

701453

AFFIDAVIT

Vol 1433 PAGE 411

Document Number

Document Title

RECORDED

2002 JAN 30 PM 4:30

[] County)
) SS
State of Wisconsin)

Ronald W. Vauf
REGISTER OF DEEDS
OSHAUKEE COUNTY, WI

I, Steven Alan Magritz, Affiant herein, states that he over the age of twenty-one (21) years, a competent witness that the facts contained herein are true, correct, certain, and not misleading to the best of Affiant's first hand knowledge under the penalties of perjury pursuant to the Laws of The state of Wisconsin and under full commercial liability.

Recording Area

Name and Return Address

Steven-Alan: Magritz
[c/o W3797 Shady Lane] *3107*
Saukville
Wisconsin
in the united States of America

Affiant states that the instruments attached hereto for recording shall be referenced with previous Documents recorded at the Register of Deeds, Ozaukee County, Wisconsin, including but not limited to documents numbered 690081, 688709, 692784, 693378, 691601, 690214, 690080, 681666, 681667, 677834, 674178, 675781, 675637, 685051, 677585, 650771, 682591, 698039, 698040, 698041, 698042, and 698440 which are incorporated herein in their entirety by reference as if fully reproduced herein.

04-034-09-001.00 *

Parcel Identification Number (PIN)

Attached hereto and incorporated herein are copies of a Formal Certificate of Protest #LDPS011224, an Affidavit of Negative Averment in Support, and Certificates of Mailing, PS Form 3877. Also attached hereto and incorporated Herein are copies of a Formal Certificate of Protest #LDPS013002GRND, an Affidavit of Negative Averment in Support, and Certificates of Mailing, PS Form 3877.

Further Affiant saith naught,

[]
Steven Alan Magritz, Secured Creditor

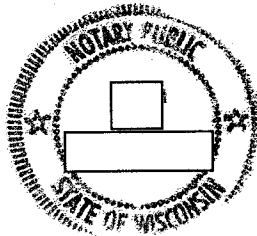
January 30, 2002
date

This Affidavit, consisting of 1 page, was sworn and subscribed before me, a Notary Public for the State of Wisconsin, by Steven Alan Magritz, who after affirming to the truthfulness of the matter herein did affix his signature on this the 30th day of January, 2002 AD.

[]

Notary Public
My Commission expires *February 15, 2004*

EX
J



STATE OF WISCONSIN }
OZAUKEE COUNTY } 98

I certify that this is a true and correct copy of a document on file and of record in my office and has been compared by me.

[Signature]
Register of Deeds (Deputy)

Formal Certificate of Protest

 Notary Public of the State of Wisconsin
 #LDPS013002GRND

State of Wisconsin

County of Washington) SS

On this the 30th day of January, in the year of our Lord two thousand and two, before me, [redacted], a duly empowered notary public in and for the County of [redacted], State of Wisconsin, personally appeared Steven-Alan: Magritz, Power of Attorney in Fact for, and Secured Party-Creditor of the vessel called "Steven A. Magritz"; Priority Claimant; Wisconsinite, and declared the following as evidenced by the Affidavit of Negative Averment and documentation attached hereto and incorporated herein by reference.

Definition: The Secured Party-Creditor property, the parcel of ground (earth) [land] from which Steven-Alan: Magritz (Secured Party-Creditor) was removed by force of arms without claim, is 62.25 acres located in the town of Fredonia, county of Ozaukee, Wisconsin state, is a subset of lands described in Land Patents 1435 and 672 granted in 1837 and 1840 respectively by Martin Van Buren, and is specifically described in document number 435131, vol. 683, page 211, in the office of the Register of Deeds of Ozaukee County as follows:

Forty-seven (47) acres, more or less, situated in Government Lots 8 and 9 in Fractional Section 34, Town 12 North, Range 21 East, in the town of Fredonia, Ozaukee county, Wisconsin, more particularly bounded and described as follows: Commencing at a point located 800 feet North of the South line of Government Lot 9 and 35 feet East of the West line of said Government Lot 9; the boundary line of said 47 acres running thence North 0° 59' East 570 feet to a point; thence East parallel to the North line of said Government Lot 9, 1737 feet, more or less, to the West shoreline of the Milwaukee River; thence Southerly along the West shoreline of the Milwaukee River, 1600 feet more or less, to a point in the South line of Government Lot 9; thence West to a point in said South line 700 feet East of the Southwest corner of Government Lot 9; thence North 0° 59' East 800 feet to a point; thence West parallel to said South line 665 feet to the point of beginning. And, thirteen (13) acres, more or less, situated in Government Lots 8 and 9 in Fractional Section 34, Town 12 North, Range 21 East, in the town of Fredonia, Ozaukee county, Wisconsin, more particularly bounded and described as follows: Commencing at the Southwest corner of said Lot 9, said point being 1320 feet East of the Southwest corner of Fractional Section 34; thence North 0° 59' East on a line 1320 feet East of and parallel to the West line of Fractional Section 34 aforesaid 1370 feet to a point; thence East on a line parallel to the South line of Government Lot 9, 35.00 feet to a point; thence South in a line parallel to the West line of said Fractional Section 34, 570.00 feet to a point; thence East in a line parallel to the South line of said Government Lot 9, 665.00 feet to a point; thence South in a line parallel to the West line of said Fractional Section 34, 800.00 feet to a point in the South line of said Government Lot 9; thence West along the said South line of said Government Lot 9, 700.00 feet to the place of beginning; also the following described land, situated in Ozaukee county, Wisconsin, to-wit: The North 1320 feet of the East 33 feet of the West One-half of the Southwest 1/4 of Section 34, Town 12 North of Range 21 East, in the town of Fredonia, Ozaukee county, Wisconsin, all South of the town road. And, the East 33.00 feet of the West 1287.00 feet of the North 1485.00 feet of the Southwest 1/4 of Section 34 and the East 33.00 feet of the West 1320.00 feet of the South 165.00 feet of the North 1485.00 feet of the Southwest 1/4 of Section 34, Town 12 North, Range 21 East, in the town of Fredonia, Ozaukee county, Wisconsin, containing 1.25 acres of land, more or less. All south of the town road.

That the Secured Party-Creditor has conditionally accepted upon proof of claim numerous commercial offers from Ozaukee County, the Board of Supervisors of Ozaukee County, the Taxation and General Claims Committee of Ozaukee County, Karen L. Makoutz dba Treasurer, Dennis E. Kenealy dba attorney, Joseph D. McCormack dba Honorable, Jeffrey S. Schmidt dba Clerk of Court, Maury A. Straub, dba Sheriff, and all thirty-two (32) men and women dba Supervisors of Ozaukee County, including but not limited to the Complaint in Ozaukee County case no. 01-CV-58-B3, the Judgment in case no. 01-CV-58-B3, the Summons and Complaint in Ozaukee County case no. 01-SC-00669, and the Order and Writ of Restitution in case no. 01-SC-00669.

That the aforesaid persons and the thirty-seven men and women failed to show proof of claim and have been given notice of fault and granted opportunity to cure. Their dishonors have been evidenced by Formal Certificates of Protest by a Notary Public for the State of Wisconsin and recorded in the office of the Ozaukee County Register of Deeds.

That the aforesaid administrative process, the standing of the parties, the character of the parties as either Debtor or Creditor, the acceptances, faults, and Protests or Third Party Affidavits, and Letters Rogatory have been evidenced in the public record which is incorporated herein by

reference in its entirety, including but not limited to documents recorded in the office of the Register of Deeds, Ozaukee County, Wisconsin, numbered 576044, 650771, 650772, 674178, 675637, 675781, 676317, 677585, 677834, 681666, 681667, 682591, 685051, 687553, 688709, 690080, 690081, 690214, 691601, 692784, 693378, 398039, 698040, 698041, 698440, 698699, and UCC filing #234961 et seq., documents filed with the Wisconsin Department of Financial Institutions, #01881263 et seq., and documents published in the Ozaukee Press as evidenced by affidavits from the publisher of the Ozaukee Press.

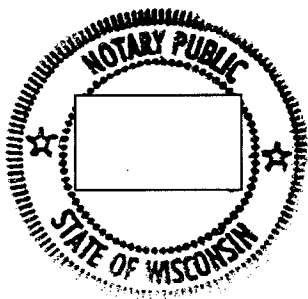
That the aforesaid documents evidence that Ozaukee County has not attempted to defend its purported claim to the parcel of ground (earth) [land] taken from Secured Party-Creditor on October 24, 2001 by force of arms and threat of great bodily harm by dozens of Maury A. Straub's men armed with assault rifles.

That the aforesaid documents evidence that the following men and women, Sylvester N. Weyker, Donald Dohrwardt, Rose Hass Leider, Paul H. Brunnquell, Scott A. Jaeger, Elizabeth Brelsford, Ervin J. Peiffer, Richard C. Nelson, Jack A. Eckert, George O. Lampert, Frederick Kaul, Bernadyne M. Pape, Ralph W. Port, Alan P. Kletti, John C. Grosklaus, Thomas H. Richart, Clarence A. Boesch, Glenn F. Stumpf, Gerald E. Walker, Kimberly J. McCulloch, Gus W. Wirth Jr., James H. Uselding, Kathlyn M. Callen, Stanley T. Kulfan, Karen E. Broman, David H. Albert, Mark A. Cronce, Warren R. Stumpe, Katherine L. Smith, Frances M. Meyers, Theodore C. Egelhoff, John J. Hilber, all dba Supervisors, Maury A. Straub, dba Sheriff, Joseph D. McCormack, dba Honorable, Jeffrey S. Schmidt, dba Clerk of Court, and Dennis E. Kenealy, dba attorney, have freely confessed and admitted, stipulated and agreed that they had no claim, that they had no standing to bring a claim, that they were acting in their *private* capacity with regard the forcible taking of Secured Party-Creditor's property, that neither the County, nor the State, nor any other third party had a claim against the parcel of ground of Secured Party-Creditor, that their actions and/ or failure to act caused Secured Party-Creditor an injury, that they knew, prior to the forcible seizure of Secured Party-Creditor's property and removal of Secured Party-Creditor by Maury A. Straub, that neither the County, nor the State, nor any other third party had a claim against the aforesaid parcel of ground upon which the seizure and forcible removal of Secured Party-Creditor took place, and, that they knew the remedy available to Secured Party-Creditor that was published in the Ozaukee Press in April and May, 2001 [\$15,000,000.00 per man, woman, or person, per trespass].

That there does not appear to be anything in the public record that evidences any attempt by the aforesaid Debtors to restore Secured Party-Creditor to peaceful enjoyment and possession of the parcel of ground from which Secured Party-Creditor was taken by force of arms without a claim.

That there does not appear to be anything in the public record that evidences or shows any indication whatsoever that any of the aforesaid Debtors will not again interfere with Secured Party-Creditor's peaceful possession of Secured Party-Creditor's property when Secured Party-Creditor returns to his property.

Attesting notarial officer has seen certified copies of the documents referenced herein, and hereby enters this Note of Protest accordingly, to serve and avail the aforesaid Secured Party-Creditor hereafter if found necessary.



Notary Public

My Commission Expires:

February 15, 2004

AFFIDAVIT OF NEGATIVE AVERMENT
In Support of Protest #LDPS013002GRND

DISCLAIMER

THE QUOTATION OF THE PRIVATELY COPYWRITTEN STATUTORY LEGISLATIVELY CREATED CASE LAW AND STATE AND FEDERAL STATUTES PURSUANT TO PL 88-244, DECEMBER 30, 1963, IS DONE WITHOUT INTENT TO CREATE A "USE", OR VIOLATE ANY PRIVATE COPYRIGHT, AND STANDS SO UNLESS LAWFULLY PROTESTED BY ANY CONCERNED PARTY(IES).

[] County)
) SS:
State of Wisconsin)

I, Steven-Alan: Magritz, a living man, Affiant herein, states that he is over the age of twenty-one (21) years, a competent witness, that the facts contained herein are true, correct, certain, and not misleading to the best of Affiant's first hand knowledge under the penalties of perjury pursuant to the Laws of The state of Wisconsin and under full commercial liability.

Notice is herewith given that the public record evidences that Affiant is NOT a citizen of the United States (i.e., 14th Amendment citizen, subject, serf, tenant, slave, and enemy of the United States pursuant to the Trading With the Enemy Act as amended) nor a citizen and resident of the State of Wisconsin [Wis. Stats. 706.03(1)(b)], as set forth in records at the Register of Deeds, Ozaukee County, Wisconsin (hereinafter Deeds) including but not limited to documents numbered 640920, 650770, 650771, 650772, 674178, 677585, 677834, and 682591, all of said documents being incorporated herein by reference in their entirety as if fully reproduced herein.

Notice is herewith given that the public record evidences that Affiant is NOT a surety for the strawman/ vessel/ transmitting utility called STEVEN ALAN MAGRITZ (or any derivation thereof) nor in privity with said strawman/ vessel/ transmitting utility in any manner whatsoever, but rather is the Secured Party-Creditor of said strawman/ vessel/ transmitting utility, the Power of Attorney in Fact for said strawman/ vessel/ transmitting utility, the priority Claimant to and lien holder of interest in any and all property of said strawman/ vessel/ transmitting utility wherever located, and holder of the copyright of trade-name/ trademark STEVEN ALAN MAGRITZ (or any derivation thereof), as set forth in Deeds including but not limited to documents numbered 676317, 685051, 698039, as set forth in Deeds UCC filing #234961 et seq., as set forth in UCC filing 99-184032 et seq. with the Texas Secretary of State, and as set forth in UCC #01881263 et seq. with the Wisconsin Department of Financial Institutions (hereinafter WDFI), all of said documents being incorporated herein by reference in their entirety as if fully reproduced herein.

Notice is herewith given that the Secured Party-Creditor property, the parcel of ground (earth) [land] from which Steven-Alan: Magritz (Secured Party-Creditor) was removed by force of arms without claim, is 62.25 acres located in the town of Fredonia, county of Ozaukee, Wisconsin state, is a subset of lands described in Land Patents 1435 and 672 granted in 1837 and 1840 respectively by Martin Van Buren, and is specifically described in document number 435131, vol. 683, page 211, in the office of the Register of Deeds of Ozaukee County as follows:

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thence South in a line parallel to the West line of said Fractional Section 34, 570.00 feet to a point; thence East in a line parallel to the South line of said Government Lot 9, 665.00 feet to a point; thence South in a line parallel to the West line of said Fractional Section 34, 800.00 feet to a point in the South line of said Government Lot 9; thence West along the said South line of said Government Lot 9, 700.00 feet to the place of beginning; also the following described land, situated in Ozaukee county, Wisconsin, to-wit: The North 1320 feet of the East 33 feet of the West One-half of the Southwest 1/4 of Section 34, Town 12 North of Range 21 East, in the town of Fredonia, Ozaukee county, Wisconsin, all South of the town road. And, the East 33.00 feet of the West 1287.00 feet of the North 1485.00 feet of the Southwest 1/4 of Section 34 and the East 33.00 feet of the West 1320.00 feet of the South 165.00 feet of the North 1485.00 feet of the Southwest 1/4 of Section 34, Town 12 North, Range 21 East, in the town of Fredonia, Ozaukee county, Wisconsin, containing 1.25 acres of land, more or less. All south of the town road.

Notice is herewith given of the public record of the non-subordination of Claim of Affiant recorded in Deeds, document number 690214, that was notice unto all, including but not limited to anyone who may have an interest in Ozaukee County case no. 01-CV-58-B3 or case no. 01-SC-000669, said notice being incorporated herein by reference in its entirety as if fully reproduced herein.

Notice is herewith given regarding the NOTICE OF REMEDY published April 19, 26, and May 3, 2001 in the Ozaukee Press regarding trespass against the rights, title, or interests of Affiant in any property, corporeal or incorporeal, wherever situated, by officers of the vessel known as Ozaukee County operating under color of law, or by any man, woman, or person, THAT: 1) Any tort-feasor will be held personally liable, in his or her private capacity; 2) The vessel itself may be subjected to the remedy of *grounding*, i.e., removed from admiralty/maritime jurisdiction to the jurisdiction of the organic Republic under the constitution for the united States of America, 1787, amended 1791; 3) Tort-feasors are subject to liquidated damages in the amount of \$15,000,000.00 for each and every occurrence of trespass, from each and every tort-feasor, personally, jointly, and severally. (Deeds #698041).

Notice is herewith given regarding the Affidavit of no contracts and waiver of benefits, Deeds document number 674178, said notice being incorporated herein by reference in its entirety as if fully reproduced herein.

Affiant has not received any request for appeal or alteration of the Agreements between Affiant and the following: Daniel E. Wisiewski, dba Secretary, Board of Commissioners of Public Lands, State of Wisconsin (#LDPS081920C); Ronald A. Voigt, dba Register of Deeds, Ozaukee County (#LDPS081920B); Karen L. Makoutz, dba Treasurer (Makoutz herein), Ozaukee County (#LDPS081920A); and the Principals or Agents of Wisiewski, Voigt, or Makoutz, that there is no pledge to the public of the lands of Affiant and that the lands of Affiant are privatized. Said Agreements evidenced in the records at WDFI document number 01999470 being incorporated herein by reference in their entirety as if fully reproduced herein.

Affiant has not received any request for appeal or alteration of the Agreements between Affiant and Thomas Sauer, dba Treasurer, Town of Fredonia, and Grotta Appraisals, that the lands of Affiant are private, not pledged or hypothecated to the public, and exempt from levy; said Agreements evidenced in Deeds at document number 681667 being incorporated herein by reference in their entirety as if fully reproduced herein.

Affiant has not received any response to any of the various conditionally accepted offers from Sylvester N. Weyker, Donald Dohrwardt, Rose Hass Leider, Paul H. Brunnquell, Scott A. Jaeger, Elizabeth Brelsford, Ervin J. Peiffer, Richard C. Nelson, Jack A. Eckert, George O. Lampert, Frederick Kaul, Bernadyne M. Pape, Ralph W. Port, Alan P. Kletti, John C. Grosklaus, Thomas H. Richart, Clarence A. Boesch, Glenn F. Stumpf, Gerald E. Walker, Kimberly J. McCulloch, Gus W. Wirth Jr., James H. Uselding, Kathlyn M. Callen, Stanley T. Kulfan, Karen E. Broman, David H. Albert, Mark A. Cronce, Warren R. Stumpe, Katherine L. Smith, Frances M. Meyers, Theodore C. Egelhoff, John J. Hilber, all dba Supervisors, Maury A. Straub, dba Sheriff, Joseph D. McCormack, dba Honorable, Jeffrey S. Schmidt, dba Clerk of Court, Karen L. Makoutz, dba Treasurer, or Dennis E. Kenealy, dba attorney; nor has

Affiant received any response from any of the aforesaid men or women to the subsequent notices of fault/dishonor with opportunity to cure; nor has Affiant been advised that any of the aforesaid men or women served any response on the protesting Notary Public or on Notarial Services, 9802 Hillcrest, Whitelaw, Wisconsin, subsequent to Notarial Protests with regard their dishonor(s).

Affiant has not received any response or challenge to Affiant's Claim to Private Land Rights (Deeds, record #576044), as evidenced by the Affidavit of Publication of Notice of Claim to Private Land Rights with 90 day challenge period, published July 3, 10, 17, 1997 (Deeds, record # 674178), and further evidenced by the Affidavit of no response/challenge to Claim to Private Land Rights (Deeds, record #674178); the registration of the interest of the Secured Party-Creditor (Affiant) in the property(s) and Land Patents as evidenced in documents #435131, #435132, #435133, #528822, #528823, #530358, #576044 (Deeds), on Notice at WDFI, Record # 01881263, and, also on Notice at Ozaukee County, UCC #235199 and # 236093, all of said documents being incorporated herein by reference in their entirety as if fully reproduced herein.

Affiant has not received any response from Makoutz with regard the conditional acceptance of the complaint, case no. 01-CV-58-B3, wherein Makoutz was offered *tender of payment, offer of performance, and a negotiable Certified Promissory Note*.

Affiant has not received any response from Makoutz with regard the Notice Of Fault - Opportunity To Cure, Re: Dishonor of #LDPS011212A, notwithstanding the fact that Makoutz *admitted receiving* on April 23, 2001 *tender of payment, offer of performance, a negotiable Certified Promissory Note* dated April 20, 2001 in the amount of \$22,634.97, via Certified U.S. mail, return receipt # 7000 0520 0015 3976 2702 (Deeds, #675781, incorporated herein by reference, vol. 1309, pages 356 through 368), and admitted *dishonor* of said tender of payment (Deeds, #675781, Formal Certificate of Protest, page 357), and admitted *transfer* of said payment to Dennis E. Kenealy, dba attorney, instead of properly processing said payment.

Affiant has not seen or been presented any material fact that demonstrates Makoutz had any commercial energy whatsoever as a debtor in dishonor to cause anyone to act against the property interests of the Secured Party-Creditor, nor has Affiant seen or been presented any material fact that demonstrates that Dennis E. Kenealy, dba attorney, was not in violation of the Fair Debt Collection Practices Act, particularly when Kenealy had been previously served copies of documents certified from the records of WDFI with regard the property interests of the Secured Party-Creditor, including but not limited to documents # 01881263, #01903325, #01955417, #01980146, #01999470, all of said documents being incorporated herein by reference in their entirety as if fully reproduced herein..

Affiant has not received any response from Makoutz with regard the Makoutz offer dated December 11, 2001, which was accepted (#LDPS011212) conditioned upon proof of claim that Karen L. Makoutz, the county of Ozaukee, the public corporation known as Ozaukee County defined [Wis. Stats. 706.03(1)(b)] as a subunit of the county of Ozaukee, or any other third party has any claim whatsoever on the parcel of ground (property) [land] that was taken by force of arms with threat of great bodily harm by Maury A. Straub and dozens of his heavily armed men, at least nine of whom wore military camo, black jack-boots, concealed their identity behind black ski masks, and threatened Secured Party-Creditor with assault rifles on October 24, 2001 A.D.

Affiant has not received any response from Makoutz to the request to show proof of claim allowing anyone other than the Secured Creditor, Steven-Alan: Magritz, the legal and lawful authority to sell, transfer, assign, hypothecate, et. cetera, any interest of Steven A. Magritz in the aforesaid property of Steven A. Magritz, nor has Makoutz responded by way of contract or any other form of consent, whereby Makoutz alleges that the county, the County, or any other third party may without the explicit, hand-

written consent of the Secured Creditor, Steven-Alan: Magritz, sell, transfer, assign, hypothecate, et. cetera any interest whatsoever of Steven A. Magritz. [#LDPS011212].

Affiant has not received from Makoutz a Certificate of Claim, a Certificate that Makoutz is the principal or agent for the person making the claim, or proof or certificate of delegation of authority that Makoutz has the delegation of authority from the principal to present the claim if Makoutz is the agent. Affiant has not received any response from Makoutz notwithstanding the terms of the request that failure to provide proof of claim will be deemed verified admission, stipulation and agreement by Respondent, the Principal(s) of Respondent, and the Agent(s) of Respondent, that no claim exists.

Affiant has not received any response from Makoutz, with regard the Notice/ Inquiry/ Presentment #LDPS011212A, issued pursuant to the conditionally accepted offer from Makoutz, wherein Makoutz admitted as verified the answers to eight inquiries should Makoutz fail and/ or refuse to provide other answers within ten (10) days.

Affiant has not received any response from Makoutz with regard the Notice Of Fault - Opportunity To Cure, Re: Dishonor of #LDPS011212A, notwithstanding the fact that Makoutz admitted receiving from Affiant an Answer and Counterclaim to the Makoutz Complaint, case number 01-CV-58-B3 on May 31, 2001 via Certified U.S. mail, return receipt #7000 0520 00154077 0321, admitted the transfer of said Answer and Counterclaim to Dennis E. Kenealy, d.b.a. attorney, and admitted knowing that thereafter Kenealy drafted a Default Judgment, subsequently signed by Joseph D. McCormack, that stated that NO ANSWER WAS RECEIVED BY Makoutz. (Deeds, #687553 incorporated herein by reference in its entirety as if fully reproduced herein).

Affiant has not seen or been presented any material fact that demonstrates any rebuttal by Makoutz, or anyone else, of the Formal Certificate of Protest dated April 24, 2001 (Deeds, #675637, vol. 1308, page 898).

Affiant has not seen or been presented any material fact that demonstrates any rebuttal by Makoutz, or anyone else, of the Formal Certificate of Protest dated April 26, 2001 (Deeds, #675781, vol. 1309, page 357).

Affiant has not received any request by Makoutz to appeal the Agreement with Affiant that Makoutz, the Principal(s) of Makoutz, and the Agent(s) of Makoutz have no claim to or against the land of Affiant (WDFI #01999470).

Affiant has not seen any claim by Makoutz, the Principal(s) of Makoutz, or the Agent(s) of Makoutz against Affiant or the property of Affiant upon which relief can be granted.

Affiant does not believe that Makoutz, the Principal(s) of Makoutz, or the Agent(s) of Makoutz will produce a claim against Affiant or the property of Affiant upon which relief can be granted.

Affiant does not believe that there exists or ever existed a claim by Makoutz, the Principal(s) of Makoutz, or the Agent(s) of Makoutz against Affiant or the property of Affiant upon which relief can, or could, be granted.

Affiant has not received a response from the Ozaukee County Board of Supervisors to the NOTICE OF THE CIRCUMSTANCES OF CLAIM dated September 21, 2001, served upon said Board by Gary Speth, dba deputy, Ozaukee County Sheriff's Department, by personal service upon Harold Dobberpuhl, dba county clerk, said NOTICE stating, in pertinent part (Deeds #690081):

“To the Honorable Board of Supervisors of Ozaukee County, Wisconsin:

Please be advised that I accept for value, nunc pro tunc August 9, 2001, the Decision in Ozaukee County Circuit Court Case No. 01-CV-58-B3, conditioned upon proof of claim within ten (10) days that somebody has a claim of title superior to mine in the subject land.

Please be advised that I accept for value, nunc pro tunc September 6, 2001, the Decision of the Taxation and General Claims Committee, conditioned upon proof of claim within ten (10) days that somebody has a claim of title superior to mine in the subject land.

I would be happy to pay everything that is owed, get off the property, move out, etcetera, if they bring forth the proof of claim to the title of the property within ten (10) days.

Enclosed herewith and incorporated herein by reference are copies of documents certified out of the public records that shows that I have set a claim in the records a long time ago. Documents enclosed are numbers 674178, 675781, 687553, 681667, 675637, and 681666 from the Register of Deeds, Ozaukee County, Wisconsin, and 34 pages from search number 0000167049 from the Department of Financial Institutions, State of Wisconsin.

I request this Honorable Board either show proof of claim within ten (10) days that somebody has claim of title superior to mine or else declare VOID the tax certificate issued against my private land.

Respectfully submitted,"

Affiant has not seen or been presented any material fact that demonstrates any rebuttal to the Formal Certificate of Protest from the Ozaukee County Board of Supervisors regarding their dishonor of the aforesaid Notice of the Circumstances of Claim (Deeds, #690081, #688709, incorporated herein by reference in their entirety as if fully reproduced herein).

Affiant has not received a response to the conditional acceptance of the September 6 decision to "evict" Affiant from Affiant's private land from the members of the Taxation and General Claims Committee, i.e., Stanley F. Kulfan, Alan P. Kletti, Sylvester N. Weyker, Donald Dorwardt, and Kimberly J. McColloch, mailed by a third party on September 19, 2001 via United States mail with Certificate of Mailing and Delivery Confirmation to each member, said conditional acceptance stating, in pertinent part (supra, Deeds #690081):

"Re: Decision of Taxation and General Claims Committee of September 6, 2001

Dear [name of committee member]

I have just found out about and received a copy of a the Committee decision of September 6, 2001, with regard to my private land, which I accept for value nunc pro tunc September 6, 2001, conditioned upon proof of claim within ten (10) days that somebody has a claim of title superior to mine in the subject land.

I would be happy to pay everything that is owed, get off the property, move out, etcetera, if they bring forth the proof of claim to the title of the property within ten (10) days.

Enclosed herewith and incorporated herein by reference are copies of documents certified out of the public records that shows that I have set a claim in the records a long time ago. Documents enclosed are #674178 and 675781 from the Register of Deeds, Ozaukee County, Wisconsin, and 34 pages from search number 0000167049 from the Department of Financial Institutions, State of Wisconsin."

Affiant has not seen or been presented any material fact that demonstrates any rebuttal to the Formal Certificate of Protest from any member of the Taxation and General Claims Committee regarding their dishonor of the aforesaid conditional acceptance of their September 6, 2001 decision (Deeds, #690081).

Affiant has not received a response to the conditional acceptance of the summons and complaint, case no. 01-SC-00669 ["eviction"] served upon Dennis E. Kenealy, dba attorney, by personal service by a third party on September 27, 2001, said conditional acceptance stating, in pertinent part (Deeds, #690081, #688709):

"Dear Dennis E. Kenealy:

I have just this day found out about and received a copy of a Summons and Complaint, Case No. 01-SC 00669, which I accept for value nunc pro tunc September 12, 2001, conditioned upon proof of claim within three (3) days that somebody has a claim of title superior to mine in the subject land. Since time is of the essence, you are requested to respond within three (3) days.

I would be happy to pay everything that is owed, get off the property, move out, et cetera, if they bring forth the proof of claim to the title of the property within three (3) days. In the alternative, I request that you apply the Exemption from Levy as evidenced in documents recorded with the Department of Financial Institutions, document number 01881263 et. seq.

Enclosed herewith and incorporated herein by reference are copies of documents certified out of the public records that shows that I have set a claim in the records a long time ago. Documents enclosed are #674178 and 675781 from the Register of Deeds, Ozaukee County, Wisconsin, and 34 pages from search number 0000167049 from the Department of Financial Institutions, State of Wisconsin."

Affiant has not seen or been presented any material fact that demonstrates any rebuttal to the Formal Certificate of Protest from Dennis E. Kenealy regarding Kenealy's dishonor of the aforesaid conditional acceptance of the summons and complaint, case no. 01-SC-00669 (Deeds, #690081).

Affiant has not received a response to the conditional acceptance of the "Small Claims Judgment" and "Writ of Restitution", case no. 01-SC-00669 ["eviction"] served upon Joseph D. McCormack, dba Honorable, nor has Affiant received a response to the Notice of Fault served by the Sheriff's Department upon McCormack, which states, in pertinent part (Deeds, #690080, incorporated herein by reference in its entirety as if fully reproduced herein):

"The Honorable Joseph D. McCormack:

On October 5, 2001, I conditionally accepted your offer in small claims Case No. 01-SC-000669, and requested that you respond within three days.

The Honorable Joseph D. McCormack has failed or refused to respond.

The Honorable Joseph D. McCormack is at fault.

The Honorable Joseph D. McCormack is herewith granted three additional days in which to cure the condition of fault. Failure to cure will be default.

If the Honorable Joseph D. McCormack was acting judicially in the above-cited matter, I request proof of such by way of Affidavit, true, correct, complete and not misleading. Failure to provide an Affidavit of acting judicial will be deemed a stipulation and admission that the Honorable Joseph D. McCormack was not acting in a judicial

capacity, which is admitting that there is no actual controversy because no one has a Claim in opposition to mine.

If the Honorable Joseph D. McCormack was acting administratively, I request production of a certified copy of the bond that backs his action in commerce. Failure to post a bond will be deemed a stipulation and admission that the Honorable Joseph D. McCormack does not have the capacity to act administratively, because he has not bonded his action."

Affiant has not received a response to the aforesaid conditional acceptance of the "Small Claims Judgment" and "Writ of Restitution" signed by Joseph D. McCormack, notwithstanding the fact that an officer of the court served upon Joseph D. McCormack (received by McCormack on August 6, 2001 via United States mail, confirmation number 0304 7990 0001 6989 0609) a complete copy of the 140 plus pages of Claim *evidencing no controversy* (and Answer), the original of which had been previously filed with the Clerk of Court by registered mail on May 31, 2001, A copy of the Formal Certificate of Protest evidencing said mailing is attached hereto and incorporated herein by reference in its entirety.

Affiant has not received a response to the aforesaid conditional acceptance of the "Small Claims Judgment" and "Writ of Restitution" signed by Joseph D. McCormack, notwithstanding the fact that the aforesaid service upon McCormack by an officer of the court of the 140 plus page Claim should have provided McCormack sufficient reason to act pursuant to Wis. Stats. 802.06(8)(c), [Federal Rules of Civil Procedure 12(h)(3)] which states "If it appears by motion of the parties or otherwise [emphasis added] that the court lacks jurisdiction of the subject matter, the court shall dismiss the action."

Affiant has not seen or been presented any material fact that demonstrates any rebuttal to the Formal Certificate of Protest from Joseph D. McCormack regarding McCormack's dishonor of the aforesaid conditional acceptance of the "Small Claims Judgment" and "Writ of Restitution", case no. 01-SC-00669 (Deeds #690080).

Affiant has not received any response to the conditional acceptance of the "Writ of Restitution" handed Affiant while in the jail of Maury A. Straub, said conditional acceptance being directed to County of Ozaukee, Maury A. Straub, and Joseph D. McCormack, individually, which states, in pertinent part (Deeds #691601, incorporated herein by reference in its entirety as if fully reproduced herein):

"Request to Show Cause. I accept your offer of the Writ of Restitution handed to me in jail on October 24, 2001, after being forcibly removed from my parcel of ground (earth) [land] by members of the Ozaukee County Sheriff's Department, conditioned upon you show cause where any party had standing, good faith, commercial honor, or any authority to cause the Sheriff to move on the Writ, and show where the County of Ozaukee or any other third party has the right to receive possession and enjoyment of the property, in view of the fact that the public record shows that: 1) the Honorable Joseph D. McCormack is in dishonor and has agreed and admitted that there is no Claim superior to mine; 2) the entire Ozaukee County Board of Supervisors is in dishonor and has agreed and admitted that there is no Claim superior to mine; 3) the members of the Committee of Taxation and General Claims are in dishonor and have agreed and admitted that there is no Claim superior to mine; 4) Jeffrey S. Schmidt is in dishonor and has agreed and admitted that there is no Claim superior to mine; 5) Corporation Counsel Dennis E. Kenealy is in dishonor and has agreed and admitted that there is no Claim superior to mine; and, 6) Corporation Counsel Dennis E. Kenealy knew or should have known of all of the aforementioned dishonors as evidenced by Formal (Notarial) Certificate(s) of Protest filed in the public record on October 3, 2001, and copies served upon Kenealy, prior to the signing of the aforesaid Writ on October 4, 2001. In the alternative, you are requested to *forthwith* redeem the Writ and grant me, the Secured

Party-Creditor and priority Claimant, repossession of the parcel of ground (earth) [land] from which I was forcibly removed.

The public record referred to herein-above includes, but is not limited to, documents numbered 687553, 688709, 690080, 690081, and 690214 recorded at the Register of Deeds, Ozaukee County, Wisconsin, and document number 01881263, et. seq., filed with the Wisconsin Department of Financial Institutions, certified copies of which have been filed in Ozaukee County case Nos. 01-CV-58-B3 and 01-SC-000669, served upon the Ozaukee County Board of Supervisors, and served upon Dennis E. Kenealy. Numerous Formal Certificates of Protest have been served upon the Ozaukee County Board of Supervisors, Jeffrey S. Schmidt (Clerk of Court), the Honorable Joseph D. McCormack, Dennis E. Kenealy (Corporation Counsel), and Maury Straub (Sheriff) as set forth in the aforesaid public record.

Your failure to show cause to the undersigned within 72 hours (three days) by evidence of proof of claim by what authority you were exercising your power, considering you are all in agreement that there is no Claim that is superior to that of the undersigned, and yet you have caused men to commit a tort and a trespass on that secured party's Claim, while being in a condition of dishonor, without showing good faith, will be deemed a stipulation and admission that you have committed a private trespass, that you were not acting in your public capacity, and that the Sheriff and his men were operating in a private capacity outside of their office and title and without a claim. Your failure to show cause by a claim, or restore the undersigned to possession, will result in the issuance of a Notarial Protest with the Agreement that you are in dishonor and had no standing by your admission.

The undersigned requests the County of Ozaukee, Sheriff Maury Straub, and the Honorable Joseph D. McCormack show cause why the undersigned should not be restored to his property, as the undersigned is the only party not in dishonor, or vacate their actions and restore the undersigned Secured Party to possession of his property."

Affiant has not seen or been presented any material fact that demonstrates any rebuttal to the Formal Certificate of Protest from County of Ozaukee, Maury A. Straub, or Joseph D. McCormack regarding their dishonor of the aforesaid conditional acceptance of the "Writ of Restitution", case no. 01-SC-00669 (Deeds #691601, incorporated herein by reference in its entirety as if fully reproduced herein).

Affiant has not received a response to the conditional acceptance of the offer from Dennis E. Kenealy, dba attorney, dated October 5, 2001, received via United States mail on October 6, 2001 and accepted the same date, wherein Kenealy requested *abandonment* of Affiant's property, said conditional acceptance states, in pertinent part (Deeds, #690081):

"Dear Dennis E. Kenealy:

I have this day received your offer dated October 5, 2001, which I accept conditioned upon the following:

1. Somebody rebutting the Formal [Notarial] Certificate of Protest served upon Dennis E. Kenealy October 3, 2001 with regard the above cited matter;
2. Somebody rebutting the Formal [Notarial] Certificate of Protest served upon the full Ozaukee County Board by way of service on agent Harold Dobberpuhl, County Clerk, on October 3, 2001 with regard the above cited matter;

3. Somebody rebutting the Formal [Notarial] Certificate of Protest served upon the Taxation and General Claims Committee by way of service on agent Harold Dobberpuhl, County Clerk, on October 3, 2001 with regard the above cited matter;
4. Somebody rebutting the Formal [Notarial] Certificate of Protest served upon Jeffrey S. Schmidt, Clerk of Court, on October 3, 2001 with regard with regard the above cited matter as purviewed through Case No. 01-CV-58-B3;
5. Somebody rebutting the Formal [Notarial] Certificate of Protest served upon the Honorable Joseph D. McCormack on October 3, 2001 with regard the above cited matter as purviewed through Case No. 01-CV-58-B3;
6. Somebody rebutting the several Formal [Notarial] Certificates of Protest served upon the Honorable Court Commissioner Darcy McManus by way of filing in Case No. 01SC00669 on October 3, 2001.

I would be happy to get off the property, move out, etcetera, if somebody would bring forth rebuttal to the aforementioned Certificates by a Notary [an officer of the court and Agent for the Secretary of State]. I request they bring forth the rebuttal(s) within three (3) days.”

Affiant has not seen or been presented any material fact that demonstrates any rebuttal to the Formal Certificate of Protest from Dennis E. Kenealy regarding Kenealy’s dishonor of the aforesaid conditional acceptance of Kenealy’s offer dated October 5, 2001 (Deeds, #690081).

Affiant has not received a response to the Letter Rogatory #LDPS011023A dated October 23, 2001 served upon Dennis E. Kenealy, notwithstanding the admission from Kenealy that Kenealy should have withdrawn the pleadings and/ or request nullification of the proceedings and/ or request vacation of the judgments/ orders/ writ(s), as set forth in Deeds #692784, incorporated herein by reference in its entirety as if fully reproduced herein. The Notice of Fault (Deeds #692784, page 227) states, in pertinent part:

“Dennis E. Kenealy, Greetings:

On October 23, 2001, I requested that you take Notice of documents numbered 687553, 688709, 690080, 690081, and 690214 recorded at the Register of Deeds, Ozaukee County, Wisconsin, and respond within ten (10) days as to why Dennis E. Kenealy should not go into the Court in case no. 01-CV-58-B3 and case no. 01-SC-000669 and withdraw the pleadings and/ or request nullification of the proceedings and/ or request vacation of the judgments/ orders/ writ(s).

Dennis E. Kenealy was requested to respond (show cause) within ten (10) days. Failure or refusal to respond (show cause) within ten (10) days is deemed stipulation and admission that Dennis E. Kenealy has no claim and that Dennis E. Kenealy should have withdrawn the pleadings and/ or request nullification of the proceedings and/ or request vacation of the judgments/ orders/ writ(s).

Dennis E. Kenealy is in fault to the herein-before stated requests. Kenealy is herewith granted an additional three (3) days in which to cure the condition of fault. Failure to cure will result in Protest.”

Affiant has not seen or been presented any material fact that demonstrates any rebuttal to the Formal Certificate of Protest from Dennis E. Kenealy regarding Kenealy’s dishonor of the aforesaid Letter Rogatory (Deeds, #692784).

Affiant has not received a response to the conditional acceptance of the offer of the property inventory sheet and the restraint of Affiant's liberty in jail by Maury A. Straub on October 24, 2001, notwithstanding the fact that failure to provide proof of claim was an admission that Straub had no legal authority whatsoever for taking Affiant's property and/ or restraining Affiant's liberty (Deeds, #692784).

Affiant has not received a response from County of Ozaukee, Maury A. Straub, or Joseph D. McCormack to the Request to Show Cause/ conditional acceptance of the Writ of Restitution handed Affiant while restrained of liberty in jail by Maury A. Straub (Deeds, #691601) notwithstanding the admission and agreement that the aforesaid parties were in dishonor, had no standing, and committed a private trespass against Affiant. Said Request to Show Cause states, in pertinent part (Deeds, #691601, pp 941 & 942):

“To: County of Ozaukee, and,
 Sheriff Maury A. Straub, and,
 the Honorable Joseph D. McCormack, individually,
 (hereinafter referred to as you or your):

Request to Show Cause. I accept your offer of the Writ of Restitution handed to me in jail on October 24, 2001, after being forcibly removed from my parcel of ground (earth) [land] by members of the Ozaukee County Sheriff's Department, conditioned upon you show cause where any party had standing, good faith, commercial honor, or any authority to cause the Sheriff to move on the Writ, and show where the County of Ozaukee or any other third party has the right to receive possession and enjoyment of the property, in view of the fact that the public record shows that: 1) the Honorable Joseph D. McCormack is in dishonor and has agreed and admitted that there is no Claim superior to mine; 2) the entire Ozaukee County Board of Supervisors is in dishonor and has agreed and admitted that there is no Claim superior to mine; 3) the members of the Committee of Taxation and General Claims are in dishonor and have agreed and admitted that there is no Claim superior to mine; 4) Jeffrey S. Schmidt is in dishonor and has agreed and admitted that there is no Claim superior to mine; 5) Corporation Counsel Dennis E. Kenealy is in dishonor and has agreed and admitted that there is no Claim superior to mine; and, 6) Corporation Counsel Dennis E. Kenealy knew or should have known of all of the aforementioned dishonors as evidenced by Formal (Notarial) Certificate(s) of Protest filed in the public record on October 3, 2001, and copies served upon Kenealy, prior to the signing of the aforesaid Writ on October 4, 2001. In the alternative, you are requested to *forthwith* redeem the Writ and grant me, the Secured Party-Creditor and priority Claimant, repossession of the parcel of ground (earth) [land] from which I was forcibly removed.

The public record referred to herein-above includes, but is not limited to, documents numbered 687553, 688709, 690080, 690081, and 690214 recorded at the Register of Deeds, Ozaukee County, Wisconsin, and document number 01881263, et. seq., filed with the Wisconsin Department of Financial Institutions, certified copies of which have been filed in Ozaukee County case Nos. 01-CV-58-B3 and 01-SC-000669, served upon the Ozaukee County Board of Supervisors, and served Dennis E. Kenealy. Numerous Formal Certificates of Protest have been served upon the Ozaukee County Board of Supervisors, Jeffrey S. Schmidt (Clerk of Court), the Honorable Joseph D. McCormack, Dennis E. Kenealy (Corporation Counsel), and Maury Straub (Sheriff) as set forth in the aforesaid public record.

Your failure to show cause to the undersigned within 72 hours (three days) by evidence of proof of claim by what authority you were exercising your power, considering you are all in agreement that there is no Claim that is superior to that of the undersigned, and yet you have caused men to commit a tort and a trespass on that secured party's Claim, while

being in a condition of dishonor, without showing good faith, will be deemed a stipulation and admission that you have committed a private trespass, that you were not acting in your public capacity, and that the Sheriff and his men were operating in a private capacity outside of their office and title and without a claim. Your failure to show cause by a claim, or restore the undersigned to possession, will result in the issuance of a Notarial Protest with the Agreement that you are in dishonor and had no standing by your admission.

The undersigned requests the County of Ozaukee, Sheriff Maury Straub, and the Honorable Joseph D. McCormack show cause why the undersigned should not be restored to his property, as the undersigned is the only party not in dishonor, or vacate their actions and restore the undersigned Secured Party to possession of his property.”

Affiant has not received a response from Maury A. Straub to the October 24, 2001 request upon Straub to forthwith go back and seize the ground and restore the priority Claimant (Affiant) to possession pursuant to the UCC-11 (document of title) attached to said request.

Affiant has not seen or been presented any material fact that demonstrates any rebuttal to the Formal Certificate of Protest from County of Ozaukee, Maury A. Straub, or Joseph D. McCormack regarding their dishonor of the aforesaid Request to Show Cause, the restraint of liberty by Straub, and the failure of Straub to restore possession to the priority Claimant (Deeds, #691601 and #692784).

Affiant has not received a response to the Notice and Inquiry or the Notice of Fault – Opportunity to Cure, #LDPS011101XX, (Deeds, #692784 pp. 229-232) served upon the following men and women, Sylvester N. Weyker, Donald Dohrwardt, Rose Hass Leider, Paul H. Brunnuell, Scott A. Jaeger, Elizabeth Brelsford, Ervin J. Peiffer, Richard C. Nelson, Jack A. Eckert, George O. Lampert, Frederick Kaul, Bernadyne M. Pape, Ralph W. Port, Alan P. Kletti, John C. Grosklus, Thomas H. Richart, Clarence A. Boesch, Glenn F. Stumpf, Gerald E. Walker, Kimberly J. McCulloch, Gus W. Wirth Jr., James H. Uselding, Kathlyn M. Callen, Stanley T. Kulfan, Karen E. Broman, David H. Albert, Mark A. Cronic, Warren R. Stumpe, Katherine L. Smith, Frances M. Meyers, Theodore C. Egelhoff, John J. Hilber, all dba Supervisors, Maury A. Straub, dba Sheriff, Joseph D. McCormack, dba Honorable, Jeffrey S. Schmidt, dba Clerk of Court, and Dennis E. Kenealy, dba attorney, individually, notwithstanding that each of the aforesaid men and women freely confessed and admitted, stipulated and agreed that they were acting in their private capacity with regard the forcible taking of Affiant’s property, that neither the County, nor the State, nor any other third party had a claim against the parcel of ground of Affiant upon which the seizure and forcible removal of Affiant took place, that their actions and/ or failure to act caused Affiant an injury, that they knew, prior to the forcible seizure of Affiant’s property and removal of Affiant by Sheriff Maury A. Straub, that neither the County, nor the State, nor any other third party had a claim against the aforesaid parcel of ground upon which the seizure and forcible removal of Affiant took place, and, that they knew the remedy available to Affiant that was published in the Ozaukee Press in April and May, 2001 [\$15,000,000.00 per man, woman, or person, per trespass]. The Statement of Facts state, in pertinent part (Deeds, #692784, p 229):

“STATEMENT OF FACTS

Steven-Alan: Magritz, Declarant herein, is the Secured Party-Creditor of the vessel known as Steven A. Magritz as evidenced by document no. 01881263 in the private registry at the Department of Financial Institutions, Madison, Wisconsin, and by document no. 00234961 in the private registry at Ozaukee County, Wisconsin.

On October 24, 2001, Declarant was forcibly removed from the peaceful enjoyment and possession of a parcel of ground (earth) [land] in the town of Fredonia, county of

Ozaukee, Wisconsin state, by Maury A. Straub, Sheriff of Ozaukee County. Maury A. Straub was not acting pursuant to any claim.

Declarant is the only party who has set forth a claim to the aforesaid parcel of ground, as set forth in the record at the Register of Deeds, Ozaukee County, document numbers #674178 and 675781, among others.

The party to whom this Notice and Inquiry is directed was either personally in default and dishonor at the time of the aforesaid forcible taking of Declarant's property, as evidenced by a Formal Certificate of Protest previously issued, and/ or had personal knowledge of the default and dishonor of each member of the Board of Supervisors of Ozaukee County, each member of the Committee of Taxation and General Claims, the Honorable Joseph D. McCormack, Jeffrey S. Schmidt, and Dennis E. Kenealy, at the time of the aforesaid forcible taking of Declarant's property."

Affiant has not seen or been presented any material fact that demonstrates any rebuttal to the Formal Certificate of Protest from any of the aforesaid 36 men and women (#LDPS011101XX) regarding their dishonor of the aforesaid Notice and Inquiry, (Deeds, #693378, incorporated herein by reference as if fully reproduced herein).

Affiant has not received a response to the amended conditional acceptance of the second "order" (offer) of Joseph D. McCormack subsequent to Affiant's Verified Petition For Writ Of Habeas Corpus As Of Right (Deeds, #692784), notwithstanding the terms of the treaty between Affiant and McCormack, and/ or the Principal(s) of McCormack, and/ or the Agents of McCormack which states, in pertinent part (Deeds, #692784, pp 210-211):

"I conditionally accept for value nunc pro tunc November 2, 2001 your aforesaid Order, a copy of which is attached hereto, in that I agree with your Order that you are absolutely right that I should not be putting in a Habeas and I have no claim as set forth therein, because that agrees with the public record that neither the County, the State, nor any other third party has a claim to my parcel of ground (earth) [land] commonly referred to as being located at W3797 Shady Lane, town of Fredonia, Wisconsin state, from which I was forcibly removed at gunpoint and threat of great bodily harm by Maury Straub and dozens of his men on October 24, 2001, and that I am the only party who has set forth a Claim to said "land". Your Order also agrees with the public record that everybody has recognized my Claim, and that nobody is going to create any criminal or civil charges against me for going back onto my property, and that nobody is going to come out with or without force of arms and remove me from the enjoyment and possession of my property after I return thereto, and that nobody is going to charge me with any crimes for going back on my Claim.

The aforesaid shall stand as the Agreement of the parties, and shall be binding on Joseph D. McCormack, and the Principal(s) and/ or the Agents of Joseph D. McCormack, forever. This agreement further gives recognition to all of the givens and grants claimed by me under the original Land Patents granted by the President of The United States of America to the original Patentees in the years 1837 and 1840, which state in pertinent part: *"TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature, thereunto belonging, unto the said [named Patentee] and to his heirs and assigns forever."*, which Joseph D. McCormack, and the Principal(s) and/ or Agents of Joseph D. McCormack, agree to honor and abide by forever.

The Honorable Joseph D. McCormack is requested to respond within three (3) days if the aforesaid is not correct.

Failure of Joseph D. McCormack to respond within three days will solidify this Treaty, whereupon Steven-Alan: Magritz will again claim enjoyment and possession of his parcel of ground (earth) [land] that was taken from him by force of arms and threat of great bodily harm on October 24, 2001."

Affiant has not seen or been presented any material fact that demonstrates any rebuttal to the Formal Certificate of Protest from Joseph D. McCormack regarding McCormack's dishonor of the aforesaid amended conditional acceptance of the second "order" (Deeds, #692784, page 207).

Affiant has not received any response from Joseph D. McCormack regarding the Letter Rogatory #LDPS121212 (verified declaration under Notarial seal) served upon McCormack on or about November 13, 2001, wherein three men from Wisconsin state provided McCormack findings of fact and requested the Court forthwith do its duty according to Law (Deeds, #692784 pages 192 - 206, incorporated herein by reference in its entirety as if fully reproduced herein).

Affiant has not received a response to the NOTICE OF INTENT TO REPOSSESS PROPERTY LDPS#011117 (Deeds, #693378, incorporated herein by reference in its entirety as if fully reproduced herein) served upon the following men and women in their *private* capacity, Sylvester N. Weyker, Donald Dohrwardt, Rose Hass Leider, Paul H. Brunnuquell, Scott A. Jaeger, Elizabeth Brelsford, Ervin J. Peiffer, Richard C. Nelson, Jack A. Eckert, George O. Lampert, Frederick Kaul, Bernadyne M. Pape, Ralph W. Port, Alan P. Kletti, John C. Grosklaus, Thomas H. Richart, Clarence A. Boesch, Glenn F. Stumpf, Gerald E. Walker, Kimberly J. McCulloch, Gus W. Wirth Jr., James H. Uselding, Kathlyn M. Callen, Stanley T. Kulfan, Karen E. Broman, David H. Albert, Mark A. Cronce, Warren R. Stumpe, Katherine L. Smith, Frances M. Meyers, Theodore C. Egelhoff, John J. Hilber (all dba Supervisors), Maury A. Straub (dba Sheriff), Joseph D. McCormack (dba Honorable), Jeffrey S. Schmidt (dba Clerk of Court), and Dennis E. Kenealy,(dba attorney), individually, which states, in pertinent part (Deeds, #693378, page 312):

This is NOTICE to you, in your *private* capacity, that I intend to return to my parcel of ground as Creditor as it is not my intention to abandon my property. You are requested to take Notice of the attached 15 pages of documentation, particularly the Formal (Notarial) certificates of Protest. You may wish to seek *COMPETENT* counsel.

If you have any personal property on my parcel of ground, you are requested to remove it forthwith. Failure to do so will result in storage fees and eventual disposal.

Affiant has not received a response to the NOTICE OF FAULT - OPPORTUNITY TO CURE LDPS#011117 (Deeds, #698040, incorporated herein by reference in its entirety as if fully reproduced herein) served upon the following men and women in their *private* capacity, Sylvester N. Weyker, Donald Dohrwardt, Rose Hass Leider, Paul H. Brunnuquell, Scott A. Jaeger, Elizabeth Brelsford, Ervin J. Peiffer, Richard C. Nelson, Jack A. Eckert, George O. Lampert, Frederick Kaul, Bernadyne M. Pape, Ralph W. Port, Alan P. Kletti, John C. Grosklaus, Thomas H. Richart, Clarence A. Boesch, Glenn F. Stumpf, Gerald E. Walker, Kimberly J. McCulloch, Gus W. Wirth Jr., James H. Uselding, Kathlyn M. Callen, Stanley T. Kulfan, Karen E. Broman, David H. Albert, Mark A. Cronce, Warren R. Stumpe, Katherine L. Smith, Frances M. Meyers, Theodore C. Egelhoff, John J. Hilber (all dba Supervisors), Maury A. Straub (dba Sheriff), Joseph D. McCormack (dba Honorable), Jeffrey S. Schmidt (dba Clerk of Court), and Dennis E. Kenealy,(dba attorney), individually, which states, in pertinent part (Deeds, #698040, page 438):

Greetings:

On November 17, 2001, you were mailed in your private capacity a NOTICE OF INTENT TO REPOSSESS PROPERTY, with fifteen (15) pages of documentation attached.

You have failed or refused to raise any objection to my repossession of my property in the town of Fredonia, the parcel of ground commonly referred to as located at W3797 Shady Lane, Saukville, Wisconsin.

YOUR FAILURE TO RAISE AN OBJECTION CONSTITUTES YOUR CONSENT.

This is NOTICE to you that you are granted an additional three (3) days in which to cure your condition of fault. Failure to cure will be default and protest will issue.

Affiant has not seen or been presented any material fact that demonstrates any rebuttal to the Formal Certificate of Protest from any of the aforesaid 36 men and women regarding their dishonor of the NOTICE OF INTENT TO REPOSSESS PROPERTY LDPS#011117 (Deeds, #698040, page 433, incorporated herein by reference as if fully reproduced herein).

Affiant has not seen or been presented any material fact that demonstrates evidence of any attempt by the aforesaid Debtors to restore Secured Party-Creditor to peaceful enjoyment and possession of the parcel of ground from which Secured Party-Creditor was taken by force of arms without a claim.

Affiant has not seen or been presented any material fact that demonstrates any evidence or shows any indication whatsoever that any of the aforesaid Debtors will not again interfere with Secured Party-Creditor's peaceful possession of Secured Party-Creditor's property, that they will not cause great bodily harm to Secured Party-Creditor, or that they will not cause the death of Secured Party-Creditor, when Secured Party-Creditor returns to his property.

Further Affiant saith naught,

[Redacted signature box]

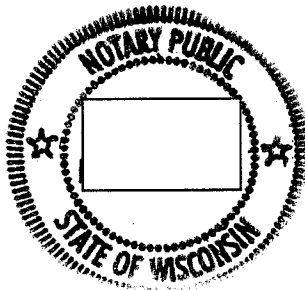
January 30, 2002
date

Steven-Alan: Magritz, Secured Party-Creditor of the vessel called Steven A. Magritz; Power of Attorney in Fact; Priority Claimant; Wisconsinite

This Affidavit, consisting of 14 pages, was sworn and subscribed before me, a Notary Public for the State of Wisconsin, Washington County, by Steven-Alan: Magritz on this *30th* day of January, 2002.

[Redacted notary name box]

Notary Public
My Commission expires *February 15, 2004*



Name and Address of Sender: Steven-Alan Megritz, [c/o W3797 Shady Lane], Saukville, WI/consin state, in the united States of America

Check type of mail: RETURN receipt(RR) for Merchandise, Express Registered Insured, Del. Confirmation (DC)

If Registered Mail check below: Insured, Not Insured, Affix stamp here if issued as certificate of mailing, or for additional copies of this bill, Postmark and Date of Receipt

Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value (If Reg.)	Insured Value	Due Sender If COD	RR Fee	DC Fee	SC Fee	SH Fee	SD Fee	RD Fee	Remarks
1	013002 H	David H. Albert, 11525 N. Vega Ave., Mequon, WI 53097													Protest # LDPS013002GRND with Affidavit in support
2	013002 B	Clarence A. Boesch, P.O. Box 248, Cedarburg, WI 53012													Protest # LDPS013002GRND with Affidavit in support
3	013002 C	Elizabeth Brelsford, E3612 Norport Dr., Port Washington, WI 53074													Protest # LDPS013002GRND with Affidavit in support
4	013002 D	Karen E. Broman, 5210 W. Sunnyside Dr., Mequon, WI 53092													Protest # LDPS013002GRND with Affidavit in support
5	013002 E	Paul H. Brunquell, 3420 Hwy, W, Port Washington, WI 53074													Protest # LDPS013002GRND with Affidavit in support
6	013002 F	Kathryn M. Callen, 12865 N. Oriole Ln., Mequon, WI 53097													Protest # LDPS013002GRND with Affidavit in support
7	013002 G	Mark A. Cronce, 9309 W. Stanford Ct., Mequon, WI 53097													Protest # LDPS013002GRND with Affidavit in support
8	013002 H	Donald Dohrwardt, 305 S. Milwaukee Street, Fredonia, WI 53021													Protest # LDPS013002GRND with Affidavit in support
9	013002 I	Jack A. Eckert, 312 W. Washington Street, Port Washington, WI 53074													Protest # LDPS013002GRND with Affidavit in support
10	013002 J	Theodore C. Egelhoff, 4030 Freistadt Rd., Mequon, WI 53092													Protest # LDPS013002GRND with Affidavit in support
11	013002 K	John C. Grosklau, 1316 13th Ave., Grafton, WI 53024													Protest # LDPS013002GRND with Affidavit in support
12	013002 L	John J. Hilber, 112 E. Freistadt Rd. Unit C, Thiensville, WI 53092													Protest # LDPS013002GRND with Affidavit in support
13	013002 M	Scott A. Jaeger, 110 W. Fransee Ln., Saukville, WI 53080													Protest # LDPS013002GRND with Affidavit in support
14	013002 N	Frederick Kaul, 1615 Ulao Parkway, Grafton, WI 53024													Protest # LDPS013002GRND with Affidavit in support
15	013002 O	Dennis E. Kenecal, 121 W. Main Street, Port Washington, WI 53074													Protest # LDPS013002GRND with Affidavit in support
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.										

15

Name and Address of Sender
 Steven-Alan Magritz
 1610 W3797 Shady Lane
 Saukville
 Wisconsin state
 in the united States of America

Check type of mail:
 RETURN receipt(RR) for Merchandise
 Express Registered Insured
 Certified Int'l Rec. Del
 Del Confirmation (DC)

If Registered Mail check below
 Insured Not Insured
 Affix stamp here if issued as certificate of mailing, or for additional copies of this bill. Postmark and Date of Receipt

Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value (if Reg.)	Insured Value	Due Sender If COD	RR Fee	DC Fee	SC Fee	SH Fee	SD Fee	RD Fee	Remarks
1	013002 P	Grafton, WI 53024 Stanley T. Kulfan, 12139 N. Lakeshore Dr., Mequon, WI 53092													Protest #LDPS013002GRND with Affidavit in support
2	013002 Q	George O. Lampert, 1027 W. Lincoln Ave., Port Washington, WI 53074													Protest #LDPS013002GRND with Affidavit in support
3	013002 R	Rose Hass Leider, N6623 Hwy 57, Belgium, WI 53004													Protest #LDPS013002GRND with Affidavit in support
4	013002 S	Joseph D. McCormack, 1201 S. Spring Street, Port Washington, WI 53074													Protest #LDPS013002GRND with Affidavit in support
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9	013002 X	Ervin J. Peiffer, 740 N. Montgomery St., Port Washington, WI 53074													Protest #LDPS013002GRND with Affidavit in support
10	013002 Y	Ralph W. Port, 1700 Holly Lane, Grafton, WI 53024													Protest #LDPS013002GRND with Affidavit in support
11	013002 Z	Thomas H. Richart, 840 5th Avenue, Grafton, WI 53024													Protest #LDPS013002GRND with Affidavit in support
12	013002 AA	Jeffrey S. Schmidt, 1201 S. Spring Street, Port Washington, WI 53074													Protest #LDPS013002GRND with Affidavit in support
13	013002 AB	Katherine L. Smith, 9915 N. Valley Hill Dr., Mequon, WI 53092													Protest #LDPS013002GRND with Affidavit in support
14	013002 AC	Maury A. Straub, 1201 S. Spring Street, Port Washington, WI 53074													Protest #LDPS013002GRND with Affidavit in support
15	013002 AD	Port Washington, WI 53074													Protest #LDPS013002GRND with Affidavit in support

Total Number of Pieces Listed by Sender
 15

Total Number of Pieces Received at Post Office
 Received at Post Office

Postmaster, Per (Name of receiving employee)

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

Name and Address of Sender
 Steven-Alan: Magritz
 [c/o W3797 Shady Lane]
 Saukville
 Wisconsin state
 In the United States of America

Check type of mail:
 RETURN receipt(RR) for Merchandise
 Express Registered Insured
 Certified Intl Rec. Del
 Del. Confirmation (DC)
 COD

If Registered Mail check below
 Insured Not Insured
 Affix stamp here if issued as certificate of mailing, or for additional copies of this bill.
 Postmark and Date of Receipt

Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value (if Reg.)	Insured Value	Due Sender If COD	RR Fee	DC Fee	SC Fee	SH Fee	SD Fee	RD Fee	Remarks
1	013002 AE	Warren R. Stumpe, 1531 W. Greenbriar Ln 107N, Mequon, WI 53092													Protest # LDPS013002GRND with Affidavit in support
2	013002 AF	Glenn F. Stumpf, 340 Horns Corners Rd., Cedarburg, WI 53012													Protest # LDPS013002GRND with Affidavit in support
3	013002 AG	James H. Uselding, N49 W6557 Western Rd., Cedarburg, WI 53012													Protest # LDPS013002GRND with Affidavit in support
4	013002 AH	Gerald E. Walker, W70 N1018 Hampton Ct., Cedarburg, WI 53012													Protest # LDPS013002GRND with Affidavit in support
5	013002 AI	Sylvester N. Weyker, 6737 Clay Ridge Rd., Cedar Grove, WI 53013													Protest # LDPS013002GRND with Affidavit in support
6	013002 AJ	Gus W. Wirth Jr., N54 W5989 Portland Rd., Cedarburg, WI 53012													Protest # LDPS013002GRND with Affidavit in support
7	013002 AK	Karen L. Makoutz, 121 W. Main Street, Port Washington, WI 53074													Protest # LDPS013002GRND with Affidavit in support
8	013002 AL	Notarial Services, 9802 Hillcrest, Whitelaw, WI 54247													Protest # LDPS013002GRND with Affidavit in support
9															
10															
11															
12															
13															
14															
15															

Total Number of Pieces Listed by Sender: 8

Total Number of Pieces Received at Post Office: 8

Postmaster, Per (Name of receiving employee):

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

Formal Certificate of Protest

Notary Public of the State of Wisconsin

Accepted For Value
STEVEN August
A. MAGRITZ
8.2.2001
01881263

State of Wisconsin

County of []) ss

On this the 2nd day of August, in the year of our Lord two thousand and one, before me, [], a duly empowered notary public in and for the County of [], Wisconsin, personally appeared Steven-Alan: Magritz, Power of Attorney for, and Secured Party-Creditor of the vessel called "Steven A. Magritz", and declared the following:

That on or about July 23, 2001, the vessel received a letter addressed from a Michael J. Riebe (copy attached hereto) who claimed to "have been appointed" by "Ozaukee Circuit Court", which, based on the contents of the letter and public records, is Joseph D. McCormack, d/b/a Circuit Court Branch III.

That on or about July 26, 2001, the aforesaid Secured Party-Creditor did conditionally accept the Riebe draft with a re-draft to bring forth the competent witness and party that Riebe represents that has a claim. Said re-draft was mailed to Riebe by a third party on July 27, 2001, certified return receipt number 7099 3400 0003 7916 2804, with 148 pages of documents from the public record as found in the office of the Register of Deeds of Ozaukee County, Wisconsin, and the Wisconsin Department of Financial Institutions.

That Michael J. Riebe dishonored the presentment of the aforesaid Secured Party-Creditor as evidenced by the return by the United States Postal Service of the aforesaid mailing, said mailing being clearly marked "REFUSED". Said "REFUSED" mailing was received from the Post Office in Saukville, Wisconsin on August 2, 2001, and is being presented this day in an unopened condition for inspection by attesting notarial officer.

Attesting notarial officer hereby enters this Note of Protest accordingly, to serve and avail the aforesaid Secured Party-Creditor hereafter if found necessary.

This Note of Protest is to be served by United States mail upon the purported Principal, Joseph D. McCormack, and upon the purported Agent, Michael J. Riebe. Also, purported Principal Joseph D. McCormack will be served therewith the entire contents of the mailing "REFUSED" by Michael J. Riebe.

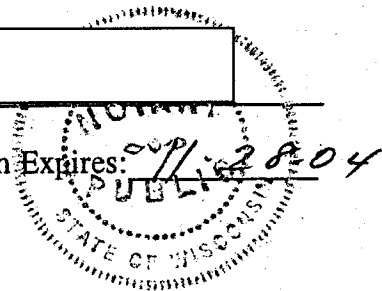
[]

Steven-Alan: Magritz, Secured Party-Creditor, Power of Attorney, of the vessel called "Steven A. Magritz"

[]

Notary Public

My Commission Expires: 08/15/2004



Affidavit of Publication

STATE OF WISCONSIN }
Ozaukee County } SS

(Apr. 19, 26, May 3, 2001)
NOTICE OF REMEDY

Notice is hereby given regarding trespass against the rights, title, or interests of Steven-Alan: Magritz, in any property, corporeal or incorporeal, wherever situated, by officers of the vessel known as Ozaukee County operating under color of law, or by any man, woman, or person, THAT:

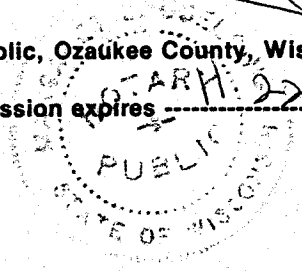
- 1) Any tort-feasor will be held personally liable, in his or her private capacity;
- 2) The vessel itself may be subjected to the remedy of *grounding*, i.e., removed from admiralty/maritime jurisdiction to the jurisdiction of the organic Republic under the constitution for the United States of America, 1787, amended 1791;
- 3) Tort-feasors are subject to liquidated damages in the amount of \$15,000,000.00 for each and every occurrence of trespass, from each and every tort-feasor, personally, jointly, and severally.
- 4) Anyone so interested take Notice of an Affidavit of no contracts and waiver of benefits recorded with the Register of Deeds in Ozaukee County, document number 674178.

William F. Schanen III, being duly sworn, says that he is the vice president of Port Publications, Inc., publishers of the Ozaukee Press, a public newspaper of general circulation, printed and published in the city of Port Washington and county of Ozaukee, Wisconsin; that a notice, of which the printed one hereto attached is a true copy, was published in the Ozaukee Press once each week for 3 weeks successively; that the first publication thereof was on the 19 day of April A.D. 20 01, and that the last publication thereof was on the 3 day of May A.D. 20 01.

William F. Schanen III

Subscribed and sworn to before me this 15th day of May A.D. 20 01

Notary Public, Ozaukee County, Wisconsin.
My commission expires 22-01



Formal Certificate of Protest

Notary Public of the State of Wisconsin
#LDPS011224

State of Wisconsin

County of) SS

Accepted For Value
STEVEN A. MAGRITZ
January 15, 2002 AD
01881263

On this the 15th day of January, in the year of our Lord two thousand and two, before me, , a duly empowered notary public in and for the County of , State of Wisconsin, personally appeared Steven-Alan: Magritz, Power of Attorney in Fact for, and Secured Party-Creditor of the vessel called "Steven A. Magritz"; Priority Claimant; Wisconsinite, and declared the following as evidenced by the Affidavit of Negative Averment attached hereto and incorporated herein by reference in its entirety.

That on or about December 24, 2001, the aforesaid Secured Party-Creditor did receive a commercial offer from Dennis E. Kenealy, dba attorney, which Secured Party-Creditor conditionally accepted upon proof of claim, a copy of which is attached hereto.

That the Secured Party-Creditor has not received a response from Dennis E. Kenealy or from anyone else with regard the conditional acceptance #LDPS011224 of the offer from Kenealy.

That the Secured Party-Creditor has not received a response from Dennis E. Kenealy or from anyone else with regard the NOTICE OF DEFAULT/DISHONOR - OPPORTUNITY TO CURE dated January 10, 2002.

That Dennis E. Kenealy has failed to show proof of claim and is in default.

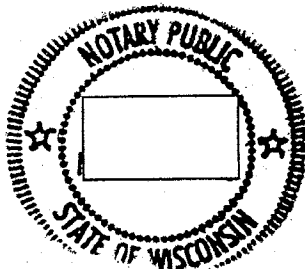
That Dennis E. Kenealy has agreed by the operation of *tacit procuration* to the terms of the **Self-Executing Contract/Security Agreement In Event Of Unauthorized Disposal** as set forth in the aforesaid NOTICE OF DEFAULT/DISHONOR, which terms are attached hereto and incorporated herein by reference in their entirety as if fully reproduced herein.

Attesting notarial officer hereby enters this Note of Protest accordingly, to serve and avail the aforesaid Secured Party-Creditor hereafter if found necessary.

Notary Public

My Commission Expires:

February 15, 2004



deposit accounts, accounts, documents, and general intangibles, and all Kenealy's interest in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing debtor's contractual obligation in favor of Secured Party; (3) and agrees with Secured Party's filing of a UCC Financing Statement wherein Kenealy is debtor and Steven-Alan: Magritz is Secured Party; (4) consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary for maintaining Secured Party's perfected security interest in all of Kenealy's property and interest in property pledged as collateral in Security Agreement described above in paragraph "(2)", until Kenealy's contractual obligation theretofore incurred has been fully satisfied; (5) authorizes Secured Party's filing of any UCC Financing Statement, as described above in paragraph "(3)", as well as in paragraph "(4)", and the filing of any Security Agreement, as described above in paragraph "(2)", in the UCC filing office; (6) consents and agrees that any and all such filings described in paragraphs "(4)" and "(5)" above are not, and may not be considered, bogus, and that Kenealy will not claim that any such filing is bogus; (7) waives all defenses and counterclaims, both civil and criminal; and (8) appoints Secured Party as Authorized Representative for Kenealy, effective upon Kenealy's default re Kenealy's contractual obligations in favor of Secured Party as set forth below under "Payment Terms" and "Default Terms", with full authorization and power granted Secured Party for engaging in any and all actions on behalf of Kenealy including, but not limited by, authentication of a record on behalf of Kenealy, as Secured Party, in Secured Party's sole discretion, deems appropriate, and Kenealy, further consents and agrees that this appointment of Secured Party as Authorized Representative for Kenealy, effective upon Kenealy's default, is irrevocable and coupled with a security interest.

Kenealy further consents and agrees with all the following additional terms of Self-executing Contract/Security Agreement in event of Unauthorized Disposal:

PAYMENT TERMS:

In accordance with fees for unauthorized disposal as set forth above, Kenealy hereby consents and agrees that Kenealy shall pay Secured Party all unauthorized-disposal fees in full within ten (10) days of date that Secured Party's invoice, hereinafter "Invoice", itemizing said fees, is served upon Kenealy.

DEFAULT TERMS:

In event of non-payment in full of all unauthorized-disposal fees by Kenealy within ten (10) days of date Invoice is served, Kenealy shall be deemed in default and (a) all of Kenealy's property and interest in property pledged as collateral by Kenealy, as set forth in above in paragraph "(2)", immediately becomes, i.e., is, property of Secured Party; (b) Secured Party is appointed Kenealy's Authorized Representative as set forth above in paragraph "(8)"; and (c) Kenealy consents and agrees that Secured Party may take possession of as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited by, sale at auction, at any time following Kenealy's default, and without further notice, any and all of Kenealy's former property and interest in property formerly pledged as collateral by Kenealy, now property of Secured Party, in respect of this Self-executing Contract/Security Agreement in Event of Unauthorized Disposal, that Secured Party, again in Secured Party's sole discretion, deems appropriate.

TERMS FOR CURING DEFAULT:

Upon event of default, as set forth above under "Default Terms", irrespective of any and all of Kenealy's former property and interest in property in the possession of, as well as disposed of by, Secured Party, as authorized above under "Default terms", Kenealy may cure Kenealy's default re only the remainder of Kenealy's former property and interest in property formerly pledged as collateral that is neither in the possession of, nor otherwise disposed of by, Secured Party within twenty (20) days of date of Kenealy's default only by payment in full.

TERMS OF STRICT FORECLOSURE:

Kenealy's non-payment in full of all unauthorized-disposal fees itemized in Invoice within said twenty (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining property

and interest in property formerly pledged as collateral by Kenealy, now the property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party, upon expiration of said twenty (20) day strict foreclosure period.

Further Affiant saith naught,

[Redacted]

Steven-Alan: Magritz, Secured Party-Creditor of the vessel called Steven A. Magritz; Power of Attorney in Fact; Priority Claimant; Wisconsinite

January 15, 2002
date

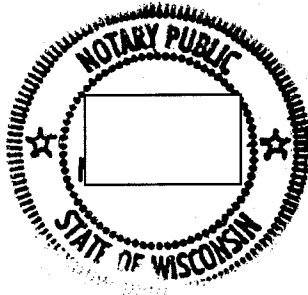
This Affidavit, consisting of 3 pages, was sworn and subscribed before me, a Notary Public for the State of Wisconsin, [Redacted] County, by Steven-Alan: Magritz on this 15th day of January, 2002.

[Redacted]

Notary Public

My Commission expires

February 15, 2004



Name and Address of Sender: Steven-Alan: Magritz
 [c/o W3797 Shady Lane]
 Saukville
 Wisconsin state
 In the united States of America

Check type of mail:
 RETURN receipt(RR) for Merchandise
 Express Registered Insured
 Certified Intl Rec. Del
 Del. Confirmation (DC)

If Registered Mail check below
 Insured Not Insured
 Affix as or to this



U.S. POSTAGE PAID SAUKVILLE, WI 53080 JAN 16 '02 AMOUNT \$1.00 00061753-03

Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value	Insured Value	Due Sender If COD	RR Fee	DC Fee	SC Fee	SH Fee	SU Fee	RV Fee	Remarks
1	011602A	David H. Albert, 11525 N. Vega Ave., Mequon, WI 53097													Kenealy Certificate of Protest #LDP011224 with Affidavit
2	011602B	Clarence A. Boesch, P.O. Box 248, Cedarburg, WI 53012													Kenealy Certificate of Protest #LDP011224 with Affidavit
3	011602C	Elizabeth Breisford, E3612 Norport Dr., Port Washington, WI 53074													Kenealy Certificate of Protest #LDP011224 with Affidavit
4	011602D	Karen E. Bromann, 5210 W. Sunnyside Dr., Mequon, WI 53092													Kenealy Certificate of Protest #LDP011224 with Affidavit
5	011602E	Paul H. Brunnquell, 3420 Hwy, W, Port Washington, WI 53074													Kenealy Certificate of Protest #LDP011224 with Affidavit
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7	011602G	Mark A. Cronce, 9309 W. Stanford Ct., Mequon, WI 53097													Kenealy Certificate of Protest #LDP011224 with Affidavit
8	011602H	Donald Dohrwardt, 305 S. Milwaukee Street, Fredonia, WI 53021													Kenealy Certificate of Protest #LDP011224 with Affidavit
9	011602I	Jack A. Eckert, 312 W. Washington Street, Port Washington, WI 53074													Kenealy Certificate of Protest #LDP011224 with Affidavit
10	011602J	Theodore C. Egelhoff, 4030 Freistadt Rd., Mequon, WI 53092													Kenealy Certificate of Protest #LDP011224 with Affidavit
11	011602K	John C. Groszklaus, 1316 13th Ave., Grafton, WI 53024													Kenealy Certificate of Protest #LDP011224 with Affidavit
12	011602L	John J. Hilber, 112 E. Freistadt Rd. Unit C, Thiensville, WI 53092													Kenealy Certificate of Protest #LDP011224 with Affidavit
13	011602M	Scott A. Jaeger, 110 W. Fransee Ln., Saukville, WI 53080													Kenealy Certificate of Protest #LDP011224 with Affidavit
14	011602N	Frederick Kaul, 1615 Ulao Parkway, Grafton, WI 53024													Kenealy Certificate of Protest #LDP011224 with Affidavit
15	011602O	Dennis E. Kenealy, 121 W. Main Street, Port Washington, WI 53074													Kenealy Certificate of Protest #LDP011224 with Affidavit
		Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.								

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Frank Weck

U.S. POSTAGE
 Paid
 SAUKVILLE, WI
 53080
 JAN 16, 02
 AMOUNT
 \$1.00
 00061753-03



Check type of mail:
 RETURN receipt(RR) for Merchandise
 Express Registered Insured
 Certified Del. Confirmation (DC)

If Registered Mail check below
 Insured Not Insured
 Affix as ce or for this t

0000

Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value	Insured Value	Due Sender If COD	RR Fee	DC Fee	SC Fee	SH Fee	SD Fee	RD Fee	Remarks
1	011602 P	Alan P. Kletti, 1134 Brookside Dr., Grafton, WI 53024													Kenaley Certificate of Protest #LDPS011224 with Affidavit
2	011602 Q	Stanley T. Kulfan, 12139 N. Lakeshore Dr., Mequon, WI 53092													Kenaley Certificate of Protest #LDPS011224 with Affidavit
3	011602 R	George O. Lampert, 1027 W. Lincoln Ave., Port Washington, WI 53074													Kenaley Certificate of Protest #LDPS011224 with Affidavit
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14	011602 AC	Katherine L. Smith, 9915 N. Valley Hill Dr., Mequon, WI 53092													Kenaley Certificate of Protest #LDPS011224 with Affidavit
15	011602 AD	Maurv A. Straub, 1201 S. Spring Street, Port Washington, WI 53074													Kenaley Certificate of Protest #LDPS011224 with Affidavit
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)											
15		15		jm truck											

PS Form 3877, April 1999 Complete by Typewriter, Ink, or Ball Point Pen

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Name and Address of Sender: Steven-Alan Magritz, c/o W3797 Shady Lane, Saukville, Wisconsin state, in the united States of America

Check type of mail: RETURN receipt(RR) for Merchandise, Express Registered Insured, COD

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1	011602AE	Warren R. Shumpe, 1531 W. Greenbriar Ln 107N, Mequon, WI 53092									Kenealy Certificate of Protest #LDPS011224 with Affidavit
2	011602AE	Glenn F. Shumpf, 340 Horns Corners Rd., Cedarburg, WI 53012									Kenealy Certificate of Protest #LDPS011224 with Affidavit
3	011602AE	James H. Ueselding, N49 W6557 Western Rd., Cedarburg, WI 53012									Kenealy Certificate of Protest #LDPS011224 with Affidavit
4	011602AE	Gerald E. Walker, W70 N1018 Hampton Ct., Cedarburg, WI 53012									Kenealy Certificate of Protest #LDPS011224 with Affidavit
5	011602AE	Sylvester N. Weyker, 6737 Clay Ridge Rd., Cedar Grove, WI 53013									Kenealy Certificate of Protest #LDPS011224 with Affidavit
6	011602AE	Gus W. Wirth Jr., N54 W5989 Portland Rd., Cedarburg, WI 53012									Kenealy Certificate of Protest #LDPS011224 with Affidavit
7	011602AK	Notarial Services, 9802 Hillcrest, Whitelaw, WI 54247									Kenealy Certificate of Protest #LDPS011224 with Affidavit
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