

REAL ESTATE DEED FRAUD - CAUGHT IN THE ACT. Believing that one at 85 was ready to be plucked - trying to evict me off my own property! "Oh what tangled webs we weave - when first we practice to deceive"

No. _____

UDO BIRNBAUM Plaintiff	\$	IN THE JUSTICE COURT
v.	\$	PRECINCT 2
CSD VAN ZANDT LLC Defendant	\$	VAN ZANDT COUNTY, TX
ROBERT DOW Defendant	\$	

COMPLAINT OF TRESPASS AND DETAINER BY BULLDOZER

Convinced one at 85 ripe for plucking – proceeded to evict me off my own property

The Law

PROPERTY CODE TITLE 4. ACTIONS AND REMEDIES 24. FORCIBLE ENTRY AND DETAINER SEC. 24.001. FORCIBLE ENTRY AND DETAINER.

(a) A person commits a forcible entry and detainer if the person enters the real property of another without legal authority or by force and refuses to surrender possession on demand.

(b) For the purposes of this chapter, a forcible entry is:

(1) an entry without the consent of the person in **actual possession of the property**; or

AND THAT IS ME, 41 YEARS OF ACTUAL POSSESSION.

SUCH CSD VAN ZANDT LLC AND ITS OWNER, ROBERT DOW, WITHOUT MY PERMISSION, NOT ONLY TRESPASSED BY UNAUTHORIZED NEW PROPERTY SURVEY, BUT THROWING LOCK AND CHAIN WITHOUT CAUSE NOR LEGAL PROCESS, EVEN STARTING EVICTION UPON ME AS “TENANT AT WILL”, OFF MY OWN PROPERTY, TEARING UP MY INTERNAL FENCES AND GATES BY TRESPASS BY BULLDOZER. END OF STORY.

The Parties

Plaintiff **UDO BIRNBAUM** resides on the 150 acres at issue (“the premises”) at 540 VZ County Road 2916, Eustace, Texas 75124, and may be served there, telephone 903 802-9669, email BRNBM @AOL.COM.

Defendant **CSD VAN ZANDT LLC** has at all times appeared upon the premises through their attorney, COREY KELLAM out of Flowers Davis out of Tyler, and may be served at Flowers Davis, 1021 ESE Loop 323 suite 201, Tyler, Texas 75701, 903 534-8063.

Defendant **ROBERT DOW** is the owner of CSD VAN ZANDT LLC (he told me so when first time ever he called me July 26, 2022) and also speaks through same CORY KELLAM, and may be served in same manner at Flowers Davis.

Background - 41 years “in actual possession”

I, UDO BIRNBAUM, in 1981 acquired “the premises” at issue, my 150 acres in south Van Zandt County, at 540 VZ County Road 2916, Eustace, TX 75124. In 1985 I built my house thereon and have resided there ever since, a cow calf hay operation to start, turning as I got older mainly into taking care of my parents who moved in with me in 1985 aged 86 and 80 years respectively.

Somewhere about 1995 my neighbor, Larry Morris, leased my pastures and has had a cow calf hay lease ever since, till a CSD Van Zandt LLC ran him off.

And regarding CSD Van Zandt LLC and/or Lisa Girot and/or others’ claim based on 2002 title by a Gwendolyn Thibodeaux, I have been in “**peaceable and adverse possession**” to such ever since, returning to me by 2012 “**full title**”, per Civil Practice Remedies Code, “precluding all claims”:

Sec. 16.026. ADVERSE POSSESSION: 10-YEAR LIMITATIONS PERIOD. (a) A person must bring suit not later than 10 years after the day the cause of action accrues to recover real property held in peaceable and adverse possession by another who cultivates, uses, or enjoys the property.
Sec. 16.030. TITLE THROUGH ADVERSE POSSESSION. (a) If an action for the recovery of real property is barred under this chapter, the person who holds the property in peaceable and adverse possession has full title, precluding all claims.

CSD Van Zandt suddenly appears – CSD is an April 12, 2022 fresh mint

On **June 24, 2022** I was awakened from afternoon nap by a Corey Kellam, who identified himself as a lawyer with Flowers Davis out of Tyler, Texas claiming that his client, a CSD Van Zandt LLC, was now the owner of the premises, and that “***as my clients do want to move swiftly in their efforts to evaluate your situation***” – that was the exact wording, both at that time and in follow on mail threads.

Dumbfounded I tried to extract as much information as possible and did get such Corey Kellam to email me a PDF of what they as it turned out had just 2 hours earlier filed as their Warranty Deed against my property as well as of their No Trespass sign as Kellam said they had just put on my pasture gate. It was not until several days later that Larry Morris, my pasture leaser, informed me that there was also a lock and chain, locking him out from his cows.

Hell on my property – by outright mechanized invasion

I am 85 years old and do not venture far away from my house anymore and rely pretty much on Larry Morris, my pasture leaser, for info on my 150 acres. So it was through Larry that I found out that someone was actually on my property, somewhere far from the pasture gate, and I did not get a full picture of the extent of what was going on back there - that they were in fact clearing fences gates and trees.

I complained to the Sheriff, had deputies come out one after another, such deputies spouting all kinds of fantasy upon law and policy as to why they could not do anything about it. But that is for later where I detail what I was forced to do and did do to put a physical stop to this madness. (simply parking my “the silver car” so as to block the gate)

I certainly never saw or heard the skid steer – a belt type of bobcat type dozer / scraper / brush shredder – until it showed up near the gate, to be picked up by the rental place out of Zimmerer Kubota out of Denton, Texas, although I had no knowledge or suspicion at the time of wherefrom or by whom it had come.

I never got a full view of the damage, all the fences and gates they tore down, the trees they had mutilated, until I got Larry, my leaser, to give me a tour a day or so ago in his air conditioned small pasture buggy.

Hell at the gate – taking turns with chains and cutters

The first deputy who came out after my complaint of trespass was a Sgt. Hall who did in fact go out and look to come back empty telling me that he would have to catch somebody in personal active trespassing .

The second deputy was a Roderick Young, super overly inquisitive about a certain document of title, Young seemingly prepped about exactly what to extract from me, when Young was quite frankly ignorant of warranty deeds and Texas laws of title, with Young strangely parroting law sounding in Louisiana law of “race recording” i.e. race to the courthouse to record, which only Louisiana, Delaware, and North Carolina practice.

Even such nonsense that my warranty deed I showed him was not valid because it came from and was signed by someone in Louisiana!

Then “from my understanding that the property was sold by you to a family in 2002 that you sold the property are you aware of that?” Sold to a “family”? Sold by you - are you aware of that? A street cop in possession of such specific curiosity in a plain trespass upon an “in actual possession of the property”?

Young kept repeating that “the court” – he kept repeating the phrase – that a court had already determined title – which is utterly false. And that he could not do anything because of ‘the court’. Roderick Young would come to show his true colors in the matter of “the silver car”, coming up next.

Not essential to the physical matter of trespass, but as a key to this real estate deed fraud upon me, is that it starts with a LISA GIROT, of Two Sisters Enterprise, out of Sulphur, Louisiana, with the others as victims, perpetrators, useful idiots and or in between upon and among each others all at the same time.

So absent action by the sheriff, me and CSD Van Zandt LLC took turns removing each other’s lock and chain and No Trespass signs, including them cutting the lock on a super heavy tie down chain used to secure a bull dozer on a flatbed truck, such chain wrapped in impressive display FOUR times around the post.

Making the FIT hit the SHAN – my itsy bitsy silver Ford Fiesta

Finally, I spot their instrument of the terror, the skid steer, parked inside my pasture gate, and their heavy duty dump trailer gone, and go to get my rifle to put a few rounds through the radiator, only not to find my bullets, and then afraid my gun might blow up because a mud dauber might have plugged the barrel.

But then, as always, self control takes over, before doing anything irreversible:

I simply park my silver Ford Fiesta car inside my gate, so no one can get in or out, and have someone drive me back to my house, then go to sleep.

The result next morning July 26, 2022 was plum spectacular:

A Robert Dow, of upon later inquiry of Remarkable Land or something similar out of Dallas, (“land for 50% off market value”), calls Larry Morris, my leaser, who is visiting in Oklahoma, Dow having earlier gotten Larry’s phone number not from me, but by relay messages among my neighbors, Dow calling Larry in Oklahoma complaining to him about “the silver car”, Larry of course not aware of “the silver car”, Dow wanting Larry to let the driver with the flatbed in to pick up the rental skid steer, Larry calling me what to do, me telling Larry to tell Dow to call me, which Dow promptly did, **my first ever introduction and verbal.**

Dow and me in a phone real shouting match each claiming ownership, him threatening to cut “his” fence, me warning Dow not to cut “my fence”, and downhill from there, Dow telling me he had already called the sheriff on me, and that a sheriff was on the way and would be calling me. Such call quickly came, me at my computer.

Such call by already introduced Deputy Roderick Young was just as spectacular as my just preceding with Robert Dow. Young, who claimed he could not do anything for me, now threatening to tow my car for Robert Dow, parroting again and again that it was all my fault for not having filed, that “the court” had no knowledge, when there was no court involved EVER, when Dow and Van Zandt LLC had clear “constructive notice” of my interest in my property, simply by seeing me living here. This is not Louisiana.

The audios – spectacularly insane

So here the audios of such absurdities from the horses' mouths. The links are to my Google Drive and should be to "anyone with the link"

Lisa Girot immediate originator of this cock and bull crap of "lost ownership", in trying to placate what she took as a “gone to seed” 85 year old me, **admitting to EVERYTHING.** (The clicks in the audio are from radio interference from my iPhone)

<https://drive.google.com/file/d/1INrd0ZJUakRli92-pk-i9YcWvgvy8fvE/view?usp=sharing>

Complaint of Trespass and Detainer

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Robert Dow 7-26-2022: ("owner" of CSD Van Zandt LLC that slapped the NO TRESPASS and lock and chain and is tearing everything up by bulldozer, fences, gates, trees)

https://drive.google.com/file/d/1G4S6wxsE_C4m2AosqsDY-9uZOB1Velzm/view?usp=sharing

Rodrick Young 7-26-2022: (just 2 hours later same exact message)

<https://drive.google.com/file/d/1kLzA3rrdg5gr19aAvla9m6LQuQHkXW0X/view?usp=sharing>

Summary

Even only from my today's personal colorful simple description alone, I am clearly the "in possession" at this time, never mind my continuous 41 years all along.

It is past time to get this scum off my back, whatever that takes, and off "others like me".

It should , however, be always remembered, that there are thieves all around us all the time, but it is only when more public players get into the act, and do not do their duty to police those within or associated with them, such as is the case here with Flowers Davis out of Tyler, Texas producing else procuring such fraudulent warranty deed for CDS Van Zandt LLC, that things start to blow up.

The ultimate instrument of the damage upon me in this case, is of course Sanger Bank, as indicated in the warranty deed itself, Sanger Bank throwing \$850,000 in real powder into such a toxic mix, "without recourse against Grantor", LISA L. GIROT, of Sulphur, LOUISIANA. (CSD warranty deed page 2, next to last paragraph above first 'grantor' signature). And ultimate "last chance to avoid", Van Zandt County, by **policy** of "not when there is a court in the mix".

PRAYER

Plaintiff UDO BIRNBAUM prays this court forever get such CDS Van Zandt LLC and ROBERT DOW off my property.

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

Attach:

Warranty deed Thibodeaux to Birnbaum, LISA L. GIROT as **notary**
(title NOT even an issue, issue is “*in actual possession of the property*”)

Warranty deed, Girof etc to CSD, LISA L. GIROT as **grantor**, same Lisa
(Lisa never had anything to “grant”, no property ever in her name,
a simple title search by Flowers Davis would have caught it!)

Larry Morris pasture lease – as ‘tenant’ and me as ‘landlord’ (owner in possession)

Insane sudden appearance of CSD Van Zandt – e-mail thread – threatening eviction

Insane eviction of myself as “tenant at will” – off my own “in possession” property

“Battle at the Gate” - the hardware – ‘taking turns with the guillotine’

“The Silver Car” – my civilized alternative to ‘shotgun through the radiator’

“Buy land 50% below market value” – ROBERT DOW ‘Remarkable Land LLC’

NOTE: Matter of title NOT at issue. “Actual possession” is the ONLY ISSUE.
So of course is the issue of “actual fraud” in CSD deed
(Lisa Girof had NOTHING to grant, an issue for District Court ‘trespass to try
title”, and all involved in “bringing about” this purported appropriation of title)

LISA L. GIROT here as 2017
NOTARY to the 150 acres

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, as notary for Louis Thibodeaux, here notarizes deeding of the 150 acres to me. In 2022 deed to CDS Van Zandt, LISA upon Louis willing everything to "dear Lisa" in 2018, dying in 2019, peddles same to CDS Van Zandt - without even the smell of title EVER. "Prepared in the law office of Celia C. Flowers".

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

LISA L. GIROT here as
2022 GRANTOR of same
150 acres!

WARRANTY DEED WITH VENDORS LIEN

Parties: BARCLAY PATRICIA MOORE
to
CSD VAN ZANDT

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



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.

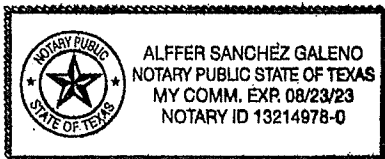
SANGER BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of SANGER BANK and are transferred to SANGER BANK,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

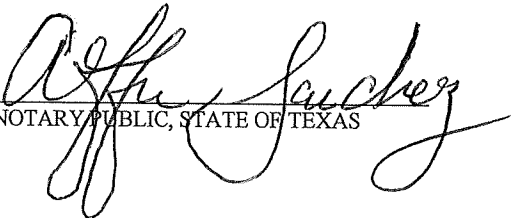
When the context requires, singular nouns and pronouns include the plural.


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

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

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

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.

My neighbor pasture leaser -
me as "landlord"

CASH LEASE FOR FARM LAND

THIS LEASE IS ENTERED INTO THIS 1ST DAY OF JANUARY, 2021. BETWEEN UDO BIRNBAUM, LANDLORD, OF 540 VZ COUNTY ROAD 2916, EUSTACE, TEXAS 75124 AND LARRY MORRIS, TENANT, OF 1045 VZ COUNTY ROAD 2916, EUSTACE, TEXAS 75124.

THE LANDLORD LEASES TO THE TENANT, TO USE FOR AGRICULTURAL PURPOSES, THE FOLLOWING PROPERTY, LOCATED IN VAN ZANDT COUNTY, STATE OF TEXAS, AND COMMONLY KNOWN AS UDO BIRNBAUM PLACE AND CONSISTING OF 149 ACRES, MORE OR LESS, FOR THE AMOUNT OF \$1,000 PER YEAR.

THE TERM OF THE LEASE SHALL BE 5 YEARS FROM JANUARY 1, 2021 TO DECEMBER 30, 2026.

Udo Birnbaum

LANDLORD

Larry Morris

TENANT

From: crk@flowersdavis.com,

To: brnbn@aol.com,

Subject: RE: Follow up from phone call - document exchange

Date: Tue, Jun 28, 2022 2:10 pm

Attachments:

Insane sudden appearance of CDS Van
Zandt LLC. (Thread starts from BOTTOM)

Mr. Birnbaum,

I maintain my request for the documents below. Otherwise I assume that no such documents exist. I look forward to receiving those documents by tomorrow via e-mail or fax (see below fax number). My client expects rapid progress from discussions with you; otherwise I will proceed forward with a more formal communication.

Thanks,

Corey



1021 ESE Loop 323, Suite 200

Tyler, Texas 75701

(903) 534-8063 Office

(903) 534-1650 Facsimile

crk@flowersdavis.com / www.flowersdavis.com

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From: brnbm@aol.com <brnbm@aol.com>
Sent: Tuesday, June 28, 2022 2:02 PM
To: Corey R. Kellam <crk@flowersdavis.com>
Subject: Re: Follow up from phone call - document exchange

Mr. Kellam -- I have no recollection of any promise on my my part to you nor of any reason why I would want to or need to promise you anything.

Your initial phone call mid afternoon Friday June 24, 2022 so suddenly caught this 85 year old coming out of deep sleep. I do however distinctly remember telling you that such was the case. Also I have a memory and hearing problem.

My intent in calling your receptionist early this morning, was to inform you that it would be best to "talk" only "on paper".

As a compromise between human actual "vocal" and postal "snail mail", suggest continue e-mail.

However, be advised that I also have eyesight and keyboarding problems, and other afflictions I may not even be aware of.

June 28, 2022 about 2:00 pm

-----Original Message-----

From: Corey R. Kellam <crk@flowersdavis.com>
To: 'brnbm@aol.com' <brnbm@aol.com>
Cc: Corey R. Kellam <crk@flowersdavis.com>
Sent: Tue, Jun 28, 2022 12:00 pm
Subject: FW: Follow up from phone call - document exchange

Mr. Birnbaum – our receptionist said you called and requested clarification on the information I asked you for last week. As highlighted below, I need the following:

You have agreed to provide any written lease agreements in your possession affecting you or the property, including grazing leases, hay leases, hunting leases, residential leases, etc. Please provide this information by Tuesday 6/28 as my clients do want to move swiftly in their efforts to evaluate your situation.



1021 ESE Loop 323, Suite 200

Tyler, Texas 75701

(903) 534-8063 Office

(903) 534-1650 Facsimile

crk@flowersdavis.com / www.flowersdavis.com

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From: Corey R. Kellam <crk@flowersdavis.com>
Sent: Friday, June 24, 2022 3:55 PM
To: 'brnbn@aol.com' <brnbn@aol.com>
Cc: Corey R. Kellam <crk@flowersdavis.com>
Subject: Follow up from phone call - document exchange

Hi there Mr. Birnbaum. As discussed, see attached file marked deed in favor of my client as well as a photo of the no-trespassing sign we discussed. You have agreed to provide any written lease agreements in your possession affecting you or the property, including grazing leases, hay leases, hunting leases, residential leases, etc. Please provide this information by Tuesday 6/28 as my clients do want to move swiftly in their efforts to evaluate your situation.

Thanks and look forward to hearing back.

Best,

Corey Kellam



1021 ESE Loop 323, Suite 200

Tyler, Texas 75701

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Insane eviction of myself as "tenant at will" - off my own 'in possession' property. They never actually filed - IN FULL COVER-UP MODE.

FLOWERS & DAVIS, P.L.L.C.

1021 ESE Loop 323, Suite 200 • Tyler, Texas 75701

NORTH TEXAS TX 750

30 JUN 2022 PM 4 L

FIRST-CLASS



Udo Birnbaum and Occupant(s) of the Property
540 VZ County Road 2916
Eustace, TX 75124

75124-728040





FLOWERS DAVIS

Attorneys at Law

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TYLER, TEXAS 75701
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Insane eviction of myself as "tenant at will" - off my own 'in possession' property. They never actually filed - IN FULL COVER-UP MODE.

June 30, 2022

Udo Birnbaum and Occupant(s) of the Property
540 VZ County Road 2916
Eustace, TX 75124

Delivered Via: CMRRR 7014 2120 0001 7709 2678 and USPS regular mail

Re: Notice to Vacate Property at 540 VZ County Road 2916 Eustace, TX 75124

Dear Mr. Birnbaum and any other Occupants of the above referenced Property:

Our law firm represents CSD Van Zandt LLC, and I am writing you regarding the property located at 540 VZ County Road 2916, Eustace, TX-75124 (the "Premises"), which you currently live in as a tenant at will. Enclosed with this letter is a notice to vacate the property immediately.

If you have any questions, please contact me at (903) 534-8063 or crk@flowersdavis.com.

Sincerely,

Corey R. Kellam,
Attorney-at-Law

NOTICE TO VACATE PREMISES

TO: UDO BIRNBAUM AND ANY TENANTS OR PARTIES IN POSSESSION OF THE REAL PROPERTY COMMONLY KNOWN AS 540 VZ COUNTY ROAD 2916 EUSTACE, TX 75124 (the "Premises").

YOU ARE HEREBY NOTIFIED:

Notice is hereby given and demand is hereby made that you vacate the Premises by the 30th day after the date of receipt of this notice. Specifically, you are demanded to vacate as our client, CSD Van Zandt LLC, hereby terminates your tenancy at will. This notice is given and demand is made as provided in sections 24.005 and 91.001 of the Texas Property Code, copies of which are enclosed.

If you do not vacate the premises before the 30th day after the date of receipt of this notice, we, on behalf of our client, CSD Van Zandt LLC, will institute a forcible detainer suit against you. You are advised that, in addition to the other remedies available to our client, a judgment may be entered against you, including attorney fees and costs of suit, as provided in section 24.006 of the Texas Property Code, a copy of which is also enclosed. You are also advised that unless you vacate the premises within this period, CSD Van Zandt LLC intends to pursue any and all legal remedies it may have against you in a court of appropriate jurisdiction.

YOU ARE REQUIRED, BEFORE THE 30TH DAY AFTER YOUR RECEIPT OF THIS NOTICE, TO VACATE AND DELIVER UP POSSESSION OF THE PREMISES TO CSD VAN ZANDT LLC, OR THE UNDERSIGNED WILL PROMPTLY BEGIN LEGAL PROCEEDINGS FOR POSSESSION OF THE PREMISES.

Dated: June 30, 2022

FLOWERS DAVIS, P.L.L.C.
1021 ESE Loop-323, Suite 200
Tyler, Texas 75701
Phone: (903) 534-8063

By: 

Corey R. Kellam
State Bar No. 24083297

ATTORNEY FOR CSD VAN ZANDT LLC

"Battle at the Gate" - the hardware - 'taking turns with the guillotine"



"The Silver Car" - my civilized alternative to "shotgun through the radiator". My "silver car" and MY warranty deed with MY "NO TRESPASSING"



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