

## **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: **Timothy Mesaros**  
Address: **c/o 2693 S Stevens Rd  
Greenbush, Michigan [ 48738 ]**

E-mail: **tmesaros@protonmail.com**  
Phone: **989-572-6141**

### Notice 2

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

### Notice 3

I, **Timothy Mesaros** have the summary of the chain of title included in this file.

### Notice 4

This document of the public posting has a total of 11 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 by 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 Michigan**

**NOTICE OF,**

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

**LAND PATENT #81807, Dated May 5, 1864 (SEE ATTACHED PATENT),**

**Natural Persons:** Timothy Mesaros and Mary Mesaros

**Mailing Address:**

Timothy Mesaros

c/o 2693 S Stevens Rd

Greenbush, Michigan [ 48738 ]

## **KNOW ALL YE MEN BY THESE PRESENT:**

That We, **Timothy Mesaros** and **Mary Mesaros** do hereby certify and declare that we are "Assignees" at law in the LAND PATENT named and numbered above; that we have brought forward said **LAND PATENT Forever Benefit**, in our names as it pertains to the land described below. See [*Hooper et. Al v. Scheimer, 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, as identified by the Bureau of Land Management (BLM), based upon the original surveyed location and referenced under the **LAND PATENT #81807**, Dated **May 5, 1864** is as follows;

***The West half of the North West Quarter and the West half of the South West Quarter of Section Ten in Township Twenty five North of Range Nine East, containing one hundred and sixty acres. Issued to the heirs of William L Farrow on May 5, 1864.***

(SEE ATTACHED PATENT).

Unless otherwise stated, we, **Timothy Mesaros** and **Mary Mesaros**, have individual knowledge of matters contained in this Certificate of Acceptance of Declaration of PATENT. We are fully competent to testify with respect to these matters.

We, **Timothy Mesaros** and **Mary Mesaros**, are Assignees at Law and bona fide subsequent Assignees by contract, of a certain legally described portion of LAND PATENT under the original, certified **LAND PATENT #81807**, Dated **May 5, 1864**, 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 we have been assigned the entire tract of land as described in the original PATENT. Our 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 #81807**, as established by Bureau of Land Management (BLM) via the attached certified LAND PATENT. Together, the deeds below 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 **August 6, 1982** with respect to the transfer of equitable interest to **Timothy Mesaros**, and **July 5, 2005** with respect to joint ownership of the equitable interest to **Timothy Mesaros** and **Mary Mesaros** as a result of the subsequent Quit Claim Deed.

**The description of my assignment of LAND is as follows;**  
***Lot #36 of Alkan Acres Subdivision, according to the recorded plat thereof as recorded in Liber 2, Pages 79-80 of Alcoa County Records.*** (SEE ATTACHED DEED)

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 #81807** Dated **May 5, 1864**. (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 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 PATENTS.) "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 **Timothy Mesaros and Mary Mesaros**, and their 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:** <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 **(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. <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).**

## ESTATE RESTORED, NO TAXATION AUTHORITY, PERFECTED LAND PATENT

**WHEREAS**, we, **Timothy Mesaros** and **Mary Mesaros**, sometimes residing at **2693 S Stevens Rd, Greenbush, Michigan**, hereby make lawful claim to the Allodial LAND PATENT FOREVER BENEFIT in our names, said land described above and in the attached deeds, representing equitable interest which is the subject of this LAND PATENT forever benefit, said claim shall be considered henceforth perfected in our names as Assignees, and all future claims by others against this land shall be forever waived;

**WHEREAS**, the ownership interests as expressed in the attached deed, dated **August 6, 1982**, 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 **Timothy Mesaros** and **Mary Mesaros**, 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 **August 6, 1982** and **July 8, 2005** which are the subject of this Declaration of LAND PATENT.

**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 #81807, Dated May 5, 1864**;

**PERJURY JURAT**

Pursuant to Title 28 USC sec. 1746 (1) and executed "without the United States", we, **Timothy Mesaros** and **Mary Mesaros**, 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 our belief and informed knowledge. And further deponents saith not. We now affix our autograph of the above affirmations with EXPLICIT RESERVATION OF ALL OF OUR UNALIENABLE RIGHTS, WITHOUT PREJUDICE.

Respectfully By: *Timothy F Mesaros*  
**Timothy F Mesaros**

Date: *May 8 2024*

Respectfully By: *Mary Mesaros*  
**Mary Mesaros**

Date: *May 8, 2024*

## Michigan 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 Michigan )  
County of Alcona )  
the united states of America )

On May 8, 2024 before me, **Timothy Mesaros** and **Mary Mesaros**, personally appeared and proved to me, based on satisfactory evidence to be the persons whose names are subscribed to the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

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

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

Stacey A. Hall

Signature and Title of Administering Officer

Notary Public

My Commission Expires: 09 / 25 / 2026

Stacey A. Hall  
Notary Public, State of Michigan  
County of Alcona  
My Commission Expires on 09/25/2026  
Acting in the County of Alcona  
(Seal)

21

KNOW ALL MEN BY THESE PRESENTS: That Frank Sunday and Theresa F. Sunday, husband & wife whose address is 2801 E. Mikado, Reed, Mikado, Michigan 48745

Convey(s) and Warrant(s) to Timothy F. Mesaros, a single man whose address is 2693 S Stevens Greenbush, MI 48728

the following described premises situated in the Township of Greenbush County of Alcona and State of Michigan, to-wit:

Lot #36, of "Alcon Acres", a recorded subdivision as recorded in Alcona County records.

CERTIFIED TO BE A TRUE & EXACT COPY OF ORIGINAL

TM 3-7-2023

for the full consideration of Two Thousand Five Hundred Dollars 00/100...(\$2,500.00)

subject to Restrictions and Reservations of record

RECORDED

D-Liber 190 Pg 844

MAR 8 2 21 PM '83

Dated this 6th day of August 19 82

Signed and Sealed

William F. Emke (Witness signature)

William F. Emke

Frank Sunday (Signature)

Frank Sunday (L.S.)

Herbert E. Stowell (Witness signature)

Herbert E. Stowell

Theresa F. Sunday (Signature)

Theresa F. Sunday (L.S.)

STATE OF MICHIGAN COUNTY OF Alcona ss.

The foregoing instrument was acknowledged before me this 6th day of August 19 82

by Frank Sunday and Theresa F. Sunday

My commission expires

February 10th, 1986

Herbert E. Stowell (Notary Signature)

Herbert E. Stowell

Notary Public Iosco County, Michigan

Prepared by State Wide Real Estate

Address 2693 S. Stevens, Greenbush, Michigan 48728

ALCONA CO. HARRISVILLE, MICH. Aug 10, 19 82. I hereby certify that there are no tax liens or titles held by the State on lands described herein, and that there are no tax liens or titles held by individuals on said lands, for the five years preceding the 6th day of August, 19 82, and that all taxes for said five years are paid as shown by the records of this office. This certificate does not apply to taxes, if any, now in process of collection by township, city or village treasurers.

County Treasurer (Signature)

MICHIGAN City Treasurer's Certificate TRANSFER TAX \$02.75

Recording Fee State Transfer Tax 2.75 P.N.T.I. Ins. No.

When recorded return to Timothy F. Mesaros Send subsequent tax bills to: Timothy F. Mesaros 2693 S Stevens, Greenbush, MI 48728

Tax Parcel No. 01-041-100-000-036-00



Instrument Liber Page  
200500003437 DR 420 585

200500003437  
Filed for Record in  
ALCONA COUNTY MICHIGAN  
KAREN V HEALY  
07-14-2005 At: 09:04 am.  
QUIT C DEED 14.00  
OR Liber 420 Page 585 - 585

**QUIT-CLAIM DEED**

The Grantor(s), Timothy F. Mesaros and Mary Mesaros, husband and wife, whose address is 40928 Pickett Ridge Street, Sterling Heights, Michigan 48313

Quit Claim(s) to Timothy F. Mesaros and Mary Mesaros, husband and wife, whose address is 40928 Pickett Ridge Street, Sterling Heights, Michigan 48313

the following described premises situated in the Township of Greenbush, County of Alcona, and State of Michigan:

Lot 36 of Alkan Acres Subdivision, according to the recorded plat thereof as recorded in Liber 2, Pages 79-80 of Alcona County Records

for the sum of ZERO DOLLARS (\$0.00) as full consideration.

This instrument is exempt from the state real estate transfer tax pursuant to M.C.L. 207.526(a)  
This instrument is exempt from the county real estate transfer tax pursuant to M.C.L. 207.505(A)

Dated this 8<sup>th</sup> day of July, 2005

Timothy F. Mesaros  
Timothy F. Mesaros

Mary Mesaros  
Mary Mesaros

STATE OF MICHIGAN )  
COUNTY OF ) ss:

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of July, 2005, by Timothy F. Mesaros and Mary Mesaros, husband and wife.

(Notary Seal)

Rebecca L. Schemanske  
Rebecca L. Schemanske, Notary public  
State of Michigan, County of Alcona  
My commission expires May 31, 2007  
Acting in the County of Alcona

Send Subsequent Tax Bills and When Recorded  
Return To: Grantee

Prepared by: Landmark Title Corp.  
By: Robert K. Myles (P36055)  
109 S. State Street  
Oscoda, MI 48750

Tax Parcel #041-100-000-036-00      Recording Fee \$14.00      Transfer Tax \$0.00

File #376d/rls

This deed prepared upon information as provided by the Grantor. No title examination has provided to Drafter.

SUMMARY OF CHAIN OF TITLE

|   |    |   | DATE   |                     |    |
|---|----|---|--|---------------------|----|
| USA-Patent # 81.807   | TO | Crosier Davison   | May 5, 1864  |                     | 1  |
| Crosier Davison & Mary Jane, wf   | TO | Elisha Mors & George S. Weaver                                    | This entry was listed in the Abstract Title Liber Tr. 1 pg 276 Warranty Deed July 26, 1866 but was not found to be in Liber 1 or 2 book nor was the entry located in the Grantee/Grantor books. An extensive search was performed with no results. The Abstract Title notes: "Conveys land in caption & other land."                             |                     |    |
| Elisha Mors & Charlott, wf  | TO | Alexander McDougall   | This entry was listed in the Abstract Title Liber Tr. 1 pg 355 Warranty Deed Jan 5, 1866 but was not found to be in Liber 1 or 2 book nor was the entry located in the Grantee/Grantor books. An extensive search was performed with no results. The Abstract Title notes: "Conveys an undivided 1/3 interest in land in caption & other lands". |                     |    |
| George S. Weaver & Sarah A., wf   | TO | Elisha Mors   | Warranty Deed April 24, 1869   | Liber 2 pg 140-141  | 2  |
| Alix McDougall & Catherine A. wf  | TO | Elisha Mors, Charles H. Mors & Thomas Miles.                      | Warranty Deed October 23, 1873   | Liber 2 pg 297-299  | 3  |
| Thomas Miles & Maria L. wf  | TO | Elisha Mors   | Quit Claim Deed June 1, 1874   | Liber 2 pg 451      | 4  |
| Charles H. Mors & Cornelia F. wf  | TO | Elisha Mors   | Quit Claim Deed June 1, 1874   | Liber 2 pg 454-455  | 5  |
| Elisha Mors & Charlott, wf  | TO | Joshua Mors   | Quit Claim Deed June 1, 1874   | Liber 2 pg 456      | 6  |
| Elisha Mors & Charlott, wf  | TO | Charles H. Mors   | Quit Claim Deed June 1, 1874   | Liber 2 pg 459      | 7  |
| Elisha Mors, Charles H. Mors, Cornelia F. wf & Joshua Mors                          | TO | Joseph VanBuskirk   | Warranty Deed January 11, 1884   | Liber 8 pg 61-64    | 8  |
| Joseph VanBuskirk & Mary L. wf  | TO | George H. Stevens   | Warranty Deed November 3, 1885   | Liber 7 pg 390      | 9  |
| Joseph VanBuskirk   | TO | Mary L. VanBuskirk  | Warranty Deed February 16, 1904  | Liber 27 pg 172     | 10 |
| Charles H. Mors, widower Rachel A. Brewster, as sole heirs of Elisha Mors, deceased | TO | Mary L. VanBuskirk  | Quit Claim Deed January 17, 1910   | Liber 28 pg 540-541 | 11 |
| George H. Stevens   | TO | George T. Stevens, as executor of estate                          | Will Dated July 8, 1913  | Liber 36 pg 431-432 | 12 |
| Grace Baucus  | TO | George T. Stevens   | Warranty Deed December 14, 1914  | Liber 49 pg 502     | 13 |
| Dallus Ford & Ada Ford wf   | TO | William Mason & Clara Mason, wf-Wellington Kane & Ruth I Kane wf. | Land Contract April 14, 1969   | Liber 138 pg 70     | 14 |
| William Mason & Clara Mason, wf   | TO | Wellington S. Kahn & Ruth I Kahn, wf                              | Land Contract April 14, 1969   | Liber 138 pg 71-73  | 15 |
| William Mason & Clara Mason, wf   | TO | Wellington S. Kahn & Ruth I. Kahn, wf, Dallus Ford & Ada Ford, wf | Warranty Deed July 30, 1969  | Liber 138 pg 237    | 16 |
| Wellington S. Kahn & Ruth I. Kahn, wf & Dallus Ford & Ada Ford, wf                  | TO | Jeanne E. McDonald a single woman                                 | Warranty deed October 9, 1973  | Liber 153 pg 567    | 17 |
| Jeanne E. McDonald  | TO | Michael C. Kahn & Mieke Kahn, wf                                  | Warranty deed June 11, 1974  | Liber 155 pg 617    | 18 |
| Michael Kahn & Mieke Kahn, wk   | TO | Donald J. Lenick a single man                                     | Warranty deed June 3, 1980   | Liber 179 pg 783    | 19 |
| Donald J. Lenick, a single man  | TO | Frank Sunday & Theresa Sunday, wf                                 | Warranty deed September 5, 1981  | Liber 187 pg 566    | 20 |
| Frank Sunday & Theresa Sunday, wf   | TO | Timothy Mesaros, a single man                                     | Warranty deed August 6, 1982   | Liber 190 pg 844    | 21 |
| Timothy Mesaros & Mary Mesaros wf   | TO | Timothy Mesaros & Mary Mesaros wf                                 | Quit Claim deed July 8, 2005   | Liber 420 pg 585    | 22 |



THE UNITED STATES OF AMERICA

Grant to whom these Presents shall come, Granting

WHEREAS: In pursuance of the Act of Congress, approved March 3, 1865, entitled "An Act in addition to certain Acts granting Bounty Land to certain Officers and Soldiers who have been engaged in the military service of the United States," there has been deposited in the GENERAL LAND OFFICE, Warrant No. 81,807 for 160 acres, in favor of William S Farrow, minor child of William H Farrow, deceased, Private, Captain Gagnon's Company, South Carolina Militia, War 1872,

with evidence that the same has been duly located upon the West half of the North West Quarter, and the West half of the South West Quarter of Section Ten, in Township Twenty five North of Range Nine East, in the District of Lands subject to sale at East Saginaw Michigan, containing one hundred and sixty acres

according to the Official Plat of the Survey of said Lands returned to the GENERAL LAND OFFICE by the SURVEYOR GENERAL the said Warrant having been assigned by the said William S Farrow to Brozier Davison, in whose favor said Tract has been located

NOW KNOW YE, That there is therefore granted by the UNITED STATES unto the said Brozier Davison, as Assignee, as aforesaid, and to his heirs

the tract of Land above described: TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said Brozier Davison, as Assignee, as aforesaid, and to his

heirs and assigns forever.

In testimony whereof, I, Abraham Lincoln PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made Patent, and the SEAL OF THE GENERAL LAND OFFICE to be hereunto affixed.

GIVEN under my hand, at the CITY OF WASHINGTON, the Fifth day of May in the year of our Lord one thousand eight hundred and Sixty Four, and of the INDEPENDENCE OF THE UNITED STATES the Eighty Eighth

BY THE PRESIDENT: Abraham Lincoln

By W. D. Stoddard Sec'y.

J. McEvoy Recorder of the General Land Office.

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