs of claim to wit;

1. **PROOF OF CLAIM** that you have not received any financial instrument(s) that would settle any obligations or liabilities of the account holder with regard to the above mentioned account.
2. **PROOF OF CLAIM** that Happy Harry has brought a claim to you that he has failed to first bring to me.
3. **PROOF OF CLAIM** that I, on behalf of the account holder have not already settled this account.
4. **PROOF OF CLAIM** that Happy Harry is now subject to the concept of LACHES for failing to first bring an administrative counterclaim to me..

Please provide the requested proofs of claim in the form of an Affidavit, Sworn and Subscribed by an Authorized Representative of Benn Security Bank & Trust within 10 days of receipt of this Conditional Acceptance For Value for Proof of Claim to me in care of the below addressed NOTARY PUBLIC. Failure to provide said proofs of claim will be understood to be your full agreement that no such evidence exists and all related issues have been settled and the account adjusted. Further prosecution of this matter without first providing said Proof of Claim will be construed as an attempt by all agents of Benn Security Bank & Trust both jointly and severely to intentionally cause harm to myself, and the account holder JACK INDA BOX.

You are hereby put on **NOTICE** that any future action(s) with regard to this account will make you subject to a Tort Claim or any other form of lien on property in both your public and private capacity, and any other private administrative remedy available to me.

Sincerely,

Jack Inda: Box
Agent and Authorized Representative of;
JACK INDA BOX

Notary:

Eazy E Notary
NOTARY PUBLIC
1234 Got'chur Back Street
Youknow, MD. 12345
My Commission Expires: 10/XX/2012

Enclosures:

Conditionally Accepted original new offer by Patricia Don'tknow, Benn Security Bank & Trust
Conditional Acceptance – For Proof Of Claim
Affidavit of Notary Presentment

cc. Happy Harry

State of Maryland)
) ss.
County of The Notary)

ACKNOWLEDGEMENT

As a Notary Public for said County and State, I do hereby certify that on this _____ day of
_____ 2009 Michael Joseph: Jeffers_ appeared before me and executed the foregoing. Witness
my hand and seal:

Notary Public
My Commission expires _____

Seal;

Certified Mail No. 5555 4444 3333 2222 1111

FROM: Jack Inda: Box
Agent and Authorized Representative of;
JACK INDA BOX
in care of
Eazy E Notary
NOTARY PUBLIC
1234 Got'chur Back Street
Youknow, MD. 12345

TO: Happy Harry
Chief Financial Officer of;
Benn Security Bank & Trust
000 Washington Avenue
Scranton, PA. 12345

Subject: Consideration of private contract

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT**

Dear Happy Harry,

July 24, 2009

Thank you for Accepting the Financial Instrument valued at \$5,000 that I caused to be sent to you on July 8, 2009. I trust that you will honor this contract, and credit the proceeds to Checking Account 88881111.

There was also sent to the account holder's residence a **FORMAL DEMAND** which I took the liberty to Conditionally Accept for Value, upon Patricia Don'tknow providing the necessary proof of claim. Please find enclosed certified copies to bring your record current. I would also suggest informing the necessary personnel of Benn Security Bank & Trust to cease and desist from all future collection activities. To this point I have demonstrated truth, honesty and good faith with regard to this matter, but if myself or the account holder sustains damages due to malicious prosecution by any agent of Benn Security Bank & Trust, I am hereby putting you on **NOTICE** that any future action(s) with regard to collections of this account will make you subject to a Tort Claim, and any other private administrative remedy available to me.

Please credit the proceeds generated from the transaction of the tendered and **accepted** financial instrument that you are now holder of to Checking Account No. 88881111. Also, have your agent(s) send out a settlement statement with regard to the previous charges to the account, that now reflect the zeroing of said charges, and the credit(s) now on account rendering the account positive and current. Upon your failure to perform to the agreement that my record reflects that we have made within 10 days, I will have no choice but to inform the proper authorities of your dereliction of duties as Agent for Benn Security Bank & Trust.

I trust you will do the honorable thing and give the necessary consideration to this contract.

Sincerely,

Jack Inda: Box
Agent and Authorized Representative of;
JACK INDA BOX

Notary:

Eazy E Notary
NOTARY PUBLIC
1234 Got'chur Back Street
Youknow, MD. 12345
My Commission Expires: 10/XX/2012

Enclosures:

Certified copies of Conditionally Accepted original new offer by Patricia Don'tknow, Benn Security Bank & Trust (1)
Certified copies of Conditional Acceptance – For Proof Of Claim (3)
Affidavit of Notary Presentment (1)



150 North Washington Avenue
 Scranton, PA 18503
 p 570.346.7741
 f 570.969.2743
 pennsecurity.com

ACCOUNT: [REDACTED]

000 00000

[REDACTED]
 MICHAEL JOSEPH JEFFERS
 [REDACTED]
 SCRANTON, PA [REDACTED]

<C> 0 <T> 0
 0

*** FINAL STATEMENT ***

SAVE TIME & MONEY AND PAY YOUR
 BILLS ONLINE FOR FREE!! CALL
 1-800-327-0394 FOR DETAILS TODAY!!

TOTALLY FREE CHECKING ACCOUNT 53033946

DATE	DESCRIPTION	DEBITS	CREDITS	BALANCE
07/09/09	BALANCE LAST STATEMENT			214.67-
07/10/09	service charged in error		12.00	202.67-
07/10/09	OVERDRAFT CHARGE	5.00		207.67-
07/13/09	OVERDRAFT CHARGE	5.00		212.67-
07/14/09	OVERDRAFT CHARGE	5.00		217.67-
07/15/09	OVERDRAFT CHARGE	5.00		222.67-
07/16/09	OVERDRAFT CHARGE	5.00		227.67-
07/17/09	OVERDRAFT CHARGE	5.00		232.67-
07/20/09	OVERDRAFT CHARGE	5.00		237.67-
07/21/09	OVERDRAFT CHARGE	5.00		242.67-
07/22/09	OVERDRAFT CHARGE	5.00		247.67-
07/23/09	OVERDRAFT CHARGE	5.00		252.67-
07/24/09	OVERDRAFT CHARGE	5.00		257.67-
07/27/09	OVERDRAFT CHARGE	5.00		262.67-
07/28/09	OVERDRAFT CHARGE	5.00		267.67-
07/29/09	OVERDRAFT CHARGE	5.00		272.67-
07/30/09	OVERDRAFT CHARGE	5.00		277.67-
07/31/09	OVERDRAFT CHARGE	5.00		282.67-
08/03/09	OVERDRAFT CHARGE	5.00		287.67-
08/04/09	OVERDRAFT CHARGE	5.00		292.67-
08/05/09	charge off and close		7.67	285.00-
08/05/09	charge off and close		120.00	165.00-
08/05/09	charge off and close		165.00	.00
08/05/09	CLOSING WITHDRAWAL	.00		.00
08/06/09	BALANCE THIS STATEMENT00

TOTAL CREDITS (4) 304.67
 TOTAL DEBITS (19) 90.00

*** CONTINUED ***



150 North Washington Avenue
Scranton, PA 18503
p 570.346.7741
f 570.969.2743
pennsecurity.com

ACCOUNT: [REDACTED]

[REDACTED]

MICHAEL JOSEPH JEFFERS

=====

TOTALLY FREE CHECKING ACCOUNT 53033946

=====

- - - - - I N T E R E S T - - - - -

INTEREST PAID 2009: .03

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	120.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	90.00	165.00