September 11, 2023

Kelvin-Dudley: Dudley



AMEREN MISSOURI PO BOX 88068 CHICAGO, IL 60680-1068

# Instructions to Tender Payment Notice to Agent is Notice to Principal Notice to Principal is Notice to Agent

Silence is Acquiescence, Agreement, and Dishonor

NOTICE: This document is not intended to threaten, harass, hinder, or obstruct any lawful operations. It is for the sole purpose of obtaining lawful and legal remedy as is provided by law and tendered with honorable intent.

#### RE: ACCOUNT NUMBER:

To whom it may concern:

Enclosed is payment method sent (i.e.: Money On Account Order number 10001) made out to AMEREN MISSOURI to discharge the above referenced account for full settlement and closure.

The attached Negotiable Instrument was presented under the authority of House Joint Resolution 192, Public Law 73-10, UCC 3-104©, Spencer v. Sterling Bank, 63 Cal Ap. 4th 1055 (1998), Guaranty Trust Co. of NY v. Henwood et al, 307 U.S. 247 (FN3), the within Negotiable Instruments, Vol. Ill (including 2006 Supplement) on the Undersigned's UCC Contract Trust Account. "The entire taxing and monetary systems are hereby placed under the U.C.C." (Uniform Commercial Code) - The Federal Tax Lien Act of 1966.

Please send receipt for discharge to the address above in care of my Notary public/attesting witness within 3 days of deposit.

As everyone should know, lawful money was removed from our economy by congress in 1933 by HJR 192 (House Joint Resolution) and replaced with negotiable instruments. These negotiable instruments are considered as legal tender on the same par and category as Federal Reserve notes. They represent a mortgage on all the homes and personal property of all the American people. This mortgage was placed without proper legal authorization by congress and the Supreme Court required that a remedy had to be given to the American people who were principals and sureties for the national debt. This remedy is to discharge debt for the people who demanded it. We the People were made private bankers according to the law with the authority to issue notes to discharge lawful debts. This must remain in effect until lawful money and the property is returned to. We the People without any encumbrances.

HJR 192: "Now, therefore be it. Resolved by the Senate and House of Representatives of the united States of America in Congress assembled. That (a) every provision contained in or made with respect to any obligation which purports to give the oblige a right to require payment in gold or a <u>particular</u> kind of coin or currency, or in an amount in money of the United States measured thereby, is **declared to be against public policy;** and no such provision shall be contained in or made with respect to any obligation hereafter incurred. Every obligation,

heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any coin or currency which at the time of payment is **legal** tender for public and private debts."

#### LEGAL TENDER DEFINED

Legal tender under the Uniform Commercial Code (U.C.C.), Section 1-201(24) (Official Comment); "the referenced Official Comment notes that the definition of money is not limited to legal tender under the U.C.C.

The test adopted is that of sanction of government, whether by authorization before issue or adoption afterward, which recognizes the circulating medium as a part of the official currency of that government. The narrow view that money is limited to legal tender is rejected."

In light of the holding of Guaranty TrustCompany vs. Henwood. 307 U.S. 247 (1939), a Federal US court of appeals ruled on Title 31 USC 5118. As of October 27th, 1977, legal tender for all discharge of debt is no longer required. That is because legal tender is not in circulation at par with promises to pay credit. Requirement of repayment of debt is against Public Policy, since legal tender was not in circulation]

## they cannot demand payment in any particular form of coin or currency or legal tender and repayment [or payment] need only be made in equivalent kind; A negotiable instrument.

HJR 192, Public Law 73-10 and Title 31 USC 5118 prohibits Banks/creditors from demanding any specific specie of payment. All Banks must process lawful United States currency. Failure to do so is "interference with commerce", a felony under the RICO ACT, 18 USC 1951. If you believe you have a lawful reason to "Dishonor" this negotiable instrument you must return it to the Agent above with lawful reasons) fully stated and cited, sworn under your unlimited liability. Failure to provide lawful reason(s), or to misdirect this instrument, is grounds for a complaint to the FTC under the FDCPA (Fair Debt Collection Practices Act), 15 USC 1692al. It is your duty to honor this instrument for payment, to know, abide by and operate under the law. 18 USC 8 applies. Commercial instruments are legal tender for the payment of debt in accordance with 31 USC 5118 and other statutes/code. Failure to process and credit the intended account will result in a request of the Postal inspector's office [to investigate and audit the account balance

sheet? Optional] and file IRS Form 3949A information referral to the CID (Criminal Investigation Division) of the IRS.

**The UCC** (Uniform Commercial Code) defines a negotiable instrument as an unconditional writing that promises or orders the payment of a fixed amount of money. To be considered negotiable an instrument must meet the requirements stated in Article 3. U.C.C - ARTICLE 3 - NEGOTIABLE INSTRUMENTS § 3-104. NEGOTIABLE INSTRUMENT. (a) "negotiable instrument" means an unconditional promise or order to pay a fixed amount of money.

Failure to accept this Note for deposit and discharge of this debt is lawfully considered theft, fraud, conspiracy, collusion, racketeering, and denial of due process. I believe there is no evidence to the contrary. Otherwise, provide lawful proof of claim by presenting to me lawful document/s that show that you have the lawful authority to dishonor my Note. Failure to provide lawfully documented evidence that is certified lawful, true, and correct by notarized affidavit that is signed under penalties of the law including perjury will be default. Failure to honor this legal tender requires you to; surrender all public hazard bonds, corporate bonds, blanket bonds, insurance policies, CAFR funds, 401-K(s), 801k(s), retirement funds, personal wealth and properties, or any other source of revenue as needed to cure your dishonor in commerce and submit to the authorities for criminal prosecution.

"Checks, drafts, money orders, and bank notes are not lawful money of the United States". State v. Neilon 73, Pac. 3211, 43 Ore. 168

A national bank cannot lend its credit to another by becoming surety, endorser, or guarantor for him, such an act being ultra vires " Merchants Bank v. Baird 160 F. 642

Date

September 11, 2023

Kelvin-Dewan: Dudley

Authorized Representative

2014U.C.C. §1-201(35)

All Rights Reserved

Void where prohibited by law, Public Policy, or statute

Public Corporate Transaction	MONEY ON ACCOUNT ORDER A NEGOTIABLE INSTRUMENT AT PAR	Serial No.
Pay to the order of AMEREN MISSOUR		DATE 09/10/2023
		(Pavee:) \$ **
(Drawee) St. Louis Federal Reserve Bank		DOLLARS
Charged/Drawn on Account #		KELVIN DEWAN DUDLEY
Passed Through EIN Account		1/1 = 0 0 1
Memo Account:	(Drawer)	-
Done in Good Faith		Authorized Signatory VOID WHERE PROHIBITED BY LAW
		VOID WHERE PROHIBITED BY LAW
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	Sum Certain \$ **	
Kelvin-Dewan: Dudley		
	AMEREN MISSOURI	
		St Louis Federal Reserve Bank
AME	REN MISSOURI	Broadway and Locust, 1 Federal Reserve Bank Plaza St Louis, Missouri 63102
	Reference:	
Kelvin-Dewan: Dudley		

MARBLE TOP - 511

Pay by mail: PO Box 88068, Chicago, IL 60680-1068

Pay online or manage your account: AmerenMissouri.com

Customer Service: 1.800.552.7583

### FOCUSED ENERGY. For life.

Account Number **Customer Name** Service Address

KELVIN DUDLEY

Current Detail for Statement 08/31/2023

**Total Electric Charges** 

Additional Charges (» see details pages)

Prior Balance

**Total Amount Due** 



Stay informed about your energy usage anytime. Go to AmerenMissouri.com and create an account. It's simple and free!

AMOUNT DUE



**Due Date** 

09/22/2023

Amount After Due Date



**Previous Statement Total Payments** 

Full Payment Not Received



Your account has a past due amount of \$360.39 and may be subject to disconnection. Please pay the amount required to avoid interruption of service.

Due date applies to current charges only.

Electric Usage History

Electric Usage in Kilowatt Hours (kWh)

Electric Usage Summary (kWh) So far this year, you're using 29.8% more than last 2022

1000 500

OCT

NOV

1500

1250

DEC JAN FEB MAR APR MAY AUG SEP 45°F 35°F 38°F 43°F 449F 56°F 67°F 75°F 80°F 78°F

Average Monthly Temperature (°F)

5.705 kWh

2023 7,405 kWh

Usage from Jan-Sep for 2022 & 2023

» See next page for service details.

Keep this portion for your records.

Please return this portion with your payment.

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Check if you have address changes on back.

**Amount Due Due Date** September 22, 2023 **Delinquent Amount After Due Date Account Number Amount Enclosed \$** 

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02330 1 AV 0.498 5-D 63113 KELVIN DUDLEY

AMEREN MISSOURI

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