

RF 112 176 546 US

AFFIDAVIT OF DISCHARGE AND
LEGAL TENDER ACKNOWLEDGMENT

From: Ali, Adebisi
care of 1901 W Evans St. Unit 5372
Florence, South Carolina 29502

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FEB 27 2024

SC Court of Appeals

To: Clerk of Court of Court of Appeals
1220 Senate Street
Columbia, SC 29201

Case No. 2023-001700

Date: February 27, 2024

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FEB 29 2024

RE: Legal Tender & Discharge: Not for Public Record

SC Court of Appeals

I, Ali, Adebisi, hereinafter referred to as Affiant, hereby certify and declare under penalty of perjury on the unlimited commercial liability of Affiant, on and for the public record, that the following facts are true, and correct to the best of the Affiants personal knowledge, understanding and belief.

Affiant declares that:

- Affiant is of the age of majority, of sound mind and competent to testify.
- Affiant is domiciled in the nation/state South Carolina Republic, a member republic of the Union established by the articles of confederation and later perfected by the addition of the Constitution of the United States.
- Affiant is aware and knows that the U.S. Bankruptcy is verified in Senate Report No. 93-549 93rd Congress, 1st Session (1973), "Summary of Emergency Power Statutes," Executive Orders 6073, 6102, 6111 and by Executive Order 6260 on March 9, 1933, under the "Trading with The Enemy Act" (Sixty-Fifth Congress, Session I, Chapters 105, 106, October 6, 1917), and as a further codified at 12 U.S.C.A. 95(a) and (b) as amended.
- Affiant is aware and knows that any transaction to discharge debt liability is in accordance and compliance with UCC 3-104; Title IV, Sec 401(FRA); USC Title 12; USC Title 28, §§ 1631, 3002; and the Foreign Sovereign Immunity Act under necessity, in light of the fact that the several States are in violation of Article I, Section X of the U.S. Constitution.

- Affiant is aware and knows that any documents transmitted on behalf of the Debtor to discharge debt liability on behalf of the Debtor are in full accord with HJR-192 (June 5, 1933), Public Law 73-10, UCC 3-419, 1-104 and 10-104.
- Affiant is aware and knows that Affiant is “Holder in Due Course” of the account/ case no. 2023-001700.
- Affiant is aware and knows that the undersigned Affiant has been estopped from using and has no access to ‘lawful constitutional money of exchange’ (See U.S. Constitution – Art. I § X) to ‘PAY DEBTS AT LAW,’ and pursuant to HJR-192, can only discharge fines, fees, debts, and judgments ‘dollar for dollar’ via commercial paper or upon Affiant’s exemption.
- Affiant is aware and knows that 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 the government. The narrow view that money is limited to legal tender is rejected.”
- Affiant is aware and knows that the Federal Reserve Bank of Chicago in its booklet: MODERN MONEY MECHANICS page 3, states: “In the United States neither paper currency [e.g., Federal Reserve Notes] nor deposits have value as commodities. Intrinsically, a dollar bill is just a piece of paper, deposits merely book entries.” The acceptance of said “currency” is merely a “confidence” game predicated upon the people’s faith or “confidence” that these currencies/instruments can be exchanged/accepted for goods and services.
- Affiant relies upon and is aware and knows that the “giving a (Federal Reserve) note does not constitute payment.” See *Echart v Commissioners C.C.A.*, 42 Fd2d 158.
- Affiant is aware and knows that the use of a (federal reserve) ‘Note’ is only a promise to pay. See *Fidelity Savings v Grimes*, 131 P2d 894.
- Affiant is aware and knows that legal tender (Federal Reserve) Notes are not good and lawful money of the United States. See *Rains v State*, 226 S.W. 189.
- Affiant is aware and knows that (federal reserve) ‘Notes do not operate as payment in the absences of an agreement that they shall constitute payment.’ See *Blachshear Mfg. Co. v Harrell*, 2 S.E. 2d 766.

- Affiant is aware and knows that Federal Reserve Notes are valueless. See IRS Codes Section 1.1001-1 (4657) C.C.H.).

- Affiant is aware and knows that in light of the holding of Fidelity Bank Guarantee vs. Henwood, 307 U.S. 847 (1939), and taking notice of ... "As of October 27, 1977, legal tender for discharge of debt is no longer required. That is because legal tender is not in circulation at par with promises to pay credit. There can be no requirement of repayment in legal tender either, since legal tender was not loaned [nor in circulation] and repayment [or payment] need only be made in equivalent kind; A negotiable instrument."

- Affiant is aware and knows that the various and numerous references to Case Law, Legislative History, State and Federal Statutes/Codes, Federal Reserve Bank Publications, Supreme Court decisions, the Uniform Commercial Code, U.S. organic Constitution, State Constitutions, and general recognized maxims of Law as cited herein and throughout, establish the following:

- That the U.S. federal government did totally and completely debase the organic lawful constitutional coin of the several states of the Union and of the United States; and

- That the federal government and the several united States have, and continue to, breach the express mandates of Article I, §§ 8 & 10 of the federal Constitution regarding the minting and circulation of lawful coin; and

- Excessive bail shall not be required, nor shall excessive fines be imposed, nor shall cruel, nor corporal, nor unusual punishment be inflicted, nor shall witnesses be unreasonably detained. (1970 (56) 2684; 1971 (57) 315; 1998 Act No. 259)...Article 1 § 15, South Carolina Declaration of Rights.

- That the lawful coin (i.e. organic medium of exchange) and the former ability to PAY debts – has been replaced with fiat, paper currency, with the limited capacity to only DISCHARGE debts; and

- That the Congress of the United States did legislate and provide the American people a remedy/means to discharge all debts "dollar for dollar" via HJR 192 – due to the declared Bankruptcy of the Corporate United States via the abolishment of constitutional coin and currency; and

- That the corporate United States, the several states of the Union, intergovernmental organizations, and other nations of the world recognize this current, circulating medium of exchange as commercial paper/instruments, negotiable or non-negotiable,

the same being accepted as legal tender or money, etc., as set forth in the Uniform Commercial Code; and • That the Affiant's acceptance of any monetary/debt presentment and/or demand for payment as presented by any person, natural or corporate, can be returned for discharge, the same constituting the negotiable instrument so bearing the exemption of the Affiant upon any said monetary/debt presentment and/or demand for payment as a non-cash accrual item is but another form of legal tender, money, currency emanating from the Creditor.

- Affiant is aware and knows that pursuant to 'State and Federal' TENDER OF PAYMENT statutes; Whatever is tendered as payment, whether property, money or an instrument, if accepted, the debt is discharged."
- Affiant is aware and knows that the United States has a treaty with the Universal Postal Union (UPU) in Bern Switzerland.
- Affiant is aware and knows that the terms and conditions of said treaty must be followed by all who choose to use the United States Postal Service for all mailings.
- Affiant is aware and knows that all complaints of mail fraud can be handled through the UPU.
- Affiant is aware and knows that in the event of any opposition to this "Affidavit of Ali, Adebisi" the opposition must be done by rebutting each and every point, point by point and making said rebuttal public record.
- Affiant has nothing further to state at this time.
- Affiant testifies that Affiant has in fact Tendered a Payment by way of Negotiable Instrument which was rejected by the clerks assistant on February 27, in court #2023-001700 for "full Satisfaction of all claims." Regarding filing fees for letters dated February 21, 2024. RE: Initial Brief & Designation of Matter; Motion to amend.
- If this acquisitioning mechanism is denied for any reason, denying Ali, Adebisi his right to draw upon his claim and interest in the Gold held by the Treasury of the United States of America and his deficiency payment caused by the WAR AND EMERGENCY ACT (Executive Order(s) 2039 and 2040), under public policy (private law) of the 'New Deal' Cheap Food Policy (and others), then this act will be in direct violation of the Constitution for the united States of America, seventeen-hundred and eighty-seven, because involuntary servitude has been abolished, and the undersigned, pursuant to his First Amendment Right, one of those Rights public servants are obligated to protect, to not be compelled to be a part of a corporation, church, communistic State or to make self-sacrifice to a false god.

• This form of acquisition, secured by Accounts receivable (on Deposit with the Treasury) for non-payment by the United States Treasury, and for the purpose of discharging payment in like kind, debt-for-debt, which is the only means by which Ali, Adebisi here has of discharging the debt placed on him by the UNITED STATES (and 'its' subsidiaries).

Under Penalty and Perjury, I affirm that in accordance with the best of Affiant's firsthand knowledge and conviction the foregoing is true, correct, and not misleading.

The same under asseveration

By: Ali, Adebisi
Charl F. Wilson
Witness

Cloud Friendly
Witness

STATE OF SOUTH CAROLINA
COUNTY OF COLUMBIA

JURAT

Ali, Adebisi appeared to me on February 27, 2024 to testify to the statements in the above affidavit and to attach signature(s) to this instrument.

Notary Public signs [Signature]

Notary Public for the State of South Carolina,

My commission expires 12/28/2028

SARAH CAMERON
Notary Public, State of South Carolina
My Commission Expires 12/28/2028

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FEB 27 2024

SC Court of Appeals



Money Order



FBARX
FX24-00093498

RF 11217654605

The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

February 21, 2024

Ali Adebisi
1901 W. Evans Street
Unit 5372
Florence SC 29502

Pay to the Order of: The United States Treasury
Charge the same to: CHARLES RAY THOMAS II
Credit to: South Carolina Court of Appeals
Amount: fifty dollars $\frac{00}{100}$
Without Recourse
By: Ali, Adebisi

Re: Ali Adebisi v. Lakeview Loan Servicing
Appellate Case No. 2023-001700

Dear Mr. Adebisi:

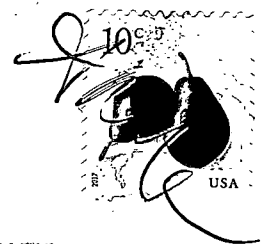
Upon reviewing your motion to amend, the following deficiency has been noted under the South Carolina Appellate Court Rules (SCACR), and any deficiency must be corrected within ten (10) days of the date of this letter or your filing will not be considered:

- The required filing fee has not been submitted. The correct filing fee is \$50.00.

For presentation to the United States Treasury,
for redemption or in exchange for securities
of a new issue, in accordance
with written instructions submitted by

Catherine Harrison, deputy

CLERK



cc: Chad Wilson Burgess, Esquire
D. Malloy McEachin, Jr., Esquire

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SC Court of Appeals

Money Order



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The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

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February 21, 2024

Ali Adebisi
1901 W. Evans Street
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Florence SC 29502

Pay to the Order of: The United States Treasury
Charge the Same to: CHARLES RAQ THOMAS II
Credit to: South Carolina Court of Appeals
Amount: fifty dollars $\frac{00}{100}$
without Recourse
By: Ali, Adebisi

Re: Ali Adebisi v. Lakeview Loan Servicing
Appellate Case No. 2023-001700

Dear Mr. Adebisi:

Upon reviewing your motion to allow the late filing of the appellant's initial brief and designation of matter, the following deficiency has been noted under the South Carolina Appellate Court Rules (SCACR), and any deficiency must be corrected within ten (10) days of the date of this letter or your filing will not be considered:

- The required filing fee has not been submitted. The correct filing fee is \$50.00.

For presentation to the United States Treasury,
for redemption or in exchange for securities
of a new issue, in accordance
with written instructions submitted by

Very truly yours,
Catherine S. Harrison, deputy

CLERK



cc: Chad Wilson Burgess, Esquire
D. Malloy McEachin, Jr., Esquire

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SC Court of Appeals

Adebiyi, Ali
c/o 1901 W Evans St
Unit 5372
Florence, South Carolina 29502

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South Carolina Court of Appeals
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