PAY defined: To discharge a debt by tender of payment due; to deliver to a creditor the value of a debt, either in money or in goods, for his acceptance. U.C.C. §§ 2-511, 3-604. To compensate for goods, services or labor. See also Discharge; Payment. Black’s Law Dictionary Sixth Edition (page 1128)

PAYMENT defined: The fulfillment of a promise, or the performance of an agreement. A discharge of an obligation or debt, and part payment, if accepted, is a discharge pro tanto. In a more restricted legal sense payment is the performance of a duty, promise, or obligation, or discharge of a debt or liability, by the delivery of money or other value by a debtor to a creditor, where the money or other valuable thing is tendered and accepted as extinguishing debt or obligation in whole or in part. Also the money or other thing so delivered U.C.C. §§ 2-511, 3-604. Payment is a delivery of money or its equivalent in either specific property or services by one person from whom it is due to another person to whom it is due. Sizemore v. E.T. Barwick Industries, Inc., 225 Tenn. 226, 465 S.W.2d 873, 875. A discharge in money or its equivalent of an obligation or debt owing by one person to another, and is made by debtor's delivery to creditor of money or some other valuable thing, and creditor's receipt thereof, for purpose of extinguishing debt. Allmon v. Allmon, Mo.App., 306 S.W.2d 651, 655. Under Internal Revenue Code provision allowing deduction for charitable contribution of which payment is made within taxable year, "payment" need not be in money, but subject matter must have been placed beyond dominion and control of donor. Pauley v. U. S., C.A.CaL, 459 F.2d 624, 626. The execution and delivery of negotiable papers is not payment unless it is accepted by the parties in that sense. U.C.C. § 3-410. See also Compulsory payment; Conditional payment; Constructive payment; Down payment; Final payment; Guaranty of payment; Installment credit; Installment loan; Installment sale; Involuntary payment; Liquidation; Lumpsum payment; Pay. Black’s Law Dictionary Sixth Edition (page 1129)

PAYABLE defined: Capable of being paid; suitable to be paid; admitting or demanding payment; justly due; legally enforceable. A sum of money is said to be payable when a person is under an obligation to pay it. Payable may therefore signify an obligation to pay at a future time, but, when used without qualification, term normally means that the debt is payable at once, as opposed to "owing." Black’s Law Dictionary Sixth Edition (page 1128)

PAYABLE AFTER SIGHT defined: Means that instrument is payable after acceptance of bill or protest for nonacceptance. Black’s Law Dictionary Sixth Edition (page 1128)

PAYABLE ON DEMAND defined: Instruments payable on demand include those payable at sight or on presentation and those in which no time for payment is stated. § 3-108. U.C.C. Black’s Law Dictionary Sixth Edition (page 1128)

PAYABLES PAYABLE TO BEARER defined: A negotiable instrument is payable to bearer when by its terms it is payable to (a) bearer or the order of bearer; or (b) a specified person or bearer; or (c) "cash" or the order of "cash," or any other indication which does not purport to designate a specific payee. U.C.C. § 3-111. See also Negotiation. Black’s Law Dictionary Sixth Edition (page 1128)
PAYABLE TO ORDER defined: A negotiable instrument is payable to order when by its terms it is payable to the order or assigns of any person therein specified with reasonable certainty, or to him or his order, or when it is conspicuously designated on its face as "exchange" or the like and names a payee. U.C.C. § 3-110. See also Negotiation. Black’s Law Dictionary Sixth Edition (page 1128)

PAY ANY BANK defined: After an item has been indorsed with the words "pay any bank" or the like, only a bank may acquire the rights of a holder: (a) until the item has been returned to the customer initiating collection; or (b) until the item has been specially indorsed by a bank to a person who is not a bank. U.C.C. § 4-201(2). Black’s Law Dictionary Sixth Edition (page 1128)

PAYEE defined: The person in whose favor a bill of exchange, promissory note, or check is made or drawn; the person to whom or to whose order a bill, note, or check is made payable; the person to whom an instrument is payable upon issuance. The entity to whom a cash payment is made or who will receive the stated amount of money on a check. One to whom money is paid or is to be paid. See Draft; Fictitious payee. Black’s Law Dictionary Sixth Edition (page 1129)

PAYER OR PAYOR defined: One who pays, or who is to make a payment; particularly the person who is to make payment of a check, bill or note. Correlative to "payee." Black’s Law Dictionary Sixth Edition (page 1129)

DELIVERY defined: The act by which the res or substance thereof is placed within the actual or constructive possession or control of another. Poor v. American Locomotive Co., C.C.A.Ill., 67 F.2d 626, 630. What constitutes delivery depends largely on the intent of the parties. It is not necessary that delivery should be by manual transfer, Jones v. Young, Tex.Civ.App., 539 S.W.2d 901, 904; e.g. "deliver" includes mail. Rev. Model Bus. Corp. Act, § 1.40. See also Drop shipment delivery; Misdelivery.

ABSOLUTE AND CONDITIONAL An absolute delivery, as distinguished from conditional delivery or delivery in escrow, is one which is complete upon the actual transfer of the instrument from the possession of the grantor. A conditional delivery is one which passes the thing subject to delivery from the possession of the grantor, but is not to be completed by possession of the grantee, or a third person as his agent, until the happening of a specified event. One of the exceptions to parol evidence rule which permits introduction of evidence to the effect that document was delivered on condition that something be done and it is understood that document does not become operative until such action be taken.

ACTUAL AND CONSTRUCTIVE Actual delivery consists in the giving real possession to the vendee or his servants or special agents who are identified with him in law and represent him. It is a formal immediate transfer of the property to the vendee. Constructive delivery is a general term, comprehending all those acts which, although not truly conferring a real possession of the thing sold on the vendee, have been held, by construction of law, equivalent to acts of real delivery. A constructive delivery of personality takes place when the goods are set
apart and notice given to the person to whom they are to be delivered, or when, without actual transfer of the goods or their symbol, the conduct of the parties is such as to be inconsistent with any other supposition than that there has been a change in the nature of the holding. "Constructive delivery" is a term comprehending all those acts which, although not truly conferring a real possession of the vendee, have been held by construction of law equivalent to acts of real delivery. Lakeview Gardens, Inc. v. State ex reI. Schneider, Kan., 557 P.2d 1286, 1290. See also Symbolical delivery, below.

COMMERCIAL LAW Delivery with respect to instruments, documents of title, chattel paper or securities means voluntary transfer of possession. U.C.C. § 1-201(14). The act by which seller parts with possession and buyer acquires possession. Delivery occurs whenever seller does everything necessary to put goods completely and unconditionally at buyer's disposal. Crowder v. Aurora Co-op. Elevator Co., 223 Neb. 704, 393 N.W.2d 250, 256.

CONDITIONAL DELIVERY Issuance of an instrument with the understanding that the instrument is ineffective, that is, the maker or drawer is not liable thereon, unless and until a specified event, i.e., a condition precedent, occurs.

DEED The final and absolute transfer of a deed, properly executed, to the grantee, or to some person for his use, in such manner that it cannot be recalled by the grantor. Controlling factor in determining if there has been delivery of a deed is the intention of the grantor; to constitute "delivery" the deed must be placed in the hands of the grantee or within his control, with the intention that it is to become presently operative as a conveyance. Jones v. Young, 539 S.W.2d 901, 904. Black's Law Dictionary Sixth Edition (page 428, 429)

ACCEPT defined: To receive with approval or satisfaction; to receive with intent to retain. Morris v. State, 102 Ark. 513, 145 S.W. 213, 214. Admit and agree to; accede to or consent to; receive with approval; adopt; agree to. Rocha v. Hulen, 6 Cal.App.2d 245, 44 P.2d 478, 482, 483. Means something more than to receive, meaning to adopt, to agree to carry out provisions, to keep and retain. In the capacity of drawee of a bill, means to recognize the draft, and engage to pay it when due. See Acceptance. Black's Law Dictionary Sixth Edition (page 12)

ACCEPTANCE defined: The taking and receiving of anything in good part, and as it were a tacit agreement to a preceding act, which might have been defeated or avoided if such acceptance had not been made. The act of a person to whom a thing is offered or tendered by another, whereby he receives the thing with the intention of retaining it, such intention being evidenced by a sufficient act. Aetna Inv. Corporation v. Chandler Landscape & Floral Co., 227 Mo.App. 17, 50 S.W.2d 195, 197. The exercise of power conferred by an offer by performance of some act. In re Larney's Estate, 148 Misc. 871, 266 N.Y.S. 564.

COMMERCIAL PAPER Acceptance is the drawee's signed engagement to honor the draft as presented. It must be written on the draft, and may consist of his signature alone. It becomes operative when completed by delivery or notification. U.C.C. § 3-410. Certification of a check is acceptance. U.C.C. § 3-411. A draft may be accepted although it has not been signed by the drawer or is otherwise incomplete or is overdue or
has been dishonored. U.C.C. § 3-410(2). See also Acceptor; Banker's acceptance; Honor. Contracts. Compliance by offeree with terms and conditions of offer constitute an "acceptance." Davis & Clinton v. C. I. T. Corporation, 190 S.C. 151, 2 S.E.2d 382, 383. A manifestation of assent to terms thereof made by offeree in a manner-invited or required by offer. K-Line Builders, Inc. v. First Federal Sa. & Loan Ass'n, App., 139 Ariz. 209, 677 P.2d 1317, 1320. The offeree's notification or expression to the offeror that he or she agrees to be bound by the terms of the offeror's proposal. A contract is thereby created. The trend is to allow acceptance by any means that will reasonably notify the offeror of the acceptance. See also Confirmation; Offer and acceptance Black's Law Dictionary Sixth Edition (page 12, 13)

DISCHARGE defined: To release; liberate; annul; unburden; disincumber; dismiss. To extinguish an obligation (e.g. a person's liability on an instrument); terminate employment of person; release, as from prison, confinement or military service. Discharge is a generic term; its principal species are rescission, release, accord and satisfaction, performance, judgment, composition, bankruptcy, merger. In contract law, discharge occurs either when the parties have performed their obligations in the contract, or when events, the conduct of the parties, or the operation of law releases the parties from performing. As applied to demands, claims, rights of action, incumbrances, etc., to discharge the debt or claim is to extinguish it, to annul its obligatory force, to satisfy it. And here also the term is generic; thus a debt, a mortgage, a legacy, may be discharged by payment or performance, or by any act short of that, lawful in itself, which the creditor accepts as sufficient. U.C.C. § 3-601 et seq. governs discharge of commercial instruments. To discharge a person is to liberate him from the binding force of an obligation, debt, or claim. See also Performance; Release. Black's Law Dictionary Sixth Edition (page 463)

TENDER defined: An offer of money. The act by which one produces and offers to a person holding a claim or demand against him the amount of money which he considers and admits to be due, in satisfaction of such claim or demand, without any stipulation or condition. As used in determining whether one party may place the other in breach of contract for failure to perform, means a readiness and willingness to perform in case of concurrent performance by other party, with present ability to do so, and notice to other party of such readiness. Monroe St. Properties, Inc. v. Carpenter, C.A.Ariz.,407 F.2d 379,380. Essential characteristics of tender are unconditional offer to perform coupled with manifested ability to carry out the offer and production of subject matter of tender. Collins v. Kingsberry Homes Corp.,D.C.Ala.,243 F.Supp. 741,744. At a settlement under an agreement of sale the seller tenders the executed deed to the purchaser, who tenders the remainder of the purchase price to the seller. The actual proffer of money, as distinguished from mere proposal or proposition to proffer it. Hence mere written proposal to pay money, without offer of cash, is not "tender." Tender, though usually used in connection with an offer to pay money, is properly used in connection with offer of property or performance of duty other than payment of money. Tender, in common law pleading, is a plea by defendant that he has been always ready to pay the debt demanded, and before the commencement of the action tendered it to the plaintiff, and now brings it into court ready to be paid to him, etc. Legal tender is that kind of coin, money, or
circulating medium which the law compels a creditor to accept in payment of his debt, when tendered by the debtor in the right amount. See also Legal tender. See also Legally sufficient tender. Black’s Law Dictionary Sixth Edition (page 1467, 1468)

DISCHARGE AND PAYMENT defined: (a) Subject to subsection (b), an instrument is paid to the extent payment is made (i) by or on behalf of a party obliged to pay the instrument, and (ii) to a person entitled to enforce the instrument. To the extent of the payment, the obligation of the party obliged to pay the instrument is discharged even though payment is made with knowledge of a claim to the instrument under Section 3-306 by another person. (b) Subject to subsection (e) a note is paid to the extent payment is made by or on behalf of a party obliged to pay the note to a person that formerly was entitled to enforce the note only if at the time of the payment the party obliged to pay has not received adequate notification that the note has been transferred and that payment is to be made to the transferee. A notification is adequate only if it is signed by the transferor or the transferee; reasonably identifies the transferred note; and provides an address at which payments subsequently can be made. Upon request, a transferee shall seasonably furnish reasonable proof that the note has been transferred. Unless the transferee complies with the request, a payment to the person that formerly was entitled to enforce the note is effective for purposes of subsection (c) even if the party obliged to pay the note has received a notification under this paragraph. (c) Subject to subsection (e), to the extent of a payment under subsections (a) and (b), the obligation of the party obliged to pay the instrument is discharged even though payment is made with knowledge of a claim to the instrument under Section 3-306 by another person. (d) Subject to subsection (e), a transferee, or any party that has acquired rights in the instrument directly or indirectly from a transferee, including any such party that has rights as a holder in due course, is deemed to have notice of any payment that is made under subsection (b) after the date that the note is transferred to the transferee but before the party obliged to pay the note receives adequate notification of the transfer.

TENDER OF PAYMENT defined: (a) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract. (b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates. (c) If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

SETTLEMENT defined: contracts. The conveyance of an estate, for the benefit of some person or persons. 2. It is usually made on the
prospect of marriage for the benefit of the married pair, or one of them, or for the benefit of some other persons, as their children. Such settlements vest the property in trustees upon specified terms, usually for the benefit of the husband and wife during their joint lives, and then for the benefit of the survivor for life, and afterwards for the benefit of children. Ante-nuptial agreements of this kind will be enforced in equity by a specific performance of them, provided they are fair and valid, and the intention of the parties is consistent with the principles and policy of law. Settlements after marriage, if made in pursuance of an agreement in writing entered into prior to the marriage, are valid, both against creditors and purchasers. 4. When made without consideration, after marriage, and the property of the husband is settled upon his wife and children, the settlement will be valid against subsequent creditors, if, at the time of the settlement being made, he was not indebted; but, if he was then indebted, it will be void as to the creditors existing at the time of the settlement; 3 John. Ch. R. 481; 8 Wheat. R. 229; unless in cases where the husband received a fair consideration in value of the thing settled, so as to repel the presumption of fraud. 2 Ves. 16 10 Ves. 139. Vide 1 Madd. Ch. 459; 1 Chit. Pr. 57; 2 Kent, Com. 145; 2 Supp. to Ves. jr. 80, 375; Rob. Fr. Conv. 188. See Atherl. on Mar. passim. 5. The term settlement is also applied to an agreement by which two or more persons, who have dealings together, so far arrange their accounts, as to ascertain the balance due from one to the other; and settlement sometimes signifies a payment in full. A Law Dictionary Adapted To The Constitution and Laws of the United States of America and of the Several States of the American Union by John Bouvier Revised Sixth Edition, 1856

ACQUITTANCE defined: A written discharge, whereby one is freed from an obligation to pay money or perform a duty. This word, though perhaps not strictly speaking synonymous with "receipt," includes it. A receipt is one form of an acquittance; a discharge is another. A receipt in full is an acquittance, and a receipt for a part of a demand or obligation is an acquittance pro tanto Black’s Law Dictionary Sixth Edition (page 25)

Sui Juris, known as: John, of the genealogy of Doe, freeborn spiritual being on the land state the facts contained herein are true, correct, complete, and not misleading, to the best of my personal first hand knowledge and belief. Being of sound mind, competent, over the age of 18. This my free will, voluntary act and deed to make, execute, seal, acknowledge and deliver under my hand and seal with explicit reservation of all my unalienable rights and my specific common law right not to be bound by any contract or obligation which I have not entered into knowingly, willingly, voluntarily, and without misrepresentation, duress, or coercion, whereby I did not sign nor consent. I am not now nor have ever been a CITIZEN nor a U.S. Citizen nor a Fourteenth Amendment Federal Citizen nor Employee, I am not bound by sworn oath or oath of office. Whereas I hereby disclaim Clauses One and Two of Section One to the Fourteenth Amendment, together with Article Four Section Three Clause Two. I do hereby certify, verify, state, claim and declare forever without abandonment; Real Property (on Earth); Personal Property (body); and Ecclesiastical Property (soul) together with all trusts, probate, rights, titles, interests droit, droit both absolute and contingent, “Without the U.S.” Should this not be true then let the record be corrected or it will stand as truth. Time is of the essence.
Veracity; In my Private Capacity as General Executor/Executrix of said Cestui Que Trust account Droit, Droit, This serves Notice that your offer has been Accepted as Valuable Consideration and Returned for Value. This property is Exempt from Levy. Please Adjust this Account for the Proceeds, Products, Accounts and Fixtures and Release The Order(s) of The Court to Me Immediately. Make adjustment and close this account immediately, with prejudice. I accept your Oath, Oath of Office Security Agreement, Constitutions as by-laws, and Malfeasance Bond and place you in the Private commencing this self-executing binding contract between you and I. Further, I appoint you trustee “Fully Personally Liable Now” on your honor and solemn Oath to perform your obligations and duties to Protect My un-a-lien-able Rights in your Fiduciary Capacity against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, foreclosure, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, taxes, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by Debtor for any and every reason, purpose, and cause whatsoever. Please honor Obligation of Good Faith in Performance of your Duties. Quid Pro Quos, an equal exchange or substitution.

This my free will, voluntary act and deed true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver under my hand and seal, explicitly reserving all rights without prejudice;

By:__________________________________________

Sui Juris known as; John of the genealogy of Doe Bailor for JOHN DOE Bailee

___________________________________________

Ran, Roe Third Party Witness
"Sealed and delivered in the presence of us."

___________________________________________

James, Roe Third Party Witness
"Sealed and delivered in the presence of us."

STATE OF ILLINOIS )
COUNTY OF COOK )

CERTIFICATE OF ACKNOWLEDGMENT
On this date the individual named above, in his/her stated capacity, personally appeared before me to execute this acknowledgement that this instrument was signed, sealed, and delivered as their free will, voluntary act and deed to make, execute, seal, acknowledge and deliver under their hand and seal verified and authenticated for the uses and purposes therein mentioned.

___________________________________________
DATE

Signature of NOTARY PUBLIC

AFFIX
NOTARY SEAL
Date Commission Expires __________________

NOTICE: Public acts defined: are those which have a public authority, and which have been made before public officers, are authorized by a public seal, have been made public by the authority of a magistrate, or
International Registered Mail Number:

which have been extracted and been properly authenticated from public records. Black’s Law Dictionary
Sixth Edition (page 26)

Forward Registered Mail return receipt requested... write the Registered
Mail Number in the space allotted on top of letter

Example; International Registered Mail Number: RE 123 456 789 US
Always, always, always use stamps on your mailings, no exceptions!

Return to:
General Delivery
Sui Juris known as John of the genealogy of Doe
c/o Main Post Office Non-Domestic
Tucson Arizona united States of America
“without the U.S.”

"Private and Confidential"
c/o Pat Donahoe d/b/a/ united States Postmaster General
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The USPS Washington headquarters also has a Consumer Affairs
Department. You can contact them at:

Policy and Program Development
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475 L'Enfant Plaza SW
Washington DC 20260-0004

The United States Postal Service also has a Consumer Advocate to
respond to consumer needs and requests. It's address as of 2011 was: