

State of Alabama)
County of Shelby)

Assignee's Update of Patent

This document contains pages six pages

Comes now, Terry Colafrancesco, as President of Caritas of Birmingham, with clean hands living on the land recognizing the Republic Alabama claiming all rights known and unknown waiving none.

I/we have no known or unknown contracts, license, franchise, or any other written or oral agreement of any type, which in any way abrogates, violates, disparages, handicaps or limits in any way my/our un-alienable rights affirmed in, but not limited to the Constitutions of the United States of America and the Republic Alabama.

Considering that fraud is the intentional perversion of truth for the purpose of inducing another in reliance upon it to part with some valuable thing belonging to him or to surrender a legal right – and that silence can only be equated with fraud where there is a legal or moral duty to speak or where an inquiry left unanswered would be intentionally misleading. A reasonable amount of time of sixty days is herein acknowledged for the allowance of rebuttal to the facts conveyed in this document.

Regarding, the Alabama Constitution which recognizes that the sole object and only legitimate end of government is to protect the citizen in the enjoyment of life, liberty, and property, and when the government assumes other functions it is usurpation and oppression and Section 1-1-9 of the Alabama Code which states that "This Code shall not affect any existing right, remedy or defense,".

Now, therefore the aforementioned includes but is not limited to my/our right to own private property.

All officers of the Republic of Alabama having been duly sworn - a voluntary act that expresses the manifestation of their will, to protect my/our private jurisdiction and authority while performing the duties of the people's office is accepted as a binding contract.

Now herein I/we place on public record:

MUNIMENT OF ASSIGNEES' UPDATE OF PATENT

PATENT NUMBER 33320

Know all men by these present that Terry Colafrancesco, as President of Caritas of Birmingham, does severally certify and declare that all the rights, privileges, immunities, and appurtenances, of whatsoever nature, as issued by PATENTS 33320 (see "Attachment 1") under the authority of the UNITED STATES OF AMERICA do hereby accrue by and through the sweat of our brows, labor of my/our hands and grantor's WARRANTY DEED(s) (see "Attachment 2") to Caritas of Birmingham,

(1) The character of said property so PATENTED, is hereafter described:

See attached legal description(s) at "Attachment 2."

(2) Notice of pre-emptive right. pursuant to the Declaration of Independence [1776], the 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 recipient thereof is mandated by Art. VI Sections 1, 2, and 3; Art. IV Sections I CL. 1, & 2; Section 2 CL. 1 & 2; Section 4; the 4th, 7th, 9th, and 1 of the amendments U.S. Constitution, 1781-91

To acknowledge assignee's update of patent prosecuted by authority of Art. III section 2 cl. 1 & 2 and enforced by original/exclusive jurisdiction thereunder and it is the only way a perfect title can be had in our names, Wilcox vs. Jackson, 13 PET.(U.S.) 498, 101. 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, Litchfield vs. The Register, 9 Wall. (U.S.) 575, 191. Ed. 681. This document is instructed to be attached to all deeds and/or conveyances in the names) of the above party(ies) as requiring recording of this document, in a manner known as nunc pro tunc [as it should have been done in the beginning], by order of United States supreme law mandate as endorsed by case history cited.

(3) NOTICE AND EFFECT OF A LAND PATENT.

A grant of land is a public law standing on the statute books of the Alabama, and is notice to every subsequent purchaser under any conflicting sale made afterward; Wineman vs. Gastrell, 54 Fed 819, 4 CCA 596, 2 US app 581.
<http://ftp.resource.org/courts.gov/c/F1/0054/0054.f1.0819.pdf>

Nothing passes a perfect title to public lands, with the exception of a few cases, but a patent." A patent alone passes title to the grantee; Wilcox vs. Jackson, 13 PET (U.S.) 498, 10. 1. ED. 264.

http://scholar.google.com/scholar_case?case=1666073288820120411&q=Wilcox+vs.+Jackson,+13+PET+%28U.S.%29+498,+10.+1.&hl=en&as_sdt=2,1

When the United States has parted with title by a patent legally issued, and 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 vs. Danks, 13, LA.ANN. 128.

http://scholar.google.com/scholar_case?case=13508138217959905336&q=Cage+vs.+Danks,+&hl=en&as_sdt=2,1

“In ejectment the question always is who has the legal title for the demanded premises, not who ought to have it. In such cases the patent of the government issued upon the direction of the land department is unassailable.” Supreme Court Sanford vs. Sanford, 139 US 642.

http://scholar.google.com/scholar_case?case=16359179392445507263&q=Sanford+vs.+Sanford&hl=en&as_sdt=2,1

“With respect to the public domain, the Constitution vests in Congress the power of disposition and of making all needful rules and regulations. That power is subject to no limitations. Congress has the absolute right to prescribe the times, the conditions, and the mode of transferring this property, or any part of it, and to designate the persons to whom the transfer shall be made. No State legislation can interfere with this right or embarrass its exercise; and to prevent the possibility of any attempted interference with it, a provision has been usually inserted in the compacts by which new States have been admitted into the Union, that such interference with the primary disposal of the soil of the United States shall never be made.” The transfer of legal title (patent) to public domain gives the transferee the right to possess and enjoy the land transferred, Supreme Court Gibson vs. Chouteau, 80 U.S. 92 13 Wall. 92

http://scholar.google.com/scholar_case?case=3600460795942835057&q=Gibson+vs.+Chouteau&hl=en&as_sdt=2,1

A patent for land is the highest evidence of title and is conclusive as evidence against the government and all claiming under junior patents or titles, Supreme Court United States vs. Stone, 69 U.S. 525 (1864) 2 Wall. 525

http://scholar.google.com/scholar_case?case=12577338219417457565&q=United+States+vs.+Stone&hl=en&as_sdt=2,1

Estoppel has been maintained as against a municipal corporation (county). Supreme Court Beadle vs. Smyser, 209 U.S. 393 (1908).

http://scholar.google.com/scholar_case?case=14751586964565471742&q=Beadle+vs.+Smyser&hl=en&as_sdt=2,1

“Congress has the sole power to declare the dignity and effect of titles emanating from the United States; and the whole legislation of the federal government, in reference to the public lands, declares the patent the superior and conclusive evidence of legal title; until its issuance, the fee is in the government, which, by the patent, passes to the grantee;”

Supreme Court Bagnell vs. Broderick, 38 U.S. 436 (1839) 13 Pet. 436

http://scholar.google.com/scholar_case?case=3400254882085408703&q=Bagnell+vs.+Broderick&hl=en&as_sdt=2,1

State statutes that give lesser authoritative ownership of title than the patent can not even be brought into federal court, Supreme Court Langdon vs. Sherwood, 124 U.S. 74, 80.

http://scholar.google.com/scholar_case?case=5582376983123894912&q=Langdon+vs.+Sherwood&hl=en&as_sdt=2,1

The power of congress to dispose of its land cannot be interfered with, or its exercise embarrassed by any state legislation; nor can such legislation deprive the grantees of the United States 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.

Supreme Court Gibson vs. Chouteau. 13 WAL. 80 U.S. 92 (1871) 13 Wall. 92

http://scholar.google.com/scholar_case?case=3600460795942835057&q=Gibson+vs.+Chouteau&hl=en&as_sdt=2,1

(4) 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 most carefully complied with. And where the title has 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, Torrence system.

Patents are issued (and theoretically passed) between sovereigns Supreme Court, Leading Fighter vs County of Gregory, 230 N.W.2d 114 (1975)

http://scholar.google.com/scholar_case?case=774696940855632742&q=Leading+Fighter+vs+County+of+Gregory&hl=en&as_sdt=2,1

The patent is prima facie conclusive evidence of title, Marsh vs Brooks, 49 U.S. 223,233.

http://scholar.google.com/scholar_case?case=4164080031600256505&q=Marsh+vs+Brooks&hl=en&as_sdt=2,1

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.2d 696 (1939),

http://scholar.google.com/scholar_case?case=13119501787961501101&hl=en&as_sdt=205&sciodt=2,1

The original meaning of a perpetuity is an inalienable, indestructible interest. Bouvier's Law Dictionary, volume III p. 2570, (1914).

A land patent is a conclusive evidence that the patent has been complied with the act of congress as concerns improvements on the land, etc Jenkins vs Gibson, 3 LA ANN 203.

http://scholar.google.com/scholar_case?about=7879007203366298511&q=Jenkins+vs+Gibson&hl=en&as_sdt=2,1

(5) CLAIM OF ALL RIGHTS.

It is hereby declared that Assignee takes claim of all rights, privileges, immunities and appurtenances of whatsoever nature to aforementioned property, *Cuius est solum eius est usque ad coelum et ad inferos*, Common Law doctrine, and, pursuant to its application as defined in United States v. Causby – 328 U.S. 256 (1946),

“The fact that he (landowner) does not occupy it (air) in a physical sense – by the erection of buildings and the like – is not material. As we have said, the flight of airplanes, which skim the surface but do not touch it, is as much an appropriation of the use of the land as a more conventional entry upon it...”

"...While the owner does not in any physical manner occupy that stratum of airspace or make use of it in the conventional sense, he does use it in somewhat the same sense that space left between buildings for the purpose of light and air is used. The superadjacent airspace at this low altitude is so close to the land that continuous invasions of it affect the use of the surface of the land itself. We think that the landowner, as an incident to his ownership, has a claim to it, and that invasions of it are in the same category as invasions of the surface."

Pursuant to *Hinman v. Pacific Air Transport* 84 F.2d 755,

"The landowner owns at least as much of the space above the ground as they can occupy or use in connection with the land."

Pursuant to *Butler v. Frontier Telephone Co.*, 186 N.Y. 486, 79 N.E. 716 pp. 491,

"...an owner is entitled to the absolute and undisturbed possession of every part of his premises, including the space above, as much as a mine beneath..."

BE IT THEREFORE, applied that the cited cases supporting the Assignee's claim of all privileges, immunities and appurtenances of whatsoever nature, *Cuius est solum eius est usque ad coelum et ad inferos*, and Assignee's protection of right to aforementioned property from 5th Amendment U.S. Constitutional infringes of a taking, is thereby applied in all matters concerning, but not limited to: eminent domain, unreasonable search and seizure, surveillance, unjust regulation, and unjust taxation.

Every home is a castle; though the winds of heaven blow through it, officers of the state cannot enter.

Caritas of Blhore *Derry Colafearna*
AS President.
ASSIGNEE(S)

11 Day of JAN in the Year of Our Lord 2013
DATE

ACKNOWLEDGMENT

State of Alabama)
County of Shelby)

Done before me, Patricia J. Uhlenhake

on the 11th day of Jan. in the year of our Lord 2013

personally appeared Terry Colafrancesco, as President of Caritas of
Birmingham,

known to me to be the individual/individuals whose name is/are affixed to this
instrument.

Patricia J. Uhlenhake

Notary Public

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 21, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS



20130123000031500 6/8 \$33.00
Shelby Cnty Judge of Probate, AL
01/23/2013 04:19:59 PM FILED/CERT

THE UNITED STATES OF AMERICA,

CERTIFICATE }
No. 33,320

To all to whom these presents shall come, Greeting:

Whereas *Enoch P. Parker of Shelby County Alabama*

has deposited in the GENERAL LAND OFFICE of the United States, a Certificate of THE REGISTER OF THE LAND OFFICE at *Tuscaloosa* whereby it appears that full payment has been made by the said

Enoch P. Parker

according to the provisions of the

Act of Congress of the 24th of April, 1820, entitled "An act making further provision for the sale of the Public Lands," for the West half of the South East quarter of Section thirty-one, in Township Eighteen, of Range One East, in the District of lands Subject to Sale at *Tuscaloosa Alabama*, containing Seventy-nine Acres and twenty six hundredths of an acre



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according to the official plat of the Survey of the said Lands, returned to the General Land Office by the SURVEYOR GENERAL, which said tract has been purchased by the said *Enoch P. Parker*:

NOW KNOW YE, That the

United States of America, in consideration of the premises, and in conformity with the several acts of Congress in such case made and provided, HAVE GIVEN AND GRANTED, and by these presents DO GIVE AND GRANT, unto the said *Enoch P. Parker*

and to his heirs, the said tract above described: To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said *Enoch P. Parker*

and to his heirs and assigns forever.

In Testimony Whereof I, *James Buchanan*
PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made PATENT, and the SEAL of the GENERAL LAND OFFICE to be hereunto affixed.

GIVEN under my hand, at the CITY OF WASHINGTON, the *first* day of *June*
in the year of our Lord one thousand eight hundred and *fifty eight* and of the
INDEPENDENCE OF THE UNITED STATES the *Eighty-second*

BY THE PRESIDENT:

James Buchanan

By *C. C. Albright*

Secretary.

J. N. Kranzer

Recorder of the General Land Office.



595-40

This instrument prepared by:
John N. Randolph, Attorney
Sirote & Permutt P.C.
2222 Arlington Avenue
Birmingham, Alabama 35205

Send Tax Notice to:
Caritas of Birmingham

Inst # 1999-34175

STATUTORY WARRANTY DEED

STATE OF ALABAMA

SHELBY COUNTY

08/13/1999-34175
03:04 PM CERTIFIED
KNOW ALL MEN BY THESE PRESENTS
SHELBY COUNTY JUDGE OF PROBATE
001 CRH 163.50

That in consideration of One Hundred Fifty Five Thousand and no/100's Dollars (\$155,000.00) to the undersigned Grantor, William M. Fogleman and wife, Catherine Harding Fogleman, (herein referred to as Grantors) in hand paid by the Grantee herein, the receipt whereof is acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Caritas of Birmingham (herein referred to as Grantees) the following described real estate situated in Shelby County, Alabama, to-wit:

Legal Description:

A part of the West 1/2 of Southeast 1/4 and part of the Northeast 1/4 of Southwest 1/4 of Section 31 Township 18 South Range 1 East; and being more particularly described as follows: Commence at the Northeast corner of the West 1/2 of the Southeast 1/4 of said Section 31 and run South along the East line of said West 1/2 of Southeast 1/4 of said Section a distance of 1839.00 feet to the point of beginning of tract herein described; thence run South along said East line 426.00 feet; thence 135 degrees 00 minutes 37 seconds to the right run in a Northwesterly direction a distance of 3231.43 feet to a point 375.00 feet East of the Northwest corner of the Northeast 1/4 of Southwest 1/4 of said Section 31 thence 135 degrees 30 minutes 02 seconds to the right run East along the North line of said Northeast 1/4 of Southwest 1/4 426.00 feet; thence 44 degrees 26 minutes 34 seconds to the right run in a Southeasterly direction 2626.30 feet in a straight line to the point of beginning. RESERVING AND EXCEPTING from this conveyance, for and during the life of the survivor of the Grantors, to the extent of Grantors' ownership, all oil, gas and other minerals in and under said land, together with all rights and privileges in connection therewith not previously reserved; **provided, however,** Grantors shall not use the surface of the land hereby conveyed in exercising any of the rights reserved herein without obtaining the written consent of the Grantee, and in any event, Grantors shall not, in the exercise of their rights reserved herein, take or cause any action to be taken that would disturb or adversely impact the surface of the land hereby conveyed or Grantee's peaceable use and enjoyment of the same. This reservation of mineral rights shall expire on the death of William M. Fogleman and Catherine Harding Fogleman, whichever last occurs, and the title to the mineral rights reserved herein shall immediately vest in the Grantee without any further action necessary on the part of the Grantor or of the estate or estates of William M. Fogleman or Catherine Harding Fogleman.

Subject to :

1. Taxes for 1999 and subsequent years.
2. Right of Way to Shelby County recorded in Deed Book 229, page 108, in Probate Office.
3. Title to minerals underlying caption lands in NE 1/4 of SW 1/4 of Section 31, Township 18, Range 1 East, with mining rights and privileges belonging thereto.

TO HAVE AND TO HOLD Unto the said Grantee, his heirs and assigns, forever.


IN WITNESS WHEREOF, the said Grantor, has hereto set his/her/their signature and seal, this the 10th day of August, 1999.

William M Fogleman
William M. Fogleman

Catherine Harding Fogleman
Catherine Harding Fogleman

State of Alabama

Baldwin County


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On this 10th day of August, 1999, I, the said undersigned, a Notary Public in and for said county and in said state, hereby certify that William M. Fogleman and wife, Catherine Harding Fogleman, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily as his/her/their act on the day the same bears date.

Given under my hand and seal of office this 10th day of August, 1999.

Clairissa S McKinney
Notary Public
Affix Seal
My commission expires: 8/6/03