

CAUSE NO. 22-00105

CSD VAN ZANDT LLC

Plaintiff/Counter Defendant

v.

\$ IN THE DISTRICT COURT

UDO BIRNBAUM

Defendant/Cross Plaintiff

\$

\$ 294TH JUDICIAL DIISTRIC

v.

\$

ROBERT O. DOW

COREY KELLAM

CELIA C. FLOWERS

VAN ZANDT COUNTY

Cross Defendants

\$ VAN ZANDT COUNTY, TX

\$

**RESPONSE IN OPPOSITION TO THIS COURT'S SETTING FOR
HEARING BY SUBMISSION OF PLAINTIFF'S MSJ
FOR NOV. 14, 2022**

COMES NOW, UDO BIRNBAUM, Responding in opposition to the above Motion for Summary Judgment by hearing by submission:

Exhibits

- Exhibit 1 Affidavit of Udo Birnbaum – of real estate deed fraud
- Exhibit 2 Battle at the Gate – taking turns with the guillotine
- Exhibit 3 Battle at the Gate – physically putting a stop to it by silver car
- Exhibit 4 2002 Deed - Gwendolyn Thibodeaux to Udo Birnbaum
- Exhibit 5 2017 Deed - Louis Thibodeaux to Udo Birnbaum
- Exhibit 6 2017 Email - Girot as notary preparing Thibodeaux Deed
- Exhibit 7 2020 Email – Girot already in theft mode upon Birnbaum
- Exhibit 8 1st Affidavit of Dow – admitting to clear highly contested
- Exhibit 9 2nd Affidavit of Dow – concealing that was opposed to sneak in fraudulent hearing by submission of fraudulent MSJ
- Exhibit 10 2022 Deed Girot to CSD – “stitching” undivided entitlements to forge into appearance of transfer of 100% land title, etc

Defendant contests and opposes all

1. Defendant opposes and contests all matters by Plaintiff and specifically regarding this fraudulent motion for hearing by submission of this in and by itself fraudulent motion for summary judgment in this in and by itself fraudulent cause against him.

Intro to the fraud of bringing for hearing by submission

2. To submit any motion for hearing by submission requires that it not be opposed, i.e. that there be no currently contested issues. Such is not the case, as shown by the current battle at the gate by taking turns with the guillotine (Exhibit 2) and having to block the gate by parking a car across the entrance (Exhibit 3), also original Affidavit of Robert Dow (Exhibit 8) clearly indicative of conflicts, and latest Affidavit of Dow (Exhibit 9), fraudulently covering up for his earlier affidavit (Exhibit 8), such fraud not only by Dow, but also by all three of his lawyers. And particularly a Motion for Summary Judgment with discovery barely started with answers still out:

”NOTICE OF HEARING. Please take notice that a hearing by submission regarding *Plaintiff’s Motion for Summary Judgment*, filed in the above-styled and numbered cause of action, has been set for **Monday, November 14, 2022 at 4:30 p.m.** The hearing will take place by submission in the 294th Judicial District Court of Van Zandt County, Texas, 121 E. Dallas Street, Suite 301, Canton, Texas 75103”

ESTATES CODE. TITLE 3. GUARDIANSHIP AND RELATED PROCEDURES. SUBTITLE C. PROCEDURAL MATTERS. SUBCHAPTER B. TRIAL AND HEARING.

Sec. 1055.051. HEARING BY SUBMISSION. (a) A court may consider by submission a motion or application filed under this title unless the proceeding is:

(1) contested; or

Summary judgment is for AFTER discovery has shown that:

(i) the deposition transcripts, interrogatory answers, and other discovery responses referenced or set forth in the motion or response, and (ii) the pleadings, admissions, affidavits, stipulations of the parties, and authenticated or certified public records, if any, on file at the time of the hearing, or filed thereafter and before judgment with permission of the court, show that, except as to the

amount of damages, there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law on the issues expressly set out in the motion or in an answer or any other response

INTERROGATORY NO. 1:

IDENTIFY the document of title conveying legal capacity to such LISA LEGER GIROT to bring about such transfer of title (Plaintiff Attachment 1)

INTERROGATORY NO. 2:

IDENTIFY the document of title conveying legal capacity to such PATRICIA MOORE BARCLAY to bring about such transfer of title (Plaintiff Attachment 1)

INTERROGATORY NO. 3:

IDENTIFY the document of title conveying legal capacity to such JAMES T. MOORE III to bring about such transfer of title (Plaintiff Attachment 1).

At issue

3. PLAINTIFF claims title to 148.12 acres in Van Zandt County, Texas by a purported warranty deed “stitching” purported individual undivided entitlements of a Patricia Moore Barclay, James T. Moore, and a Lisa Leger Girot, supposedly arising out of the 2006 estate of a Gwendolyn Wright Thibodeaux, by stitching such purported individual undivided entitlements into purported 100% fee simple land title.

4. DEFENDANT pleads that it is all pure fraud and theft by real estate deed fraud upon the elderly because 1) the 148.12 acres not being part of that estate, 2) no document of administrator’s deed or executor’s deed ever came out of probate nor could it by 4 year statute of limitations (no probate occurred until 2021), 3) no document of deed ever arose among the supposed THREE grantors, and 4) if by nothing else, defendant has full title if by nothing but peaceable and adverse possession, and 5) no document showing passage of title to Barclay, Moore, nor Girot exists.

5. Pro se Defendant, Udo Birnbaum, has in fact interrogatories outstanding to CSD Van Zandt LLC to identify such purported documents. Motion for summary judgment is not available till AFTER discovery, and certainly not by hearing by submission when material facts are still contested:

INTERROGATORY NO. 1:

IDENTIFY the document of title conveying legal capacity to such LISA LEGER GIROT to bring about such transfer of title (Plaintiff Attachment 1)

INTERROGATORY NO. 2:

IDENTIFY the document of title conveying legal capacity to such PATRICIA MOORE BARCLAY to bring about such transfer of title (Plaintiff Attachment 1)

INTERROGATORY NO. 3:

IDENTIFY the document of title conveying legal capacity to such JAMES T. MOORE III to bring about such transfer of title (Plaintiff Attachment 1).

Re Jury Demand

6. Both Plaintiff and Defendant have demanded trial by jury. Plaintiff has already paid the fee. The parties have already started discovery but with no responses, admissions, answers, etc yet. As of today, nothing is before the court but for lots of pleadings, abundance of paper, and blatant fraud:

Plaintiff's Original Petition and Application for Temporary Injunction – 67 pages

Answer and Counterclaim – 1 page

First Amended Answer, Counter, Cross, Trespass to Try Title, Law Licenses, Criminal Referral – 21 pages

Plaintiff's First Amended original Petition and Application for Temporary injunction – 67 pages

Plaintiff's Traditional Motion for Summary Judgment – 113 pages

Plaintiff's Motion for Summary Judgment – set for hearing by submission – no xist?

Details of the fraud

7. The 148.12 acres was brought into the probate of Gwendolyn Wright Thibodeaux by clear error and fraud in the Corrected Affidavit of Facts of December 7, 2009 also in an earlier one of August 16, 2008. It could not have been, as Gwendolyn Wright Thibodeaux signed that property to Defendant Birnbaum April 29, 2002 via warranty deed. This was done long before her death in December 8, 2006.

8. Even if that were not the case, no document of title (such as Executor's deed or Administrator's deed) could have come out of that probate. Lisa Girot brought a belated probate at 15 years - - - long after the 4 year statute of limitations.

9. Emails and phone recordings with Girot show that in 2020 Girot was clearly setting Defendant up for theft.

10. Any chain of title Lisa Girot claims would have been further intercepted by warranty deed Louis Thibodeaux insisted on writing to Defendant Birnbaum April 3, 2017. Louis Thibodeaux, source of supposed inheritance to Lisa Girot - - an inheritance which in regards to this property could not have passed from Gwendolyn Wright Thibodeaux to Louis Thibodeaux because as of 2017 when Defendant obtained the deed, Gwendolyn could not have passed any thing to Louis Thibodeaux nor Louis Thibodeaux to Lisa Girot. Girot's title would have been a "bag of thin air".

11. The warranty deed of June 24, 2022 to CSD Van Zandt LLC is a blatant fraud of and within itself. It is deception and fraud to stitch together divided supposed estate entitlements into a single warranty deed land title and it furthermore contains “weasel” language of “*without recourse against the grantor*”. That phrase is next to the last paragraph and just above the first signature.

12. This very suit upon Defendant by CSD Van Zandt LLC is a fraud - - a real estate deed fraud. This very motion for summary judgment by hearing by submission is fraud. It is contradicting to the original August 23, 2022 affidavit of Robert Dow to make it appear there are no contested issues. No contested issues is the condition for the allowance of any hearing by submission. There are, in fact, contested issues - - highly contested.

13. Like what were these guys up to when they repeatedly cut lock and chain to get their bulldozer to tear up 3000 feet of internal fences of the property Defendant has possessed and lived on since 1985 in his 2200 square foot 1 ½ story house? Was their inquiry before purchase, into the state of the property, or into the state of Defendant as an 85 year old, and just what they were told by Lisa Girot, and why they went with that, instead of inquiring with Defendant or his neighbors? And why, after them multiple times cutting Defendant’s chains, he had to physically park a car across his gate to put a stop to a bulldozer.

PRAYER

Pro se, Defendant Udo Birnbaum, requests relief, any and all against this fraud being committed upon him to restore his property and peace of mind. The function of this Court is not being simply Process, but actual

Justice. Pro Se, defendant, Udo Birnbaum requests notice of this Court of genuine real estate deed fraud upon him and his property, described as 540 VZ County Road 2916, Eustace, Texas 75124, and this land grab by way of deed fraud and that this Court recognize Gwendolyn Wright Thibodeaux left nothing to Louis Thibodeaux who left absolutely nothing to Lisa Girot long before Robert Dow borrowed \$850,000 from Sanger Bank to buy air from Lisa Girot. There are no limitations on fraud.

UDO BIRNBAUM, *Pro Se*
540 VZ County Road 2916
Eustace, TX 75124
903 802-9669
BRNBM@AOL.COM

Certificate of Service

Copy today November 3, 2022 by CMRR 7021 2720 0002 2602 3251 to
Katryna R. Watkins, Flowers Davis, 1021 ESE Loop 323, Suite 200, Tyler,
Texas 75701

UDO BIRNBAUM, *Pro Se*

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COREY KELLAM

CELIA C. FLOWERS

VAN ZANDT COUNTY

Cross Defendants

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\$

VAN ZANDT COUNTY, TX

AFFIDAVIT OF UDO BIRNBAUM

Before me, the undersigned notary public, on this day personally appeared Udo Birnbaum, who after being duly sworn, on his oath stated:

1. My name is Udo Birnbaum. I am over age 18, of sound mind and capable of making this Affidavit.

2. I have diligently, continually, and personally investigated and documented the circumstances surrounding the purported transfer of title of the 148.12 acres at issue (“The Property”) to a CSD Van Zandt LLC as follows:

3. The 148.12 acres was brought into the probate of Gwendolyn Wright Thibodeaux by clear error and fraud in the Corrected Affidavit of Facts of December 7, 2009 also in an earlier one of August 16, 2008. It could not have been, as Gwendolyn Wright Thibodeaux signed that property to me April 29, 2002 via warranty deed. This was done long before her death in December 8, 2006.

4. Even if that were not the case, no document of title (such as Executor’s deed or Administrator’s deed) could have come out of that probate. Lisa Girot brought a belated probate at 15 years - - - long after the 4 year statute of limitations.

5. I have in possession and can clearly show emails and phone recordings with Girot showing that in 2020 she was clearly setting me up for theft although I did not know it at the time.

6. Any chain of title Lisa Girot claims would have been further intercepted by warranty deed Louis Thibodeaux insisted on writing to me April 3, 2017. Louis Thibodeaux, source of supposed inheritance to Lisa Girot - - an inheritance which in regards to this property could not have passed from Gwendolyn Wright Thibodeaux to Louis Thibodeaux because as of 2017 when I obtained the deed, Gwendolyn could not have passed any thing to Louis Thibodeaux nor Louis Thibodeaux to Lisa Girot. Girot's title would have been a "bag of thin air".

7. The warranty deed of June 24, 2022 to CSD Van Zandt LLC is a blatant fraud of and within itself. It is deception and fraud to stitch together divided supposed estate entitlements into a single warranty deed land title and it furthermore contains "weasel" language of "*without recourse against the grantor*". That phrase is next to the last paragraph and just above the first signature.

8. This very suit upon me by CSD Van Zandt LLC is a fraud - - a real estate deed fraud. This very motion for summary judgment by hearing by submission is fraud. It is contradicting to the original August 23, 2022 affidavit of Robert Dow to make it appear there are no contested issues. No contested issues is the condition for the allowance of any hearing by submission. There are, in fact, contested issues - - highly contested. Like what were these guys up to when they repeatedly cut my lock and chain to get their bulldozer to tear up 3000 feet of internal fences of the property I have possessed and lived on since 1985 in my 2200 square foot 1 ½ story house? Was their inquiry before purchase, into the state of the property, or into the state of me as an 85 year old, and just what they were told by Lisa Girot,

and why they went with that, instead of inquiring with me or my neighbors? And why, after them multiple times cutting my chains, I had to physically park a car across my gate to put a stop to a bulldozer.

Summary

Pro Se Defendant hereby designates ALL of his documents as being of him, by him, or upon personal knowledge.

PRAYER

Pro se, Udo Birnbaum, requests relief, any and all against this fraud being committed upon me to restore my property and peace of mind. The function of this Court is not being simply Process, but actual Justice. Pro Se, defendant, Udo Birnbaum requests notice of this Court of genuine real estate deed fraud upon me and my property, described as 540 VZ County Road 2916, Eustace, Texas 75124, and this land grab by way of deed fraud and that this Court recognize Gwendolyn Wright Thibodeaux left nothing to Louis Thibodeaux who left absolutely nothing to Lisa Girot long before Robert Dow borrowed \$850,000 from Sanger Bank to buy air from Lisa Girot. There are no limitations on fraud.

UDO BIRNBAUM, *Pro Se*
540 VZ County Road 2916
Eustace, TX 75124
903 802-9669
BRNBM@AOL.COM

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on this the 3rd day of November 2022 to certify which witness my hand and seal of office.

Notary Public, State of Texas

Exhibit 2 - "Battle at the Gate" - the hardware - 'taking turns with the guillotine'. CSD only made themselves 2 signs - just for me. The heavy chain and lock was MINE. CSD kept cutting MY locks, removing MY No Trespassing notices .



Exhibit 3 - "The Silver Car" - my civilized alternative to "shotgun through the radiator". My "silver car" and MY warranty deed with MY "NO TRESPASSING". CSD multiple times took down MY notices.



WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF VAN ZANDT

That I GWENDOLYN WRIGHT THIBODEAUX, of the County of Van Zandt and State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration to me in hand paid by UDO BIRNBAUM, as follows:

\$10.00 cash in hand paid, and other good and valuable consideration this day paid to me all in cash by the said Udo Birnbaum, the receipt and sufficiency of which is hereby acknowledged and confessed.

have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, onto the said UDO BIRNBAUM, of the County of Van Zandt and State of Texas, all those tracts and parcels of land, totaling more or less 170 acres, described as follows, to-wit:

Property No. 1: That tract or parcels of land, being more or less 150 acres, more fully described in Deed of Records, Vol. 964, page 447.

Property No. 2: That tract or parcels of land, being more or less 18 acres, more fully described in Deed of Records, Vol. 997, page 807.

Property No. 3: That tract or parcels of land, being more or less 4.5 acres, more fully described in Deed of Records, Vol. 1037, page 321.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said UDO BIRNBAUM, his heirs and assigns forever, and I do hereby bind ourselves, and our heirs, executors and administrators, to Warranty and Forever Defend, all and singular the said premises unto the said UDO BIRNBAUM, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED this the 29th day of April, 2002.

Gwendolyn Wright Thibodeaux
Gwendolyn Wright Thibodeaux

THE STATE OF TEXAS
COUNTY OF VAN ZANDT

This instrument was acknowledged before me on this 29th day of April, 2002, by
GWENDOLYN WRIGHT THIBODEAUX.

Debbie Cornett
Notary Public, State of Texas



WARRANTY DEED

THE STATE OF LOUISIANA
PARRISH OF Calcasieu

That I, LOUIS THIBODEAUX, of the Parrish of Calcasieu and State of Louisiana, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration to me in hand paid by UDO BIRNBAUM, Trustee of the LELD Trust, as follows:

\$10.00 cash in hand paid, and other good and valuable consideration this day paid to me all in cash by the said Udo Birnbaum, the receipt and sufficiency of which is hereby acknowledged and confessed,

have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, onto the said UDO BIRNBAUM, Trustee of the LELD Trust, of the County of Van Zandt and State of Texas, all those tracts and parcels of land, totaling more or less 170 acres, described in the records of Van Zandt County, Texas as follows, but reserving and retaining all mineral rights, to wit:

Property No. 1: That tract or parcels of land, being more or less 150 acres, more fully described in Deed of Records, Vol. 964, page 447.

Property No. 2: That tract or parcels of land, being more or less 18 acres, more fully described in Deed of Records, Vol. 997, page 807.

Property No. 3: That tract or parcels of land, being more or less 4.5 acres, more fully described in Deed of Records, Vol. 1037, page 321.

RESERVING AND RETAINING ALL MINERAL RIGHTS, TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto, the said UDO BIRNBAUM, Trustee of the LELD Trust, his heirs and assigns forever, and I do hereby bind ourselves, and our heirs, executors and administrators, to Warranty and Forever Defend, all and singular the said premises unto the said UDO BIRNBAUM, Trustee of the LELD Trust, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED this 3 day of April, 2017

Louis Thibodeaux
Louis Thibodeaux

THE STATE OF LOUISIANA
PARRISH OF Calcasieu

This instrument was acknowledged before me on this 3rd day of April, 2017, by LOUIS THIBODEAUX.

Lisa L. Girot
Notary Public, State of Louisiana

Lisa L. Girot
Notary # 006581
Calcasieu Parish, Louisiana
Commission Expires at Death

From: twosistersenterprises2014@yahoo.com,
To: Brnbm@aol.com,
Subject: Re: Louis Thibodeaux - REPEAT SEND - MODIFIED DOCUMENT
Date: Mon, Apr 3, 2017 10:23 am

Exhibit 6 - Lisa Girot as Notary 2017 preparing Deed Louis Thibodeaux to Udo Birnbaum. Starts from BOTTOM up.
--

I enjoyed our conversation this past weekend. I am in receipt of the modified document and will have Mr. Thibodeaux sign same today. I will attempt to explain to him that you are comfortable in your setting and he should let it be.

Lisa

Two Sisters Enterprises
210 W Napoleon St Ste C
Sulphur LA 70663
337/287-4887

From: "Brnbm@aol.com" <Brnbm@aol.com>
To: twosistersenterprises2014@yahoo.com
Sent: Friday, March 31, 2017 5:36 PM
Subject: Re: Louis Thibodeaux - REPEAT SEND - MODIFIED DOCUMENT

3-31-2017

This is a REPEAT SEND of the MODIFIED document

I just received a phone call from Louis from 337-476-5051 - through Joey Abshire on the phone.

(Joey telling me Louis wants to come down here again - tried to talk them out of it)

My 3-28-2017 e-mail (with attach) may have gotten lost - somewhere.

Joe said "you" try to keep your "home" life separate from your "office".

However, your voicemail provided BOTH of your "other" phones. So left message with LISA number

Also \$50 check been put in mail right after my 3/28/2017 message

Anything you could or would do to calm Louis and Joey would be appreciated

Joe said he "knows" one of "you" - did not say which.

So, here again, as attach - the MODIFIED warranty deed.

Thanks

UDO BIRNBAUM
540 VZ County Road 2916
EUSTACE, TX 75124

903 479-3929

email: BRNBM@AOL.COM

In a message dated 3/28/2017 10:04:02 P.M. Central Daylight Time, Brnbn@aol.com writes:

3-28-2017

Attached as PDF is the modified document:

Par. 3: "but reserving and retaining all mineral rights"

Par. 5: "RESERVING AND RETAINING ALL MINERALS, TO HAVE AND TO HOLD"

Feel free to hand-change the document, and / or let me know if anything else.

Again, I would appreciate if you would attach a **copy of the notarized document** as an email attachment. (any format ok, prefer PDF, JPEG, GIF, PNG)

Also by mail, preferably TWO signed originals, if convenient. I will be mailing a \$50 check.

Thank you,

UDO BIRNBAUM

540 VZ County Road 2916

EUSTACE, TX 75124

903 479-3929

email: BRNBM@AOL.COM

In a message dated 3/27/2017 2:21:13 P.M. Central Daylight Time, twosistersenterprises2014@yahoo.com writes:

I have learned today that Mr. Thibodeaux went to see you. I know he has been greatly concerned about you.

He is of the opinion I need to arrange to have your place cleaned and fumigated. He believes you should come here to live. I have no opinion regarding this. Please advise on this matter so I can show him I attempted to fulfill his request.

On another note, he wishes to reserve mineral rights in the deed. Please have this change made and I will get him to sign.

Thank you-

Lisa

Two Sisters Enterprises

210 W Napoleon St Ste C

Sulphur LA 70663
337/287-4887

From: "Brnbm@aol.com" <Brnbm@aol.com>
To: twosistersenterprises2014@yahoo.com
Sent: Sunday, March 26, 2017 11:16 PM
Subject: Re: Louis Thibodeaux - WARRANTY DEED

3-27-2017

To: Lisa L. Girot
Two Sisters Enterprises

re: Here is the document (as PDF, WORD)

Attached as **PDF** and also as **WORD 2002** - for editing if necessary. Your choice.

Feel free to hand-mark-edit the PDF or WORD. Louisiana may use slightly different titles for such as "county" or "notary". I do not care about the exact differences - will be used in TEXAS.

I would appreciate upon Mr. Thibodeaux signing, if you would attach a **copy of the notarized document** as an email attachment. (any format ok, prefer PDF, JPEG, GIF, PNG)

Also by mail, preferably TWO signed originals, if convenient.

I will be mailing a \$50 check.

Please keep me updated, day or night 24/7

UDO BIRNBAUM
540 VZ County Road 2916
EUSTACE, TX 75124
903 479-3929
email: BRNBM@AOL.COM

In a message dated 3/21/2017 11:57:07 A.M. Central Daylight Time,
twosistersenterprises2014@yahoo.com writes:

Thank you for your prompt response. I will advise Mr. Thibodeaux of the time frame.

Our fee will be \$50.00 and can be paid at your convenience after the

document is executed.

Lisa L. Girot

Two Sisters Enterprises
210 W Napoleon St Ste C
Sulphur LA 70663
337/287-4887
337/515-1291

From: "Brnbm@aol.com" <Brnbm@aol.com>
To: twosistersenterprises2014@yahoo.com
Sent: Tuesday, March 21, 2017 9:50 AM
Subject: Re: Louis Thibodeaux - THANK YOU

3-21-2107

Thank you,

As you recognized, main thing I was trying to establish - was some sort of communication - with someone who can communicate by word, text, email, attachment, etc.

I will now get someone to draw up a document - for him to sign - but it will take me at least a week to get it done.

I will next send such as an email attachment and we can then communicate by phone or text. I am 80 years old, just a little bit younger than Mr. Thibodeaux, but am very well familiar with computers, email, etc., and can hear - and listen.

We can then also make arrangements to get you paid. This should be just a "notarize".

Just for info, I am pretty much available 24 / 7 - day or night.

Thank you very much.

UDO BIRNBAUM
540 VZ County Road 2916
EUSTACE, TX 75124
903 479-3929
email: BRNBM@AOL.COM

In a message dated 3/20/2017 2:28:08 P.M. Central Daylight Time, twosistersenterprises2014@yahoo.com writes:

Mr. Louis Thibodeaux is our client. We are retired paralegals after 28

years of working for a real estate attorney. We are Notaries Public and manage rental properties, as well as veterans helping veterans.

Mr. Thibodeaux delivered to me your letter and requested I respond on his behalf.

Let me say it is very difficult to have conversation with him, as I am sure you realize.

He does not wish to have a lawyer, he wishes for us to help him and I am confident we can. Please have someone draft the document you would like reviewed and email it to our office. If I cannot understand it, I will have my son-n-law review it as he is a licensed attorney.

Mr. Thibodeaux has it in his head to go get you to come live with him. He really cannot make this trip, but if this is of interest to you I will help him make some arrangements for same.

Lisa L. Girot

Two Sisters Enterprises
210 W Napoleon St Ste C
Sulphur LA 70663
337/287-4887 Office
337/515-1291 Cell

From: twosistersenterprises2014@yahoo.com,
To: brnbm@aol.com,
Subject: Re: THIBODEAUX
Date: Fri, Jan 24, 2020 8:00 am

Exhibit 7 - Lisa Girot 2020 already in THEFT mode. Starts from BOTTOM up.

Thank you for your reply.

Lisa

Two Sisters Enterprises
208 E Napoleon St
Sulphur LA 70663
337/287-4887

On Friday, January 24, 2020, 03:09:21 AM CST, brnbm@aol.com <brnbm@aol.com> wrote:

1-24-2020

Two Sisters Enterprises
Attn: LISA

Re: THIBODEAUX

From: Udo Birnbaum

LISA: There is a real LONG and WINDING story behind this.
I will straighten this out from this end. There is really nothing you need to do on this, or that you CAN do.
This very short info for now:

This grew out of a suggestion by Louis, implemented between Louis, Gwen, and myself in 2002 - to protect me from a crooked court.

FULL DETAILS AT MY www.DamnCourthouseCriminals.com and my earllier www.OpenJustice.US (note the .US) (You said you had some lawyer relative or acquaintance)

No need to get involved in this - but for your curiosity - and as a little "extra" to my today's email to you.

BACKGROUND:

In 2002 I deeded my property of 4.5 acres, 18.0 acres, and 149 acres over to Gwen -

which document I filed with county records.

At the same time Gwen deeded same back to me - which document I kept private.

I paid all the taxes since 2002 - by simply getting a copy of the taxes due - and paying it.

When Gwen died, the tax BILL started to be ADDRESSED to Louis - but the property deed stayed in GWEN'S name.

Then a few years ago Louis initiated another document set - the one where Two Sisters got involved.

That document once again transferred the property to me - IN THE NAME OF LOUIS - despite the recorded deed in the name of GWEN.

I said what can this hurt - at least it is documentation of OUR INITIAL INTENT (Louis, Gwen, and me).

Again, I did NOT file this document and kept it private.

As you may remember, Louis insisted on retaining the mineral interest. I had to "play along".

Louis was well- intentioned, had someone drive him 300+ miles to my place and 300+ miles back - all the same day.

But not quite functioning - barely stayed here an hour - and I had to "clean up" the paperwork via your Two Sisters.

Again thanks for that.

SO AS A SUMMARY - THE PROPERTY IS MINE - ONLY THAT SOME DOCUMENTS ARE STILL FOLLOWING LOUIS. THERE REALLY ISN'T ANYTHING YOU CAN OR NEED TO DO.

I will fix things from THIS end - by putting in a "change of address" And will do my "Why I need to get them to ARREST me" dance - to the court - to shake them up.

Details my webs. Else google on such as "damn courthouse criminals", "jurisdiction and sanity", "judge poopi", or simply the astronomical FINES ON ME, just enter "\$62,885 \$125,770", with and without quotes, with or without the dollar signs or comma. Also "cranking crap into judgments".

I will try to establish phone contact.

Udo Birnbaum
540 VZ County Road 2916
Eustace, TX 75124
903 479-3929
BRNBM@AOL.COM

From: Two Sisters Enterprises <twosistersenterprises2014@yahoo.com>
To: brnbm@aol.com <brnbm@aol.com>
Sent: Wed, Jan 22, 2020 8:47 am
Subject: Taxes

I am taxed with the responsibility to settle Mr. Thibodeauxs' debts. With that being said, I have received a bill for the taxes on the property in Van Zandt County in the sum of \$2,676.23. This is for the property he signed a Donation over to you, however the taxes are still being billed to him. I am willing to pay these taxes as long as the property remains in his name. It would be a shame to loose the property to taxes. Please advise of the situation at your earliest convenience.

Thank you-

Lisa

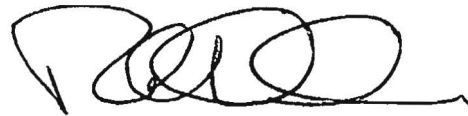
Two Sisters Enterprises
208 E Napoleon St
Sulphur LA 70663
337/287-4887

closing on the Property, I began improving same, including, but not limited to, mowing, removing interior fences, cutting back overgrowth, pulling up fence corners, and collecting trash and scrap metal around the Property. To aid with these improvements, I rented a skid steer, which was parked on the Property. On July 26, 2022, Mr. Birnbaum parked his vehicle in front of my access gate to the Property, which prevented me from removing the skid steer to timely return it to the rental company. Mr. Birnbaum also cut the chain and lock I placed on my access gate, which forced me to replace same. Further, on August 4, 2022, Mr. Birnbaum sent me the same exact Notice to Vacate letter my attorneys sent to him, marked up and addressed to CSD Van Zandt, LLC.

5. Attached hereto as Attachments 1-5 are the: (1) Warranty Deed with Vendor's Lien Conveying Subject Property from Lisa Leger Girot, Patricia Moore Barclay, and James T. Moore, III to CSD Van Zandt LLC; (2) Notice to Vacate Letter sent to Defendant on June 30, 2022 and USPS Green Card; (3) Images of Defendant's Vehicle Blocking Plaintiff's Access Gate; (4) Receipt for Plaintiff's New Gate Lock and Chain; and (5) Notice to Vacate Letter sent to Plaintiff from Defendant on August 4, 2022. I have reviewed each of the foregoing Attachments and have personal knowledge of the information and facts contained within same, which are true and correct. These documents are exact copies of the originals.

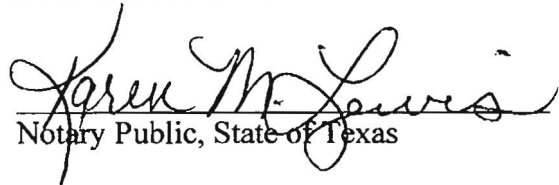
6. I understand that any false statements made in this Affidavit will subject me to penalties of perjury."

Affiant further sayeth not.



Robert O. Dow

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on this the 23rd day of August 2022 to certify which witness my hand and seal of office.



Notary Public, State of Texas

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

§
§
§
§
§
§
§

IN THE DISTRICT COURT

v.

294TH JUDICIAL DISTRICT

UDO BIRNBAUM
Defendant

VAN ZANDT COUNTY, TEXAS

AFFIDAVIT OF ROBERT DOW

STATE OF TEXAS '
 '
COUNTY OF DALLAS '

Before me, the undersigned notary public, on this day personally appeared Robert Dow, who after being duly sworn, on his oath stated:

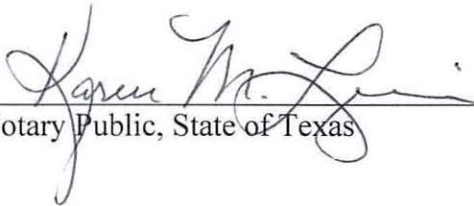
1. “My name is Robert Dow. I am over 18 years of age, of sound mind, and capable of making this Affidavit. I have not been convicted of a felony or crime involving moral turpitude.
2. I have reviewed *Plaintiff’s Traditional Motion for Summary Judgment* and have personal knowledge of all facts contained therein, which are true and correct.
3. Attached hereto as Attachments 1-2 are the: (1) Warranty Deed with Vendor’s Lien Conveying Subject Property from Lisa Leger Girot, Patricia Moore Barclay, and James T. Moore, III to CSD Van Zandt LLC; and (2) Plaintiff’s Payment of Henderson and Van Zandt County Appraisal Districts’ Property Taxes on the Subject Property for the Year 2022. I have reviewed each of the foregoing Attachments and have personal knowledge of the information and facts contained within same, which are true and correct. These documents are exact copies of the originals.
4. I understand that any false statements made in this Affidavit will subject me to penalties of perjury.”

Affiant further sayeth not.

Robert Dow

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on this the 18th day of October 2022 to certify which witness my hand and seal of office.




Notary Public, State of Texas

WARRANTY DEED WITH VENDORS LIEN

Parties: BARCLAY PATRICIA MOORE
to
CSD VAN ZANDT

Exhibit 10 - Deed to CSD Van Zandt LLC. Fraudulently "stitches" purported individual undivided estate ENTITLEMENTS into 100% fee simple land TITLE.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

On: 06/24/2022 at 01:11 PM

Document Number: 2022-007473
Receipt No.: 2022146043
Amount: \$ 46.00

By: jcollings
Susan Strickland, County Clerk
Van Zandt County, Texas

7 Pages

DO NOT REMOVE THIS PAGE – IT IS A PART OF THIS INSTRUMENT



STATE OF TEXAS
COUNTY OF VAN ZANDT

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded under the Document Number stamped hereon of the Official Public Records of Van Zandt County.

Susan Strickland, County Clerk

Record and Return To:

EAST TEXAS TITLE COMPANY
125 W MAIN ST

GUN BARREL CITY, TX 75156



Exhibit 10 - Deed to CSD Van Zandt LLC. Fraudulently "stitches" purported individual undivided estate ENTITLEMENTS into 100% fee simple land TITLE.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

WARRANTY DEED WITH VENDOR'S LIEN

Date: Executed as of the dates of the acknowledgments, to be effective June 2, 2022

Grantor: **PATRICIA MOORE BARCLAY, A SINGLE WOMAN**

Grantor's Mailing Address: 4707 Norwich Way
Missouri City, Fort Bend County, Texas 77459

Grantor: **JAMES T. MOORE III, A SINGLE MAN**

Grantor's Mailing Address: 105 Mistywood Cir.
Lufkin, Angelina County, Texas 75904

Grantor: **LISA LEGER GIROT, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE PROPERTY, NOT JOINED BY HER SPOUSE BECAUSE THE PROPERTY HEREIN CONVEYED FORMS NO PART OF HER HOMESTEAD**

Grantor's Mailing Address: 623 Ginger St.
Sulphur, Calcasieu Parish, Louisiana 70663

Grantee: **CSD VAN ZANDT, A TEXAS LIMITED LIABILITY COMPANY**

Grantee's Mailing Address: 6115 Owens St. Ste. 201
Dallas, Dallas County, Texas 75235

Consideration:

TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, and a note of even date that is in the principal amount of EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$850,000.00), and is executed by Grantee, payable to the order of SANGER BANK. The note is secured by a vendor's lien retained in favor of SANGER BANK, in this Deed and by a Deed of Trust of even date from Grantee to CHARLES FENOGLIO, Trustee.

Property (including improvements):

All that certain lot, tract or parcel of land situated in the Pleasant Young Survey, Abstract No. 978, Van Zandt County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

Reservations from Conveyance and Warranty: NONE

Exceptions to Conveyance and Warranty:

Liens described a part of the consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of

improvements; all rights, obligations, and other matters arising from and existing by reason any governmental or other entity authorized to establish regulations and assess taxes and liens, including, but not limited to, the county where the property is located and water improvement districts; applicable zoning regulations; and taxes for the current year, which Grantee assumes and agrees to pay; but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, and successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

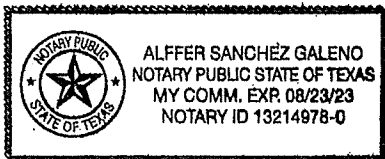
SANGER BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of SANGER BANK and are transferred to SANGER BANK, without recourse against Grantor.

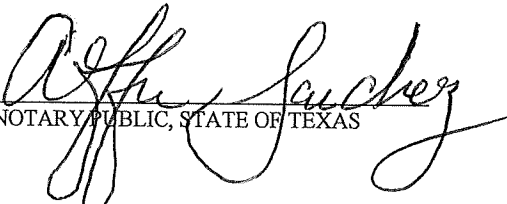
When the context requires, singular nouns and pronouns include the plural.


PATRICIA MOORE BARCLAY

STATE OF TEXAS §
COUNTY OF Von Zandt §

This instrument was acknowledged before me on the 22 day of June, 2022 by
PATRICIA MOORE BARCLAY.




NOTARY PUBLIC, STATE OF TEXAS

James T. Moore III
JAMES T. MOORE III

STATE OF TEXAS §
COUNTY OF Nacogdoches §

This instrument was acknowledged before me on the 22 day of June, 2022 by
JAMES T. MOORE III.



Kristen N. Burns
NOTARY PUBLIC, STATE OF TEXAS

Lisa Leger Girot
LISA LEGER GIROT

STATE OF LOUISIANA §
PARISH OF Calcasieu §

This instrument was acknowledged before me on the 26th day of June, 2022 by
LISA LEGER GIROT.

Donna L. Brown
NOTARY PUBLIC, STATE OF
LOUISIANA



PREPARED IN THE LAW OFFICE OF:
Celia C. Flowers
Attorney at Law
1021 ESE Loop 323, Suite 200
Tyler, Texas 75701

Donna L. Brown
Notary # 001657
Calcasieu Parish, Louisiana
Commission Expires at Death

AFTER RECORDING RETURN TO:
NDRE III LLC

EXHIBIT "A"

All that certain lot, tract or parcel of land located within the P. Young Survey, Abstract No. 978 of Van Zandt County, Texas, being all of a called 74.507 acre tract, described as Tract 1 and all of a called 74.507 acre tract, described as Tract 2 in a deed from T.C. Travis and wife, Carolyn Ann Travis to Udo H. Birnbaum, dated September 17, 1981 and recorded in Volume 964, Page 447 of the Deed Records of Van Zandt County, Texas, and this 148.12 acre tract being more fully described as follows:

BEGINNING at a Point in County Road 2916, the West line of a called 96.60 acre tract, described as Tract 2 in a deed from Jerry D. Robbins and Vicky A. Robbins to The Texas 4 R'S, LP, dated July 19, 2007 and recorded in Volume 2255, Page 113, and the common line of said P. Young Survey and the A. Flowers Survey, Abstract No. 264, and being at the Northeast corner of said 74.507 acre tract, Tract 1 and the Southeast corner of a called 5.00 acre tract as described in a deed from Fannie Mae to Paul G. Coker and Lindsay K. Coker, dated March 21, 2014 and recorded in Document No. 2014-002199, from which a 1/2" Iron Rod Found in the West line of said County Road 2916 and the common line of said 5.00 acre tract and a called 5.72 acre tract, described as Tract 2 in a deed from Bunny E. Anderson to Brady Irwin and Sharon Irwin, dated June 26, 2020 and recorded in Document No. 2020-005698 bears North 04 deg. 44 min. 24 sec. West, a distance of 513.56 feet;

THENCE with said County Road 2916, the West line of said 96.60 acre tract, a called 52.48 acre tract, described as Tract 1 in Said Volume 2255, Page 113, and the residue of a called 105.72 acre tract as described in a deed from Shirley Solivio Phillips, Executrix of the Estate of Harland William Phillips to Susan Alice Emerson, et al, dated January 25, 2005 and recorded in Volume 2001, Page 529, and the common line of said P. Young Survey, said A. Flowers Survey, and the W. Flowers Survey, Abstract No. 263, the following four (4) courses and distances:

South 01 deg. 18 min. 19 sec. East, a distance of 1,350.63 feet to a Point for Corner;

South 00 deg. 56 min. 34 sec. East, a distance of 1,127.70 feet to a Point for Corner;

South 01 deg. 25 min. 26 sec. East, a distance of 682.62 feet to a Point for Corner;

South 01 deg. 08 min. 12 sec. East, a distance of 313.34 feet to a Point for Corner at the Southeast corner of said 74.507 acre tract, Tract 2, same being the Northeast corner of a called 43.13 acre tract, described as Tract Two in a deed from Charles E. Womble, Trustee of the Richard E. Womble Irrevocable Trust to Charles E. Womble, dated December 5, 2013 and recorded in Document No. 2014-000264, from which an 8" wood fence corner post bears South 86 deg. 56 min. 28 sec. West, a distance of 39.71 feet;

THENCE South 89 deg. 17 min. 06 sec. West, with the North line of said 43.13 acre tract, a distance of 1,864.85 feet to a Point in an Oak Tree in the East line of a called 30.86 acre tract as described in a deed from Roy Allen Phillips and Gloria Jean Phillips to Steven D. Kiewit, dated February 25, 2022 and recorded in Document No. 2022-002473 and being at the most northerly Northwest corner of said 43.13 acre tract, from which a 1/2" Iron Rod Found at the Southeast corner of said 30.86 acre tract bears South 01 deg. 20 min. 05 sec. East, a distance of 423.03 feet;

THENCE North 01 deg. 20 min. 05 sec. West, with the East line of said 30.86 acre tract and a called 35.96 acre tract as described in a deed from Roy Allen Phillips and Gloria Jean Phillips to R.G. Phillips Revocable Trust, dated May 12, 2017 and recorded in Document No. 2017-004184, passing a 5/8" Iron Rod Found at the East common corner of same at 522.28 feet and continuing for a total distance of 1,562.69 feet to a 2" Steel Post fence corner found at the Southeast corner of a called 17.25 acre tract as described in a deed from the Sheriff of Van Zandt County, Texas to Manuel Gallegos, dated November 5, 2020 and recorded in Document No. 2020-011428;

THENCE North 01 deg. 07 min. 07 sec. West, with the East line of said 17.25 acre tract, a distance of 1,873.23 feet to a 3/4" Iron Pipe Found in the South line of a called 31.88 acre tract, described as Tract 1 in said Document No. 2020-005698 at the Northeast corner of said 17.25 acre tract, from which a 1/2" Iron Rod Found at the Southwest corner of said 31.88 acre tract bears South 88 deg. 06 min. 23 sec. West, a distance of 46.19 feet;

THENCE North 88 deg. 06 min. 23 sec. East, with the South line of said 17.25 acre tract, said 5.72 acre tract, and said 5.00 acre tract, passing a 1/2" Iron Rod Found at the South common corner of said 5.72 acre tract and said 5.00 acre tract at 1,450.81 feet and continuing for a total distance of 1,866.20 feet to the POINT OF BEGINNING AND CONTAINING 148.12 ACRES OF LAND.