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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 026106

2009 APR 23 PM 12:55

MICHAEL A. BROWN
RECORDER

[RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Michael Weathersby
without prejudice
1126 Glasgow Ave
Fort Wayne, Indiana ↗

**NOTICE BY DECLARATION and AFFIDAVIT OF CONSEQUENCES FOR INFRINGEMENT
OF COPYRIGHT TRADE-NAME/TRADEMARK**

And same are accepted for value and exempt from levy.

PLAIN STATEMENT OF FACT

I depose and say as follows:

I, Michael Laurence Weathersby, a natural man and competent witness, do state with the first-hand knowledge the facts herein and in the nature of unalienable rights, claim, without prejudice, a commercial unlimited possessory security interest and common law right of, in and to my Copyright(s), Trademark(s) and Trade-Name(s) listed below. See Indiana Code: IC §26 1-1-207; United States Codes 15 USC §1125, and 18 USC §3571¹.

I am the Secured Party of the herein said Copyright(s), Trademark(s) or Trade-Name(s), as supported by a voluntary Copyright Notice in my possession, dated the 21st day of April, 2009 A.D.

Copyright Notice: All rights reserved re common-law copyright of trade-name/trademark MICHAEL LAURENCE WEATHERSBY© — including any and all derivatives and variations in the spelling, i.e. MICHAEL LAURENCE WEATHERSBY, michael laurence weathersby, MICHAEL L. WEATHERSBY, Michael L. Weathersby, MICHAEL L WEATHERSBY, Michael L Weathersby, MICHAEL WEATHERSBY, Michael Weathersby, MIKE L. WEATHERSBY, Mike L. Weathersby, MIKE WEATHERSBY, Mike Weathersby, M.L. WEATHERSBY, M. L. Weathersby, M L WEATHERSBY, M L Weathersby, WEATHERSBY, MICHAEL LAURENCE, Weathersby, Michael Laurence, WEATHERSBY, MICHAEL L., Weathersby, Michael L., WEATHERSBY, MIKE L., Weathersby, Mike L., — Common Law Copyright ©2009 by Michael Laurence Weathersby. Said common-law trade-name/trademark, MICHAEL LAURENCE WEATHERSBY©, may neither be used nor reproduced, neither in whole nor in part, in any manner whatsoever, without the prior, express, written consent and acknowledgement of Michael Laurence Weathersby as signified by the red-ink signature of Michael Laurence Weathersby, hereinafter “Secured Party”.

With the intent of being contractually bound, any juristic person, as well as the agent thereof, consents and agrees by this Notice that neither said juristic person nor agent thereof shall display, nor otherwise use in any manner, the common-law trade-name/trademark MICHAEL LAURENCE WEATHERSBY©, nor the common-law copyright described herein, nor any derivative of, or any variation in the spelling thereof without the prior, express, written consent and acknowledgment of Secured Party, as signified by Secured Party’s signature in red ink. Secured Party neither grants, nor implies, nor otherwise gives consent for any

¹ Use of copyrighted codes and statutes within this document is only to notice the reader and all who would infringe upon this copyright to that which is applicable to them and is not intended, nor shall it be construed, to mean that the Secured Party confers, submits to, or has entered into any jurisdiction alluded to thereby.

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CASH
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unauthorized use of MICHAEL LAURENCE WEATHERSBY©, and all such unauthorized use is strictly prohibited.

Self-executing Contract/Security Agreement in Event of Unauthorized Use: By this Notice, both the juristic person and the agent thereof, hereinafter jointly and severally “User”, consent and agree that any use of MICHAEL LAURENCE WEATHERSBY©, other than authorized use as set forth herein, constitutes unauthorized use and counterfeiting of Secured Party’s common-law copyrighted property, contractually binds User and renders this Notice a Security Agreement wherein User is Debtor and Michael Laurence Weathersby is Secured Party, and signifies that User:

- (1) grants Secured Party a security interest in all of User’s assets, land and personal property, and all of User’s interest in assets, land and personal property, in the sum certain amount of \$500,000.00 per each occurrence of use of the common-law copyrighted trade-name/trademark MICHAEL LAURENCE WEATHERSBY©, as well as for each and every occurrence of use of any and all derivatives of and variations in the spelling of MICHAEL LAURENCE WEATHERSBY©, plus costs, plus triple damages;
- (2) authenticates this Security Agreement wherein User is Debtor and Michael Laurence Weathersby is Secured Party, and wherein User pledges all of User’s assets, land, consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts, accounts, documents, general intangibles, and all User’s interest in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, wherever located, as collateral for securing User’s contractual obligation in favor of Secured Party for User’s unauthorized use of Secured Party’s common-law copyrighted property;
- (3) consents and agrees with Secured Party’s filing of a UCC Financing Statement in the UCC filing office, as well as in any county recorder’s office, wherein User is a Debtor and Michael Laurence Weathersby is Secured Party;
- (4) consents and agrees that said UCC Financing Statement described 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 User’s property and interest in property pledged as collateral in this Security Agreement and described in paragraph “(2)” until User’s contractual obligation theretofore incurred has been fully satisfied;
- (5) consents and agrees with Secured Party’s filing of any UCC Financing Statement, as described in paragraphs “(3)” and “(4)”, as well as the filing of any Security Agreement, as described in paragraph “(2)”, in the UCC filing office, as well as in any county recorder’s office;
- (6) consents and agrees that any and all such filings described in paragraphs “(4)” and “(5)” are not, and may not be considered, bogus and that User will not claim that any such filing is bogus;
- (7) waives all defenses; and
- (8) appoints Secured Party as Authorized Representative for User, effective upon User’s default re User’s contractual obligations in favor of Secured Party as set forth in “Payment Terms” and “Default Terms”, granting Secured Party full authorization and power for engaging in any and all actions on behalf of User including, but not limited to, authentication of a record on behalf of User as Secured Party, at Secured Party’s sole discretion, and as Secured Party deems appropriate, and User further

consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest.

User further consents and agrees with all of the following additional terms of Self-executing Contract/Security Agreement in Event of Unauthorized Use:

Payment Terms: In accordance with fees for unauthorized use of MICHAEL LAURENCE WEATHERSBY© as set forth herein, User hereby consents and agrees that User shall pay Secured Party all unauthorized use fees in full within ten (10) days of the date User is sent Secured Party's invoice, hereinafter "Invoice", itemizing said fees.

Default Terms: In event of non-payment in full of all unauthorized use fees by User within ten (10) days of date Invoice is sent, User shall be deemed in default and:

- (a) all of User's property and property pledged as collateral by User as set forth in paragraph "(2)" immediately becomes, i.e. is, property of Secured Party;
- (b) Secured Party is appointed User's Authorized Representative as set forth in paragraph "(8)"; and
- (c) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner whatsoever at Secured Party's sole discretion including, but not limited to, sale at auction, at any time following User's default and without further notice any and all of User's property and interest, described in paragraph "(2)" formerly pledged as collateral by User, now property of Secured Party, in respect of this "Self-executing Contract/Security Agreement in Event of Unauthorized Use", that Secured Party, in Secured Party's sole discretion, deems appropriate.

Terms for Curing Default: Upon event of default, irrespective of any and all of User's former property and interest in property, described in paragraph "(2)", in the possession of, as well as disposed of by, Secured Party, as authorized by "Default Terms" User may cure User's default only re the remainder of User's said former property and interest, 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 User's default only by payment in full.

Terms of Strict Foreclosure: User's non-payment in full of all unauthorized use fees itemized in Invoice within said twenty (20) day period for curing default as set forth in "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining former property and interest in property, formerly pledged as collateral by User, now 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 default-curing period.

Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with the UCC filing office. Record Owner Michael Laurence Weathersby, Autograph Common Law Copyright ©2009. Unauthorized use of "Michael Laurence Weathersby" incurs same unauthorized-use fees as those associated with MICHAEL LAURENCE WEATHERSBY©, as set forth in paragraph "(1)" under "Self-executing Contract/Security Agreement in Event of Unauthorized Use".

Notice for the county clerk for any county in Indiana and record court for original jurisdiction, is notice for all. NOTICE: Using a notary on this document does not constitute any adhesion, nor does it alter My status in any manner. The purpose for notary is verification and identification only; not for entrance into any foreign jurisdiction.

I certify and solemnly affirm on my own commercial liability, under penalties of perjury by the Laws of Indiana, that I have read the contents herein and to the best of my knowledge and belief state same are true, correct, complete and not misleading.

A Security – 15 USC
This is a U.S.S.E.C. Tracer
flag and not a point of law

Michael Laurence Weathersby
.....
Michael Laurence Weathersby, Secured Party, All Rights

Reserved

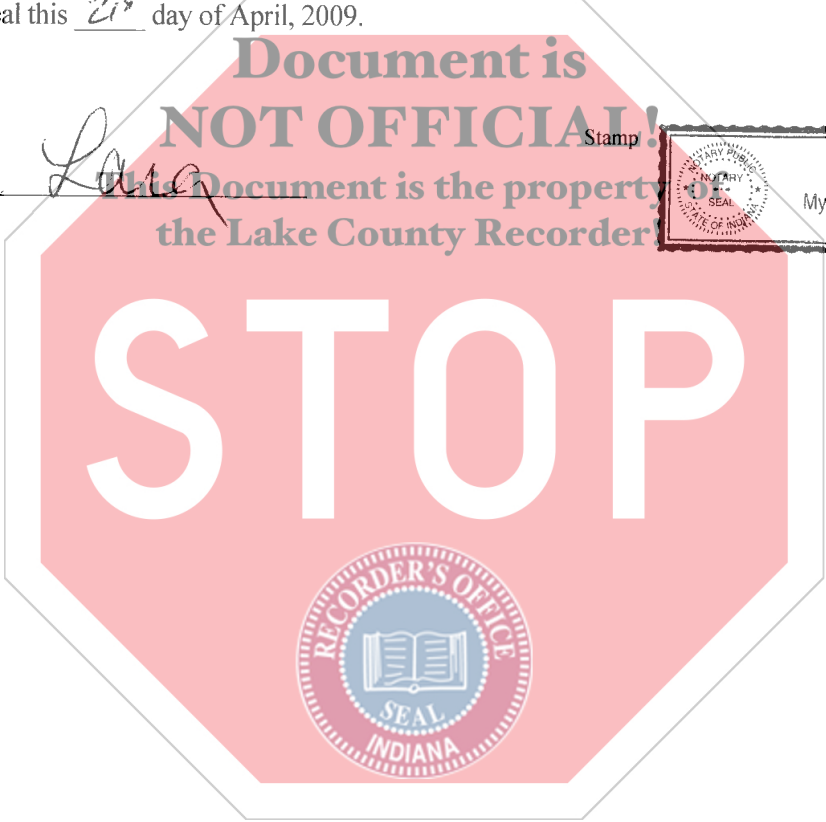
State of Indiana)
) ss. JURAT
Lake County)

On the 21st day of April, 2009, Michael Laurence Weathersby personally appeared before me and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed hereto and acknowledged to me that he/she executed the same under oath or asseveration, and accepts the facts thereof. Subscribed and affirmed before me this day. Witness my hand and seal this 21st day of April, 2009.

Veronica Lara
Notary Signature

Document is
NOT OFFICIAL!
The Document is the property
of the Lake County Recorder

Stamp
VERONICA LARA
Lake County
My Commission Expires
June 14, 2014



Michael Laurence Weathersby