HOW TO EXTRICATE YOURSELF FROM DEBT SLAVERY by Ronald J. Adams, CPA, CVA, ABV, CBA, CFF, BCA, CGMA, FVS

As you watched the NFL play-offs games on television lately, you notice immediately there are currently hundreds of adds advertising debt counseling services, and debt reduction/ re-negotiation, and in some rare cases debt elimination services.

You might have asked yourself, as I did, **"What in the world is going on with the American economy?"** Why are so many American families suffering financially?

It seems that Americans are swimming in debt, and the naked truth is, **THEY ARE**!

Many Americans have not filed Federal and State income tax returns for several years in some cases! Many Americans had tax liens placed on their property, and others have had their bank accounts "swiped & cleaned-out" by the taxing authorities. Many have been assessed fines, penalties, and are being hit with 18.0% interest on delinquent tax assessments.

Some people have even had tax liens placed on their passports, and are now unable to leave the Country until they settle with the tax regulators & enforcers.

Personal bankruptcies have sky-rocked in America. The bankruptcy attorneys are very busy. One half of all Court cases are now home foreclosure cases, and "debt collection" cases.

It seems that Americans are suffering from way, way too much debt!

A Debt Based Economics System

The American economy grows only if more people borrow more money!

Banks get to charge ever increasing interest rates on borrowers. It is a vicious, endless cycle! It is a bankers' dream situation!

It is clearly a debt based economic system which is doomed to fail!

The problem with this type of system is that the interest expense charged by the banks is not circulating in the economic system. This money is not available in the economy to be paid back to the banks, therefore, your only recourse is to sell property if you have it, take the proceeds from the sale of the property, and repay the loan plus interest to the banks, work three jobs to accomplish the same, or declare bankruptcy. If the interest rate on debt is 7.0%, automatically 7.0% of the borrowers will go bankrupt! It is simple mathematics.

<u>How Did We Arrive in this Predicament?</u>

Here are some effects of the predicament:

1. Salaries & wages have essentially remained static over the last twenty (20) years,
2. The costs of goods & services are increasing annually,
3. Food, insurance premiums, specifically healthcare insurance premiums, and casualty insurance premiums all have increased above and beyond inflation,
4. Auto gasoline, heating fuel, ever increasing real estate taxes, excise taxes, along with ever increasing payroll taxes,
5. Social security payroll taxes have increased, along with ever-increasing state and Federal payroll taxes, electric utility and natural heating gas/ and heating oil costs,
6. College education costs have sky-rocked, essentially carving out the low and middle-class students from attending private colleges and universities, their seats being filled by the children of well to do foreigners,
7. Doctors, dental & hospital costs, and prescriptions drugs all have sky-rocketed, etc., some dentists realizing this situation are placing patients on financing plans to finance what dental insurance does not cover,
8. So called middle income people are unable to deduct actual interest expense, real estate tax, and state income tax expense on their Federal and state income tax returns, they are now capped at $10,000; any amount in excess of $10,000 is non-deductible, the result being that annual tax liability automatically goes up dramatically, if not astronomically!

I don't recall voting for this!

<u>Outsourced High Paying Mid-West Manufacturing Jobs</u>

The once high paying mid-west manufacturing jobs have been outsourced to China; IT services have gone to India, and customer call centers have gone to the Philippines, as well as American prisons (American prisons are actually owned by **for profit** corporations); and Viet Nam; and the Midwest, and Central States in America have been for the most part "gutted" as a direct result of the above! Even Democratic presidential candidate Michael Bloomberg, former mayor of New York, was caught utilizing American prison inmates in call centers to get out the vote on his behalf.

The Impact of the North American Free Trade Agreement (NAFTA) on The American Economy

This all happened thanks to the North American Free Trade Alliance (NAFTA), and all of the other free trade treaties that the United States, Inc. entered into during the last thirty (30) years, during the **Clinton, Bush and Obama Administrations**. America has been looted since the advent of the Federal Reserve Act of 1913, and continues to be looted by foreign money interests!

The Result: Main Street America, and the working middle class have been decimated, and our low-income people, and our elderly have been destroyed financially! You all know how much interest you receive on your savings account at your local bank!

The elderly gentleman in the bagging area of the grocery check out area, at your local grocery store is probably north of 70 years old! He has to make ends meet as well.

When you step back and examine this situation, and you begin to do your homework and your own research, you quickly realize that all debt comes into existence through a live, sentient, human-being inscribing **their signature** onto a credit card receipt, a promissory note for a home mortgage, a promissory note for an auto loan, a promissory note for a college loan, or a promissory note for a small business loan (SBA), etc. Believe it or not, we humans create the funds by creating negotiable instruments. Google U.C.C. Article 3, Section 104 – Negotiable Instruments at the Cornell University – Law School web-site. A promissory note is promise to pay sometime in the future, of course there is no real money in the economy any longer, as fiat debt paper is mostly in the form of negotiable instruments (checks, bank drafts, promissory notes, etc.).

Here is a summary of fiat debt in the United States:

1. U.S. National Debt $20.70 Trillion
2. Household Debt: $41.04 Billion
3. Mortgage Debt: $31.57 Billion
4. Consumer Debt: $17.36 Billion
5. **Credit Card Debt: $14.207 Billion**
6. Debt per Capita: $82,000

7. Debt per Taxpayer: $**205,000**

<u>Salaries & Wages and Impact</u>

Essentially, while income and wages have stagnated over the last 30 years, people have survived by making ends meet by maxing out using their credit cards, which typically charge an interest rate of 25-35% , applying for government subsidies & assistance, seeking welfare payments, the elderly utilize social security payments, social security disability, and the poor use food stamps, state welfare, and not-for profit food pantries.

<u>A Strategy to Deal With This Expanding Debt Situation</u>

A Proactive Approach is to ATTACK the Debt Directly!

How do you do this you may ask?

Since the 2008, orchestrated Wall Street financial meltdown, Foxboro Consulting Group, Inc. has developed strategies & tools to accomplish exactly that, utilizing the Uniform Commercial Code, the Truth in Lending Act (TILA), and the Fair Debt Collection Practices Act (FDCPA).

FOXBORO CONSULTING GROUP, INC.'S - ADMINISTRATIVE PROCEDURE ADVISORY SERVICES

Our Administrative Procedure Advisory Services include preparation and initiation of the following 14 – steps:

1. Qualified Written Request ("**QWR**") – under the Fair Debt Collection Practices Act (FDCPA). Pursuant of U.C.C. - ARTICLE 3 -§ection 3-501 (b) 2 (1), you are entitled to demand presentation of the negotiable instrument. See Note:1 at the end of this letter (page 5).

2. Debt Validation/ Verification Letter - under the **Fair Debt Collection Practices Act** ("**FDCPA"**). In addition, under the **Truth in Lending Act** ("**TILA**") pursuant to *15 USC §§ 1601-1667f* (**full disclosure**), you have a right to know who the true party of interest in this transaction. As such, we will ask the debt collector to stipulate whether the debt collector is the "**holder in due course**" for your promissory note. If the debt collector is not the holder, then they admit to being the loan "**Servicer**", and not the "**Lender**" of this obligation, and to identify the "**holder in due course**".

3. File delinquent tax returns for missing years, Federal and state returns to achieve compliance; and then have the State revenue departments, and the Internal Revenue Service (IRS) verify & validate the alleged debt, and settle outstanding tax assessments pursuant to the Truth in Lending Act of the United States Code, Title 15 § 1601 et. seq. and the Fair Debt Collection Practices Act laws of the United States Code § 1692 et. seq.
4. Respondent's Private International, Administrative Remedy Demand – No. WS- 10162018-NJ.
5. Notice of Written Communication/ Security Agreement.
6. Tender of Payment and Notice of Reservation of Right for Initiating a Counterclaim and for the Filing Claim Against Official Bond.
7. Offer of Performance (you will need to have two (2) individuals to witness with their signatures on this document).
8. Develop Copyright Fee Schedule.
9. U.C.C. 1 – Financing Statement Filing(s) – Secretary of State of [**State Name**] – Copyright Notice, and Security Agreement (2 separate filings).
10. Develop Certified Promissory Note in accordance with U.C.C. Section 3 – 104 (e) – Negotiable Instruments.
11. Mortgage Loan Servicer's Disclosure Statement, with Jurat notarization statement.
12. Certification of Non-Response.
13. Verification of Tender of Payment and Notice of Reservation of Right for Initiating Counterclaim and for Filing Claim Against Bond - Introductory Certification, Plain Statement of Facts, Verification & Certification (you will need to have two (2) people to witness with their signatures on the document – usually the same individuals, as detailed in item 6 above).
14. Provide follow-up correspondence with debt collection companies for a four (4) to six (6) month time period.

Your Current Situation

If you find yourself in a similar situation, where you are fearful of debt collectors attempting to collect a debt, tax regulators making threats to confiscate bank accounts and place liens on your property, and you shutter each time the phone rings, and if you are living in a constant, unrelenting state of stress & fear; give us a call, and obtain useful information at a minimum, as well as assistance to extricate yourself from these untenable circumstances.

I tell all my clients about the "**Warrior's Prayer**" which is as follows:

"I am a steel peg, pounded into the frozen ground, and my enemies & adversaries will break on me!"

Empower Yourself & Take Action

The first step of empowerment is to pick up the phone and call us, information is power, information & power gives you the confidence & strength to take a pro-active stance, and get your life back; reduce your financial distress, and get back on the road to happiness and peace of mind!!

Don't allow yourself and your family to be bullied, bull-dozed, or railroaded.

Remember who you are!!

Do not consider Bankruptcy, you are not there yet!! Foxboro Consulting Group, Inc. will fight the "Good Battle", right along-side of you, and your family every inch of the way!

Remember, the last person to leave the battlefield is always the victor!

Contact: Ronald J. Adams, CPA, CVA, ABV, CBA, BCA, CFF, FVS, BCA, CGMA at: Office (774) 719-2236 or Mobile : (508) 878-8390, or email at: adams.r@foxboro-consulting.com

Footnote 1: **Uniform Commercial Code (U.C.C.) Section 3 -501 – Presentment.**

(a) "Presentment" means a demand made by or on behalf of a person entitled to enforce an instrument (i) to pay the instrument made to the drawee or a party obliged to pay the instrument or, in the case of a note or accepted draft payable at a bank, to the bank, or (ii) to accept a draft made to the drawee.

(b) The following rules are subject to Article 4, agreement of the parties, and clearing-house rules and the like:

> (1) **Presentment may be made at the place of payment of the instrument and must be made at the place of payment if the instrument is payable at a bank in the United States; may be made by any commercially reasonable means, including an oral, written, or electronic communication; is effective when the demand for payment or acceptance is received by the person to whom presentment is made; and is effective if made to any one of two or more makers, acceptors, drawees, or other payors.**
>
> (2) Upon demand of the person to whom presentment is made, the person making presentment must (i) exhibit the instrument, (ii) give reasonable identification and, if presentment is made on behalf of another person, reasonable evidence of authority to do so, and (iii) sign a receipt on the instrument for any payment made or surrender the instrument if full payment is made.
>
> (3) Without dishonoring the instrument, the party to whom presentment is made may (i) return the instrument for lack of a necessary indorsement, or (ii) refuse payment or acceptance for failure of the presentment to comply with the terms of the instrument, an agreement of the parties, or other applicable law or rule.
>
> (4) The party to whom presentment is made may treat presentment as occurring on the next business day after the day of presentment if the party to whom presentment is made has established a cut-off hour not earlier than 2 p.m. for the receipt and processing of instruments presented for payment or acceptance and presentment is made after the cut-off hour.

Black's Law Dictionary

Discharge: The opposite of charge; hence to release ; liberate; annul; unburden; dis-incumber. In the law of contracts. To cancel or unloose the obligation of a contract; to make an agreement or contract null and inoperative. As a noun, the word means the act or instrument by which the binding force.

Uniform Commercial Code (U.C.C.) §ection 3-601. DISCHARGE AND EFFECT OF DISCHARGE.

(a) The obligation of a party to pay the instrument is discharged as stated in this Article or by an act or agreement with the party which would discharge an obligation to pay money under a simple contract.

(b) Discharge of the obligation of a party is not effective against a person acquiring rights of a holder in due course of the instrument without notice of the discharge.

Source Material – The Truth in Money Book by Theodore R. Thoren & Richard F. Warner – December 1986

Foxboro Consulting Group, Inc. – Business Valuation & Financial Advisory Services, 16 Wall Street - P.O. Box 141, Foxboro, MA 02035

Contact: Ronald J. Adams, CPA, CVA, ABV, CBA, BCA, CFF, FVS, CGMA at: Office (774) 719-2236 or Mobile : (508) 878-8390, or E-mail at: adams.r@foxboro-consulting.com