



RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

ELIZABETH A. SCHERMER
8406 6th AVE NW
SEATTLE, WA 98117

DECLARATION OF GRANTEE'S/ASSIGNEE'S NOTICE AND CLAIM OF "FOREVER" BENEFIT OF ORIGINAL LAND GRANT/PATENT

KNOW ALL MEN BY THESE PRESENTS, that I, ELIZABETH A. SCHERMER, do hereby certify and declare that I hold, in Fee Simple/Allodium, the below described land. I accept and claim the "forever" benefit of the Land Grant/Patent that granted all incidents of ownership held by the Grantor to DAVID FRANKLIN the original grantee, his heirs and assigns forever, being United States Land Grant/Patent Account Number 4211, dated March 7, 1892 and any applicable application and certificate numbers. This is formal notice that the Grant has been acknowledged, delivered, and accepted, only as it pertains to the land described herein and that I have taken possession lawfully, as assignee in the chain of title from the original Land Grant/Patent, and do occupy the land.

- 1) THE CHARACTER OF SAID PROPERTY SO CLAIMED BY PATENT, and legally described and referenced under Grant/Patent listed above is:

The Southeast Quarter of the Northeast Quarter (SE¼ NE¼) of Section Thirty-Two (32), and the Southwest Quarter of the Southwest Quarter (SW¼ SW¼) and the Southeast Quarter of the Southeast Quarter (SE¼ SE¼) of Section Thirty-Three (33), all in Township Thirty North (T30N), Range Three East (R3E) of the Willamette Meridian, situated in Island County, State of Washington, containing one hundred twenty (120) acres, more or less.

The above land description is excepting any public contracts that may infringe on the reasonable and necessary rights of relevant land owners. This description is also excepting infringement on the sovereign rights of the Grantee as a matter of principle under common law. Any such infringement of sovereign unalienable rights as protected by the Constitution of the United States of America, c. 1787, as amended by the first ten Amendments, known as the Bill of Rights, c. 1791, is declared excluded, null and void.

The above land description is accepting any private contracts that may benefit the reasonable and necessary rights of relevant land owners.

This is notice of my Preemptive Right to possess my land pursuant to the Declaration of Independence [1776], Law of Nations, Treaty of Peace with Great Britain [8 Stat. 80], known as the Treaty of Paris [1793], An Act of Congress [3 Stat. 566, April 24, 1824], The Oregon Treaty [9 Stat. 869, June 15, 1846],

The Homestead Act [12 Stat. 392, 1862], and 43 USC sections 57, 59 and 83. The Grantee/Assignee is mandated, pursuant to Article VI, Sections 1, 2, and 3, Article IV, Section 1, Clauses 1 and 2; Section 2, Clauses 1, 2; Section 4; the 4th, 7th, 9th and 10th Amendments [United States Constitution 1781-91], and numerous legislated positive laws, to accept and acknowledge the grant by the original Land Grant/Patent to the original grantee of title in Fee Simple/Allodium, by taking delivery, taking possession, occupying and accepting title in the chain of title from the original grantee of title. Land Grant/Patent Assignee accepts said title as Perfect Title. This is my formal Declaration that this process is lawfully executed and completed, being effective, *nunc pro tunc*, from June 28, 1930.

This is the only lawful method that Perfect Title can be held in my name. Nothing passes a perfect title to public lands ... but a patent. See *Wilcox v. Jackson*, 13 U.S. (13 Pet.) 498, 10 L.Ed. 264. All questions of fact decided by the General Land Office are binding everywhere, and injunctions and mandamus proceedings will not lie against it. See *Litchfield v. The Register*, 9 U.S. (Wall.) 575, 19 L. Ed. 681. This document is instructed to be attached to all deeds and/or conveyances in the name of the above party and to never be separated from them. The required recording of this document, in a manner known as *nunc pro tunc* is mandated, and endorsed by United States Positive Supreme Law and cited by case history in this document.

The notice and effect of a Land Patent or Grant of Public Land is a Public Law standing on the books of the State of Washington, Thurston County and is notice to every subsequent purchaser under any conflicting sale made afterward (the date of the original Land Grant/Patent). See *Wineman v. Gastrell*, 54 F. 819, 4 CCA 596, 2 U.S. App. 581. *Wilcox v. Jackson*, 13 U.S. (13 Pet.) 498, 10 L.Ed. 264.

Where the United States has parted with title by a patent legally issued upon surveys legally made by itself and approved by the proper department, the title so granted cannot be impaired by any subsequent survey made by the government for its own purposes. *Cage v. Danks*, 13 La. Ann. 128.

EJECTMENT—In the case of ejectment, where the question is who has legal title, the patent of the government is unassailable. *Sanford v. Sanford*, 139 U.S. 642, 35 L.Ed. 290.

LEGAL TITLE—The patent vests the legal title in the patentee and is conclusive evidence of title. *Gibson v. Chouteau*, 80 U.S. 92, 20 L.Ed. 534.

TRANSFER OF PATENTEE—Title and rights of bona fide purchaser from patentee will be protected. *U.S. v. Debell*, 227 F. 760 (C8 SD 1915); *U.S. v. Beaman* (1917 C8 Colo) 242 F. 876, 43 USCA ss15.

IMMUNITY FROM COLLATERAL ATTACK—A lawful Land Patent is immune from collateral attack once issued. *Collins v. Bartlett*, 44 Cal. 371 (1872); *Webber v. Pere Marquette Boom Co.*, 62 Mich. 626, 30 N.W. 469 (1886); *Suret v. Doe*, 24 Miss. 118 (1852); *Pittsburg Copper Co. v. Vanina*, 71 Mont. 44, 227 P. 45 (1924); *Green v. Barker*, 47 Neb. 934, 66 N.W. 1032 (1896).

A patent for land is the highest evidence of title and is conclusive evidence against the Government and all claiming under junior patents or titles. *U.S. v. Stone*, 69 U.S. (2 Wall.) 525 (1864). Estoppel is hereby noticed and has been maintained as against a municipal corporation (County). *Beadles v. Smyser*, 209 U.S. 393 (1908). Until it issues, the fee remains with the Government, which by patent passes to the grantee, who is entitled to enforce possession in ejectment. *Bagnell v. Broderick*, 38 U.S. (13 Pet.) 436 (1839). State statutes that give lesser authoritative ownership of the title than a patent cannot even be brought in federal court. *Langdon v. Sherwood*, 124 U.S. 74, 80 (1888). The power of congress to disposed of its land cannot be interfered with, or its exercise embarrassed by any state legislation, nor

can such legislation deprive the grantee of the possession and enjoyment of the property granted by reason of any delay in the transfer of the title after the initiation of proceedings for its acquisition. *Gibson v. Chouteau*, 80 U.S. (13 Wall.) 92, 93 (1871).

LAND TITLE AND TRANSFER—The existing system of land transfer is a long and tedious process involving the observance of many formalities and technicalities, a failure to observe any one of which may defeat the title, even where these have been traced to its source. The purchaser must be at his peril, there always being, in spite of the utmost care and expenditure, the possibility that his title may turn out bad. Yeakle, *Torrens System*, 209. Patents are issued (and theoretically passed) between Sovereigns. *Leading Fighter v. County of Gregory*, 230 N.W.2d. 114, 116.

THE PATENT IS PRIMA FACIE CONCLUSIVE EVIDENCE OF TITLE. *Marsh v. Brooks*, 49 U.S. 223, 233.

An estate in inheritance without condition belonging to the owner and alienable by him, transmissible to his heirs absolutely and simply, is an absolute estate in perpetuity and the largest possible estate a man can have, being in fact allodial in its nature: *Stanton v. Sullivan*, 63 R.I. 216, 7 A. 696. The original meaning of a "perpetuity" is "an inalienable, indestructible interest." *Bouvier's Law Dictionary*, Vol. 3, pg. 2570 (1914).

NOTICE: The below signed Grantee/Assignee is, in fact, through perfected title by Land Grant/Patent, the lawful owner of the above-described land, held in Fee Simple/Allodium, including all appurtenances and hereditaments. If this Land Grant/Patent is not challenged within sixty (60) days in a court of law by someone, it then becomes my property, as no one has followed the proper steps to get legal title, the final certificate or receipt acknowledging the payment in full by a homesteader or preemptor is not legal effect a conveyance of land. *U.S. v. Steenerson*, 50 F. 504, 1 CCA 522, 4 U.S. App 332. As such, said land remains unencumbered, free and clear, without liens or lawfully attached in any way, and is hereby declared to be private land and private property, not subject to any commercial forums (e.g., Uniform Commercial Code) whatsoever.

A Land Patent is conclusive evidence the Patent has complied with the Act of Congress as concerns improvements on the land, etc. *Jenkins v. Gibson*, 3 La. Ann. 203. I believe there is no evidence to the contrary. *U.S. v. Steenerson*, 50 F. 504, 1 CCA 552, 4 U.S. App 332.

LAW ON RIGHTS, PRIVILEGES AND IMMUNITIES—When land title is transferred by patentee, Title and Rights of bona fide purchaser from patentee will be protected. *U.S. v. Debell*, 227 F. 760 (C8 SD 1915); *U.S. v. Beaman*, 242 F. 876 (C8 Colo. 1917); *State v. Hewitt Land Company*, 74 Wash. 573, 134 P. 474, from 43 U.S.C. and 15 n.44. An Assignee, whether he is the first, second or third party to the title is conveyed, shall lose none of the original rights, privileges or immunities of the original owner of the Land Grant/Patent. No state shall impair a private contract. United States Constitution, Article I, Section 10.

In Federal Courts, the Land Patent is held to be the foundation of title at law. *Penn v. Holmes*, 21 How. 481.

Failure of any lawful party in interest to bring forward a lawful challenge to this Notice of Claim and Declaration of Grantee's "Forever" Benefit of Original Land Grant/Patent, as stipulated herein, will be deemed accepted by any and all parties of interest. Failure to make a lawful claim, as indicated herein, within ninety (90) calendar days of this notice, will be Final Judgment. Herein Fail. No claim against my allodial estate as described herein and will be Final Judgment. Herein Fail.

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

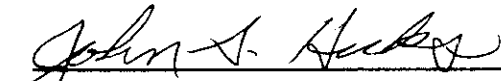
On this 31st day of March, 2025, I, ELIZABETH A. SCHERMER, do hereby depose and say: I am Grantee/Assignee in the within Declaration of Notice and Claim of "Forever" Benefit of Original Land Grant/Patent, that I have read and know the contents thereof, and that the matters therein stated are true to my knowledge; and I do state that the above cited facts are true or believed by me to be true and correct.


 ELIZABETH A. SCHERMER - Grantee

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

On this 31st day of March, 2025, before me, the undersigned Notary Public in and for said Washington State, personally appeared ELIZABETH A. SCHERMER, known to me, or produced satisfactorily evidence that he is the individual whose name is subscribed to the within instrument, and who duly acknowledged to me that he executed the same. Purpose of Jurat is for the oaths and identification only and cannot be used to indicate entry into any foreign jurisdiction.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.


 Notary Public
 Printed Name: JOHN S. HICKS
 My Commission Expires: 9/1/25

