

**RECORDING REQUESTED BY)**

David-Invictus: Wheeler®©

Grantee / American Indian

**WHEN RECORDED MAIL TO)**

David-Invictus: Wheeler®©

c/o Albaamaha Indian Country

309 Chesser Loop Circle

Chelsea, Alabama Republic

Zip code exempt (DMM 602 1.3e(2))



20190524000178890 1/7 \$33.00  
Shelby Cnty Judge of Probate, AL  
05/24/2019 11:58:13 AM FILED/CERT

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**KNOWN YE ALL MEN THAT I, David-Invictus: Wheeler®©, an Aborigine American**

**(American Indian), the undersigned, do certify**

**and declare that I am the assignee of the land patents or grants that are filed and known as, land patent certificate number: 20138 where said copies of which are attached hereto (see attachment B).**

**I, further certify that I am the assignee to a portion of said patent or grant, which is legally and lawfully described and attached hereto and made a part hereto and made part of hereof being the only way a perfect, paramount title can be had in my name, and particularly the following described real estate so sought to be patented:**

**Township 19S, Range 1W, Section 27.**

**Location of private land defined by proper metes and bounds for land 12 miles below land and 12 miles above land on Albaamaha Indian Country at 309 Chesser Loop Circle Chelsea Alabama, Beginning at Latitude: 33° 21' 11.376" N / 86° 37' 47.312" W, Lot Dimension 1: 84.09ft, Lot Dimension 2: 90ft, Acres: 0.14 containing 6,098.4 surface square feet.**

**Property Location: 309 Chesser Loop Circle. (as it is displayed in the attached photograph.)**

**Legal Description: Lot 99, according to the Amended Map of Cottages at Chesser Phase 2, recorded in Map Book 38, Page 49, in the office of the Judge of Probate, Shelby County, Alabama**

**NO CLAIM IS MADE HEREIN THAT I HAVE BEEN ASSIGNED THE ENTIRE TRACT OF LAND AS DESCRIBED IN THE ORIGINAL PATENT(S) OR GRANT(S). RECLAMATION OF ALLODIAL TITLE AND INDIGENOUS TITLE, VIA THIS LAND PATENT, AND THIS ASSIGNMENT IS ONLY INCLUSIVE TO THE ATTACHED PHOTOGRAPH WHICH IS REPRESENTATIVE OF THE PERSPECTIVE OR LEGAL DESCRIPTION THAT IS RECORDED. ALLODIAL TITLE AND INDIGENOUS TITLE WAS NEVER ESTINGUISHED AND ARE THUS REVESTED, WITHIN THE CONFINES OF THIS LEGAL DOCUMENT, AS IT STRICTLY PERTAINS TO THE HEREIN DESCRIBED REAL PROPERTY, TO ME, David-Invictus: Wheeler.**

**THIS DECLARATION OF LAND PATENT IS IN ACCORD WITH AND PROTECTED BY UNITED STATES EXECUTIVE ORDER 12803 AND 49 STATUTE 3097 TREATY SERIES 881, ALSO, UNITED NATIONS DECLARATION ON THE GRANTING OF INDEPENDENCE TO COLONIAL COUNTRIES AND PEOPLES ON 14 DECEMBER 1960, UN GA/RES 1514(XV) AND BY PROVISIONS OF CUSTOMARY AND TREATY-BASED INTERNATIONAL LAW, GRANTING THE PEOPLE ALL POWERS THAT HAD PREVIOUSLY BEEN CLAIMED AND EXERCISED BY ALIEN PEOPLES AND THEIR AGENTS AND ASSIGNS. BASIC REQUIREMENTS THAT COLONIZING PEOPLE TRANSFER ALL POWERS TO THE COLONIZED PEOPLE IS MANDATED AT ARTICLE 5 OF THIS DECLARATION AND THE AFFIRMATION OF THE DECLARATION ON THE RIGHTS OF INDIGENOUS PEOPLES BY THE GENERAL ASSEMBLY A/61/L/67 SEPTEMBER 7, 2007; UNITED NATIONS DECLARATION OF INDIGENOUS RIGHTS 2007; INCLUDING; ARTICLE 37, (1)INDIGENOUS PEOPLE HAVE THE RIGHT TO THE RECOGNITION, OBSERVANCE, AND ENFORCEMENT OF TREATIES, AGREEMENTS, AND OTHER CONSTRUCTIVE ARRANGEMENTS CONCLUDED WITH STATES OR THEIR SUCCESSORS AND TO HAVE STATES HONOR AND RESPECT SUCH TREATIES, AGREEMENTS, AND OTHER CONSTRUCTIVE ARRANGEMENTS. (2) NOTHING IN THIS DECLARATION MAY BE INTERPRETED AS DIMINISHING OR ELIMINATING THE RIGHTS OF INDIGENOUS PEOPLES CONTAINED IN TREATIES, AGREEMENTS, AND OTHER CONSTRUCTIVE ARRANGEMENTS. NO ONE SHALL BE ARBITRARILY DEPRIVED OF HIS PROPERTY, PER THE DICTATES OF THE UNIVERSAL DECLARATION OF HUMAN RIGHTS, ARTICLE 17(2). THIS DECLARATION OF LAND PATENT IS ESTABLISHED UNDER THE INTERNATIONAL HAGUE TRUST CONVENTION. THE FILING OF THIS DECLARATION OF LAND PATENT SHALL NOT DENY OR INFRINGE ON ANY RIGHT, PRIVILEGE OR IMMUNITY OR ANY OTHER ASSIGNEE TO ANY OTHER PORTION OF LAND COVERED IN THE ABOVE DESCRIBED PATENT, CERTIFICATE OR GRANT NUMBER.**

IF THIS DECLARATION OF LAND PATENT IS NOT CHALLENGED IN A TRIBAL HALACHIC COURT WITHIN THIRTY (30) CALENDRIAL DAYS FROM THE DATE OF FILING, THE ABOVE DESCRIBED PROPERTY SHALL BECOME MINE AS ALLODIAL TITLE AND INDIGENOUS TITLE, THIS LAND PATENT SHALL BE UPDATED IN MY NAME, SUBJECT TO THE LIMITATION STATED HEREIN. SEE 18 U.S.C. § 1151, PUBLIC LAW 97-280 (96 STAT.1211) OF 1982, 28 U.S.C. § 1738 AND 18 U.S.C. § 2265. IT IS SETTLED LAW THAT STATE COURTS HAVE NO JURISDICTION OVER INDIANS OR INDIAN AFFAIRS. WILLIAMS V/ LEE, 358 U.S. 217 (1959); RICE V. OLSON, 324 U.S. 786 (1945); WORCESTER V. GEORGIA, 31 U.S. (6 Pe.) 515ET (1832); EX PARTE. SEE THE 1981 DECISION IN USA & SAMISH, SNOHOMISH, SNOQUALMIE & STEILACOOM INDIAN TRIBES & DUWAMISH INDIAN TRIBES V. STATE OF WASHINGTON, 641 F. 2D 1368. NATIONAL FARMERS INS. COS. V. CROW TRIBE, 471 U.S. 845 (1985). BASIL COOK ENTERPRISES INC. V. ST. REGIS MOHAWK TRIBE, 117 F. 3rd 61 (2D CIR. 1997);

**25 U.S. Code § 194 - Trial of right of property; burden of proof** In all trials about the right of property in which an Indian may be a party on one side, and a white person on the other, the burden of proof shall rest upon the white person, whenever the Indian shall make out a presumption of title in himself from the fact of previous possession or ownership. (R.S. § 2126.)

MEMORANDUM OF LAW ON RIGHTS, PRIVILEGES AND IMMUNITIES ALLODIAL, FREE; NOT HOLDEN OR ANY LORD OR SUPERIOR; OWNED WITHOUT OBLIGATION OF VASSALAGE OR FEALTY: THE OPPOSITE OF FEUDAL. *Baker V. Dayton*, 28 Wis. 384; *Wallace V. Harmstad*, 44 Pa. 499: (*Black's Law Dictionary*, 4th Edition).

ALLODIUM. LAND HELD ABSOLUTELY IN ONE'S OWN RIGHT, AND NOT OF ANY SUPERIOR; LAND NOT SUBJECT TO FEUDAL DUTIES OR BURDENS. AN ESTATE HELD BY ABSOLUTE OWNERSHIP, WITHOUT RECOGNIZING ANY SUPERIOR TO WHOM AND DUTY IS DUE ON ACCOUNT THEREOF. 1 Wash. Real Prop. 16. *McCartee v. Orphan Asylum*, 9 Cow., N.Y., 511, 18 Am. Dec 516 (*Black's Law Dictionary*, 4th Edition) and, Transfer by patentee... "Title and rights of bonafide purchaser from patentee... will be protected," *U.S. v. Debell* (1915 CA8 SD) 227 F 760; *U.S. v. Beaman* (1917, CA8 COLO) 242F 876; *State V. Hewitt Land Co.*, (1913) 74 Wash 573, 134 P 474 FROM 43 USCS & 15, n 44;

*Pit River Tribe v. Forest Service*, 469 F.3d 768, 788 (9th Cir. 2006); the federal government owes a fiduciary duty to all Indian tribes as a class.;

*United States v. Sandoval*, 231 U.S. 28, 48 (1913); recognizing that a trust relationship exists with the Pueblos of New Mexico, despite the fact that no treaties were signed with any of the Pueblos;

*Greene v. Rhode Island*, 398 F. 3d 45, 54 (1st Cir. 2005) *Joint Council of the Passamaquoddy Tribe v. Morton*, 528 F. 2d 370 (1st Cir.1975) *Alabama- Coushatta Tribe of Texas v. United States*, 2000 WL 1013532 at \*46-47 (Fed. Cl. 2000); non-recognized tribes enjoy protection under the Indian Nonintercourse Act, 25 U.S.C. § 177;

THE PATENT ALONE PASSES LAND FROM the United States of America TO THE GRANTEE AND NOTHING PASSES A PERFECT TITLE TO PUBLIC LANDS BUT A PATENT. *Wilcox v. Jackson*, 13 Peter (US) 498;

AS ASSIGNEE, WHETHER HE BE THE FIRST, SECOND OR THIRD PARTY TO WHOM THE TITLE IS CONVEYED SHALL LOSE NONE OF THE ORIGINAL RIGHTS PRIVILEGES OR IMMUNITIES OF THE ORIGINAL GRANTEE OF LAND PATENT. The U.S. Constitution STATES IN ARTICLE I, SECTION 10, CLAUSE 1, "No state shall ... impair the obligations of contract.";

ORIGINAL GRANTEE OF LAND PATENT. The U.S. Constitution STATES IN ARTICLE I SECTION 10, CLAUSE 1, "No state shall impair the obligations of contracts.";

EQUAL RIGHTS, PRIVILEGES, AND IMMUNITIES ARE FURTHER PROTECTED UNDER THE 14TH AMENDMENT TO THE U.S. Constitution WHICH SAYS: "No state... shall deny to any person within its jurisdiction the equal protection of the law."

IN THE CASE OF EJECTMENT, WHERE THE QUESTION IS WHO HAS THE LEGAL TITLE, THE PATENT OF THE GOVERNMENT IS UNASSAILABLE. *Sanford v. Sanford*, 139 U.S. 642, 35 L ed 290;

IN FEDERAL COURT, THE PATENT IS HELD TO BE THE FOUNDATION OF TITLE AT LAW. *Fenn v. Holmes*, 21 Howard 481;

A PATENT FOR LAND IS THE HIGHEST EVIDENCE OF TITLE AND IS CONCLUSIVE AS AGAINST THE GOVERNMENT AND ALL CLAIMING UNDER JUNIOR PATENTS OR TITLES. *United States v. Stone*, 2 U.S. 525.





IN EJECTMENT THE LEGAL TITLE MUST PREVAIL, AND A PATENT of The United States of America TO THE PUBLIC LAND PASS THE TITLE IT CANNOT BE ASSAILED COLLATERALLY ON THE GROUND THAT FALSE AND PERJURED TESTIMONY WAS USED SECURE IT. *Steal v. St. Louis Smelting and Refining Co., 106 U.S. 417.*

IMMUNITY FROM COLLATERAL ATTACK: *Collins v. Bartlett, 44 Cal 371; Webber v. Pere Marquette Boom Co., 62 Mich 626, 30 NW 469; Surgest v. Dow, 24 Miss 118L Pittsmont: Copper Co. v. Vanina, 71 Mont 44 Pac 461 Green v. Barker, 47 Neb 934 66 NW 1032.*

Dated 5/6/2019

Autograph By: [Signature] Grantee,  
Without Recourse. UCC § 3-415(b)  
David-Invictus: Wheeler; [ Seal]

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, Stephanie Tyndal Wardlaw, a Notary Public in and for said County, in the State aforesaid, do hereby certify David Invictus Wheeler personally known to me to be the same Man whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that David-Invictus: Wheeler signed, sealed and delivered said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal this 6<sup>th</sup> day of May 2019.

[Signature]  
NOTARY PUBLIC

MAIL TO: David-Invictus: Wheeler  
c/o Albaamaha Indian Country  
309 Chesser Loop Circle  
Chelsea, Alabama  
Zip code exempt (DMM 602 1.3e(2))



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CERTIFICATE  
No. 20138

# THE UNITED STATES OF AMERICA

To all to whom these Presents shall come, Greeting:

WHEREAS

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

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 North West quarter of the South West quarter  
of section twenty seven, in Township Nineteen, of Range  
One West, in the District of lands subject to sale  
at Tuscaloosa, Alabama, containing forty acres  
and a half hundredth 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 *Abel Kindick*

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 *Abel Kindick*

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, thereto belonging, unto the said *Abel*  
*Kindick*

and to *his* heirs and assigns forever.

In Testimony Whereof, I, *Martin Van Buren*

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 *twentieth* day of *September*  
in the Year of our Lord one thousand eight hundred and *fifty nine* and of the  
INDEPENDENCE OF THE UNITED STATES the Sixty *fourth*

BY THE PRESIDENT: *Martin Van Buren*

By *M Van Buren* Sec'y.

*Wm. C. Barlow* RECORDER of the General Land Office.

ATTACHMENT B

Bureau of Land Management  
Eastern States  
20 M Street, SE, Suite 950  
Washington, DC 20003

FEB 06 2019

\_\_\_\_\_  
Date

I hereby certify that this reproduction is a true copy of the  
official record on file in this office.

Andrea Israel

Authorized Signature



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## ATTACHMENT C

Street level and aerial view of the herein described property



Property Location: 309 Chesser Loop Circle. (as it is displayed in the attached photograph.)

Legal Description: Lot 99, according to the Amended Map of Cottages at Chesser Phase 2, recorded in Map Book 38, Page 49, in the office of the Judge of Probate, Shelby County, Alabama

Location of private land defined by proper metes and bounds for land 12 miles below land and 12 miles above land on Albaamaha Indian Country at 309 Chesser Loop Circle Chelsea Alabama, Beginning at Latitude: 33° 21' 11.376" N / 86° 37' 47.312" W, Lot Dimension 1: 84.09ft, Lot Dimension 2: 90ft, Acres: 0.14 containing 6,098.4 surface square feet.

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**DECLARATION OF ACKNOWLEDGMENT  
OF ACCEPTANCE AND OF LAND PATENT**



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I, David-Invictus: Wheeler, an American Aborigine (American Indian), in the capacity of DAVID INVICTUS WHEELER recorded as the ("Grantee") on the attached deed for the herein described real estate recorded in the office of the Judge of Probate, Shelby County, Alabama bring forth this Declaration of Acknowledgment and Acceptance of Land Patent. It is my free will act and deed to acknowledge my acceptance of the land patent as sole owner under the terms of the land patent. I ask that the record on file in the office of the Judge of Probate, Shelby County, or the office of its equivalence, be corrected to show my acceptance of the land patent and lawful owner of the real estate at 309 Chesser Loop Circle, Chelsea Alabama near 35043.

The declaration of land patent defines the legal description of the herein described property as a portion of the original land patent (see attachment B). I am an assignee and beneficiary of the land patent that was recorded in the General Land Office in the City of Washington on the 20th day of September 1839 by Martin Van Buren as evidenced by certificate number 20138. Any subsequent liens encumbrances, taxes, etc. are void, ab initio/nun pro tunc. Pursuant to Bouvier's Law 1897, "an acknowledged deed is evidence of seizin in the grantee and authorizes recording it; 82 Mass. 48". All of my other real property and interests issued for this real estate and its gain is to be immediately returned to me.

Done under hand and seal of my free will act and deed.


By: 

David-Invictus: Wheeler


Without Recourse. UCC § 3-415(b)

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, , a Notary Public in and for said County, in the State aforesaid, do hereby certify David Invictus Wheeler personally known to me to be the same Man whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that David-Invictus: Wheeler signed, sealed and delivered said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal this 6<sup>th</sup> day of May 2019.

  
NOTARY PUBLIC



**MAIL TO:** David-Invictus: Wheeler  
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