

## **NOTICE**

### Notice 1

This Notice to inform any person who has lawful standing to view this file who wishes to review the complete file on record may do so by requesting an appointment with;

Your Name: **Pawlik, Stephen**  
Address: **c/o 1221 Charlotte Dr  
McKinney Texas, [ 75071 ]**

E-mail: **mr.stevpawlik@gmail.com**  
Phone: **214-789-0544**

### Notice 2

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

### Notice 3

I, **Pawlik, Stephen** have the summary of the chain of title included in this file.

### Notice 4

This document of the public posting has a total of 12 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 and the benefit of Original Land Grant/Patent Forever Benefit, as stipulated herein, otherwise estoppel or laches shall forever bar any and all parties claiming an interest forever.**

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

**The united states of America, And In The Republic state Texas**

**NOTICE OF,**

**CERTIFICATE OF ACCEPTANCE OF DECLARATION OF LAND PATENT,**

**PATENT #1048 Dated January 31, 1856 (SEE ATTACHED PATENT),**

**Natural Person: Pawlik, Stephen**

**Mailing Address:**

c/o 1221 Charlotte Dr, McKinneyTexas, [ 75071 ]

**KNOW ALL YE MEN BY THESE PRESENT.**

That I, **Pawlik, Stephen**, 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. Schelmer, 64 U.S. (23 how.) 235 (1859)*]) "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, identified by the Texas General Land Office, based upon location and referenced under **Land PATENT #1048**, Dated **January 31, 1856** is as follows;

*In Collin County on the waters of Wilsons Creek about 6 ½ miles west of McKinney, known as the east half of section No. 18 in Township No. 5 North of the 1st base line, in range 2, east of the first meridian, by virtue of certificate No. 242. More commonly known as Patent No. 1048 Dated January 31, 1856, Abstract No. 70, File No. 001081, Volume No. 9, Certificate No. 242, containing 320 acres. (SEE ATTACHED PATENT FOR MEETS AND BOUNDS DESCRIPTION).*

Unless otherwise stated, I, **Pawlik, Stephen**, 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, **Pawlik, Stephen**, 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 #1048**, Dated **January 31, 1856**, 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 GRANT/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 #1048**, as established by The Texas General Land Office 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 **February 21, 2020**.

**The description of our assignment of land is as follows;**

*Lot 30, in Block U, of VIRGINIA HILLS ADDITON, PHASE FIVE, an Addition to the city of McKinney, Collin County, Texas, according to the map thereof recorded in Volume N, Page 661, of the Map Records of Collin County, Texas.*

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 #1048** Dated **January 31, 1856**. (SEE ATTACHED LAND PATENT)

At common Law, a **(60) day** posting period has been provided for challenges to this Land PATENT FOREVER BENEFIT. It is stipulated that, if after **(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 name so listed above FOREVER, otherwise laches 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 PATENTS.) "Nothing in this GRANT/PATENT can be changed by either party, nothing can be added, nor can anything be deducted" once the 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 **Pawlik, Stephen**, and his Heir(s) or Assignee(s) forever.

#### JURISDICTION

THE RECIPIENT HERETO IS MANDATED by Article IV, Sec. 3, Clause 2, the 9<sup>th</sup> and 10<sup>th</sup> Amendments with reference to the 7<sup>th</sup> 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: <http://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 ***Dartmouth College v. Woodward***-<http://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 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. <sup>1</sup> 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.** <sup>2</sup> 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. <sup>3</sup> 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. <sup>4</sup> 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, <sup>5</sup> such as the date of the entry, <sup>6</sup> to the date of

conveyance or deed, <sup>7</sup> to the first qualifying act which definitively located the boundaries of the claimed land so as to legitimately bar others from entering, <sup>8</sup> and to the inception of the equitable right upon which title is based <sup>9</sup>. **§249 Doctrine of relation back, Research References - West's Key Number Digest, Public Lands 114(2)**

PERFECTED LAND GRANT/PATENT, ESTATE RESTORED

**WHEREAS, I Pawlik, Stephen**, 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 #1048**, Dated **January 31, 1856;**

Now, the ownership interests as expressed in the attached deed, dated **February 21, 2020**, 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, 6<sup>th</sup> edition), the "ESTATE" then having been created for the ALL CAPITALIZATION 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 **Pawlik, Stephen**, 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 which is expressed in the attached deed, dated **February 21, 2020**, which is the subject of this Declaration of Land PATENT.

PERJURY JURAT

Pursuant to Title 28 USC sec. 1746 (1) and executed "without the United States", I **Pawlik, Stephen**, 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: \_\_\_\_\_



Stephen Pawlik

Date: 5/2/2024

## Texas 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 Texas

County of Collin

On MAY 2, 2024 before me, Judd Kearby Branch  
MANAGER

(name and title of the officer)

personally appeared, **Stephen Pawlik** who 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 capacities, and that by this signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

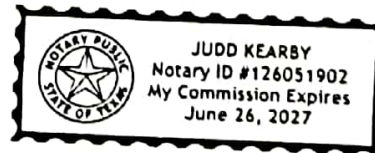
I certify under PENALTY OF PERJURY under the laws of the State of Texas, that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Judd Kearby

(seal)



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**General Warranty Deed**

**Date:** February 21, 2020

**Grantor:** Marisol Pawlik, as to her respective interest

**Grantor's Mailing Address:** \_\_\_\_\_

**Grantee:** Stephen R. Pawlik a/k/a Stephen Richard Pawlik

**Grantee's Mailing Address:** 1221 Charlotte Dr, McKinney TX 75071

**Consideration:**

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):**

Lot 30, in Block U, of VIRGINIA HILLS ADDITION, PHASE FIVE, an Addition to the City of McKinney, Collin County, Texas, according to the map thereof recorded in Volume N, Page 661, of the Map Records of Collin County, Texas.

**Reservations from Conveyance:** None.

**Exceptions to Conveyance and Warranty:**

Validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby fees, taxes, and assessments by any taxing authority for the year 2020 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Property is located; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; homestead or community property or survivorship rights, if any, of any spouse of Grantee; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (1) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (2) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (3) filled-in lands or artificial islands, (4) water rights, including riparian rights, or (5) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

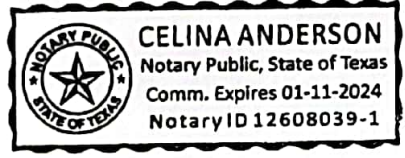
  
\_\_\_\_\_  
Marisol Pawlik


STATE OF TEXAS

COUNTY OF COLLIN

Before me, the undersigned Notary Public, on this day personally appeared Marisol Pawlik, proved to me through TX Drivers License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26<sup>th</sup> day of February, 2020.




  
\_\_\_\_\_  
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:  
Dorsett Johnson & Swift, LLP  
407 Throckmorton, Suite 500  
Fort Worth, Texas 76102

AFTER RECORDING RETURN TO:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
02/26/2020 03:17:25 PM  
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**TITLE RUNSHEET**

**Brief property description:**

Lot 30, in Block U, of VIRGINIA HILLS ADDITION, PHASE FIVE, an Addition to the city of KcKinney, Collin County, Texas, according to the map thereof recorded in Volume N, Page 661, of the Map Records of Collin County, Texas.

Tax ID# 2145012

<b>Certified Date:</b> 10/22/2023		<b>Date Completed:</b> 11/1/2023				
<b>Instrument</b>	<b>Vol/Page or Document No.</b>	<b>Instrument Date</b>	<b>Recording Date</b>	<b>Grantor</b>	<b>Grantee</b>	<b>Brief Property Description/Comments</b>
Patent No. 1048 Patent	Abstract 70 J/208	1/31/1856 1/31/1856	2/26/1856	Slate of Texas State of Texas	G.A Foote G. A. Foote	320 acres
Warranty Deed	L/306	3/9/1858	3/9/1858	G. A. Foote and wife, Eliza Z. Foote	James T. Coleman	320 acres
Warranty Deed	40/596	9/4/1889	9/4/1889	Jas T. Coleman and wife, A. E. Coleman	O. B. Coleman	110.63 acres
Warranty Deed	40/598	9/4/1889	9/4/1889	Jas T. Coleman and wife, A. E. Coleman	I. T. Coleman	114.76 acres
Warranty Deed	79/177	8/30/1897	8/30/1897	O. B. Coleman and wife, M. P. Coleman	James Marion Coleman	110.63 acres
Warranty Deed	98/418	2/16/1901	2/18/1901	J. M. Coleman and wife, S. V. Coleman	I. T. Coleman	110.63 acres
Warranty Deed	156/134	10/2/1908	2/2/1909	I. T. Coleman and wife, W. M. Coleman	T. S. Smith	110.63 and 114.76 acres
Warranty Deed	199/43	12/24/1912	12/24/1912	T. S. Smith and wife, S. A. Smith	J. P. Turner and W. M. Duncan	110.63 and 114.76 acres
Warranty Deed	191/136	8/31/1915	10/12/1915	J. P. Turner and W. M. Duncan	L. L. Hand	114.76 and 110.63 acres
Warranty Deed	223/434	8/8/1919	8/21/1919	L. L. Hand and wife, M. E. Hand	S. H. Abbott	114.76 and 110.63 acres
Sheriff's Deed	300/487	11/5/1935	11/26/1935	C. M. Abbott, et al by G. J. S. Walker, Sheriff	Bankers Life Company	114.76 and 110.63 acres
Warranty Deed	340/469	7/26/1943	8/3/1943	Bankers Life Company	L. E. Chlck	114.76 and 110.63 acres
Warranty Deed	356/314	11/19/1945	11/21/1945	L. E. Chlck and wife, Stella Jordan Chlck	L. W. Hall and wife, Irma Hall	114.76 and 110.63 acres
Warranty Deed	410/559	1/31/1950	1/31/1950	L. W. Hall and wife, Irma Hall	J. S. Bates	114.76 and 110.63 acres
Probate Proceedings	#8722	1/1/1972	1/1/1972	Estate of John S. Bates, Deceased	The Public	NO COPY OBTAINED
Probate Proceedings	#9052	1/1/1973	1/1/1973	Estate of Lillian C. Bates, Deceased	The Public	NO COPY OBTAINED

Warranty Deed	1118/686	6/29/1978	7/5/1979	Nancy Lee Bates Staples, Individually and as Independent Executrix of the Estate of Lillian C. Bates, Deceased and John Staples	Prestonwood West No. 1 Land Corporation	222.581 acres
Special Warranty Deed	1124/123	7/27/1978	7/31/1978	Prestonwood West No. 1 Land Corporation	E. R. Haggar	222.581 acres
Special Warranty Deed	95-0080983	10/25/1995	10/3/1995	E. R. Haggar	Custer Investments, Inc.	222.595 acres
Special Warranty Deed	4298/2290	11/17/1998	11/19/1998	Custer Investments, Inc.	Hillwood RLD, L.P.	158.000 acres
Special Warranty Deed	4740/2246	8/24/2000	8/28/2000	Hillwood RLD, L.P.	MHI Partnership, Ltd.	37.1153 acres
Plat and Dedication	N-661	12/5/2001	1/30/2002	MHI Partnership, Ltd.	The Public	Virginia Hills Addition
Special Warranty Deed	5234/3586	8/8/2002	8/16/2002	MHI Partnership, Ltd.	KB Home Lone Star, L.P.	
Special Warranty Deed	5638/1439	3/26/2004	3/31/2004	KB Home Lone Star, L.P.	Stephen R. Pawlik and wife, Marisol H. Pawlik	
General Warranty Deed	20200226000273870	2/21/2020	2/26/2020	Marisol Pawlik	Stephen R. Pawlik a/k/a Stephen Richard Pawlik	

**This information is provided with the understanding that no warranty, guaranty or opinion as to the title to the subject property is intended or implied. No liability in excess of the amount charged for this information is assumed by the preparer.**



Texas General Land Office, Austin, Texas NOV 06 2023

I, Dawn Buckingham, M.D., Commissioner of the Texas Land Office of the State of Texas, do hereby certify that on the reverse hereof is a true and correct copy of this instrument now on file in this office together with all endorsements thereon

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of said office the day and date first above written

  
Dawn Buckingham, M.D. Commissioner of the Texas General Land Office