

NOTICE

Notice 1

This Notice provides review guidelines and information for any person who has lawful standing, and who wishes to review the afore referenced Land Patent Benefit documentation. A review of the documents may ONLY be conducted by requesting an appointment with:

Your Name: **Hodges, Jerry**
Address: **c/o 166 Race Track Shoals Rd
Calico Rock Arkansas, [72519]**

E-mail: **jerry@mindbodyhealth.com**
Phone: **303-898-9840**

Notice 2

I, **Hodges, Jerry** will set the time, date and place for the review of my documents, no exceptions!

Notice 3

I, **Hodges, Jerry** have the summary of the chain of title included in this file.

Notice 4

This document of the public posting has a total of 19 pages.

Notice 5

Failure of any lawful party claiming an interest, to bring forward a lawful challenge to this **Certificate of Acceptance of Declaration of Land Patent**, based upon the Original Land Patent Forever Benefit, **as stipulated herein, will otherwise result in estoppel by laches and shall forever bar any and all parties claiming an interest.**

Failure to make a lawful claim as indicated herein, within **sixty (60) calendar days** of this notice, will forever bar any claimant from making any claim against this allodial Land Patent estate as described herein, and JUDGEMENT will be FINAL.

The united states of America, And In The Republic state Arkansas

NOTICE OF,

**CERTIFICATE OF ACCEPTANCE OF DECLARATION OF LAND PATENT,
LAND PATENT # 973, Dated November 1, 1835 (SEE ATTACHED PATENT),**

Natural Person: Hodges, Jerry

Nationality: Arkansan

Place of Birth: Constitutional Union State

Domicile: state of the Union

Residence: non-resident, non-person

Citizenship Status: non-citizen, "national" U.S.A., Constitutional but not statutory
U.S. citizen

Citations:

Oath of Lawful Status, Citizenship, domicile, non-resident, official records of
County of IZARD, State of Arkansas, court recorded File No. Book: 2024;
Page: 2842, Date: March 01, 2024, Time: 16:17.

Certificate of Nationality, official records of County of IZARD, State of Arkansas, court
recorded File No. Book: 2024; Page: 3006, Date: March 06, 2024, Time: 16:04.

Mailing Address:

Jerry Hodges
PO Box 193
Calico Rock, Arkansas 72519

KNOW ALL YE MEN BY THESE PRESENT:

That I, **Hodges, Jerry**, do hereby certify and declare that I am an "Assignee" at law in the LAND PATENT named and numbered above; that I have brought forward said **LAND PATENT Forever Benefit**, in my name as it pertains to the land described below. See *[Hooper et. Al v. Scheimer, 64 U.S. (23 how .) 2 3 5 (1 8 5 9)]* "I affirm that a GRANT/PATENT is unimpeachable at law, except, perhaps, when it appears on its own face to be void; and the authorities on this point are so uniform and unbroken in the courts, federal and state, that little else will be necessary beyond a reference to them."

The character of said land, brought forward, so claimed and conveyed by this PATENT, which is legally described, as identified by the Bureau of Land Management, based upon the original surveyed location and referenced under the **LAND PATENT # 973**, Dated: **November 1, 1835**, is as follows;

The Lot or fractional Section twenty eight (North of White River) in Township seventeen North, of Range eleven, West, in the District of Lands subject to sale at Bentonville, Arkansas Territory, containing thirty six acres, and thirty five hundredths of an acre.

Granted to Charles Findley on November 1st, 1835 as Patent # 937.
(SEE ATTACHED PATENT).

Unless otherwise stated, I, **Hodges, Jerry**, have individual knowledge of matters contained in this Certificate of Acceptance of Declaration of PATENT. I am fully competent to testify with respect to these matters.

I, **Hodges, Jerry**, am an Assignee at Law and bona fide subsequent Assignee by contract, of a certain legally described portion of LAND PATENT under the original, certified **LAND PATENT # 973**, Dated: **November 1, 1835**, which is duly authorized to be executed in pursuance of the supremacy of treaty law, citation and Constitutional Mandate, herein referenced, whereupon a duly authenticated true and correct lawful description, together with all hereditament, Tenements, pre-emptive rights appurtenant thereto, the lawful and valuable consideration which is appended hereto, and made a part of this NOTICE OF CERTIFICATE OF ACCEPTANCE AND DECLARATION OF LAND PATENT. (SEE ATTACHED PATENT)

No claim is made herein that I have been assigned the entire tract of land as described in the original PATENT. My assignment of land is inclusive of only the land described herein and within the attached deed. Said assignment of land being situated entirely within the bounds of **LAND PATENT # 973**, as established by Bureau of Land Management via the attached certified LAND PATENT. Together, this deed and property description demonstrate the equitable interest in said property and establish the lawful basis for valuable consideration upon which the LAND PATENT FOREVER BENEFIT has been brought forward, said deed between the parties thereto, being dated **April 30, 2021**.

The description of my assignment of land is as follows;

TRACT I: A part of the Fractional Northwest Quarter of Section 28, Township 17 North, Range 11 West, being more particularly described as follows: Commence at the common corner to Section 16, 17, 20, and 21, a state geological monument, thence S

2°2'57" W along the lines common to said Section 20 and 21, a distance of 4,533.80 feet; thence S 87°57'3" E, a distance of 1,930.69 feet, thence S 1°53'8" E, a distance of 903.11 feet; thence S 78°15'19" W, a distance of 405.40 feet to a set iron pin; thence N 78°10'10" E, a distance of 50.86 feet to and for the True Point of Beginning of the lands herein conveyed. From the True Point of Beginning run N 78°10'10" E 49.18 feet to a point; thence S 00°24'40" W 285.40 feet to a point on the ordinary high water line of White River; thence following the ordinary high water line of White River, S 72°18'3" W 45.78 feet; thence N 00°44'24" W 294.29 feet to the Point of Beginning. This being a part of the Tract 12 of Bob Hayes Subdivision on White River.

TRACT II: A part of the NW¹/₄ of Section 28, Township 17 North, Range 11 West, being more particularly described as follows: Commencing at the common corner to Section 16, 17, 20 and 21, a state geological monument, thence S 2°2'57" W along the lines common to said Section 20 and 21, a distance of 4,533.80 feet; thence S 87°57'3" E, a distance of 1,930.69 feet; thence S 1°53'8" E, a distance of 903.11 feet; thence S 78°15'19" W a distance of 405.40 feet to a set iron pin; thence S 78°42'41" W, a distance of 99.14 feet to the Point of Beginning; thence N 78°42'41" E, a distance of 99.14 feet; thence N 78°10'10" E distance of 50.86 feet; thence S 0°44'24" E, a distance of 294.29 feet to a point on the ordinary high water line of White River, thence S 72°18'3" W a distance of 147.72 feet, thence N 1°38'46" W a distance of 304.43 feet to the Point of Beginning. This being Tract 13 and the West 50.86 feet of Tract 12 of Bob Hayes Subdivision on White River.

ALSO: An easement 40 foot in width for the purpose of ingress and egress unto their real property lying in Section 28, Township 17 North, Range 11 West in Izard County, Arkansas, across and upon the following described lands lying in Izard County, Arkansas, to-wit:

A part of the SW¹/₄ of Section 21, Township 17 North, Range 11 West and a part of the Fractional NW¹/₄ of Section 28, Township 17 North, Range 11 West being more particularly described as: Beginning at a point where the South line of said Section 21 intersects with the South right of way line of the Chesmond Ferry County Road, thence in a Northeasterly direction along said south right of way line of the centerline of an existing 30 foot wide private road and the point of beginning of this easement, thence in a Southeasterly direction along said centerline of the private road to a point on the South right of way line of the Missouri-Pacific Railroad tracks, thence along an existing road along and adjacent to the South right of way line of said Missouri-Pacific Railroad tracks in a Southwesterly direction to the property described in a certain deed executed by Hayes Brothers Land and Timber Co., Inc. to Gordon W. Roberts and Alice Katherine Roberts a shown in the records of the Izard County Clerk and Recorder's Office in Deed Book 167 at page 475 and filed for record June 24, 1991.

LESS AND EXCEPT: A part of the NW¹/₄ of Section 28, Township 17 North, Range 11 West, being more particularly described as follows: Commence at the common corner to Section 16, 17, 20 and 21 a state geological monument, thence S 02°02'57" W along the lines common to said Section 20 and 21, a distance of 4,533.80 feet; thence S 87°57'03" E a distance of 1930.69 feet, thence S 01°53'08" E a distance of 903.11 feet; thence S 78°05'58" E 405.04 feet to an iron pin, thence S 78°42'41" W 17.00 feet to the True Point of Beginning # 2 of the lands herein conveyed, thence S 78°42'41" W 82.14 feet to an iron pin; thence S 01°38'48" E 304.43 feet to an iron pin; thence N 72°18'02" E 84.26 feet to an iron pin; thence N 01°38'48" W 294.89 feet to the Point of Beginning # 2, this being part of Tract 13 of Bob Hayes Subdivision on White River.

Grantor retains the right to use the existing septic tank and field until such time as Grantee may sell the property. Any expense in maintaining the system is the responsibility of Grantor, Grantor may choose to abandon the use of said septic field at any time.

The filing of this NOTICE OF CERTIFICATE OF ACCEPTANCE OF SAID DECLARATION LAND PATENT shall not deny or infringe on any right(s), privilege, or Immunity of any other Heir or Assigns to any other portion of land located within the above-described **LAND PATENT # 973 Dated: November 1, 1835.**
(SEE ATTACHED LAND PATENT)

At common Law, a **sixty (60) day** posting period has been provided for challenges to this LAND PATENT FOREVER BENEFIT. It is stipulated that, if after **sixty (60) days** from date of posting, no Lawful challenge has been presented and upheld, said Certificate of Acceptance of said Declaration of LAND PATENT, perfects this PATENT (Allodial) Title in the names so listed above FOREVER, otherwise latches or estoppel shall forever bar the same against said Freehold PATENT (Allodial) land so described herein.

If a lawfully qualified Sovereign American individual has a lawful claim to title and this LAND PATENT benefit is challenged, the court must be a court of competent jurisdiction, being the Common law Supreme Court (Article III) or any other court of competent jurisdiction. Any action against a PATENT by a corporate state or their Respective statutory, Legislative units (i.e., courts) would be an action at law which is outside the venue and jurisdiction of the Article III courts. There is no Law issue contained herein which may be heard in any of the State or Federal courts (Article I/IV), nor can any court of Equity / Admiralty / Military set aside, annul, or change a LAND PATENT. **(Reference: Corpus Juris Secundum, volume 73(B), Topic of Public Lands, section on LAND PATENT's.) "Nothing in this GRANT / PATENT can be changed by either party, nothing can be added, nor can anything be deducted" once the GRANT / PATENT is issued.**

If this duly certified LAND PATENT is not challenged by a lawfully qualified party having a Lawful claim, Lawful lien (security interest), Lawful debt, or other Lawful interest in said land, and no Lawful claim having been filed in a court of competent jurisdiction at law **within sixty (60) days** from the date of posting this NOTICE, then the above-described land shall remain an Allodial Freehold Title of **Hodges, Jerry**, and his Heir(s) or Assignee(s) forever.

JURISDICTION

THE RECIPIENT HERETO IS MANDATED by Article IV, Sec. 3, Clause 2, the 9th and 10th Amendments with reference to the 7th Amendment, enforced under Article III, Sec. 3, Clause 1, Article 1 Sec. 10, Clause 1 of the Constitution for the united states of America.

LAND GRANT / PATENTS, OBLIGATION OF CONTRACTS, VESTED RIGHTS

Chief Justice Marshall's opinion in *Fletcher v. Peck* - performed two creative acts pursuant to Contracts having Continuing Obligations.

See Source: <https://www.law.cornell.edu/supremecourt/text/10/87>

Chief Justice Marshall recognized that an obligatory contract was one still to be performed—in other words, an executory contract, also that a grant of land was an

executed contract - a conveyance. But, he asserted, every grant is attended by "an implied contract" on the part of the grantor not to claim again the thing granted. Thus, grants are brought within the category of contracts having continuing obligation.

The early cases of (*Fletcher v. Peck*), (*New Jersey v. Wilson*), and (*Trustees of Dartmouth College v. Woodward*)

See Source: <https://www.law.cornell.edu/supremecourt/text/17/518>

Established that the States could not "impair the obligation of contracts" by attempting to repeal or modify private acts, such as land GRANT / PATENTS or corporate charters, which had already created vested rights.

DOCTRINE OF RELATION BACK

The doctrine of relation is applicable to public land transactions under a federal GRANT / PATENT. ¹ When necessary to give effect to the intent of the statute or to cut off intervening claimants, the GRANT / PATENT is deemed to relate back to the time of the inception of the GRANT / PATENTEE's claim to the land. ² When the doctrine applies, the last proceeding which consummates the conveyance of the public land is held to take effect by relation back as of the day when the first proceeding was had. ³ This relation back is also effective in favor of persons to whom the claimant has assigned or transferred rights in the land before the issuance of the GRANT / PATENT. ⁴ In applying the doctrine of relation back, the GRANT / PATENT has been regarded, under the particular circumstances, as relating back to the date of the initiatory act, ⁵ such as the date of the entry, ⁶ to the date of conveyance or deed, ⁷ to the first qualifying act which definitively located the boundaries of the claimed land so as to legitimately bar others from entering, ⁸ and to the inception of the equitable right upon which title is based, ⁹. **§249 Doctrine of relation back, Research References - West's Key Number Digest, Public Lands 114 (2).**

NATURAL PERSONS(S)

WHEREAS, I, Hodges, Jerry, am a "natural person" as defined in Title 12 Banks and Banking 12 CFR § 330.1 means a "human being" and in accordance with 31 CFR § 1010.605(h) Non-United States person or non-U.S. person means a natural person who is NEITHER a United States citizen NOR is accorded the privilege of residing permanently in the United States pursuant to 8 USC § 1101(a)(21)

DOMICILE NOT NATIONALITY

WHEREAS, I, Hodges, Jerry, sometimes reside at 166 Racetrack Shoal Road, Calico Rock, Arkansas, domiciled in a state of the Union "national" of the United States 8 USC § 1101(a)(21), and NOT domiciled within the exclusive jurisdiction of Congress and hence are NOT subject to federal civil law. Cannot have a civil statutory STATUS under the laws of Congress to which any obligations attach, especially including "citizen" without such a federal domicile. Domicile is a prerequisite to having any civil status per Federal Rule of Civil Procedure 17. One therefore cannot be a statutory "alien" under 8 USC § 1101(a)(3) without a domicile on federal territory. Without such a domicile, we are a transient foreigner and neither an "alien" nor a "nonresident alien." DOMICILE and NOT nationality is what imputes a status under the tax code and a liability for tax;

WHEREAS, I, Hodges, Jerry, am a U.S.A. "National". Constitutional but NOT a statutory "U.S. citizen", being a "Natural" man and not a "Citizen" defined in 26 CFR § 1.1-1, and not having consented to being domiciled within the United States (having no civil status), but rather being a "National" as defined in INA § 101(a)(21) of Immigration and Nationality Act.

RESTORATION OF STATUS

WHEREAS, I, Hodges, Jerry, in some cases, in *esse & sui juris* Restoration of Former Status from being a public "United States" citizen; a Federally owned "U.S. citizen" as of March 9, 1933; and a Taxpayer, a **surety, Bondman put to Tribute as of September 8, 1936; name derivatives, ALL CAPITALIZATION: "JERRY JOHNSTON HODGES", "JERRY J HODGES", HODGES, JERRY J", "HODGES, JERRY JOHNSTON" / ESTATE OF JERRY J HODGES, to being a private "national" of Arkansas, state of the Union, U.S.A;**

WHEREAS, the Secretary of State (of the several states) charters corporations and issues franchises, therefore, any natural born citizen / Private American National Citizen with a BIRTH CERTIFICATE is liable to the Franchise Board of the State's Department of Revenue for income/excise/privilege taxes, as well as being liable to the Internal Revenue Service collecting the internal revenue for the "Federal Corporation" of the United States 28 USC 3002 (15)(A) via excise/income/privilege taxes in payment of the interest on the national debt (proven by President Ronald Reagan's Grace commission) which interest is owed to the Roman papacy's Federal Reserve Bank;

WHEREAS, I, Hodges, Jerry, have returned to my former status of being an American Freeman and an American National in Equity, i.e. de jure Private National Citizen of the United States under Section 1 of the 14th Amendment and therefore stand "in personam", "in esse", and "sui juris", possessing all God-given unalienable rights including those protected by the first eight amendments of the Bill of Rights, all Constitutional rights (federal and state) and all common Law rights of a de jure Private Citizen of the United States/American National, **no longer under the legal disability of being the Property/Surety for and/or wedded to a, state-created, Public "U.S. citizen" owned by the Federal Military Government of the United States;**

PERFECTED LAND GRANT / PATENT, ESTATE RESTORED

WHEREAS, I, Hodges, Jerry, hereby make lawful claim to the allodial LAND PATENT FOREVER BENEFIT in my name, said land described above and in the attached deed, representing equitable interest which is the subject of this land PATENT forever benefit, said claim shall be considered henceforth perfected in my name as Assignee, and all future claims by others against this land shall be forever waived;

THEREFORE; This LAND PATENT Forever Benefit, being regular in form, authorized by Supremacy of Treaty Law and Constitutional and Congressional Mandate, now restores ALL Legal and Equitable ownership interests previously surrendered through prior adhesion contracts, since issuance of original LAND PATENT Allodial Title, to the current equitable interest which is the subject of this Declaration of LAND PATENT, said PATENT having been signed and executed by Presidential authority as **LAND PATENT # 973, Dated November 1, 1835;**

Now, the ownership interests as expressed in the attached deed, dated **April 30, 2021**, being appended hereto, having been deceptively and fraudulently cleaved from the full bundle of rights, and an ESTATE having been created, thus equitable ownership having been severed with the issuance of the first and subsequent Deeds and Mortgage instruments, those deeds and instruments being Color of Title (That which is a semblance or appearance of title, but is not title in fact or law, Black's Law Dictionary, 6th edition), the "ESTATE" then having been created for the ALL CAPITALIZATION (ens legis) name(s) and NOT the "Natural" man/woman.

HENCEFORTH; The ESTATE is segregated no longer, the Legal and Equitable Ownership interests are now and forever more restored to full Allodial Freehold rights, for **Hodges, Jerry**, with the right of Possession, Use, Exclusion, and the right to Encumber and Dispose of being fully and completely restored, *nunc pro tunc*.

There now exists **NO** Federal, State, Municipal or other corporate authority to impose a direct tax upon the equitable and legal ownership interest that is expressed in the attached deed, dated **April 30, 2021**, which is the subject of this Declaration of LAND PATENT.

PERJURY JURAT

Pursuant to 28 USC § 1746 (1) and executed "without the United States", I, **Hodges, Jerry**, affirm under penalty of perjury under the laws of the united states of America that the foregoing is true and correct to the best of my belief and informed knowledge. And further deponent saith not. I now affix my autograph of the above affirmations with EXPLICIT RESERVATION OF ALL OF MY UNALIENABLE RIGHTS, WITHOUT PREJUDICE.

Respectfully By: *Jerry Hodges*
Jerry Hodges

Date: May 8, 2024

ARKANSAS NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Arkansas)
County of IZARD)
the united states of America)

On May 8, 2024 before me, **Hodges, Jerry**, personally appeared and proved to me, based on satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of Arkansas, that the foregoing paragraph is true and correct.

SUBSCRIBED AND SWORN (AFFIRMED) before me
this 8th day of May 2024.

ADRIENNE WHITFIELD
NOTARY PUBLIC-STATE OF ARKANSAS
IZARD COUNTY
My Commission Expires 04-08-2025
Commission # 12404220

Adrienne Whitfield
Signature and Title of Administering Officer
Notary Pubic
My Commission Expires: 04, 08, 2025

(Seal)

Prepared By:
Jerry Hodges
PO Box 193
Calico Rock, Arkansas
72519-0193

FILED
OFFICE OF THE
IZARD COUNTY CLERK
Book 2021 Page 7356
Dated 5-26-21 1533
Shelly Downing, Clerk
By B. Dammell

After Recording Return To:
Jerry Hodges
PO Box 193
Calico Rock, Arkansas
72519-0193

Space Above This Line for Recorder's Use

ARKANSAS QUIT CLAIM DEED

State of Arkansas
Izard County

KNOW ALL BY THESE PRESENTS:

That Gary Schisler and Karen Schisler, husband and wife, hereinafter called the ("Grantors") for and in consideration of the sum of (20) Silver-Dollars (\$20.00) and/or other valuable consideration to the below in hand paid to:

Grantors - Two (2) individuals under the names of Gary Schisler residing at 3901 Cedar Ridge Court, The Colony, Texas, 75056-4089 and Karen Schisler residing at 337 Quail Trail, Cabot, Arkansas, 72023-8431.

The receipt whereof is hereby witnessed and acknowledged, the undersigned Grantors hereby remise, release and forever quitclaim to Jerry Hodges, address located at PO Box 193, Calico Rock, Arkansas, 72519-0193, hereinafter called the ("Grantee") all the rights, title, interest, and claim in or to the following described Private Real Estate Property, situated in Izard County, Arkansas, to-wit:

Refer to Exhibit "A", which is attached hereto and made a part thereof:

To have and to hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

Gary Schisler Date 4/30/21

Grantor's Signature:

Gary Schisler
3901 Cedar Ridge Court
The Colony, Texas 75056-4089

Karen Schisler Date 4/30/21

Grantor's Signature

Karen Schisler
337 Quail Trail
Cabot, Arkansas 72023-8431

In Witness Whereof,

Amanda Matheny Date 4/30/21

Witness's Signature

Amanda Matheny
Name of Witness

409 North St Cab Unit 2A
Street Address

Cabot, AR 72023
City, State, Zip Code

Scott Stafford Date 4/30/21

Witness's Signature

Scott Stafford
Name of Witness

3601 E. KIEHL
Street Address

SHERWOOD AR 72120
City, State, Zip Code

State of Arkansas

County of AR
PULASKI

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gary Schisler and Karen Schisler whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 30 day of April, 2021.

Keith Hoyt (SEAL)
Notary Public

My Commission Expires: 7-10-24



Exhibit "A"

TRACT I: A part of the Fractional Northwest Quarter of Section 28, Township 17 North, Range 11 West, being more particularly described as follows: Commence at the common corner to Section 16, 17, 20, and 21, a state geological monument, thence S 2°2'57" W along the lines common to said Section 20 and 21, a distance of 4,533.80 feet; thence S 87°57'3" E, a distance of 1,930.69 feet, thence S 1°53'8" E, a distance of 903.11 feet; thence S 78°15'19" W, a distance of 405.40 feet to a set iron pin; thence N 78°10'10" E, a distance of 50.86 feet to and for the True Point of Beginning of the lands herein conveyed. From the True Point of Beginning run N 78°10'10" E 49.18 feet to a point; thence S 00°24'40" W 285.40 feet to a point on the ordinary high water line of White River; thence following the ordinary high water line of White River, S 72°18'3" W 45.78 feet; thence N 00°44'24" W 294.29 feet to the Point of Beginning. This being a part of the Tract 12 of Bob Hayes Subdivision on White River.

TRACT II: A part of the NW 1/4 of Section 28, Township 17 North, Range 11 West, being more particularly described as follows: Commencing at the common corner to Section 16, 17, 20 and 21, a state geological monument, thence S 2°2'57" W along the lines common to said Section 20 and 21, a distance of 4,533.80 feet; thence S 87°57'3" E, a distance of 1,930.69 feet; thence S 1°53'8" E, a distance of 903.11 feet; thence S 78°15'19" W a distance of 405.40 feet to a set iron pin; thence S 78°42'41" W, a distance of 99.14 feet to the Point of Beginning; thence N 78°42'41" E, a distance of 99.14 feet; thence N 78°10'10" E distance of 50.86 feet; thence S 0°44'24" E, a distance of 294.29 feet to a point on the ordinary high water line of White River, thence S 72°18'3" W a distance of 147.72 feet, thence N 1°38'46" W a distance of 304.43 feet to the Point of Beginning. This being Tract 13 and the West 50.86 feet of Tract 12 of Bob Hayes Subdivision on White River.

ALSO: An easement 40 foot in width for the purpose of ingress and egress unto their real property lying in Section 28, Township 17 North, Range 11 West in IZARD County, Arkansas, across and upon the following described lands lying in IZARD County, Arkansas, to-wit:

A part of the SW 1/4 of Section 21, Township 17 North, Range 11 West and a part of the Fractional NW 1/4 of Section 28, Township 17 North, Range 11 West being more particularly described as: Beginning at a point where the South line of said Section 21 intersects with the South right of way line of the Chesmond Ferry County Road, thence in a Northeasterly direction along said south right of way line of the centerline of an existing 30 foot wide private road and the point of beginning of this easement, thence in a Southeasterly direction along said centerline of the private road to a point on the South right of way line of the Missouri-Pacific Railroad tracks, thence along an existing road along and adjacent to the South right of way line of said Missouri-Pacific Railroad tracks in a Southwesterly direction to the property described in a certain deed executed by Hayes Brothers Land and Timber Co., Inc. to Gordon W. Roberts and Alice Katherine Roberts as shown in the records of the IZARD County Clerk and Recorder's Office in Deed Book 167 at page 475 and filed for record June 24, 1991.

LESS AND EXCEPT: A part of the NW 1/4 of Section 28, Township 17 North, Range 11 West, being more particularly described as follows: Commence at the common corner to Section 16, 17, 20 and 21 a state geological monument, thence S 02°02'57" W along the lines common to said Section 20 and 21, a distance of 4,533.80 feet; thence S 87°57'03" E a distance of 1930.69 feet, thence S 01°53'08" E a distance of 903.11 feet; thence S 78°05'58" E 405.04 feet to an iron pin, thence S 78°42'41" W 17.00 feet to the True Point of Beginning #2 of the lands herein conveyed, thence S 78°42'41" W 82.14 feet to an iron pin; thence S 01°38'48" E 304.43 feet to an iron pin; thence N 72°18'02" E 84.26 feet to an iron pin; thence N 01°38'48" W 294.89 feet to the Point of Beginning #2, this being part of Tract 13 of Bob Hayes Subdivision on White River.

Grantor retains the right to use the existing septic tank and field until such time as grantee may sell the property. Any expense in maintaining the system is the responsibility of Grantor, Grantor may choose to abandon the use of said septic field at any time.

**LIMITED
TITLE SEARCH**

STATE OF ARKANSAS
COUNTY OF Izard

TS24-34

I hereby certify that a title search has been made from patent, to date to the following described land lying in Izard County, Arkansas, to-wit:

TRACT I: A part of the Fractional Northwest Quarter of Section 28, Township 17 North, Range 11 West, being more particularly described as follows: Commence at the common corner to Section 16, 17, 20, and 21, a state geological monument, thence S 2°2'57" W along the lines common to said Section 20 and 21, a distance of 4,533.80 feet; thence S 87°57'3" E, a distance of 1,930.69 feet, thence S 1°53'8" E, a distance of 903.11 feet; thence S 78°15'19" W, a distance of 405.40 feet to a set iron pin; thence N 78°10'10" E, a distance of 50.86 feet to and for the True Point of Beginning of the lands herein conveyed. From the True Point of Beginning run N 78°10'10" E 49.18 feet to a point; thence S 00°24'40" W 285.40 feet to a point on the ordinary high water line of White River; thence following the ordinary high water line of White River, S 72°18'3" W 45.78 feet; thence N 00°44'24" W 294.29 feet to the Point of Beginning. This being a part of the Tract 12 of Bob Hayes Subdivision on White River.

TRACT II: A part of the NW¹/₄ of Section 28, Township 17 North, Range 11 West, being more particularly described as follows: Commencing at the common corner to Section 16, 17, 20 and 21, a state geological monument, thence S 2°2'57" W along the lines common to said Section 20 and 21, a distance of 4,533.80 feet; thence S 87°57'3" E, a distance of 1,930.69 feet; thence S 1°53'8" E, a distance of 903.11 feet; thence S 78°15'19" W a distance of 405.40 feet to a set iron pin; thence S 78°42'41" W, a distance of 99.14 feet to the Point of Beginning; thence N 78°42'41" E, a distance of 99.14 feet; thence N 78°10'10" E distance of 50.86 feet; thence S 0°44'24" E, a distance of 294.29 feet to a point on the ordinary high water line of White River, thence S 72°18'3" W a distance of 147.72 feet, thence N 1°38'46" W a distance of 304.43 feet to the Point of Beginning. This being Tract 13 and the West 50.86 feet of Tract 12 of Bob Hayes Subdivision on White River.

ALSO: An easement 40 foot in width for the purpose of ingress and egress unto their real property lying in Section 28, Township 17 North, Range 11 West in Izard County, Arkansas, across and upon the following described lands lying in Izard County, Arkansas, to-wit:

A part of the SW¹/₄ of Section 21, Township 17 North, Range 11 West and a part of the Fractional NW¹/₄ of Section 28, Township 17 North, Range 11 West being more particularly described as: Beginning at a point where the South line of said Section 21 intersects with the South right of way line of the Chesmond Ferry County Road, thence in a Northeasterly direction along said south right of way line of the centerline of an existing 30 foot wide private road and the point of beginning of this easement, thence in a Southeasterly

direction along said centerline of the private road to a point on the South right of way line of the Missouri-Pacific Railroad tracks, thence along an existing road along and adjacent to the South right of way line of said Missouri-Pacific Railroad tracks in a Southwesterly direction to the property described in a certain deed executed by Hayes Brothers Land and Timber Co., Inc. to Gordon W. Roberts and Alice Katherine Roberts a shown in the records of the IZARD County Clerk and Recorder's Office in Deed Book 167 at page 475 and filed for record June 24, 1991.

LESS AND EXCEPT: A part of the NW¹/₄ of Section 28, Township 17 North, Range 11 West, being more particularly described as follows: Commence at the common corner to Section 16, 17, 20 and 21 a state geological monument, thence S 02°02'57" W along the lines common to said Section 20 and 21, a distance of 4,533.80 feet; thence S 87°57'03" E a distance of 1930.69 feet, thence S 01°53'08" E a distance of 903.11 feet; thence S 78°05'58" E 405.04 feet to an iron pin, thence S 78°42'41" W 17.00 feet to the True Point of Beginning #2 of the lands herein conveyed, thence S 78°42'41" W 82.14 feet to an iron pin; thence S 01°38'48" E 304.43 feet to an iron pin; thence N 72°18'02" E 84.26 feet to an iron pin; thence N 01°38'48" W 294.89 feet to the Point of Beginning #2, this being part of Tract 13 of Bob Hayes S subdivision on White River.

Grantor retains the right to use the existing septic tank and field until such time as grantee may sell the property. Any expense in maintaining the system is the responsibility of Grantor, Grantor may choose to abandon the use of said septic field at any time.

That title to said land is apparently vested in:

Jerry Hodges

Chain of title is as follows:

A United States Patent executed by President Andrew Jackson to Charles Findley on November 1, 1835 and recorded in book 32, page 281 on June 5, 1946. Patent #937

There is a gap in title here. NO records could be located conveying title from Charles Findley.

A quitclaim deed executed by Samuel S Sams and Martha Sams to J. Sams and Tate Sams dated October 3, 1883 and recorded in book 17 page 258 on June 3, 1923.

A warranty deed executed by Jehorda J Sams and Kate Sams to Thos B Mayfield dated October 10, 1883 and recorded in book 17, page 262 on July 3, 1923. (1/2 interest)

A quitclaim deed executed by D J McDaniel and Mariah McDaniel to Margaret Stoner dated February 12, 1887 recorded in book 17, page 261 on July 3, 1923. (1/2 interest)

A warranty deed executed by Thomas B Mayfield and Mary L Mayfield to Margaret Stoner dated February 12, 1887 recorded in book 17, page 261 on July 3, 1923. (1/2

interest)

A quitclaim deed executed by Jackson G Mayfield and Eliza J Mayfield to Thomas B Mayfield dated June 28, 1887 recorded in book 17, page 260 on July 3, 1923. (1/2 interest)

A warranty deed executed by Margaret S Stoner to Wm. H Stoner dated March 26, 1900 in book 17, page 258 on July 3, 1923.

A quitclaim deed executed by S.S. Sams to J. J. Sams dated July 8, 1901 recorded in book 17, page 260 on July 3, 1923. (1/2 interest)

A warranty deed executed by S.S. Sams and J.J. Sams and Francis E. Sams to W.H. Stoner dated May 23, 1901, recorded in book 4, page 367 on March 27, 1905.

A warranty deed executed by Ethel M Berry and S.C. Berry, Formerly Ethel M. Stoner, to R.H. Berry dated January 17, 1914 recorded in book 15, page 536 on October 22, 1921. (1/7 interest)

A warranty deed executed by William H Stoner, heir of James H Stoner, to R.H. Berry dated November 22, 1916 recorded in book 15, page 537 on October 22, 1921. (1/7 interest)

A deed executed by G.R. Landers Jr, Sherriff, to James Mayfield dated June 14, 1921 recorded in book 14, page 607 on March 29, 1922.

A warranty deed executed by Rosa Stoner to R.H. Berry dated April 13, 1920 recorded in book 15, page 538 on October 22, 1921. (1/7 interest)

A warranty deed executed by Rena (Stoner) Whitfield to R.H. Berry dated November 14, 1921 to R.H. Berry recorded in Book 16, page 578 on July 3, 1923. (1/7 interest)

A warranty deed executed by James Mayfield and Cynthia Mayfield to Henry Berry dated December 5, 1921 recorded in book 16, page 138 on March 29, 1922. (1/7 interest)

A warranty deed executed by Robert H Berry and Rosie H Berry to Henry F Killian and E. L. Killian dated August 8, 1930 recorded in book 24, page 511 on November 7, 1931.

A warranty deed executed by H. F. Killian and E. L. Killian to W. L. Hicks and Pearl Hicks dated August 15, 1930 recorded in book 24, page 571 on April 8, 1932.

A warranty deed executed by Paul Stoner and Zelma Stoner and Mary Stoner to Henry Berry dated May 23, 1932 recorded in book 20, page 383 on June 28, 1932.

A warranty deed executed by W.L. Hicks and Pearl Hicks to Jesse Jeffery dated May 28, 1932 recorded in book 25, page 6 on June 3, 1932.

A warranty deed executed by Jesse A Jeffery and Bessie Jeffery to Russell W Hand and Bessie M Hand dated March 7, 1941 recorded in book 30 page 21 on March 10, 1941.

A warranty deed executed by Russell Hand and Bessie M Hand to Lathe Parks dated June 21, 1943 recorded in book 31, page 46 on July 20, 1943.

A warranty deed executed by Lathe Parks and Alta Parks to G.E. McFarland and Mabel McFarland dated January 16, 1950 in book 38, page 221 on January 20, 1950.

A warranty deed executed by Mable (Parks) McFarland Rea to D.N. Calhoun and N.C. Norwood dated July 17, 1953 recorded in book 42, page 72 on February 12, 1954.

A quitclaim deed executed by Alta Parks, widow of Lathe Parks to D.N. Calhoun and N.C. Norwood, dated July 18, 1953 in book 40, page 414 on February 12, 1954.

A quitclaim deed executed by Everett Parks and Ether Parks, audie Parks and Lottie Parks, heirs of Lathe Parks to D.M. Calhoun and N.C. Norwood dated November 12, 1953 recorded in book 40 page 413 on November 19, 1953.

A warranty deed executed by N.C. Norwood and D.N. Calhoun to J.N. Harber dated December 14, 1955 recorded in book 44, page 66 on January 13, 1956.

A warranty deed executed by Margaret B Huckins to J.N. Harber dated December 16, 1957 recorded in book 49, page 569 on December 21, 1960.

An executors deed executed by Rex E Staley and H.W. McNeil and E.J. O'Malley, executors of the estate of J.N. Harber to Bobby K Hayes and Gladys Lorene Hayes dated February 10, 1968 recorded in book 60, page 178 on March 8, 1968.

A warranty deed executed by Bobby K Hayes and Gladys Lorene Hayes to Hayes Brothers Flooring Company Inc dated March 21, 1968 recorded in book 60 page 229 on April 17, 1968.

A deed of personal representative executed by Irene Foley, executrix of the estate of Mary Helen Harber to Hayes Bros Flooring Company dated March 18, 1968 recorded in book 60, page 230 on April 18, 1968.

A warranty deed executed by Hayes Brothers Flooring Company Inc to Hayes Brothers Land & Timber Company Inc dated April 16, 1968 recorded in book 60, page 231 on April 18, 1968.

A warranty deed executed by Hayes Brothers Land & Timber Co Inc to Gordon W Roberts and Alice Katherine Roberts dated June 20, 1991 recorded in book 167 page 475 on June 24, 1991.

A warranty deed executed by Hayes Brothers Land & Timber Co Inc to Gordon W Roberts and Alice Katherine Roberts dated March 31, 1992 recorded in book 171 page 584 on April 1, 1992.

A warranty deed executed by Gordon W Roberts and Alice K Roberts to Gordon W Roberts dated July 15 & 17, 1996 recorded in book 195 page 375a on July 22, 1996.

A warranty deed executed by Gordon W Roberts to James Newt Holloway dated April 4, 1997 recorded in book 199, page 149 on April 7, 1997.

A warranty deed executed by James Newt Holloway to Big Duck Inc, ½ interest and Lago Verde L.P., ½ interest dated October 1, 1999 recorded in book 214 page 427 on October 18, 1999.

A quitclaim deed executed by Lago Verde LLP to Big Duck Inc dated December 5, 2005 recorded in book 256, page 207 on January 12, 2006.

A correction quitclaim deed executed by Lago Verde LLP to Big Ducks Inc dated February 13, 2012 recorded in book 85 page 834 on February 21, 2012.

A warranty deed executed by Big Ducks Inc to Gary Schisler dated February 13, 2012 recorded in book 85, page 837 on February 21, 2012.

A quitclaim deed executed by Gary Schisler and Karen Schisler to Jerry Hodges dated April 30, 2021 recorded in book 2021, page 7356 on May 26, 2021.

Dated this 19th day of April, 2024.

Izard County Abstract Company, Inc.

BY: _____


THIS TITLE SEARCH IS INTENDED OF THE USE AND BENEFIT OF THE ADDRESSEE ONLY. THE SCOPE OF THIS SEARCH IS LIMITED TO PROVIDING THE NAME OR NAMES OF THE CURRENT RECORD TITLE HOLDER AND INFORMATION REGARDING ANY OUTSTANDING MORTGAGES, JUDGMENTS OR LIENS AGAINST THE PROPERTY DESIRED. IT IS NOT INTENDED FOR USE TO DETERMINE THE MERCHANTABILITY, MARKETABILITY OR INSURABILITY OF TITLE TO THE ABOVE DESCRIBED PREMISES AND SHOULD NOT BE RELIED UPON FOR THAT PURPOSE. WE MAKE NO REPORT AS TO FILINGS UNDER THE UNIFORM COMMERCIAL CODE, PERSONAL PROPERTY, ALIMONY, CHILD SUPPORT OR BANKRUPTCY COURT. LIABILITY HEREIN IS LIMITED TO THE AMOUNT PAID FOR THIS TITLE SEARCH.

Certificate
No. 957

The United States of America.



To all to whom these Presents shall come, Greeting:

Whereas

Charles Sumner of Hancock County Vermont has deposited in the General Land Office of the United States a certificate of the Register of the Land Office at Waterbury whereby it appears that full payment has been made by the said Charles Sumner according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An act making further provision for the sale of the Public Lands," in the lot or fractional section twenty eighth (North of White River) in Township 24 North, Range 20 East, 1st District Vermont, in the District of Vermont, and that the said Charles Sumner has paid for the same the sum of one hundred and thirty five dollars, and that the said Charles Sumner has received from the General Land Office by the Surveyor General, which said tract has been purchased by the said Charles Sumner

NOW KNOW YE, That the **UNITED STATES OF AMERICA**, in consideration of the premises and in conformity with the

several acts of Congress, in such case made and provided, have given and granted, and by these presents do give and grant unto the said

Charles Sumner

and to his heirs the said tract above described:

That he and to hold the same, together with all the rights, privileges, immunities, and appurtenances of whatever nature, heretofore belonging unto the said

Charles Sumner

and to his heirs and assigns forever.

In testimony whereof, I,

Andrew Jackson

PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made Public, and the Seal of the General Land Office to be hereunto

affixed.

Given under my hand at the City of Washington the fourth day of November in the year of our

Lord one thousand eight hundred and thirty five and of the Independence of the United States



the fifteenth day of the month of October.

By the President.

Andrew Jackson
By Wm. L. Bowdler
Comptroller of the General Land Office.

Wm. L. Bowdler

Wm. L. Bowdler

Comptroller of the General Land Office.

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