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AFFIDAVIT

Document Number

Document Title

Orankee County State of Wisconsin

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.

SS

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, 574178, 675781, 675637, 685051, 677585, 650771, 682591, 698039, 698040, 698041, 698042, 698440, 701453, and 701953 which are incorporated herein in their entirety by reference as if fully reproduced herein.

VO 1439 PAGE 1 RECORDED 2002 FEB -8 PM 4: 00 W DIN Recording Area Name and Return Address Steven-Alan: Magritz [c/o W3797 Shady Lane] Saukvill \$21 Wisconsin in the united States of America 04-034-09-001.00 Parcel Identification Number (PIN)

Attached hereto and incorporated herein are copies of a Timely

Private Request For Adequate Assurance of Performance which Affiant witnessed a third party mail to the thirtyseven men and women named in said Request. Copies of the Certificates of Mailing, PS Form 3877, are also attached hereto and evidence said mailing.

Further Affiant saith naught,

terit, Mai

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Steven Alan Magritz, Secured Oreditor

Filmay 8, 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 \_\_\_\_\_\_ day of February. 2002 AD.

Notary Public My Contaission expires STATE OF WIGOOI OZAWKEE COUNTY I certify that this is altrue and con document on file and of record in and has been compared by me

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## TIMELY PRIVATE REQUEST FOR ADEQUATE ASSURANCE OF PERFORMANCE #LDPS02121212

#### From:

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

#### To:

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 (aka corporate directors), Maury A. Straub, dba Sheriff, Joseph D. McCormack, dba Honorable, Jeffrey S. Schmidt, dba Clerk of Court, Karen L. Makoutz, dba Treasurer, (all aka corporate officers), and Dennis E. Kenealy, dbr. uttorney, aka corporate agent, each in their private capacity, all thirty-seven (37) being "Debtor(s)" herein

#### at:

[ Debtor's respective address]

## NOTICE TO PRINCIPAL IS NOTICE TO AGENT NOTICE TO AGENT IS NOTICE TO PRINCIPAL

TAKE NOTICE that Steven-Alan: Magritz, hereinafter Requester, does make this timely request, nunc pro tune, to the Debtor(s) shown above, and Debtor's Principal(s) and Agent(s), for an Adequate Assurance of Performance.

Requester in good faith deems himself insecure.

Requester has never received notice that Debtor(s) will never ever again interfere with the peaceful enjoyment and possession of Requester's Claim, that is, the private ground [land] (specifically described in document number 701453, vol. 1433 on record at the office of the Register of Deeds, Ozaukee County, Wisconsin, incorporated herein by reference) that was taken from Requester on October 24, 2001 without claim by force of arms with threat of great bodily harm by Maury A. Straub and dozens of his heavily armed men, notwithstanding Agreements with Debtor including but not limited to LDPS#011001[XX], LDPS#011101A, #LDPS011108A (Deeds, #692784).

Requester has need of securities for the peaceful enjoyment and full use and possession of the land for which Debtor(s) have agreed that Requester has a Right to and Debtor(s) have no claim to.

Requester needs assurances that Debtor(s) will live up to the Agreements and Contracts, as Debtor(s) have shown no indication of backing off and restoring Requester to the peaceful use, copyment and possession of Requester's Claim.

RequestforAdequateAssurance page 1 of 5

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Requester feels insecure in the actions that the Debtor(s) have not taken, including but not ilmited to, not having admitted publicly that the property is that of Requester, not acting to with traw their control, planning and use of the property within Requester's Claim, not having told Requester or acting in any way to give assurances that if Requester were to possess and use the property to the full rights of Requester as Claimant that Debtor(s) would not interfere with that action.

Requester makes these timely requests solely of necessity, as Requester has never been informed that Debtor(s) intend to abide by the contract. Requester feels insecure in that although Debtor(s) admit to having no Claim and that only Requester has a Claim, that the acts and actions as stated herein above and as reported in the newspapers and as communicated to Requester by your public officials at your meetings have demonstrated that it appears as though you do not intend to live by the Agreements and the Contracts.

Please be advised that I intend to enforce the Agreements and Contracts by whatever legal and lawfu! and peaceful means possible, which includes my request herein for assurances that you intend to abide by the Agreements and Contracts.

Requester has urgent need of responses to this request as to Debtor(s) providing adequate assurance of performance by (1) executing and returning to Requester a signed Treaty (ITEM A set forth herein below) under an "unqualified" oath under full commercial liability, (2) providing an indemnification to Requester (ITEM B set forth herein below), and/or (3) an alternative substantive offer suitable to remove Requester's insecurity.

The following questions are necessary, imperative, and material for determination if the aforesaid Agreements have been or are about to be repudiated and/or breached by Debtor(s). This request for adequate assurance, sent to all the above named parties, is the opportunity for each, to perform, nunc pro tunc, the duty owed to all parties, that the terms and conditions agreed to have been and will be adhered to.

Requester is without remedy when Requester must act upon presumptions, as presumptions do not lead to due process. Because of the exigent circumstances under which Requester has suffered from the time the Debtor's committed their admitted trespass, in their private capacity, upon Requester, Debtor's have ten (10) days in which to respond, in writing, to the following questions. If more than ten (10) days are needed to respond, a reasonable extension of time may be granted to Debtor(s), upon written request with a showing of probable cause as to why Debtor(s) need more time. Failure to respond within the ter. (10) day time limit, from the date of mailing as evidenced on the Certificate of Mailing, will result in a fault thereto, and default being issued. A default will result in the prima facie evidence necessary to support the presumption of bad faith on Debtor's(s) part to provide clear and final indemnification.

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A non-responsive answer to any question set forth herein will be deemed a non-responsive answer to all questions. All questions must be answered under penalty of perjury as true, correct, complete, and not misleading. Failure to certify the answers thereto in this manner will be deemed as a non-response to the questions. If the person to whom this Request for Assurance of Performance is addressed is not the proper party to receive this Request, Requester will presume that the person to whom this is addressed will promptly notify the Requester of the name and title of the proper person who should receive this request and/or that the person who gets this Request will forward this request to the proper party forthwith. The principle of "Notice to the principal is notice to the agent and notice to the agent is notice to the principal" applies. This notice also applies to any successors or assigns.

## INQUIRIES

Requester requests Debtor(s) respond to the following inquiries. Answers are provided for each of the inquiries for the convenience of the Debtor(s). Debtor(s) may controvert the statements or claims made by Requester by executing and delivering a verified response point by point, with evidence in support.

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Debtor(s) may freely confess and admit, stipulate and agree to any and all answers provided herein by TACIT PROCURATION by simply remaining silent.

1. Does Debtor freely confess and admit, stipulate and agree, that Debtor has a duty to execute and return to Requester a copy of the Treaty set forth in ITEM A herein below with signature of Debtor affixed thereto?

If no answer is otherwise provided, Debtor stipulates the answer is: "YES".

2. Does Debtor freely confess and admit, stipulate and agree, that Debtor has failed or refused to execute and return to Requester a copy of the Treaty set forth in ITEM A herein below with blue ink or red ink signature of Debtor affixed thereto?

If no answer is otherwise provided, Debtor supulates the answer is: "YES".

3. Does Debtor freely confess and admit, stipulate and agree, that Debtor has failed or refused to offer an alternative substantive offer suitable to remove Requester's insecurity?

If no answer is otherwise provided, Debtor stipulates the answer is: "YES".

4. Does Debtor have any problem with setting the value of the bond and the value of the liability at \$15,000,000 per occurrence per man, woman, or person as set forth in prior notice to the parties by publication in the Ozaukee Press in April and May of 2001 and in prior documents including but not limited to the Affidavit if Negative Averment #LDPS013002GRND incorporated in Formal Certificate of Protest #LDPS013002GRND?

If no answer is otherwise provided, Deb.or stipulates the answer is: "NO".

5. Does Debtor freely confess and admit, stipulate and agree, to indemnify Requester in the amount of \$15,000,000.00 in use fees or rent of Requester's Claim for as long as Debtor does not give assurances that Requester's peaceful use and possession of the Claim [land] is guaranteed?

If no answer is otherwise provided, Debtor stipulates the answer is: "YES".

6. Does Debtor freely confess and admit, stipulate and agree, that Requester may, by and through his Straw Man as secured creditor, execute a Security Agreement and financing statement on behalf of Debtor with Debtor's Straw Man as the named debtor, pursuant to and/or consistent with the terms as set forth in ITEM B below?

If no answer is otherwise provided, Debtor stipulates the answer is: "YES".

7. Does Debtor(s) intend to allow Requester the immediate peaceful possession and use of Requester's Claim?

#### **ITEM A:**

"The public record shows that neither the County, the State, nor any other third party has a claim to the parcel of ground (earth) [land] commonly referred to as being located at W3797 Shady Lane, town of Fredonia, Wisconsin state, specifically described in document number 701453, vol. 1433 on record at the office of the Register of Deeds, Ozaukee County, Wisconsin, from which Steven-Alan: Magritz, Secured Creditor herein, 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 Secured Creditor is the only party who has set forth a Claim to said "land". The public record shows that everybody has recognized the Claim of Secured Creditor, and that nobody is going to create any criminal or civil charges against Secured Creditor for going back onto Secured Creditor's property, and that nobody is going to come out with or without force of arms and remove Secured Creditor from the enjoyment and possession of said property after Secured Creditor returns thereto, and that nobody is going to charge Secured Creditor with any crimes for going back on Secured Creditor's Claim.

The aforesaid shall stand as the Agreement of the parties, and shall be binding on the Undersigned, and the Principal(s) and/ or the Agents of the Undersigned, forever. This agreement further gives recognition to all of the givens and grants claimed by Secured Creditor 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 the Undersigned, and the Principal(s) and/ or Agents of the Undersigned, agree to honor and abide by forever.

#### ITEM B:

## SELF-EXECUTING CONTRACT/SECURITY AGREEMENT:

Aforesaid Debtor (see list of 37 Debtors herein above) is debtor and Steven-Alan: Magritz is Secured Party. Debtor: (1) grants Secured Party a security interest in all of Debtor's property and interest in property in the sum certain of Fifteen Million dollars (\$15,000,000.00); (2) authenticates this Security Agreement wherein Debtor is debtor and Steven-Alan: Magritz is Secured Party, and wherein Debtor pledges all Debtor's property, i.e., All consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-ofcredit rights, chattel paper, instruments, deposit accounts, accounts, documents, and general intangibles, and all Debtor'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 Debtor's Straw Man is debtor and Steven-Alan: Magritz's Straw Man 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 Debtor's property and interest in property pledged as collateral in Security Agreement described above in paragraph "(2)", until Debtor'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 offic:; (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 Debtor 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 Debtor, effective upon Debtor's default re Debtor'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 Debtor including, but not limited by, authentication of a record on behalf of Debtor, as Secured Party, in Secured Party's sole discretion, deems appropriate, and Debtor, further consents and agrees that this appointment of Secured Party as Authorized Representative for Debtor, effective upon Debtor's default, is irrevocable and coupled with a security interest.

## Debtor further consents and agrees with all the following additional terms of <u>Self-executing Contract/Security</u> Agreement:

#### PAYMENT TERMS:

Debtor hereby consents and agrees that Debtor shall pay Secured Party all amounts owing in full within ten (10) days of date that Secured Party's invoice, hereinafter "Invoice", itemizing said amounts, is served upon Debtor.

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#### **DEFAULT TERMS**:

In event of non-payment in full of all amounts owing by Debtor within ten (10) days of date Invoice is served, Debtor shall be deemed in default and (a) all of Debtor's property and interest in property pledged as collateral by Debtor, as set forth in above in paragraph "(2)", immediately becomes, i.e., is, property of Secured Party; (b) Secured Party is appointed Debtor's Authorized Representative as set forth above in paragraph "(8)"; and (c) Debtor 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 Debtor's default, and without further notice, any and all of Debtor's former property and interest in property formerly pledged as collateral by Debtor, now property of Secured Party, in respect of this <u>Self-executing Contract/Security Agreement</u>, 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 Debtor'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", Debtor may cure Debtor's default re only the remainder of Debtor'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 Debtor's default only by payment in full.

### TERMS OF STRICT FORECLOSURE:

Debtor's non-payment in full of all amounts owing 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 nonjudicial strict foreclosure on any and all remaining property and interest in property formerly pledged as collateral by Debtor, 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.

If Debtor(s) fail to come back and respond, Debtor(s) will be deemed to have agreed to the terms herein unless Debtor can show cause otherwise.

Failure by Debtor(s) to timely respond to the Request for Adequate Assurance of Performance will be construed as a failure to adhere to contract terms, which will result in a notice of dishonor and Certificate of Protest. that will evidence the ongoing contempt of the Debtors to the Agreements and Contracts to which they are a party.

Signed this  $6^{7\times}$  day of February, 2002.

Steven-Alan: Magritz, Original held by Bequester in correct capacity of beneficiary of Original Jurisdiction of the Constitution for the united States of 1787 as amended 1791.

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| #LDPS02121212   |                                |   |                                 |                                 |   |                                    | ,t<br>   | Maury A. Straub, 1201 S. Spring Street,                               | Maury A. Straub, 1  |                            | the second se |          |
| #LDPS02121212   |                                |   |                                 |                                 |   |                                    |          | Katherine L. Smith, 9915 N. Valley Hill<br>Dr., Mequon, WI 53092      | Katherine L. Smith, 991<br>Dr., Mequon, WI 53092                          | 0207 AC                    | 14  |          |
| Request for Adequate Assurance  |                                |   |                                 | -                               |   |                                    |          | WI 53074  | <u> </u>  | 13 0207 AB                 | 13  | 1        |
| Request for Adequate Assurance  |                                |   |                                 |                                 |   |                                    | ,<br>,   | Gratton, W1 53024<br>Jeffrey S. Schmidt, 1201 S. Spring Street,       | Gratton, W1 53024<br>Jeffrev S. Schmidt.                                  | OTA I AM                   | 12  | ,        |
| Request for Adequate Assurance<br>#LDPS02121212   |                                |   |                                 |                                 | -   |                                    |          | , 840 5th Avenue,   | Thomas H. Richart, 840 5th Avenue,  |                            |   |          |
| #LDPS02121212   |                                |   |                                 |                                 |   |                                    | on,      | Ralph W. Port, 1700 Holly Lane, Grafton,<br>WI 53024                  | Ralph W. Port, 170<br>WI 53024  | 1207 2                     | 1   |          |
| #LDPS02121212   |                                |   |                                 |                                 |   |                                    |          | Ervin J. Peiffer, 740 N. Montgomery St.,<br>Port Washington, WI 53074 | Ervin J. Peiffer, 740 N. Mon<br>Port Washington, WI 53074                 | Y 2061                     | 10 0207   | t        |
| #LDPS02121212   |                                |   |                                 |                                 |   |                                    |          | 2, 709 Heather CT.,   | Bernadyne M. Pape, 709 Heather CT.,<br>Grafton, WI 53024                  | X 6000                     | 9 0   | . 1      |
| #LDPS02121212<br>Benuet for Adequate Assurance  |                                |   |                                 |                                 |   |                                    | <br>     | 1452 INDIAGE 11.,<br>VI 53074   | Port Washington, WI 53074   | 0207 W                     | 8   |          |
| Request for Adequate Assurance  |                                |   |                                 |                                 |   |                                    |          | 53097   | 103N, Mequon, WI 53097  | 0207 V                     | 70  | 1        |
| Request for Adequate Assurance<br>#LDPS02121212   |                                |   |                                 |                                 |   |                                    | <u>р</u> | , 300 W. Trillium R   | Frances M. Meyers, 300 W. Trillium Rd.                                    |                            |   | 1        |
| #LDPS02121212   |                                |   |                                 |                                 |   |                                    | <u> </u> | loch, N79 W5286<br>hurg. WI 53012                                     | Kimberly J. McCulloch, N79 W5286<br>Bywater In Cedarburg, WI 53012        | *                          | <u>»</u>  | 1        |
| #LDPS02121212   |                                |   |                                 |                                 |   |                                    |          | ack, 1201 S. Spring<br>gton, WI 53074                                 | Joseph D. McCormack, 1201 S. Spring<br>Street, Port Washington, WI 53074  | 207 T                      | 5   |          |
| #LDPS02121212   |                                |   |                                 |                                 |   |                                    |          |   | Belgium, WI 53004   | 0207 S                     | 4   | 1        |
| Request for Adequate Assurance  |                                |   |                                 |                                 |   |                                    |          | 16623 Hwy 57.   | Ave., Port Washington, WI 330/4<br>Rose Hass Leider, N6623 Hwy 57.        | () 207 K                   | <u> </u><br>0   | 1        |
| Request for Adequate Assurance<br>#LDPS02121212   |                                |   |                                 |                                 |   |                                    |          | 1027 W. Lincoln   | George O. Lampert, 1027 W. Lincoln  | <u> </u>                   |   | 1        |
| #LDPS02121212   |                                |   |                                 |                                 |   |                                    |          | 2139 N. Lakeshore<br>092  | Stanley T. Kulfan, 12139 N. Lakeshore<br>Dr. Meguon. WI 53092             | 1207 ()                    | <u>v</u>  |          |
| #LDPS02121212<br>Request for Adequate Assurance   | +                              |   |                                 | _                               |   |                                    |          |   | Grafton, WI 53024   | 0207 P                     | 1   | VI       |
| $\left\{ \right.$   |                                |   |                                 |                                 |   |                                    |          | Brookside Dr.,  | Addressee Name, Sueer, and romouse<br>Alan P. Kletti, 1134 Brookside Dr., |                            |   | î<br>∟Jo |
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| Request for Adequate Assurance<br>#LDPS02121212   |   | \$3.75<br>\$2.00   | \$3.75<br>\$2.00   | فيو فيو ا                                      | - PVI<br>PVI                                   |                     | Port Washington, WI 55974<br>Notarial Services, 9802 Hillcrest,            | <u> </u>                 |                                      |
| Request for Adequate Assurance<br>#LDPS02121212   |   | \$3.75   | \$3.75   |  | - Description                                  |                     | Karen L. Makoutz, 121 W. Main Street,                                      |                          | 0                                    |
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| #LDPS02121212   |   | 12:18:47 PM  | 75-8777  | 000)275-87<br>(800)275-87                      | 02/07/2002                                     |                     | Sylvester N. Weyker, 6737 Clay Ridge                                       |                          |                                      |
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| Request for Adequate Assurance  | _   |  |  |  | •  |                     | Cedarburg, WI 53012  | OJAT AF C                | 2                                    |
| Request for Adequate Assurance  |   | _  | -  | -  | -  |                     | Ln 107N, Mequon, WI 53092  | ODOTAE LI                | 10                                   |
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