

CAUSE NO. 25-00024

Colton Yeldell

UDO BIRNBAUM
Plaintiff

VS.

CSD VAN ZANDT LLC
Defendant

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IN THE DISTRICT COURT

294TH JUDICIAL DISTRICT

VAN ZANDT COUNTY, TEXAS

**DEFENDANT’S TRADITIONAL AND NO-EVIDENCE MOTION FOR SUMMARY
JUDGMENT**

NOW COMES CSD Van Zandt LLC, Defendant in the above styled and numbered cause, and files this, its Traditional and No-Evidence Motion for Summary Judgment (the “Motion”) and in support thereof respectfully shows the Court the following:

**I.
SUMMARY OF MOTION**

1. This matter involves a long-historied and already-litigated real property ownership dispute. Udo Birnbaum (“Plaintiff” or “Birnbaum”) initiated this action against CSD Van Zandt LLC (“Defendant” or “CSD Van Zandt”) via Original Petition for Bill of Review on February 6, 2025, claiming that a prior trial court summary judgment ruling against him was fraudulent. Defendant brings this Motion seeking traditional and no-evidence summary judgment relief because Plaintiff is not entitled to a bill of review following perfected appeals, and also because Plaintiff cannot meet his burden to demonstrate a prima facie meritorious defense to the prior cause of action. In addition, Plaintiff cannot show that he was a victim of accident, fraud, wrongful conduct, or official mistake by CSD Van Zandt LLC or a judicial official, nor that the result of the underlying judgment was free of fault or negligence on Birnbaum’s part. Alternatively, Defendant can prove the elements of its affirmative defense of res judicata, warranting dismissal of Plaintiff’s

case. For these reasons, Defendant requests that this Court enter a final judgment against Plaintiff and dismiss this litigation in its entirety.

II.

FACTUAL BACKGROUND

A. Past Lawsuit and Final Judgment History

2. CSD Van Zandt LLC first purchased approximately 150 acres of real property located at and around address 540 Van Zandt County Road 2916, Eustance, Texas (the “Property”) via warranty deed with vendor’s lien from the record title owners on June 24, 2022.¹ CSD Van Zandt was aware at that time that Birnbaum was living on a portion of the Property, so shortly after the purchase, CSD Van Zandt manager Robert Dow (“Dow”) requested by letter that Birnbaum terminate his alleged tenancy and vacate the Property. Birnbaum made no effort to vacate the Property, and in fact repeatedly interfered with CSD Van Zandt’s business operations and access to the Property. Therefore, CSD Van Zandt had no choice but to bring an action for trespass to try title, also seeking declaratory and injunctive relief against Birnbaum related to the Property, on August 24, 2022. That case was entitled Cause No. 22-00105, *CSD Van Zandt LLC v. Udo Birnbaum*, in the 294th Judicial District Court, Van Zandt County, Texas (hereinafter “Cause No. 22-00105”).²

3. After exchanging initial disclosures and amending its petition on file in Cause No. 22-00105, on October 20, 2022, CSD Van Zandt filed its Traditional Motion for Summary Judgment,³ and subsequently noticed it for hearing by submission on November 14, 2022, at

¹ See generally **Defendant’s Exhibit 23**, Affidavit of Robert Dow with attachments in support of all facts in Section A of this Motion.

² See generally **Defendant’s Exhibits 1-2**, Original Petition and First Amended Original Petition in Cause No. 22-00105.

³ See generally **Defendant’s Exhibit 3**, Plaintiff CSD Van Zandt’s Traditional Motion for Summary Judgment in Cause No. 22-00105.

4:30pm.⁴ This timing complied with the requirement of Rule 166a that a hearing be set no sooner than twenty-one days after the Traditional Motion for Summary Judgment was filed.⁵ Birnbaum on November 3, 2022, filed his “Response in Opposition to this Court’s Setting for Hearing by Submission of Plaintiff’s MSJ for Nov. 14, 2022” again making similar fraud-based arguments.⁶ CSD Van Zandt filed on November 14, 2022, a Response to that opposition pleading,⁷ with additional evidence and argument in its support, as well as Objections to Birnbaum’s submitted evidence.⁸ CSD Van Zandt’s Response further outlined why an oral hearing on the Traditional Motion for Summary Judgment was neither required by law nor appropriate based on the circumstances of Cause No. 22-00105.

4. Cause No. 22-00105 proceeded onward for another ten (10) months. During this period there was additional back-and-forth correspondence between the Court, the Court’s Administrator, CSD Van Zandt’s counsel, and Birnbaum on questions relating to summary judgment evidence.⁹ This included pleading and email exchanges as well as an in-chambers conference with Judge Martin attended by both Birnbaum and CSD Van Zandt’s counsel.

5. Then, on August 17, 2023, The Honorable Chris Martin granted CSD Van Zandt LLC’s Traditional Motion for Summary Judgment.¹⁰ Thereafter on September 7, 2023, Judge

⁴ See generally **Defendant’s Exhibit 4**, Notice of Hearing on Plaintiff CSD Van Zandt’s Traditional Motion for Summary Judgment in Cause No. 22-00105.

⁵ TEX. R. CIV. P. 166a(c).

⁶ See generally **Defendant’s Exhibit 5**, Birnbaum’s Response in Opposition to the Court’s Setting for Hearing by Submission of Plaintiff’s MSJ for Nov. 14, 2022 in Cause No. 22-00105 (hereinafter “Response in Opposition to MSJ”).

⁷ See generally **Defendant’s Exhibit 6**, Plaintiff’s Reply to Defendant’s Response in Opposition to Hearing by Submission of Plaintiff’s MSJ for Nov. 14, 2022 in Cause No. 22-00105.

⁸ See generally **Defendant’s Exhibit 7**, Plaintiff’s Objections to Defendant’s Exhibit Evidence in Cause No. 22-00105.

⁹ See generally **Defendant’s Exhibits 8-10**, Letter to Judge Martin from CSD Van Zandt counsel Flowers Davis in Cause No. 22-00105; Birnbaum’s Response to Court’s Inquiry in Cause No. 22-00105; and Plaintiff’s Response to Defendant’s Response to Court’s Inquiry in Cause No. 22-00105.

¹⁰ See generally **Defendant’s Exhibits 11, 13**, Order Granting Plaintiff’s Traditional Motion for Summary Judgment in Cause No. 22-00105; Notice of Court Order Granting Plaintiff’s Traditional Motion for Summary Judgment in Cause No. 22-00105.

Martin issued a writ of possession ordering removal of Birnbaum and his personal belongings from the Property.¹¹ A final judgment reflecting these rulings was entered by Judge Martin on September 20, 2023 (the “Final Judgment”).¹² Among other relief, the Final Judgment confirmed that CSD Van Zandt LLC was the bona-fide purchaser and title owner of the Property; that Birnbaum’s ownership claim was invalid and unenforceable; and permanently enjoined Birnbaum from entering onto or loitering at or near the Property, or harassing or slandering CSD Van Zandt, its counsel, Dow, or any parties associated with them. The Final Judgment also disposed of all claims and counter-claims in Cause No. 22-00105, closing the action. Birnbaum was subsequently evicted from the Property on or about September 21, 2023, as supervised by Van Zandt County Sheriff Joe Carter.

6. Apparently unhappy with the result of Cause No. 22-00105, Birnbaum chose to exercise his right to appeal. Birnbaum first filed a notice of appeal with the Twelfth Court of Appeals District on September 11, 2023, recorded as No. 12-23-00238-CV, *Udo Birnbaum v. CSD Van Zandt, LLC*, but that appeal was swiftly dismissed on memorandum opinion for failure to pay required filing fees.¹³ Thereafter, on or about October 5, 2023, Birnbaum filed a motion for new trial in the trial court Cause No. 22-00105 and related Twelfth Court of Appeals District notice on November 6, 2023, recorded as No. 12-23-00282-CV, *Udo Birnbaum v. CSD Van Zandt, LLC* (the “Appellate Case”).¹⁴ After evaluation of Birnbaum’s appellate claims, The Honorable Justice Greg Neely via memorandum opinion in the Appellate Case on May 31, 2024, affirmed the trial court’s

¹¹ See generally **Defendant’s Exhibit 12**, Writ of Possession of Premises in Cause No. 22-00105.

¹² See generally **Defendant’s Exhibits 14-15**, Final Judgment in Cause No. 22-00105, Notice of Court Order issuing Final Judgment in Cause No. 22-00105.

¹³ See generally **Defendant’s Exhibit 16**, 12th Court of Appeals Memorandum Opinion in No. 12-23-00238-CV.

¹⁴ See generally **Defendant’s Exhibits 17-18**, Birnbaum’s Motion for New Trial Because There Was Never A First in Cause No. 22-00105; Brief of Appellant Birnbaum to 12th Court of Appeals in No. 12-23-00282-CV.

prior judgment in CSD Van Zandt's favor, finding that Birnbaum's various issues related to the Final Judgment were either not supported or waived.¹⁵

7. Birnbaum, unwilling to relent, filed a petition for review to the Texas Supreme Court on October 21, 2024, recorded as No. 24-0504, *Udo Birnbaum v. CSD Van Zandt, LLC* (the "Supreme Court Case").¹⁶ On November 22, 2024, the Texas Supreme Court denied Birnbaum's petition for review, disposing of the matter.¹⁷ This decision by the highest court in our state should have ended Birnbaum's inquiries; unfortunately, it did not.

8. Since the Texas Supreme Court's ruling, Birnbaum has brought two new cases related to the same, disposed-of issues: (1) the instant bill of review litigation, filed February 6, 2025, and (2) a cause of action for forcible entry and detainer, entitled Cause No. CV07404, *Udo Birnbaum v. Robert O. Dow*, in the County Court at Law No. 1, Van Zandt County, Texas.¹⁸

B. Overview of Plaintiff's Bill of Review Allegations

9. In his Original Petition for Bill of Review, Plaintiff claims that Defendant used a "fraudulent motion for summary judgment by submission, in order to deprive [Plaintiff] of his absolute right to trial...and keep [Plaintiff] from presenting his claim."¹⁹ Plaintiff complains that in Cause No. 22-00105 there was no *oral* hearing on CSD Van Zandt's summary judgment motion and Birnbaum's response and objections to same, making the Final Judgment "inconsistent with due process."²⁰

¹⁵ See generally **Defendant's Exhibits 19-20**, Memorandum Opinion of 12th Court of Appeals in No. 12-23-00282-CV; Judgment of 12th Court of Appeals in No. 12-23-00282-CV.

¹⁶ See generally **Defendant's Exhibit 21**, Birnbaum's Petition for Review to Texas Supreme Court.

¹⁷ See generally **Defendant's Exhibit 22**, Order Denying Petition for Review by Texas Supreme Court.

¹⁸ A Motion to Dismiss pursuant to TEX. R. CIV. P. 91a is pending ruling in Cause No. CV07404.

¹⁹ **Birnbaum's Original Petition for Review** at ¶6.

²⁰ *Id.*

10. Plaintiff claims that his meritorious defense to the trespass to try title claim in Cause No. 22-00105 is fraud.²¹ Plaintiff has plead this because, in sum, he feels there were issues with the Property's chain of title up through the time of CSD Van Zandt's purchase by warranty deed, or alternatively, that he owned title through adverse possession, and therefore CSD Van Zandt acquired the Property through real estate fraud.²² Further, Plaintiff asserts that "a trial would have made the fraud clear."²³ Next, Plaintiff claims he was prevented from making his defense due to fraud of CSD Van Zandt, namely its "fraudulent motion for summary judgment" being ruled on.²⁴ Finally, Plaintiff states the Final Judgment result was unmixed with any fault of negligence of his own, because he was active in the litigation (referencing a seven-page docket for Cause No. 22-00105), but was deprived of "due process" because CSD Van Zandt "weaponized" its summary judgment motion.²⁵

III. EXHIBITS

11. In support of this Motion, Defendant CSD Van Zandt LLC references and fully incorporates herein the pleadings on file and any other documents of record (including any and all exhibits) referenced within this Motion or later submitted in support hereof. Pursuant to Texas Rule of Evidence 201, Defendant asks the Court to take judicial notice of the documents of record in this action.

12. Defendant also invites the Court's attention to the following summary judgment evidence, which Defendant incorporates by reference herein:

²¹ See *id.* at ¶7.

²² See *id.* at ¶¶9, 11.

²³ *Id.* at ¶14.

²⁴ *Id.* at ¶15.

²⁵ *Id.* at ¶¶16-18.

- **Defendant's Exhibit 1:** Original Petition in Cause No. 22-00105
- **Defendant's Exhibit 2:** First Amended Original Petition in Cause No. 22-00105
- **Defendant's Exhibit 3:** Plaintiff CSD Van Zandt's Traditional Motion for Summary Judgment in Cause No. 22-00105
- **Defendant's Exhibit 4:** Notice of Hearing on Plaintiff CSD Van Zandt's Traditional Motion for Summary Judgment in Cause No. 22-00105
- **Defendant's Exhibit 5:** Birnbaum's Response in Opposition to the Court's Setting for Hearing by Submission of Plaintiff's MSJ for Nov. 14, 2022 in Cause No. 22-00105 ("Response in Opposition to MSJ")
- **Defendant's Exhibit 6:** Plaintiff's Reply to Defendant's Response in Opposition to Hearing by Submission of Plaintiff's MSJ for Nov. 14, 2022 in Cause No. 22-00105
- **Defendant's Exhibit 7:** Plaintiff's Objections to Defendant's Exhibit Evidence in Cause No. 22-00105
- **Defendant's Exhibit 8:** Letter to Judge Martin from CSD Van Zandt counsel Flowers Davis in Cause No. 22-00105
- **Defendant's Exhibit 9:** Birnbaum's Response to Court's Inquiry in Cause No. 22-00105
- **Defendant's Exhibit 10:** Plaintiff's Response to Defendant's Response to Court's Inquiry in Cause No. 22-00105
- **Defendant's Exhibit 11:** Order Granting Plaintiff's Traditional Motion for Summary Judgment in Cause No. 22-00105
- **Defendant's Exhibit 12:** Writ of Possession of Premises in in Cause No. 22-00105
- **Defendant's Exhibit 13:** Notice of Court Order Granting Plaintiff's Traditional Motion for Summary Judgment in Cause No. 22-00105
- **Defendant's Exhibit 14:** Final Judgment in Cause No. 22-00105
- **Defendant's Exhibit 15:** Notice of Court Order issuing Final Judgment in Cause No. 22-00105

- **Defendant’s Exhibit 16:** 12th Court of Appeals Memorandum Opinion in No. 12-23-00238-CV
- **Defendant’s Exhibit 17:** Birnbaum’s Motion for New Trial Because There Was Never A First in Cause No. 22-00105
- **Defendant’s Exhibit 18:** Brief of Appellant Birnbaum to 12th Court of Appeals in No. 12-23-00282-CV
- **Defendant’s Exhibit 19:** Memorandum Opinion of 12th Court of Appeals in No. 12-23-00282-CV
- **Defendant’s Exhibit 20:** Judgment of 12th Court of Appeals in in No. 12-23-00282-CV
- **Defendant’s Exhibit 21:** Birnbaum’s Petition for Review to Texas Supreme Court
- **Defendant’s Exhibit 22:** Order Denying Petition for Review by Texas Supreme Court
- **Defendant’s Exhibit 23:** Affidavit of Robert Dow
- **Defendant’s Exhibit 24:** Affidavit of Attorney’s Fees of Nicole Feragen

IV. ARGUMENT & AUTHORITIES

A. Bill of Review Standard

13. A bill of review is an equitable proceeding to set aside a judgment that is no longer appealable or subject to a motion for new trial after the petitioner has exercised due diligence to prosecute adequate legal remedies against the former judgment.²⁶ A party seeking a bill of review must plead and prove the following: (1) a meritorious defense to the cause of action alleged to support the judgment; (2) that the petitioner was prevented from making by the fraud, accident, or wrongful act of his or her opponent; and (3) the petitioner was not negligent.²⁷ The grounds upon

²⁶ See *King Ranch, Inc. v. Chapman*, 118 S.W.3d 742, 751 (Tex. 2003).

²⁷ See *id.* at 752.

which a bill of review can be obtained are purposefully narrow, because a bill of review is contradictory to the fundamental policy that judgments must ultimately become final.²⁸

14. Only extrinsic fraud, defined as fraud by the opponent that denied the party the opportunity to fully litigate at trial all rights or defenses that could have been asserted, can support fraud as a basis to attack a final judgment.²⁹ The extrinsic fraud must be collateral to the matter actually tried, and not something that was actually or potentially in issue in the trial.³⁰ By contrast, intrinsic fraud, meaning an allegation of fraud that relates to the merits of the issues presented and was or should have been settled in the former litigation, is not sufficient for bill of review purposes.³¹ Examples of intrinsic fraud include allegations such as “fraudulent instruments, perjured testimony, or any matter which was actually presented to and considered by the trial court in rendering the judgment.”³² “Conspiracy theories” that may be “fascinating but unsupported by evidence” cannot be used to upend a prior final judgment.³³

15. The prima facie burden is on the bill of review petitioner to allege with particularity sworn facts and present at a preliminary pre-trial hearing proof sufficient to constitute a meritorious defense or claim.³⁴ A prima facie defense or claim is only presented if the claim or defense is not barred as a matter of law, and the petitioner would be entitled to judgment on re-trial if no contrary evidence was offered.³⁵ In particular, when the petitioner participated in the underlying suit, the

²⁸ See *Alexander v. Hagedorn*, 148 Tex. 565, 226 S.W.2d 996, 998 (1950); *Crouch v. McGaw*, 134 Tex. 633, 138 S.W.2d 94, 96 (1940).

²⁹ See *King Ranch*, 118 S.W.3d at 752; *Martin v. Martin*, 840 S.W.2d 586, 591 (Tex. App.—Tyler 1992, writ denied)(“Extrinsic fraud is wrongful conduct of the successful party practiced outside of an adversary trial, practiced directly upon the defeated party, his agents, or witnesses, and which effectively denies the losing litigant the opportunity to fully litigate all of the rights or defenses he or she was entitled to assert.”).

³⁰ See *Martin*, 840 S.W.2d at 591; *Montgomery v. Kennedy*, 669 S.W.2d 309, 312 (Tex. 1984).

³¹ See *King Ranch*, 118 S.W.3d at 752.

³² *Tice v. City of Pasadena*, 767 S.W.2d 700, 702 (Tex. 1989).

³³ *King Ranch*, 118 S.W.3d at 755; see also *Tice*, 767 S.W.2d at 703.

³⁴ See *Baker v. Goldsmith*, 582 S.W.2d 404 (Tex. 1979).

³⁵ See *id.* at 409.

petitioner must allege a meritorious ground for appeal, meaning one that, “had it been presented to the appellate court as designed, might, and probably would, have caused the judgment to be reversed.”³⁶ Therefore, this analysis looks only to the petitioner’s proof presented.³⁷ Forms of proof that may be offered include documents, answers to interrogatories, admissions, affidavits on file, and other such evidence the trial court may receive in its discretion.³⁸ “Generally, pleadings are not competent evidence, even if sworn or verified.”³⁹ If the petitioner fails to make his or her prima facie meritorious defense, the proceeding terminates and the bill of review case must be dismissed.⁴⁰ Only if the petitioner is successful at proving the meritorious claim or defense can the trial court “then proceed to the adjudication of the remaining two issues, (1) extrinsic fraud of the opposing party justifying the failure to present the claim or defense, (2) unmixed with the petitioner’s fault or negligence.”⁴¹ These remaining two issues must be proven up by a preponderance of the evidence at trial.⁴² Importantly, “*summary judgment may be granted against the bill of review petitioner if the opponent can establish, as a matter of law, the absence of any of the three elements*” (emphasis added).⁴³

B. Traditional Motion for Summary Judgment Standard

16. Summary judgment is appropriate when the pleadings, depositions, answers to interrogatories, and admissions on file, together with affidavits, if any, show that there is “no

³⁶ *Peel v. H.E. Butt Grocery Co.*, No. 14-16-00852-CV, 2018 WL 1278736, at *1 (Tex. App.—Houston [14th Dist.] Mar. 13, 2018, pet. denied).

³⁷ *See Martin*, 840 S.W.2d at 592 (“the decision must be made without considering any controverting evidence offered by the opponent on this issue”).

³⁸ *Baker*, 582 S.W.2d at 409.

³⁹ *Laidlaw Waste Sys. (Dallas), Inc. v. City of Wilmer*, 904 S.W.2d 656, 660 (Tex. 1995).

⁴⁰ *Baker*, 582 S.W.2d at 409.

⁴¹ *Martin*, 840 S.W.2d at 591.

⁴² *See Baker*, 582 S.W.2d at 409.

⁴³ *Martin*, 840 S.W.2d at 592; *see also Ortmann v. Ortmann*, 999 S.W.2d 85, 88 (Tex. App.—Houston [14th Dist.] 1999, pet. denied)(no pretrial hearing necessary on meritorious defense element where granting summary judgment in respondent’s favor is proper, in interest of judicial economy).

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.”⁴⁴ “The party moving for summary judgment carries the burden of establishing that no material fact issue exists and it is entitled to judgment as a matter of law.”⁴⁵ “A defendant who conclusively negates at least one of the essential elements of each of the plaintiff’s causes of action or who conclusively establishes all of the elements of an affirmative defense is entitled to summary judgment.”⁴⁶

C. Plaintiff’s Bill of Review is Barred and Defendant is Entitled to Summary Judgment Due to Res Judicata

17. At the outset, Plaintiff’s bill of review cannot survive because his claims are legally barred by the concept of res judicata. “Res judicata applies to bill-of-review proceedings.”⁴⁷ Res judicata is proven when there is (1) a prior final determination on the merits by a court of competent jurisdiction; (2) identity of parties or those in privity with them; and (3) a second action based on the same claims as were or could have been raised in the first action.⁴⁸ A litigant cannot through a bill of review bring a “second attack” upon the validity of a final judgment when he has already made use of available remedies.⁴⁹ Put another way, “A bill of review may not be used as an additional remedy by a litigant who has made a timely but unsuccessful appeal” to “rehash” the same facts.⁵⁰

⁴⁴ TEX. R. CIV. P. 166a(c).

⁴⁵ *Rhone-Poulenc, Inc. v. Steel*, 997 S.W.2d 217, 222 (Tex. 1999).

⁴⁶ *Cathey v. Booth*, 900 S.W.2d 339, 341 (Tex. 1995).

⁴⁷ *Holloway v. Starnes*, 840 S.W.2d 14, 19 (Tex. App.—Dallas 1992, writ denied); *see also Rizk v. Mayad*, 603 S.W.2d 773, 779 (Tex. 1980).

⁴⁸ TEX. R. CIV. P. 94; *Amstadt v. U.S. Brass Corp.*, 919 S.W.2d 644, 652 (Tex. 1996).

⁴⁹ *Rizk*, 603 S.W.2d at 775.

⁵⁰ *Chambers v. Tex. Dep’t of Transp.*, No. 05-13-01537-CV, 2015 WL 1756087, at *2 (Tex. App.—Dallas Apr. 17, 2015, no pet.); *see also Nabelek v. C.O Bradford*, No. 14-04-01177-CV, 2006 WL 915824, at *2 (Tex. App.—Houston [14th Dist.] Apr. 6, 2006, pet. denied)(mem. op.)(affirming denial of bill of review where party timely but unsuccessfully appealed the same alleged errors underlying the bill of review and thus was not prevented from asserting claims or defenses).

18. Here, the claims for relief alleged in the Bill of Review arise out of “the same common nucleus of operative fact” as the claims and defenses asserted in Cause No. 22-00105 and the subsequent Appellate Case and Supreme Court Case decisions upholding the Final Judgment.⁵¹ When comparing the claims made in Cause No. 22-00105, the Final Judgment, the determinations of the 12th Court of Appeals and Texas Supreme Court, and the instant Original Petition for Review, all stem from the following claims: Birnbaum believes he was entitled to Property ownership; CSD Van Zandt (and subsequently the Court through its judgments) defrauded him of his land and evicted him without authority; and Birnbaum should have been provided an oral hearing and/or jury trial rather than been the alleged victim of a summary judgment ruling on submission. These issues have already been reviewed and ruled on in final form on their merits via the Final Judgment, Appellate Case, and Supreme Court Case determinations (or could have been raised but were waived or unsupported). When a final judgment at the trial court level survives appeal, a subsequent court in summary judgment review may consider the record as it was at the time the trial court rendered judgment as summary judgment evidence.⁵² Birnbaum and CSD Van Zandt were the named parties to all of these actions, and jurisdiction was proper in Cause No. 22-00105, as the trial court had the inherent authority to issue a summary judgment ruling during the pendency of the case. All of the elements of res judicata are clearly met, and Birnbaum has raised no new facts in his Bill of Review. Therefore, Birnbaum can’t under Texas law file the Original Petition for Review to get a second bite at the proverbial apple.

19. Plaintiff has also raised res judicata (claim preclusion) as an affirmative defense to this litigation.⁵³ Defendant is therefore entitled to summary judgment on traditional grounds

⁵¹ *Holloway*, 840 S.W.2d at 19.

⁵² *See Waller v. Waller*, No. 12-19-00326-CV, 2020 WL 5406246, at *2 (Tex. App.—Tyler Sept. 9, 2020, no pet.).

⁵³ **Defendant CSD Van Zandt’s General Denial and Affirmative Defenses** at ¶¶1, 3.

because it has conclusively proven the elements of this defense. Alternatively, if not barred by res judicata, the bill of review is barred by collateral estoppel (issue preclusion), which CSD Van Zandt has also alleged in its answer on file.⁵⁴ In addition to the arguments made and authorities cited herein, Defendant refers this Court to **Defendant's Exhibits 1-20** attached to this Motion in support. It is now Birnbaum's burden to adduce summary judgment proof raising a fact issue in avoidance of these affirmative defenses, or else CSD Van Zandt is entitled to summary judgment as a matter of law.⁵⁵

D. No-Evidence Motion for Summary Judgment Standard

20. Under Texas law, a party without the burden of proof may, after an adequate time for discovery, move for summary judgment on the basis that there is no evidence which would support an essential element of the non-movant's claim.⁵⁶ The motion must be granted unless the non-movant presents summary judgment evidence raising a genuine issue of material fact.⁵⁷ A "genuine issue of material fact" exists when more than a scintilla of evidence establishing the existence of the challenged evidence is produced.⁵⁸ This "evidence must transcend mere suspicion" and raise an inference more than a guess; slight evidence is not evidence.⁵⁹

21. Whether a non-movant has had an adequate time for discovery under the Texas Rules of Civil Procedure is case-specific. Courts consider and examine the following factors: (1) the nature of the case; (2) the nature of the evidence necessary to controvert the no-evidence motion; (3) the length of time the case was active; (4) the amount of time the no-evidence motion

⁵⁴ See *Jeanes v. Henderson*, 688 S.W.2d 100, 103 (Tex. 1985)(collateral estoppel only analyzed on failure of summary judgment movant to show res judicata); see **Defendant CSD Van Zandt's General Denial and Affirmative Defenses** at ¶2.

⁵⁵ See *Elmakiss v. Rogers*, No. 12-09-00392-CV, 2011 WL 3715700, at *6 (Tex. App.—Tyler Aug. 24, 2011, pet. denied); *City of Houston v. Clear Creek Basin Auth.*, 589 S.W.2d 671, 678-79 (Tex. 1979).

⁵⁶ See TEX. R. CIV. P. 166a(i); *Lightning Oil Co. v. Anadarko E&P Onshore, LLC*, 520 S.W.3d 39, 45 (Tex. 2017).

⁵⁷ See *id.*; see also *Ford Motor Co. v. Ridgway*, 135 S.W.3d 598, 600 (Tex. 2004).

⁵⁸ *Ford Motor Co.*, 135 S.W.3d at 600.

⁵⁹ *Id.* at 601.

was on file; (5) whether the movant had requested stricter deadlines for discovery; (6) the amount of discovery already taken place; and (7) whether the discovery deadlines in place were specific or vague.⁶⁰

E. Plaintiff Cannot Prove Fraud in Prior Case as a Meritorious Legal Defense

22. Plaintiff's bill of review should be dismissed because Plaintiff's claims of fraud are wholly unsubstantiated allegations of conspiracy and he cannot meet his preliminary prima facie burden of establishing a meritorious defense. Because CSD can conclusively negate the required element of extrinsic fraud in relation to this bill of review proceeding, and because Birnbaum cannot raise a genuine issue of material fact or more than a scintilla of evidence on such, CSD Van Zandt is entitled to summary judgment.

23. Birnbaum has presented zero evidence that tends to show there is a defense he was prevented from making to the claims against him in Cause No. 22-00105 due to the fraud of this Court, or his opponent CSD Van Zandt and its counsel, or any other person.⁶¹ Birnbaum attached a personal affidavit and various documentary exhibits as evidentiary support to his bill of review, which are addressed in turn below.

24. Birnbaum first attaches to his bill of review pleadings his Affidavit of Udo Birnbaum. Besides reference to the truthfulness and correctness of his exhibits that follow, the only true assertion Birnbaum makes in his affidavit is the following: "***The 294th District Court of Van Zandt County took my long time 150 acre homestead in violation of due process and my Right to a trial, indeed a jury trial***" (emphasis added).⁶² Defendant objects to this affidavit in its

⁶⁰ See *Rest. Teams Intern., Inc. v. MG Sec. Corp.*, 95 S.W.3d 336, 339 (Tex. App.—Dallas 2002, no pet.).

⁶¹ See *Thompson v. Ballard*, 149 S.W.3d 161, 166 (Tex. App.—Tyler 2004, no pet.)(upholding lower court's refusal to grant bill of review where petitioner failed to present evidence he possessed a defense he was prevented from presenting by error or fraud).

⁶² **Birnbaum's Original Petition for Review** at p. 10.

entirety for reason being it is conclusory and improper. The affidavit merely seems to recite a “sequence of events”—that Birnbaum was evicted following a court ruling—with conclusory statements intertwined within it; it does not evidence that CSD Van Zandt took some “deceptive action” that amounts to fraud.⁶³ Moreover, the affidavit is self-serving and opinion-based and therefore inadmissible, as it fails to provide any underlying factual detail.⁶⁴ The affidavit does nothing to put forth personal knowledge of a fraud, but instead merely serves to perpetuate Birnbaum’s unsubstantiated conspiracy theories concerning Cause No. 22-00105. It cannot be considered competent evidence to meet Birnbaum’s burden of proof in this bill of review analysis.

25. Defendant would also note that none of the exhibits attached to the Original Petition for Review are official, certified copies of filings in Cause No. 22-00105 or otherwise sworn or verified documents. In fact, the exhibits often contain overlapping notes, argument, and drawings done by Birnbaum himself. Defendant formally objects to all of these exhibits (Exhibits 1-9 to Birnbaum’s Original Petition for Review) as unauthenticated, hearsay, and/or irrelevant, and asserts that they cannot be properly considered in evaluating the first prong of proving a meritorious defense.

26. Birnbaum’s Exhibit 1 to the Original Petition for Review is the Proposed Order on CSD Van Zandt’s summary judgment motion in Cause No. 22-00105. However, this proposed order was never signed or entered. This proposed order does not speak to details of the Final

⁶³ *S. A. S. v. Catholic Family Services, Inc.*, 613 S.W.2d 540, 542 (Tex. App.—Amarillo 1981, no writ)(affidavit to bill of review failed to make prima facie showing of wrongful act when it merely recited a sequence of events); *Vandervlist v. Samara Portfolio Mgmt., LLC*, No. 14-16-00044-CV, 2017 WL 3194062, at *7 (Tex. App.—Houston [14th Dist.] July 27, 2017, pet. denied)(petitioner’s affidavit alone not sufficient evidence to prove extrinsic fraud for bill of review).

⁶⁴ *See, e.g., Methodist Hosp. v. Zurich Am. Ins. Co.*, 329 S.W.3d 510, 530 (Tex. App.—Houston [14th Dist.] 2010, pet.); *Vice v. Kasprzak*, 381 S.W.3d 1 (Tex. App.—Houston [1st Dist.] 2009, pet. denied); *West Coast Mining, Inc. v. Security Nat’l. Bank*, 442 S.W.2d 821, 822 (Tex. Civ. App.—Amarillo 1969, writ ref’d n.r.e.).

Judgment, which is the judgment subject to this bill of review analysis.⁶⁵ Therefore, this proposed order does nothing to assist Birnbaum in reaching his burden of proof.

27. Birnbaum's Exhibit 2 to the Original Petition for Review is the Order Granting Plaintiff's Traditional Motion for Summary Judgment in Cause No. 22-00105. While the order may provide context to these proceedings, as stated above, it is not evidence a meritorious defense that would support a bill of review.

28. Birnbaum's Exhibits 3-4 to the Original Petition for Review are the Writ of Possession of Premises and notice of same from the Van Zandt County Sheriff's Office. Again, neither of these documents (which are still not typical bill of review proofs such as responses to interrogatories, admissions, or affidavits) tend to demonstrate a meritorious defense of Birnbaum's was barred by fraud of any wrongdoer. If anything, Birnbaum is alleging these documents are in fact evidence of intrinsic fraud, because he asserts they are fraudulent instruments actually presented to and considered by the trial court in rendering its ruling. A bill of review cannot stand on mere intrinsic fraud allegations, so this purported evidence cannot be sufficient. Summary judgment is also warranted on this basis, because allegations of intrinsic fraud do not entitle a petitioner to bill of review relief as a matter of law.⁶⁶

29. Birnbaum's Exhibit 5 to the Original Petition for Review is a "WARNING" notice written by Birnbaum and apparently posted on the front door to his residence at or around September 2023, in anticipation of his eviction following the writ of possession order. Again, CSD Van Zandt objects to this document as inadmissible hearsay because it is a statement by Birnbaum

⁶⁵ See, e.g., *Morris v. O'Neal*, 464 S.W.3d 801, 809 (Tex. App.—Houston [14th Dist.] 2015, no pet.)(copy of judgment nunc pro tunc attached to bill of review petition does not constitute prima facie proof evidence because it did not provide details about the final order; petitioner's bill of review denied).

⁶⁶ See *Tice*, 767 S.W.2d at 702 (Tex. 1989); *McIntyre v. Wilson*, 50 S.W.3d 674, 680 (Tex. App.—Dallas 2001, pet. denied).

made and used out of court proceedings for the purpose of attempting to allege the writ of possession upon which his eviction was based was allegedly fraudulent and unlawful. Even if reviewed for purposes of this bill of review as a discretionary document, the notice is not proof of extrinsic fraud, because Birnbaum's objections to the trial court issuing a writ of possession were already in the record of Cause No. 22-00105 by way of his Emergency Motion to Stay Writ of Possession, filed September 6, 2023. That motion was denied by the Court on September 20, 2023. Because this Exhibit 5 at most alleges intrinsic fraud, this notice cannot help Birnbaum prove his burden now.

30. Birnbaum's Exhibit 6 is a collage of photos which Birnbaum apparently took during his eviction from the Property. Again, CSD Van Zandt fails to see how this improper submission could support allegations fraud that denied Birnbaum the opportunity to fully litigate at all rights or defenses that could have been asserted, because the eviction happened only *after* the Final Judgment was entered. Therefore, what ultimately happened during the eviction could not have prevented his ability to present his case ahead of the summary judgment ruling against him.

31. Birnbaum's Exhibit 7 to the Original Petition for Review is an alleged warranty deed executed in 2022 from Gwendolyn Wright Thibodeaux to Udo Birnbaum related to the Property. This document was already in the trial court's review in Cause No. 22-00105 as it was submitted as an exhibit to Birnbaum's Response in Opposition to MSJ. CSD Van Zandt objected to this evidence at that time because it was not produced as required with Birnbaum's initial disclosures, and because the document was not properly authenticated. CSD Van Zandt further objected to the relevancy of the document, and asserted that CSD Van Zandt a bona fide purchaser of the Property with no knowledge of existence of this unrecorded warranty deed at the time of its

purchase. This point already having been litigated and considered on the merits in Cause No. 22-00105 ahead of the Final Judgment, it cannot support Birnbaum's prima facie burden now.

32. Exhibit 8 to the Original Petition for Review is a copy of the Final Judgment in Cause No. 22-00105, attached to a printout of all docket proceedings in Cause No. 22-00105. Again, this Final Judgment order is the subject of Birnbaum's bill of review litigation but is not evidence of fraud in and of itself. Birnbaum complains the docket sheet does not have an oral hearing date, but it does in fact prove that the Notice of Hearing on CSD Van Zandt's summary judgment motion was properly filed and notated into the record on October 20, 2022. The summary judgment rules in Texas do not mandate an oral hearing in all cases; a trial court may properly rule on a summary judgment motion without a hearing on the basis of the written motion, response, and supporting summary judgment evidence.⁶⁷ That is what happened in Cause No. 22-00105 and there was no fraud in doing so. These documents simply do not demonstrate extrinsic fraud.

33. Finally, the Exhibit 9 that Birnbaum submitted is another portion of the docket sheet for Cause No. 22-00105. Birnbaum points to the jury fee being paid in the case as proof of fraud in that he did not receive a trial or oral hearing. As has already been stated, a docket sheet cannot be evidence of extrinsic fraud, but at best (and not even here) evidence of intrinsic fraud. Birnbaum's complaints were already addressed on a fully adjudicated appeal, wherein the 12th Court of Appeals outlined that "the right to a jury trial in civil cases is not absolute."⁶⁸

⁶⁷ See, e.g., *Gordon v. Ward*, 822 S.W.2d 90, 92 (Tex. App.—Houston [1st Dist.] 1991, writ denied); *Martin v. Cohen*, 804 S.W.2d 201, 202-03 (Tex. App.—Houston [14th Dist.] 1991, no writ); *Zuniga v. San Benito Consol. Indep. Sch. Dist.*, No. 13-02-417-CV, 2004 WL 1687883, at *2 (Tex. App. July 29, 2004, no pet. h.).

⁶⁸ **Defendant's Exhibit 19** at p. 2; see also *Green v. W.E. Grace Mfg. Co.*, 422 S.W.2d 723, 725 (Tex. 1968); *Martin v. Commercial Metals Co.*, 138 S.W.3d 619, 626 (Tex. App.—Dallas 2004, no pet.).

34. An adequate time for discovery has passed given the nature of this litigation.⁶⁹ The alleged incidents in Cause No. 22-00105 such as the Final Judgment occurred approximately two (2) or more years ago. The instant bill of review has been on file six (6) months, and Birnbaum has already served written discovery, which CSD Van Zandt answered.

35. For the reasons described herein, Defendant states that this litigation should be dismissed on summary judgment grounds because Birnbaum cannot as a matter of law meet his prima facie burden to allege with particularity sworn facts sufficient to constitute a meritorious defense or claim as required in a bill of review proceeding.

F. Plaintiff Cannot Raise Evidence that He is a Victim of Accident, Fraud, Wrongful Conduct, or Official Mistake

36. Even if this Court finds that Birnbaum can allege grounds for a meritorious claim or defense, it is still Birnbaum's burden to prove by a preponderance of evidence that the prior judgment was rendered as a result of fraud, accident, wrongful act of the opposing party, or official mistake.⁷⁰ Birnbaum cannot meet this burden, warranting dismissal of his bill of review claim.

37. Of all possible routes to describe why he was prevented from making his meritorious defense in Cause No. 22-00105, Birnbaum has only alleged fraud and/or wrongful act. Birnbaum states there was fraud because the summary judgment motion was ruled on in Cause No. 22-00105 by submission rather than after oral argument, and also that Birnbaum should have been afforded a jury trial on his counter-claim.⁷¹ However, he has presented no actual evidence or allegation of extrinsic fraud or wrongful act committed by his opponent CSD Van Zandt in the

⁶⁹ See, e.g., *Saldana v. Saldana*, No. 10-15-00411-CV, 2016 WL 1238730, at *5 (Tex. App.—Waco Mar. 24, 2016, no pet.)(summary judgment filed five months after original bill of review petition afforded sufficient time for discovery).

⁷⁰ See *Baker*, 582 S.W.2d at 409.

⁷¹ See **Birnbaum's Original Petition for Review** at ¶15.

form of depositions, answers to discovery, admissions on file, or other admissible evidence.⁷² As has been discussed herein, Birnbaum's affidavit and improper exhibits are of no substance and are conclusory at best. The fraud complained of was a decision by the Court on how it ran its docket. Birnbaum is not a victim of fraud simply because CSD Van Zandt exercised its right to request summary judgment relief. To allow Birnbaum's bill of review to stand and continue on the merits when there is no semblance of the factual particularity and he has not raised more than a scintilla of evidence as to extrinsic fraud would cause this Court to waste "valuable judicial resources".⁷³

G. Plaintiff Cannot Raise Evidence that He Was Free of Fault or Negligence of His Own

38. Finally, Birnbaum also holds the burden to prove that the Final Judgment result in Cause No. 22-00105 is unmixed with any fault or negligence on his own part, but he cannot do so.⁷⁴ Importantly, Birnbaum did actually participate in the summary judgment arguments in Cause No. 22-00105. Birnbaum did not allege that he failed to receive notice of the fact that the summary judgment ruling would be on submission, but instead confirmed he received notice, and expressed his discontent with this submission format in his Response in Opposition to MSJ.⁷⁵

39. That opposition pleading, or some other opposition pleading ahead of the hearing on submission set for November 14, 2022, was the place for Birnbaum to submit substantive law or evidence to avoid summary judgment in favor of CSD Van Zandt. As the Twelfth Court of Appeals so stated in relation to Birnbaum's appellate brief challenging the Final Judgment, the same can be said in relation to his Response in Opposition to MSJ: Birnbaum's pleading was "devoid of references," offered "no record citations or arguments to support his position," and

⁷² Birnbaum attempts to refer the Court to further "details" by naming other pleadings enumerated in bullet points in this Section VIII. Defendant would object to those pleadings or their contents being considered, as they are not properly submitted before the Court as evidence, verified, or sworn.

⁷³ *Baker*, 582 S.W.2d at 408; *see also Saldana*, 2016 WL 1238730 at *7.

⁷⁴ *Alexander*, 226 S.W.2d at 998.

⁷⁵ *See generally Defendant's Exhibit 5.*

contained “broad statements of law without explanation as to how they apply to his facts and arguments.”⁷⁶ In fact, Birnbaum ultimately waived several issues at the appellate level because in fact the record did “not reflect that Birnbaum filed a response to CSD’s motion for summary judgment” but instead a “response to the notice setting the motion for submission, along with his own no evidence motion or summary judgment” that was devoid of substance.⁷⁷ This reflects Birnbaum’s underlying negligence in Cause No. 22-00105 and thereafter, because Birnbaum failed to exercise due diligence to avail himself of all legal remedies against the ruling against him. It was at least in part Birnbaum’s own failures as a pro-se litigant that caused the Final Judgment to be rendered, and this cannot be overlooked.⁷⁸

40. In addition, “the rule of res judicata in Texas bars litigation of all issues connected with a cause of action or defense which, with the use of diligence, might have been tried in a former trial, as well as those which were actually tried.”⁷⁹ As has been discussed herein, res judicata also bars Birnbaum from meeting this bill of review element, as Birnbaum was not diligent in making the arguments that could have been considered in Cause No. 22-00105 and his subsequent appeals.

41. Birnbaum cannot present a fact issue as to whether he exercised diligence in preventing the Final Judgment from being entered against him. The failure of the bill of review to disprove his or her own negligence in the underlying proceeding in which they participated is sufficient to find that the petition for bill of review should be denied.⁸⁰ CSD Van Zandt therefore asks that summary judgment be granted in its favor.

⁷⁶ **Defendant’s Exhibit 17** at p. 4.

⁷⁷ **Defendant’s Exhibit 17** at p. 3.

⁷⁸ See *Mansfield State Bank v. Cohn*, 573 S.W.2d 181, 184-85 (Tex. 1978); *Interest of A.E.*, 580 S.W.3d 211, 219 (Tex. App.—Tyler 2019, pet. denied)(stating pro se litigants are held to the same standards as licensed attorneys and must comply with applicable laws and rules of procedure).

⁷⁹ *Callaway v. Elliott*, 440 S.W.2d 99, 103 (Tex. App.—Tyler 1969, writ diss’d).

⁸⁰ See *Peel*, 2018 WL 1278736 at *2-3.

V.
ATTORNEY'S FEES REQUESTED

42. A party who successfully defends a bill of review is entitled to recover attorney fees in the bill of review proceeding if attorney fees are authorized in the prosecution of the underlying case.⁸¹ The underlying case was initiated by CSD Van Zandt as a declaratory judgment request, for which attorney's fees and costs are available under Rule 37.009.⁸² Therefore, upon a favorable ruling on this Motion, Defendant requests its reasonable attorney's fees and costs.⁸³

VI.
CONCLUSION & PRAYER

43. After "a judgment has become final, it must be accorded a measure of respect or litigation would tend to become endless."⁸⁴ This Court should grant CSD Van Zandt's Traditional Motion for Summary Judgment and order summary judgment in its favor and against Plaintiff Udo Birnbaum for the following reasons: (1) Birnbaum is barred from a bill of review claim by res judicata; (2) CSD Van Zandt has proven up its affirmative defense of res judicata as a matter of law; (3) Birnbaum has failed to make a prima facie case for the extrinsic fraud of an opponent being the reason he was unable to present a meritorious case in Cause No. 22-00105; (4) Birnbaum cannot demonstrate he was a victim of extrinsic fraud or wrongful conduct; and (5) Birnbaum cannot demonstrate the result in Cause No. 22-00105 was free of his own fault or negligence.

WHEREFORE, PREMISES CONSIDERED, Defendant prays that the Court sets this Traditional and No-Evidence Motion for Summary Judgment for hearing, and upon completion of same, grant the relief requested herein and order judgment as a matter of law in favor of Defendant CSD Van Zandt LLC, and dismiss Plaintiff Udo Birnbaum's case in its entirety, and award

⁸¹ See *Meece v. Moerbe*, 631 S.W.2d 729, 730 (Tex. 1982).

⁸² TEX. CIV. PRAC. & REM. CODE §37.009.

⁸³ See **Defendant's Exhibit 24**, Affidavit of Attorney's Fees of Nicole Feragen.

⁸⁴ *Baker*, 582 S.W.2d at 409.

Defendant its reasonable and necessary attorney's fees. Defendant further prays for any and all relief, general and specific, to which it may be justly entitled.

Respectfully submitted,

/s/ Nicole Feragen

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ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

I certify that on August 12, 2025, a true and correct copy of the foregoing document was served electronically through the E-file system to all parties and/or counsel of record.

/s/ Nicole Feragen

Nicole Feragen

Shawn Thornton

CAUSE NO. 22-00105

CSD VAN ZANDT LLC	§	IN THE DISTRICT COURT
Plaintiff	§	
	§	294TH
v.	§	JUDICIAL DISTRICT
	§	
UDO BIRNBAUM	§	
Defendant	§	VAN ZANDT COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION AND APPLICATION FOR
TEMPORARY INJUNCTION**

COMES NOW, CSD VAN ZANDT LLC, (hereinafter "Plaintiff"), and files this *Original Petition and Application for Temporary Injunction* against Defendant, UDO BIRNBAUM, and alleges as follows:

**I.
EXHIBIT LIST**

- Exhibit A: Affidavit of Lisa Girot, attached hereto and incorporated herein for all purposes.
- Exhibit B: Affidavit of Robert Dow, attached hereto and incorporated herein for all purposes.
- Attachment 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.
- Attachment 2: Notice to Vacate Letter Sent to Defendant on June 30, 2022 and USPS Green Card.
- Attachment 3: Images of Defendant's Vehicle Blocking Plaintiff's Access Gate.
- Attachment 4: Receipt for Plaintiff's New Gate Lock and Chain.
- Attachment 5: Notice to Vacate Letter Sent to Plaintiff from Defendant on August 4, 2022.
- Exhibit C: Warranty Deed Conveying Subject Property from T. C. Travis and Carolyn Ann Travis to Defendant.
- Exhibit D: Warranty Deed Conveying Subject Property from Defendant to Gwendolyn Wright Thibodeaux.

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I certify this to be a true and exact copy of the original on file in the District Clerk's Office, Van Zandt County, Texas
By 
Deputy

- Exhibit E: Corrected Heirship Affidavit Concerning Gwendolyn Wright Thibodeaux.
- Exhibit F: Judgment Declaring Heirship of Gwendolyn Wright Thibodeaux.
- Exhibit G: Last Will and Testament of Louis Thibodeaux.
- Exhibit H: Order to Probate and Execute Notarial Testament of Louis Thibodeaux.

II.
DISCOVERY-CONTROL PLAN

1. Plaintiff intends to conduct discovery under Level 3 of Texas Rule of Civil Procedure 190.4 and affirmatively pleads that this suit is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169 because Plaintiff seeks injunctive relief.

III.
CLAIM FOR RELIEF

2. Plaintiff seeks monetary relief of \$250,000 or less and non-monetary relief. Tex. R. Civ. P. 47(c)(2).

IV.
PARTIES

3. Plaintiff, CSD Van Zandt LLC, is a Texas Limited Liability Company whose registered agent is Robert O. Dow. Plaintiff's principal place of business is 6115 Owens St Suite 201 Dallas, TX 75235.

4. Defendant, Udo Birnbaum, is an individual who may be served at 540 Van Zandt County Road 2916, Eustace, Texas 75124, or wherever he may be found.

V.
JURISDICTION AND VENUE

5. Venue is proper in Van Zandt County, Texas, pursuant to Texas Civil Practice & Remedies Code § 15.011, as this action involves real property located in Van Zandt County, Texas, and because all or a substantial portion of the events giving rise to this suit occurred in Van Zandt

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County, Texas. Jurisdiction is proper in this Court because Plaintiff seeks damages that are within the jurisdictional limits of this Court.

VI. FACTS

6. On September 17, 1981, T.C. and Carolyn Ann Travis granted Defendant approximately 150 acres in Van Zandt County, Texas, via Warranty Deed filed at Instrument No. 7512 of the Official Public Records of Van Zandt County, Texas. Years later, on April 12, 2002, Defendant sold the 150 acres (“the Property”) to Gwendolyn Wright Thibodeaux via Warranty Deed filed at Instrument No. 00026857 of the Official Public Records of Van Zandt County, Texas. Then, on December 8, 2006, Gwendolyn Wright Thibodeaux passed away.

7. Subsequently, in Cause No. 15622 in the County Court of Van Zandt County, Texas, Judge Don Kirkpatrick determined Ms. Thibodeaux’s heirs and their respective shares and interests in the Property as follows: Louis Thibodeaux: 50%; Patricia Moore Barclay: 25%; and James T. Moore, III: 25%. As a result, Louis Thibodeaux, Patricia Moore Barclay and James T. Moore, III owned the Property in the percentages set out above.

8. On October 29, 2019, Louis Thibodeaux passed away in Louisiana, leaving a will that conveyed all his right, title, and interest in his real property to Lisa Leger Girot. Louis Thibodeaux’s will was then probated in Louisiana on January 24, 2020, leaving Lisa Leger Girot a 50% interest in the Property. After Louis Thibodeaux’s passing, Lisa Leger Girot maintained payment of taxes on the property, until she sold her interest in same to Plaintiff. Plaintiff purchased the Property from Lisa Leger Girot, Patricia Moore Barclay, and James T. Moore, III via Warranty Deed with Vendor’s Lien filed at Instrument No. 2022-007473 of the Official Public Records of Van Zandt County, Texas on June 24, 2022.

9. Before purchasing the Property, Plaintiff was aware that Defendant was living on a portion of the Property - specifically 540 Van Zandt County Road 2916, Eustace, Texas 75124. As such, Plaintiff sent Defendant a letter on June 30, 2022 in an effort to terminate Defendant's alleged tenancy at will and request that Defendant vacate the Property as required under Texas Property Code Sections 24.005 and 91.001. Defendant received the letter on July 14, 2022.

10. To date, Defendant has made no effort to vacate the Property. Moreover, Defendant has caused significant issues for Plaintiff in the operation of its business and has obstructed Plaintiff's access to the Property. Shortly after closing on the Property, Plaintiff began improvements on 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.

11. In this connection, to aid with said improvements, Plaintiff rented a skid steer, which was parked on the Property. On July 26, 2022, Defendant parked his vehicle in front of Plaintiff's access gate to the Property, which prevented Plaintiff from removing the skid steer to return it to the rental company on time. In addition, Defendant cut the chain and lock Plaintiff placed on its access gate, which ultimately forced Plaintiff to replace same.

VII. COUNT ONE – DECLARATORY JUDGMENT

12. The purpose of a declaratory judgment action is to establish existing rights, status or other legal relationships. *City of El Paso v. Heinrich*, 284 S.W.3d 366, 370 (Tex. 2009). Chapter 37 of the Tex. Civ. Prac. & Rem. Code § 37.002 (a-b), provides the purpose of [the DJA] "is to settle and to afford relief from uncertainty and insecurity with respect to rights, status, and other legal relations." *Id.*

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Henderson County, Texas



13. Plaintiff adopts and incorporates the foregoing paragraphs herein for all purposes and asks the Court to declare the above-referenced deeds as conveying superior title and possession of the Property to Plaintiff. In accordance with Texas Civil Practice & Remedies Code Chapter 37.009, Plaintiff is entitled to recover reasonable and necessary attorney fees.

VIII.
COUNT TWO – TRESPASS TO TRY TITLE

14. Plaintiff adopts and incorporates the foregoing paragraphs herein for all purposes. Plaintiff does not believe that a title issue exists. However, out of an abundance of caution, Plaintiff pleads Trespass to Try Title in the alternative. “A trespass to try title action is the method of determining title to lands, tenements, or other real property.” Tex. Prop. Code §22.001(a). To prevail, a plaintiff must typically prove 1) a regular chain of conveyance from the sovereign; 2) superior title out of a common source; 3) title by limitations; or 4) title by prior possession coupled with proof that possession was not abandoned. *Lance v. Robinson*, 543 S.W.3d 723, 735 (Tex. 2018) (quoting *Martin v. Amerman*, 133 S.W.3d 262, 265 (Tex. 2004)).

15. Plaintiff obtained title to the Property via a regular chain of conveyance from the sovereign, as explained hereinabove. To reiterate, Mr. and Mrs. Travis conveyed the Property to Defendant, who conveyed same to Gwendolyn Wright Thibodeaux. Upon her death, the Property passed to Louis Thibodeaux, Patricia Moore Barclay, and James T. Moore, III. Subsequently, Lisa Leger Girot inherited Louis Thibodeaux’s interest in the Property upon his death. Plaintiff then purchased the Property from Lisa Leger Girot, Patricia Moore Barclay, and James T. Moore, III. As such, Plaintiff is entitled to immediate possession of the Property and a declaration of title in Plaintiff’s favor and against Defendant.



IX.
APPLICATION FOR TEMPORARY INJUNCTION

16. In a request for injunctive relief, “the only question before the court is the right of the applicant to a preservation of the status quo of the subject matter of the suit pending a final trial of the case on its merits.” *Middagh v. Tiller-Smith Company, Inc.*, 518 S.W.2d 589 (Tex. App.—El Paso [8th Dist.] 1975, no writ.) (quoting *Transport Co. of Texas v. Robertson Transports, Inc.*, 261 S.W.2d 549, 552 (Tex. 1953)). In order to receive a temporary injunction, a plaintiff must show: (1) a cause of action against the defendant; (2) a probable right to the relief sought; and (3) a probable, imminent and irreparable injury absent injunctive relief, with no adequate remedy at law. See *Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002); *Henderson v. KRTS, Inc.*, 822 S.W.2d 769, 773 (Tex. App.—Houston [1st Dist.] 1992, no writ).

17. Plaintiff adopts and incorporates the foregoing paragraphs herein for all purposes. Plaintiff seeks a temporary injunction to preserve the status quo of the Property. Specifically, Plaintiff requests the Court to enjoin Defendant from denying Plaintiff access to the Property. Plaintiff has a cause of action against Defendant as set out in full, hereinabove. Plaintiff also has a probable right to the relief sought as Plaintiff unequivocally owns the Property outright. Defendant has refused to vacate Plaintiff’s property and, on numerous occasions, has obstructed Plaintiff’s access, which has caused Plaintiff to cease all future development on the Property. Defendant’s actions will continue to disrupt the status quo, and Plaintiff will be left with no adequate remedy at law absent action from this Court.

18. Stated otherwise, the damage done and threatened by Defendant’s actions will likely continue but for the intervention of this Court. Such damage is continuing and, to a large degree, intangible because the loss of Plaintiff’s ingress and egress cannot be fully calculated nor compensated. In the period leading up to the filing of this suit, Defendant’s actions have been



erratic and unpredictable. In addition to parking his vehicle in front of Plaintiff's access gate and cutting Plaintiff's chain and lock, Defendant signed the USPS certified letter green card for the Notice to Vacate letter from Plaintiff as "Bin Laden" and subsequently mailed Plaintiff back the same exact Notice to Vacate letter Plaintiff mailed to him. Unless Defendant is restrained from blocking access to Plaintiff's property, Plaintiff will suffer probable, imminent injury. In fact, the equitable factors weigh in favor of Plaintiff. If relief is denied, and Plaintiff is denied access to the Property, Plaintiff's injury is much greater than any injury to Defendant if relief is granted.

19. Plaintiff would further show the Court that it is entitled to injunctive relief herein, pursuant to Texas Civil Practice and Remedies Code, Section 65.011(5), wherein it states in relevant parts: "A writ of injunction may be granted if . . . (5) irreparable injury to real or personal property is threatened, irrespective of any remedy at law." Accordingly, Plaintiff repleads the allegations set out above and would show the Court that Defendant's threatened conduct would cause irreparable injury to Plaintiff's right of ingress and egress to use and enjoy its property, and Plaintiff is therefore entitled to injunctive relief.

20. Plaintiff asks the Court to set its application for temporary injunction for a hearing and, after the hearing, issue a temporary injunction against Defendant.

21. Plaintiff has joined all indispensable parties under the applicable Texas Rule of Civil Procedure.

X.
JURY DEMAND

22. Plaintiff demands a jury trial and tenders the appropriate fee with this Petition.



XI.
CONDITIONS PRECEDENT

23. All conditions precedent to Plaintiff's claims for relief have been performed or have occurred.

PRAYER

For the reasons set forth above, Plaintiff asks that Defendant be cited to appear and answer and, on final trial, that Plaintiff be awarded a judgment against Defendant for the following:

- a. Judgment that declares that Plaintiff has superior title in the Property;
- b. Temporary injunction;
- c. Permanent injunction;
- d. Actual damages;
- e. Special damages;
- f. Attorney's fees;
- g. Prejudgment and post-judgment interest;
- h. Court costs;
- i. All other relief to which Plaintiff is justly entitled.

Respectfully submitted,

FLOWERS DAVIS, P.L.L.C.
1021 ESE Loop 323, Suite 200
Tyler, Texas 75701
(903) 534-8063 Phone
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/s/ Katryna R. Watkins
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ATTORNEYS FOR PLAINTIFF



EXHIBIT A



AFFIDAVIT

STATE OF LOUISIANA

PARISH OF CALCASIEU

BEFORE ME, the undersigned authority, personally came and appeared LISA LEGER GIROT, who after being duly sworn, did depose and say:

That She is very familiar with the property described as follows, to-wit:

149.000, ABST 978, SUR: P YOUNG (R000032761)
18.000, ABS: 978, SUR: YOUNG (R000019734
Records of VAN ZANDT COUNTY, TEXAS.

That the affiant was acquainted with Louis (nmn) Thibodeaux. Mr. Thibodeaux was a resident of Van Zandt County up until approximately December 2012. He then moved to Sulphur, Louisiana, where he resided up until he became a resident of the Southwest Louisiana Veteran's Home, located in Jennings, Louisiana, until his demise, October 29, 2019. Mr. Thibodeaux and his then wife (now deceased) acquired title to the herein described property by virtue of a Deed bearing #700978058000, volume 1710, page 590, from Udo H Birnbaum. To my knowledge, title remained unchanged with the exception of his wife's death and subsequently his death. In March of 2017, Mr. Thibodeaux attempted to give the above-described property to Mr. Birnbaum, but Mr. Birnbaum refused to accept same property for personal reasons. Mr. Louis Thibodeaux left a Last Will & Testament leaving all his possessions to myself. Mr. Thibodeaux married once, to Gwen Wright, the union produced no children. Since I acquired title to the herein described property, Mr. Birnbaum has never challenged my ownership of the property or sought to execute a written lease agreement with me.

Mr. Thibodeaux was referred to me as a client by Chris Duncan, the Mayor of Sulphur, to assist him in his affairs early 2017. Mr. Thibodeaux was a Veteran of the Korean war. I serve on the Mayor's Armed Forces Committee and do volunteer work for Veterans. This is how I came to know Mr. Thibodeaux. Through the years I assisted him in numerous matters. In March 2018, Mr. Thibodeaux granted me Power of Attorney as he was becoming increasingly ill and unable to manage his affairs. Some of the tasks I performed were paying his bills, helping with Oil/Gas leases, having repairs performed on his home, taking him to the VA Clinic for doctor visits, eye exams, dental services-etc, helping manage his meds, balancing his checking account and numerous other tasks. I assisted him in selling his home in Sulphur when he became too ill to live alone even with the assistance of a caretaker. I was appointed his trustee when I had him (at his request) admitted to the Veteran's Home in Jennings, and in the end I am the one who arranged for his body to be delivered (his request) to Baylor College of Medicine, and subsequently cremated. I continue to maintain numerous files and records he imparted to me.



CERTIFIED COPY

The affiant has personally known Louis Thibodeaux and has known him to farm, pay taxes, occupy and have actual, corporeal and uninterrupted possession of the property. Since Mr. Thibodeaux's passing, I have maintained payment of taxes on the property.

Sworn to and subscribed before me, Notary Public, in Sulphur, Calcasieu Parish, Louisiana, on this 5th day of August, 2022.

Lisa L. Girot
LISA L. GIROT

Donna L. Brown
NOTARY PUBLIC

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



CERTIFIED COPY

EXHIBIT B



CERTIFIED COPY

CAUSE NO. _____

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§
§
§
§
§
§
§

IN THE DISTRICT COURT

___ JUDICIAL DISTRICT

VAN ZANDT COUNTY, TEXAS

AFFIDAVIT OF ROBERT O. 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 O. 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 Original Petition and Application for Temporary Injunction* and have personal knowledge of all facts contained therein, which are true and correct. Specifically, my company, CSD Van Zandt, LLC, purchased the property at subject in this cause ("the Property") in or around June 2022 from Lisa Leger Girot, Patricia Moore Barclay, and James T. Moore, III. CSD Van Zandt, LLC purchased the Property through East Texas Title Company. I have a title policy on the property, and the title company, title underwriter, and lender all approved title.
3. Before purchasing the Property, I was aware that Udo Birnbaum was living on a portion of the Property at 540 Van Zandt County Road 2916, Eustace, Texas 75124. As such, I had my attorneys with Flowers Davis, PLLC send Mr. Birnbaum a letter on June 30, 2022 to terminate his alleged tenancy at will and demand that he vacate the Property as required under Texas Property Code Sections 24.005 and 91.001. To my knowledge, Mr. Birnbaum received the letter on July 14, 2022. To date, he still occupies the Property.
4. Moreover, since receipt of the above-referenced letter, Mr. Birnbaum has caused trouble for myself and my company and has obstructed access to the Property. Shortly after

Affidavit of Robert O. Dow
Van Zandt County, Texas



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1

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.

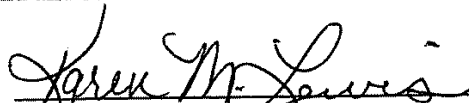
5. Attached hereto as Attachments 1-5 are the: (1) Warranty Deed with Vendor's Lien Conveying Subject Property from Lisa Leger Girot, Patricia Moore Barclay, and James T. Moore, III to CSD Van Zandt LLC; (2) Notice to Vacate Letter sent to Defendant on June 30, 2022 and USPS Green Card; (3) Images of 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

Affidavit of Robert O. Dow
Van Zandt County, Texas



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2

Attachment 1



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Document No. 2022-007473

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

Warranty Deed with Vendor's Lien, Page 1
GF437981



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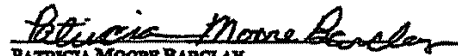
improvements; all rights, obligations, and other matters arising from and existing by reason any governmental or other entity authorized to establish regulations and assess taxes and liens, including, but not limited to, the county where the property is located and water improvement districts; applicable 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.

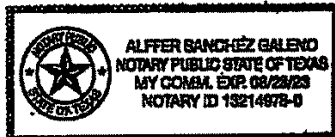
SANGER BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of SANGER BANK and are transferred to SANGER BANK,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

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


PATRICIA MOORE BARCLAY

STATE OF TEXAS §
COUNTY OF Van Zandt §

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




NOTARY PUBLIC, STATE OF TEXAS

Warranty Deed with Vendor's Lien, Page 2
GF437981



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

Warranty Deed with Vendor's Lien, Page 3
GF437981



Lisa Leger Girod
~~Lisa Leger Girod~~

STATE OF LOUISIANA §
PARISH OF Calcasieu §

This instrument was acknowledged before me on the 21st 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

Warranty Deed with Vendor's Lien, Page 4
GF437981



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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 2235, 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 Lindsey 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. 2020-085698 bears North 04 deg. 34 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 2235, Page 113, and the residue of a called 105.72 acre tract as described in a deed from Shirley Solwin 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 1,364.85 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. 2020-095699 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 89 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.



Attachment 2



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FLOWERS DAVIS

CELIA C. FLOWERS*

* BOARD CERTIFIED, OIL, GAS & MINERAL LAW
 * TEXAS BOARD OF LEGAL SPECIALIZATION
 * BOARD CERTIFIED, RESIDENTIAL REAL ESTATE LAW
 * TEXAS BOARD OF LEGAL SPECIALIZATION
 * BOARD CERTIFIED, PROPERTY OWNERS ASSOCIATION LAW
 * TEXAS BOARD OF LEGAL SPECIALIZATION
 * BOARD CERTIFIED, CIVIL TRIAL LAW
 * TEXAS BOARD OF LEGAL SPECIALIZATION

MELANIE S. REYES

* BOARD CERTIFIED, OIL, GAS & MINERAL LAW
 * TEXAS BOARD OF LEGAL SPECIALIZATION
 LICENSED TO PRACTICE LAW IN TX AND NM

ALAN W. TOMME

J. SCOTT MILLER

CATHERINE CHESLEY GOODGION
 * LICENSED TO PRACTICE BEFORE THE
 UNITED STATES PATENT AND TRADEMARK OFFICE
 WILLIAM R. KNIGHT, JR.

MAYA P. JEDLICKA

KATRYNA R. WATKINS

TUCKER B. ROYALL

ANDREW SCHWING

* LICENSED TO PRACTICE LAW IN TX AND LA

COREY R. KELLAM

A.D. (DEAN) CHAPMAN, OF COUNSEL

ELLIS G. VICKERS, OF COUNSEL*

* LICENSED TO PRACTICE LAW IN NEW MEXICO AND TEXAS
 * NEW MEXICO BOARD OF LEGAL SPECIALIZATION RECOGNIZED
 SPECIALIST IN NATURAL RESOURCES - OIL & GAS LAW

Attorneys at Law

1021 ESE LOOP 323, SUITE 200
 TYLER, TEXAS 75701
 MAIN TELEPHONE: (903) 534-8063
 FACSIMILE: (903) 534-1650

IMMIGRATION (903) 592-8186

WWW.FLOWERSDAVIS.COM

LONGVIEW OFFICE:
 1516 JUDSON ROAD
 LONGVIEW, TEXAS 75601
 TELEPHONE: (903) 757-8900
 FACSIMILE: (903) 757-8902

ROBERT S. DAVIS

CHAD C. ROOK
 LEE I. CORREA
 ROBIN H. O'DONOGHUE
 J. MITCHELL BEARD
 STEVE M. MASON
 JOHN "JACK" R. FULGHAM

THOMAS H. BUCHANAN, OF COUNSEL

PRESTON W. MCGEE*

* BOARD CERTIFIED, PERSONAL INJURY TRIAL LAW
 * TEXAS BOARD OF LEGAL SPECIALIZATION
 * BOARD CERTIFIED, CIVIL TRIAL LAW
 * TEXAS BOARD OF LEGAL SPECIALIZATION

VIRGINIA D. YOUNG
 DANIEL C. ROSS

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



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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:

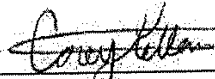
Notice is hereby given and demand is hereby made that you vacate the Premises by the 30th day after the date of receipt of this notice. Specifically, you are demanded to vacate as our client, CSD Van Zandt LLC, hereby terminates your tenancy at will. This notice is given and demand is made as provided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



PROPERTY CODE

TITLE 4. ACTIONS AND REMEDIES

CHAPTER 24. FORCIBLE ENTRY AND DETAINER

Sec. 24.005. NOTICE TO VACATE PRIOR TO FILING EVICTION SUIT. (a) If the occupant is a tenant under a written lease or oral rental agreement, the landlord must give a tenant who defaults or holds over beyond the end of the rental term or renewal period at least three days' written notice to vacate the premises before the landlord files a forcible detainer suit, unless the parties have contracted for a shorter or longer notice period in a written lease or agreement. A landlord who files a forcible detainer suit on grounds that the tenant is holding over beyond the end of the rental term or renewal period must also comply with the tenancy termination requirements of Section 91.001.

(b) If the occupant is a tenant at will or by sufferance, the landlord must give the tenant at least three days' written notice to vacate before the landlord files a forcible detainer suit unless the parties have contracted for a shorter or longer notice period in a written lease or agreement. If a building is purchased at a tax foreclosure sale or a trustee's foreclosure sale under a lien superior to the tenant's lease and the tenant timely pays rent and is not otherwise in default under the tenant's lease after foreclosure, the purchaser must give a residential tenant of the building at least 30 days' written notice to vacate if the purchaser chooses not to continue the lease. The tenant is considered to timely pay the rent under this subsection if, during the month of the foreclosure sale, the tenant pays the rent for that month to the landlord before receiving any notice that a foreclosure sale is scheduled during the month or pays the rent for that month to the foreclosing lienholder or the purchaser at foreclosure not later than the fifth day after the date of receipt of a written notice of the



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name and address of the purchaser that requests payment. Before a foreclosure sale, a foreclosing lienholder may give written notice to a tenant stating that a foreclosure notice has been given to the landlord or owner of the property and specifying the date of the foreclosure.

(c) If the occupant is a tenant of a person who acquired possession by forcible entry, the landlord must give the person at least three days' written notice to vacate before the landlord files a forcible detainer suit.

(d) In all situations in which the entry by the occupant was a forcible entry under Section 24.001, the person entitled to possession must give the occupant oral or written notice to vacate before the landlord files a forcible entry and detainer suit. The notice to vacate under this subsection may be to vacate immediately or by a specified deadline.

(e) If the lease or applicable law requires the landlord to give a tenant an opportunity to respond to a notice of proposed eviction, a notice to vacate may not be given until the period provided for the tenant to respond to the eviction notice has expired.

(f) Except as provided by Subsection (f-1), the notice to vacate shall be given in person or by mail at the premises in question. Notice in person may be by personal delivery to the tenant or any person residing at the premises who is 16 years of age or older or personal delivery to the premises and affixing the notice to the inside of the main entry door. Notice by mail may be by regular mail, by registered mail, or by certified mail, return receipt requested, to the premises in question.

(f-1) As an alternative to the procedures of Subsection (f), a landlord may deliver the notice to vacate by securely affixing to the outside of the main entry door a sealed envelope that contains the notice and on which is written the tenant's name, address, and in all capital letters, the words "IMPORTANT DOCUMENT" or substantially similar language and, not later than 5 p.m. of the same day, depositing in the mail in the same



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county in which the premises in question is located a copy of the notice to the tenant if:

(1) the premises has no mailbox and has a keyless bolting device, alarm system, or dangerous animal that prevents the landlord from entering the premises to affix the notice to vacate to the inside of the main entry door; or

(2) the landlord reasonably believes that harm to any person would result from personal delivery to the tenant or a person residing at the premises or from personal delivery to the premises by affixing the notice to the inside of the main entry door.

(f-2) Notice to vacate under Subsection (f-1) is considered delivered on the date the envelope is affixed to the outside of the door and is deposited in the mail, regardless of the date the notice is received.

(g) The notice period is calculated from the day on which the notice is delivered.

(h) A notice to vacate shall be considered a demand for possession for purposes of Subsection (b) of Section 24.002.

(i) If before the notice to vacate is given as required by this section the landlord has given a written notice or reminder to the tenant that rent is due and unpaid, the landlord may include in the notice to vacate required by this section a demand that the tenant pay the delinquent rent or vacate the premises by the date and time stated in the notice.

Acts 1983, 68th Leg., p. 3515, ch. 576, Sec. 1, eff. Jan. 1, 1984. Amended by Acts 1985, 69th Leg., ch. 891, Sec. 1, eff. Sept. 1, 1985; Acts 1989, 71st Leg., ch. 688, Sec. 3, eff. Sept. 1, 1989; Acts 1997, 75th Leg., ch. 1205, Sec. 2, eff. Sept. 1, 1997.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1198 (S.B. 1367), Sec. 1, eff. January 1, 2016.



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PROPERTY CODE

TITLE 8. LANDLORD AND TENANT

CHAPTER 91. PROVISIONS GENERALLY APPLICABLE TO LANDLORDS AND
TENANTS

Sec. 91.001. NOTICE FOR TERMINATING CERTAIN TENANCIES.

(a) A monthly tenancy or a tenancy from month to month may be terminated by the tenant or the landlord giving notice of termination to the other.

(b) If a notice of termination is given under Subsection (a) and if the rent-paying period is at least one month, the tenancy terminates on whichever of the following days is the later:

- (1) the day given in the notice for termination; or
- (2) one month after the day on which the notice is

given.

(c) If a notice of termination is given under Subsection (a) and if the rent-paying period is less than a month, the tenancy terminates on whichever of the following days is the later:

- (1) the day given in the notice for termination; or
- (2) the day following the expiration of the period beginning on the day on which notice is given and extending for a number of days equal to the number of days in the rent-paying period.

(d) If a tenancy terminates on a day that does not correspond to the beginning or end of a rent-paying period, the tenant is liable for rent only up to the date of termination.

(e) Subsections (a), (b), (c), and (d) do not apply if:

(1) a landlord and a tenant have agreed in an instrument signed by both parties on a different period of notice to terminate the tenancy or that no notice is required; or

- (2) there is a breach of contract recognized by law.



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Acts 1983, 68th Leg., p. 3625, ch. 576, Sec. 1, eff. Jan. 1, 1984. Amended by Acts 1985, 69th Leg., ch. 200, Sec. 3, eff. Aug. 26, 1985.



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PROPERTY CODE

TITLE 4. ACTIONS AND REMEDIES

CHAPTER 24. FORCIBLE ENTRY AND DETAINER

Sec. 24.006. ATTORNEY'S FEES AND COSTS OF SUIT. (a)

Except as provided by Subsection (b), to be eligible to recover attorney's fees in an eviction suit, a landlord must give a tenant who is unlawfully retaining possession of the landlord's premises a written demand to vacate the premises. The demand must state that if the tenant does not vacate the premises before the 11th day after the date of receipt of the notice and if the landlord files suit, the landlord may recover attorney's fees. The demand must be sent by registered mail or by certified mail, return receipt requested, at least 10 days before the date the suit is filed.

(b) If the landlord provides the tenant notice under Subsection (a) or if a written lease entitles the landlord to recover attorney's fees, a prevailing landlord is entitled to recover reasonable attorney's fees from the tenant.

(c) If the landlord provides the tenant notice under Subsection (a) or if a written lease entitles the landlord or the tenant to recover attorney's fees, the prevailing tenant is entitled to recover reasonable attorney's fees from the landlord. A prevailing tenant is not required to give notice in order to recover attorney's fees under this subsection.

(d) The prevailing party is entitled to recover all costs of court.

Acts 1983, 68th Leg., p. 3516, ch. 576, Sec. 1, eff. Jan. 1, 1984. Amended by Acts 1985, 69th Leg., ch. 891, Sec. 1, eff. Sept. 1, 1985; Acts 1989, 71st Leg., ch. 688, Sec. 4, eff. Sept. 1, 1989; Acts 1997, 75th Leg., ch. 1205, Sec. 3, eff. Sept. 1, 1997.



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7014 2120 0001 7709 2678

U.S. Postal Service TM	
CERTIFIED MAIL[®] RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 88.125
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Sent To <u>Udo Birnbaum</u>	
Street & Apt. No. or PO Box No.	
City, State, ZIP+4	
PS Form 3800, July 2014	
See Reverse for Instructions	



CERTIFIED COPY

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature ☒ <u>Bir Loden</u> ☐ Agent ☐ Addressee	
1. Article Addressed to: <u>Udo Birnbaum</u> <u>540 VZ County Road 2916</u> <u>Eustace, TX 75124</u>		B. Received by (Printed Name) <u>U. Birnbaum</u> C. Date of Delivery <u>7/14/11</u>	
		D. Is delivery address different from Item 1? ☐ Yes ☒ No If YES, enter delivery address below: ☐ No	
		3. Service Type ☐ Certified Mail® ☐ Priority Mail Express™ ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ Collect on Delivery	
		4. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No	
2. ZIP+4® <u>7014 2120 0001 7709 2678</u>			
PS Form 3811, July 2013 Domestic Return Receipt			



CERTIFIED COPY

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

FLOWERS - DAVIS, PLLC

• Sender: Please place business reply address and ZIP code in this box •
1021 ESE Loop 323, Suite 200
Tyler, TX 75701

FLOWERS DAVIS, PLLC
1021 ESE Loop 323, Suite 200
Tyler, TX 75701

JUL 10 2009

NDRE (ALW)

88.125

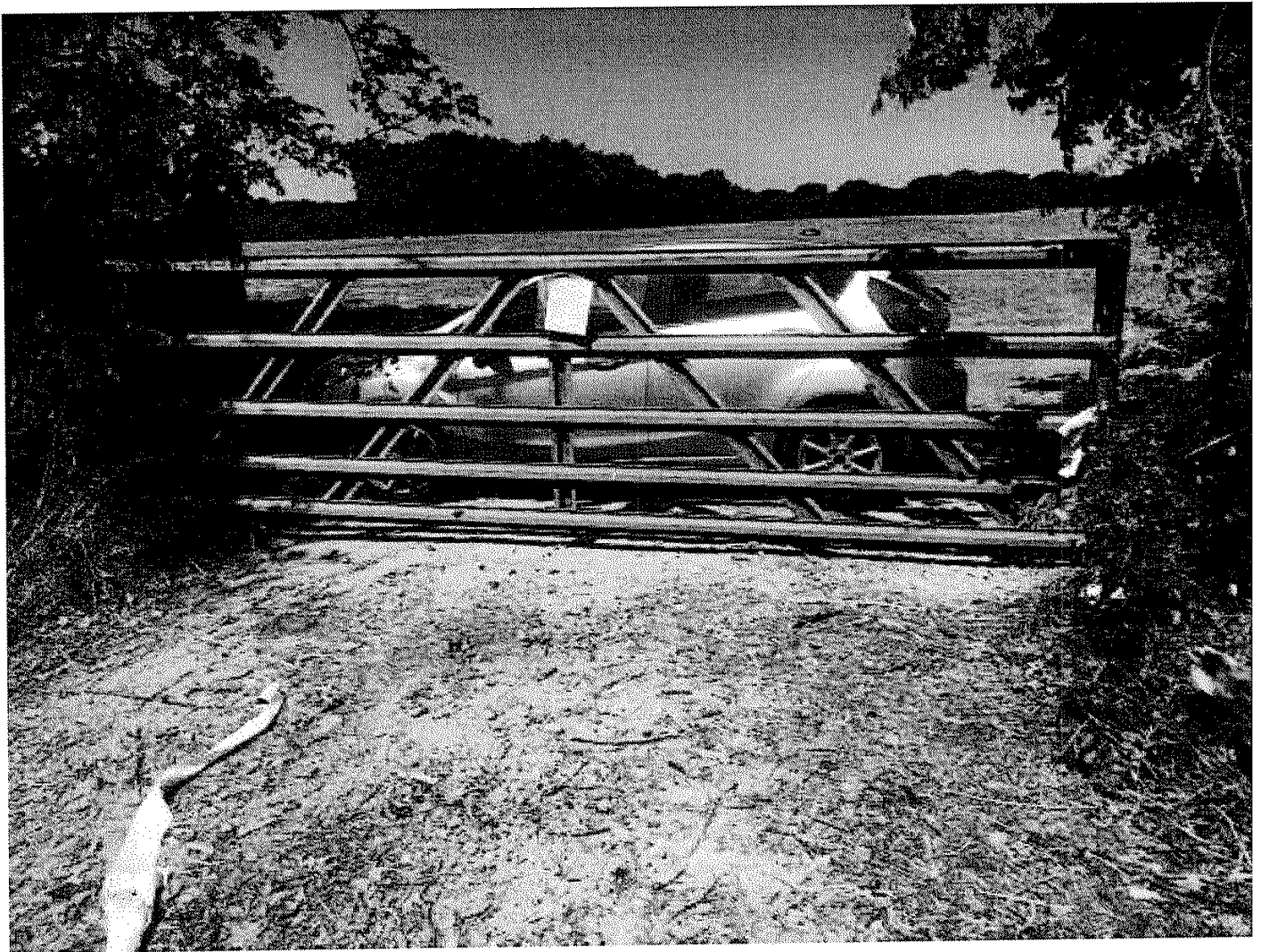


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Attachment 3



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Attachment 4



CERTIFIED COPY



**How doers
get more done.**

TEXT HOMEDEPOT TO APPLY 52270
6110 LEMMON AVE DALLAS, TX 75209

0589 00062 44891 07/20/22 06:56 PM
SALE CASHIER KAREN

020066433543 SPRAY PAINTS <A>
SPECIALTY FLUORESCENT PINK
208.48 16.96
071649309496 SS COMBI PDL <A>
2-1/4 IN. STAINLESS COMBI PADLOCK
2025.48 50.96
887480110326 LOGGRD43ZC <A>
LOGGING GRD43 3/8"X14"W/HOOKS ZNC 39.98

SUBTOTAL 107.90
SALES TAX 8.90
TOTAL \$116.80

XXXXXXXXXXXX1379 DEBIT USD\$ 116.80

AUTH CODE 000724
Chip Read Verified By PIN
AID A000Q000980840 US DEBIT

0589 07/20/22 06:56 PM



0589 62 44891 07/20/2022 2152

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 10/18/2022

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H88 9066u 90133
PASSWORD: 22370 9u071

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

*Tx Van Zandt
Givert*

7/20/2022

paint, padlocks + chain

** Birnbaum cut +
removed our chain +
Lock*



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Attachment 5



CERTIFIED COPY

Notice to Vacate



Notice to Vacate

FLOWERS DAVIS

CELIA C. FLOWERS*

BOARD CERTIFIED, OIL, GAS & MINERAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
BOARD CERTIFIED, RESIDENTIAL REAL ESTATE LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
BOARD CERTIFIED, PROPERTY OWNERS ASSOCIATION LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
BOARD CERTIFIED, CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

MELANIE S. REYES

BOARD CERTIFIED, OIL, GAS & MINERAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
LICENSED TO PRACTICE LAW IN TX AND NM

ALAN W. TOMMIE

J. SCOTT MILLER
CATHERINE CHERLEY GOODGION
* LICENSED TO PRACTICE BEFORE THE
UNITED STATES PATENT AND TRADEMARK OFFICE

WILLIAM R. KNIGHT, JR.

MAYA P. JEDLIKA
KATRYNA R. WATKINS

TUCKER B. ROYALL

ANDREW SCHWING
* LICENSED TO PRACTICE LAW IN TX AND LA

COREY R. KELLAM

A.D. (DEAN) CHAPMAN, OF COUNSEL

ELLIS G. VICKERS, OF COUNSEL*

* LICENSED TO PRACTICE LAW IN NEW MEXICO AND TEXAS
* NEW MEXICO BOARD OF LEGAL SPECIALIZATION RECOGNIZED
SPECIALIST IN NATURAL RESOURCES - OIL & GAS LAW

Attorneys at Law

1021 ESE LOOP 323, SUITE 200

TYLER, TEXAS 75701

MAIN TELEPHONE (903) 534-8063

FACSIMILE (903) 534-1650

IMMIGRATION (903) 592-8186

WWW.FLOWERSDAVIS.COM

LONGVIEW OFFICE:

1516 JUDSON ROAD

LONGVIEW, TEXAS 75601

TELEPHONE: (903) 757-8900

FACSIMILE: (903) 757-8902

ROBERT S. DAVIS

CHAD C. ROOK

LEE I. CORREA

ROBIN H. O'DONOGHUE

MITCHELL BEARD

STEVE M. MASON

JOHN "JACK" R. FULGHAM

THOMAS H. BUCHANAN, OF COUNSEL

PRESTON W. MCCOEE*

* BOARD CERTIFIED, PERSONAL INJURY TRIAL LAW

TEXAS BOARD OF LEGAL SPECIALIZATION

* BOARD CERTIFIED, CIVIL TRIAL LAW

TEXAS BOARD OF LEGAL SPECIALIZATION

VIRGINIA D. YOUNG

DANIEL C. ROSS

Notice to Vacate Property

Aug 4, 2022
June 30, 2022

CSD Van Zandt LLC

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

c/o Flowers Davis

1021 ESE LOOP 323, Suite 200
Tyler, TX 75701

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

7021 2720 0002 2601 0909

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

CSD Van Zandt LLC

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.~~
OCCUPY AS A SQUATTER

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

803 802-9669 BRNBM@AOL.COM

Sincerely,

Udo Birnbaum
UDO BIRNBAUM

Corey R. Kellam,
Attorney at Law



CERTIFIED COPY

NOTICE TO VACATE PREMISES

TO: ~~UDO BIRNBAUM~~ *CSD Van Zandt, LLC* **SQUATTING ON**
~~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, ~~I, CSD Van Zandt LLC, intends to pursue any and all legal remedies it may have against you in a court of appropriate jurisdiction.~~ *I*

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.~~

AUG. 4, 2022
Dated: ~~June 30, 2022~~

UDO BIRNBAUM
540 VZ County Road 2916
EUSTACE, TX 75124
903 802-9669

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

By: *[Signature]*
~~Corey R. Kellam~~
~~State Bar No. 24083297~~

~~ATTORNEY FOR CSD VAN ZANDT LLC~~



CERTIFIED COPY

Udo Birnbaum
540 VZ County Road 2916
EUSTACE, TX 75124

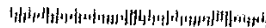


CSD Van Zandt LLC
Flowers Davis
1021 ESE Loop 323 St. 200
Tyler, TX 75701

RETURN RECEIPT
REQUESTED



75701-920750



CERTIFIED COPY

EXHIBIT C



THE STATE OF TEXAS,
COUNTY OF VAN ZANDT

KNOW ALL MEN BY THESE PRESENTS:

That we, T. C. TRAVIS and wife, CAROLYN ANN TRAVIS,
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 us in hand paid
by UDO H. BIRNBAUM, as follows:

\$10.00 cash in hand paid, and other good and valuable
consideration this day paid to us all in cash by the said
Udo H. 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, unto the said UDO H. BIRNBAUM, of the County of
Dallas and State of Texas, all that certain tract or parcel of
land described as follows, to-wit:

Tract No. 1:

All that certain lot, tract or parcel of land, lying and
being situated in the County of Van Zandt, State of Texas, part
of the PLEASANT YOUNG SURVEY, Abst. No. 978, and more fully
described as follows, to-wit:

Being a part of certain lands out of said Young Survey,
conveyed by Archie Shelton et al to Eunice Pearson and C. H.
Paschall, by deed of April 16, 1962, and of record in Vol. 536,
Page 113, Deed Records of Van Zandt County, Texas.

BEGINNING at the occupied Northeast corner of said
Pearson and Paschall tract, said beginning point being by record
1250 vrs South from the Northeast corner of said Young Survey
and being also in the occupied East line of said Young Survey
and being also in the center of a community paved road, a concrete
monument bears West 10.8 vrs;

THENCE West with fence 673 vrs to iron bar for corner
at fence corner;

THENCE South, with fence, crossing Chalybeate Spring
Branch, and continuing South with fence, to a total distance
of 625 vrs to iron bar for corner in same;

THENCE East crossing said branch and continuing East
to a total distance of 673 vrs to corner in center of said paved
road and in said occupied East line of Young Survey, a concrete
monument bears West 10.8 vrs;

THENCE North with center of said road and with said
occupied East line of Young Survey, 625 vrs to the place of
beginning, containing 74.507 acres of land, 1.195 acres of which
lie in said community paved road, the portion in said road being
625 vrs in length and 10.8 vrs in width.

Tract No. 2:

All that certain lot, tract or parcel of land, lying
and being situated in the County of Van Zandt, State of Texas,
a part of the PLEASANT YOUNG SURVEY, Abst. 978, more fully describe
as follows, to-wit:

Being part of certain lands out of the said Young
Survey, conveyed by Archie Shelton et al to Eunice Pearson
and C. H. Paschall by deed of April 16, 1962, and of record
in Vol. 536, Page 113, Deed Records of Van Zandt County,
Texas;

BATEMAN & GEORGE
ATTORNEYS AT LAW
514 S. PALESTINE STREET
ATHEENS, TEXAS 75751



CERTIFIED COPY

BEGINNING at a point in the occupied East line of said Pearson and Paschall tract, 625 vrs South from the Northeast corner of same, said beginning point being in the occupied East line of said Young Survey and by record 1875 vrs South from the Northeast corner of said Young Survey, and said beginning point being also in the center of a community paved road, a concrete monument bears West 10.8 vrs;

THENCE West, crossing Chalybeate Spring Creek, and continuing West to a total distance of 673 vrs to iron bar for corner in fence along occupied West line of said Pearson and Paschall tract;

THENCE South with said fence crossing a Chalybeate Spring Creek, and continuing South with the said fence to a total distance of 625 vrs to iron bar for corner at fence corner;

THENCE East with fence, 673 vrs to corner in said occupied East line of Young Survey and in the center of said paved road, said corner being just South of Womble Bridge, a concrete monument bears West 21.96 vrs;

THENCE North with center of said road and with occupied East line of Young Survey, crossing said Womble Bridge and continuing North with center of said road and with said occupied East line of Young Survey to a total distance of 625 vrs to the place of beginning, containing 74.507 acres of land, 1.195 acres of which lie in said community paved road the portion in said road being 625 vrs in length and 10.8 vrs in width.

Being the same land described in deed from Joe H. Golman et al to Albert E. Rice and Eddie F. Stroman dated November 8, 1971, recorded in Vol. 770, Page 663, Deed Records, Van Zandt County, Texas.

This conveyance is expressly made subject to any and all valid easements and Oil, Gas and Mineral leases which are filed of record in the office of the County Clerk of Van Zandt County, Texas.

It is further understood and agreed that this sale includes all of Grantor's interest in the oil, gas and other minerals on and under the above described real property, which Grantor believes to be an undivided 1/4th interest.

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 H. BIRNBAUM, his heirs and assigns forever, and we 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 H. BIRNBAUM, his heirs and assigns, against every



person whomsoever lawfully claiming or to claim the same,
or any part thereof.

EXECUTED this the 17th day of September, 1981.

T. C. Travis
T. C. Travis

Carolyn Ann Travis
Carolyn Ann Travis

THE STATE OF TEXAS
COUNTY OF HENDERSON

BEFORE ME, the undersigned, a Notary Public in
and for said County and State, on this day personally appeared
T. C. TRAVIS and wife, CAROLYN ANN TRAVIS, known to me to
be the persons whose names are subscribed to the foregoing
instrument, and acknowledged to me that they executed the
same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th
day of September, 1981.



Shirley Ward Shirley Ward
Notary Public in and for
Henderson County, Texas.

My commission expires:

6-11-85

FILED FOR RECORD THIS 21 DAY OF September A.D. 1981 AT 1:21 O'CLOCK P M
STEVE GANDY, CLERK COUNTY COURT, VAN ZANDT COUNTY, TEXAS. BY D. G. Gill DEPUTY

BATEMAN & GEORGE
ATTORNEYS AT LAW
214 S. PALESTINE STREET
ATHEENS, TEXAS 75751



CERTIFIED COPY

EXHIBIT D



WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF VAN ZANDT

That I, UDO BIRNBAUM, 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 GWENDOLYN WRIGHT THIBODEAUX, as follows:

\$10.00 cash in hand paid, and other good and valuable consideration this day paid to me paid to me all in cash by the said Gwendolyn Wright Thibodeaux, 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 GWENDOLYN WRIGHT THIBODEAUX, 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.

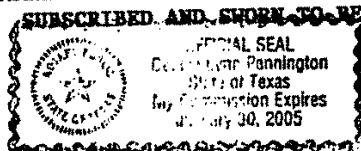
TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GWENDOLYN WRIGHT THIBODEAUX, her heirs and assigns forever, and I do hereby bind ourselves, and our heirs, executors and administrators, to Warranty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

EXECUTED this the 12th day of April, 2002.

Udo Birnbaum
Udo Birnbaum

THE STATE OF TEXAS
COUNTY OF VAN ZANDT

This instrument was acknowledged before me on this 12th day of April, 2002, by UDO BIRNBAUM.



Debra Pennington
Notary Public, State of Texas



CERTIFIED COPY

Doc Bk Vol Pg
00026857 OR 1710 591

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Apr 12, 2002 at 01:30P

Document Number: 00026857

Amount 11.00

By
Diana Smith
Elizabeth Everitt, County Clerk
Van Zandt County

STATE OF TEXAS COUNTY OF VAN ZANDT
I hereby certify that this instrument was filed on
the date and time stamped herein by me and was duly
recorded in the volume and page of the aared records of:
Van Zandt County
as stamped herein by me.

Apr 12, 2002

Elizabeth Everitt, County Clerk
Van Zandt County



CERTIFIED COPY

EXHIBIT E



CERTIFIED COPY

Document No. 2009-010264

CORRECTED HEIRSHIP AFFIDAVIT

Parties: HOLT PHYLLIS D

to

THIBODEAUX GWENDOLYN WRIGHT DECEASED

FILED AND RECORDED
REAL RECORDS

On: 12/10/2009 at 10:01 AM

Document Number: 2009-010264

Receipt No.: 200922010

Amount: \$ 28.00

By: aprobst
Charlotte Bledsoe, County Clerk
Van Zandt County, Texas

5 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.

Charlotte Bledsoe, County Clerk

Record and Return To:

MR. LOUIS THIBODEAUX
P.O. BOX 577

BEN WHEELER, TX 75754



**CORRECTED AFFIDAVIT OF FACTS CONCERNING THE IDENTITY OF HEIRS
OF GWENDOLYN WRIGHT THIBODEAUX**
(Correcting Heirship Affidavit Executed August 16, 2008)

Before me, the undersigned authority, on this day personally appeared Phyllis D. Holt and Paul Keys, ("Affiant") who, being first duly sworn, upon oath states:

1. My name is Phyllis D. Holt, and I live at 904 Shady Trail, Athens, Texas 75751. I am personally familiar with the family and marital history of Gwendolyn Wright Thibodeaux ("Decedent"), and I have personal knowledge of the facts stated in this affidavit. I knew Decedent from the time I was born until December 8, 2006. Decedent died on December 8, 2006. Decedent's place of death was Athens, Van Zandt County, Texas. At the time of Decedent's death, Decedent's residence was 14257 FM 858, Athens, Van Zandt County, Texas.

2. My name is Paul Keys, and I live at P.O. Box 115, Ben Wheeler, Texas 75754. I am personally familiar with the family and marital history of Gwendolyn Wright Thibodeaux ("Decedent"), and I have personal knowledge of the facts stated in this affidavit. I knew Decedent from 1980 until December 8, 2006. Decedent died on December 8, 2006. Decedent's place of death was Athens, Van Zandt County, Texas. At the time of Decedent's death, Decedent's residence was 14257 FM 858, Athens, Van Zandt County, Texas.

3. Decedent's marital history was as follows: at the time of her death, Decedent was married to Louis Thibodeaux. Other than this marriage, Decedent had never been married.

4. Decedent did not have or adopt any children and did not take any children into Decedent's home or raise any children.

5. Decedent's mother was: Pearly Busch Wright, who pre-deceased the Decedent.

6. Decedent's father was: George Wright, who pre-deceased the Decedent.

7. Decedent had the following siblings:

Name: Georgette Wright Moore, who pre-deceased the Decedent.

Names of Parents: Pearly Busch Wright and George Wright

Names of Descendants: Patricia Barclay of Missouri City, Texas, and James T. Moore III, of Lufkin, Texas.

8. Decedent died without leaving a written will.

9. There has been no administration of Decedent's estate.

10. Decedent left no debts that are unpaid.

1



CERTIFIED COPY

11. There are no unpaid estate or inheritance taxes.
12. To the best of my knowledge, Decedent owned an interest in the following real property:
- a. Acres: 13.000 ABST: 154 SUR: R CRAWFORD (Van Zandt Co.)
 - b. Acres: 43.000 ABST: 532 SUR: F C MARTIN (Van Zandt Co.)
 - c. Acres: 3.000 ABST: 532 SUR: F C MARTIN (Van Zandt Co.)
 - d. Acres: 14.000 ABST: 854 SUR: WM TURNEY (Van Zandt Co.)
 - e. Acres: 4.500 ABST: 978 SUR: D YOUNG UNDIV INT (Van Zandt Co.)
 - f. Acres: 18.000 ABST: 978 SUR: YOUNG UNDIV INT (Van Zandt Co.)
 - g. Acres: 149.000 ABST: 978 SUR: P YOUNG HCAD 0978-0260-0000-03 (Van Zandt Co.)
 - h. .0833 Undivided Interest In TR 8,(20.600 \AC) ABST 65 W SCOTT, 1710 S HIGHWAY 146, BAYTOWN TX 77520 (Harris Co.)

14. The following were the heirs of the Decedent:

- a. Name: Louis Thibodeaux
Relationship: Spouse
Address: P.O. Box 577, Ben Wheeler, Texas 75754
- b. Name: Patricia Barclay
Relationship: Niece
Address: 4707 Norwich Way, Missouri City, TX 77459-2814
- c. Name: James T. Moore III
Relationship: Nephew
Address: 105 Mistywood Circle, Lufkin, TX 75904-3146

Signed this 17th day of December, 2009.

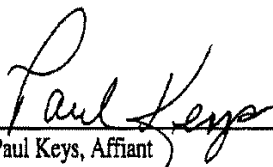
Phyllis Holt
Phyllis D. Holt, Affiant

2



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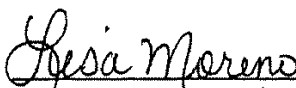
Signed this 7 day of Dec., 2009.


Paul Keys, Affiant

STATE OF TEXAS §
 §
COUNTY OF VAN ZANDT §

Sworn to and subscribed to before me on December 7, 2009, by Phyllis D. Holt.

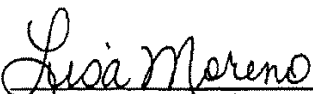



NOTARY PUBLIC, State of Texas
My commission expires: 8/23/13

STATE OF TEXAS §
 §
COUNTY OF VAN ZANDT §

Sworn to and subscribed to before me on December 6, 2009, by Paul Keys.




NOTARY PUBLIC, State of Texas
My commission expires: 8/23/13

3



PREPARED IN THE OFFICE OF:

ANDERSON & ELLIOTT, P.C.
128 E. Dallas Street
Canton, TX 75103
Tel: (903) 567-4141
Fax: (903) 567-6228

AFTER RECORDING RETURN TO:

Mr. Louis Thibodeaux
P. O. Box 577
Ben Wheeler, Texas 75754

4



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EXHIBIT F



Document No. 2021-004939

JUDGMENT DECLARING HEIRSHIP

Parties: THIBODEAUX GWENDOLYN WRIGHT ESTATE
to
PUBLIC

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

On: 05/03/2021 at 04:09 PM

Document Number: 2021-004939
Receipt No.: 2021131039
Amount: \$ 30.00

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

3 Pages

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



STATE OF TEXAS
COUNTY OF VAN ZANDT

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:

CURTIS & ALEXANDER
PO BOX 1274

GREENVILLE, TX 75403



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15622

Van Zandt County - County Clerk

4/13/2021 3:19 PM

Susan Strickland
County Clerk
Van-Zandt County, Texas

Tabetha McMullen

CAUSE NO. 15622

IN THE ESTATE OF	§	IN THE COUNTY COURT
	§	
GWENDOLYN WRIGHT THIBODEAUX,	§	OF
	§	
DECEASED	§	VAN ZANDT COUNTY, TEXAS

JUDGMENT DECLARING HEIRSHIP

On this day came on to be heard the sworn Application to Determine Heirship of the Estate of Gwendolyn Wright Thibodeaux, Deceased, wherein Lisa Girot is the Applicant and has an interest in Decedent's Estate, and the Court so finds that all parties interested in the Estate of Decedent have been duly and legally served with citation as required by law; that the Court appointed an Attorney Ad Litem to appear and answer and to represent the Unknown Heirs and such Attorney Ad Litem did so appear and filed an answer for the Unknown Heirs; that this Court has jurisdiction of the subject matter and all persons and parties; that the evidence presented and admitted fully and satisfactorily proves each and every issue presented to the Court; that Decedent died intestate and that the heirship of Decedent has been fully and satisfactorily proved and the interest and shares of each of the heirs therein; and that no administration is necessary.

The Court finds and it is **ORDERED** and **DECREED** by this Court that the names and places of residence of the heirs of Decedent and their respective shares and interests in the real property of Decedent are as follows:

Louis Thibodeaux, an adult, now deceased
Relationship: Husband of Decedent
Share of Real Property: 50 %

Patricia Moore Barclay, an adult.
Address: 4707 Norwich Way, Missouri City, Texas 77459-2814
Relationship: Niece of Decedent
Share of Real Property: 25 %

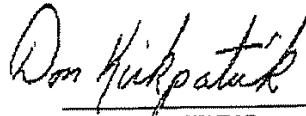


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James T. Moore, III, an adult.
Address: 105 Mistywood Circle, Lufkin, Texas 75904-3146
Relationship: Nephew of Decedent
Share of Real Property: 25 %

IT IS ORDERED and DECREED that Emily Jones Dunn, the Attorney Ad Litem is awarded \$450.00 in attorney's fees and costs and upon payment is discharged.

SIGNED on the 13 day of April, 2021.


JUDGE PRESIDING

APPROVED AS TO FORM:

/s/Emily Jones Dunn

Emily Jones Dunn
Dunn & Dunn, PC
171 S. Buffalo Street
Canton, Texas 75103
Telephone: (903)567-1111
Fax: (903)567-5101
Email: CPS@dunnlegal.com
Attorney Ad Litem
State Bar No.: 24046170

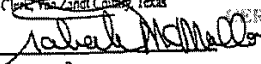
/s/George Ivan Alexander

GEORGE IVAN ALEXANDER
CURTIS & ALEXANDER, P.C.
2708 Washington Street
P.O. Box 1274
Greenville, Texas 75403-1274
State Bar No. 00992600
Telephone (903) 455-8113
Fax (903) 454-3371
Email george@curtisalexander.net
Attorney for Applicant

STATE OF TEXAS
COUNTY OF VAN ZANDT

I do hereby certify that this is a true and correct copy as same appears of record in my custody. SSN may have been redacted in compliance with Govt. Code 552.109. Witness my hand and seal of office on April 17, 2021
Susan Strickland, County Clerk, Van Zandt County, Texas



By: 

Deputy

CERTIFIED COPY

EXHIBIT G



STATE OF LOUISIANA
PARISH OF CALCASIEU

CITY OF SULPHUR
May 19, 2018

LAST WILL AND TESTAMENT

I, LOUIS THIBODEAUX, being of sound and disposing mind, realizing the uncertainties of life, hereby ¹⁰² make this my last will and testament, expressly revoking all others.

1.

I hereby donate my body to science. I hereby direct that all expenses of my last illness be first paid as soon after my death as possible.

2.

I have been married once to Gwendolyn Wright Thibodeaux; of this union no children were born. Gwendolyn Wright predeceased me. I never adopted any children and I have never been adopted.

3.

I leave specifically to my friend, LISA LEGER GIROT, all my right, title and interest to all of my real ¹⁰² property, of whatever kind and nature, be it separate or community, consumable or non-consumable, movable or immovable, without restriction. I leave any firearms I die possessed of to LISA LEGER GIROT. Additionally I leave all my interest in and to all active and inactive oil, gas and/or mineral leases to LISA LEGER GIROT.

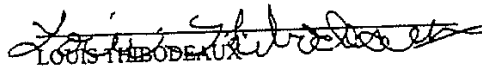
4.

I leave specifically to my friend LISA LEGER GIROT, all my right and title to my personal automobile, 2003 Toyota Camry. Additionally, I leave to LISA LEGER GIROT all my personal movable property, including all tools, furniture and such.

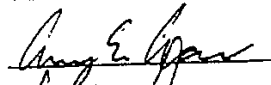
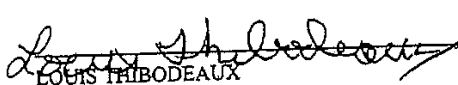
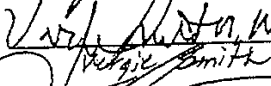
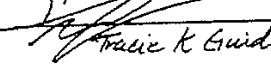
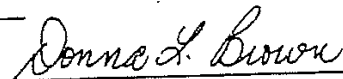
5.

Once all debts have been paid I bequeath any sums remaining in my account be released to LISA LEGER GIROT.

I have signed each page and executed this, my last will and testament in the presence of the three undersigned competent witnesses and Donna L. Brown, Notary Public, hereinafter signed, at Sulphur, Louisiana on this 19th day of March, 2018.


LOUIS THIBODEAUX

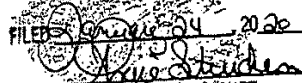
The testator has signed this his last will and testament consisting of one (1) page, at the end and on each page and declared or signified in our presence that it is his last will and testament, and in the presence of the testator and of each other, we have hereunto subscribed our names, this 19th day of March, 2018.
WITNESSES:

NOTARY PUBLIC

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

PAGE 1 OF 1

FILED  2020
DEPUTY CLERK OF COURT
JENNINGS-JEFF DAVIS PARISH
A TRUE COPY-ATTEST



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Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Amy Womack on behalf of Katryna Watkins

Bar No. 24106554

aw@flowersdavis.com

Envelope ID: 67621588

Status as of 8/24/2022 3:05 PM CST

Associated Case Party: CSD VAN ZANDT LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Amanda Dupuis		ajd@flowersdavis.com	8/24/2022 2:24:58 PM	SENT
Celia C. Flowers		ccf@flowersdavis.com	8/24/2022 2:24:58 PM	SENT
Jennifer Wallace		legalassistant@flowersdavis.com	8/24/2022 2:24:58 PM	SENT
Katryna Watkins		krw@flowersdavis.com	8/24/2022 2:24:58 PM	SENT
Tucker B. Royall		tbr@flowersdavis.com	8/24/2022 2:24:58 PM	SENT
Amy Womack		aw@flowersdavis.com	8/24/2022 2:24:58 PM	SENT



I certify this to be a true and exact copy of the original on file in the District Clerk's Office, Van Zandt County, Texas

By 
Deputy



CERTIFIED COPY

Tara Waymire

CAUSE NO. 22-00105

CSD VAN ZANDT LLC	§	IN THE DISTRICT COURT
<i>Plaintiff</i>	§	
	§	
vs.	§	294TH JUDICIAL DISTRICT
	§	
UDO BIRNBAUM	§	
<i>Defendant</i>	§	VAN ZANDT COUNTY, TEXAS

**PLAINTIFF'S FIRST AMENDED ORIGINAL PETITION AND
APPLICATION FOR TEMPORARY INJUNCTION**

COMES NOW, CSD VAN ZANDT LLC, (hereinafter "Plaintiff"), and files this *First Amended Original Petition and Application for Temporary Injunction* against Defendant, UDO BIRNBAUM, and alleges as follows:

**I.
EXHIBIT LIST**

- Exhibit A: Affidavit of Lisa Girot, attached hereto and incorporated herein for all purposes.
- Exhibit B: Affidavit of Robert Dow, attached hereto and incorporated herein for all purposes.
- Attachment 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.
- Attachment 2: Notice to Vacate Letter sent to Defendant on June 30, 2022 and USPS Green Card.
- Attachment 3: Images of Defendant's Vehicle Blocking Plaintiff's Access Gate.
- Attachment 4: Receipt for Plaintiff's New Gate Lock and Chain.
- Attachment 5: Notice to Vacate Letter sent to Plaintiff from Defendant on August 4, 2022.
- Exhibit C: Warranty Deed Conveying Subject Property from T. C. Travis and Carolyn Ann Travis to Defendant.
- Exhibit D: Warranty Deed Conveying Subject Property from Defendant to Gwendolyn Wright Thibodeaux.

Plaintiff's First Amended Original Petition and Application for Temporary Injunction
CN: 22-00105; CSD Van Zandt LLC v. Udo Birnbaum
Van Zandt County, Texas

1



I certify this to be a true and exact copy of the original on file in the District Clerk's Office, Van Zandt County, Texas
By 
Deputy

- Exhibit E: Corrected Heirship Affidavit Concerning Gwendolyn Wright Thibodeaux.
- Exhibit F: Judgment Declaring Heirship of Gwendolyn Wright Thibodeaux.
- Exhibit G: Last Will and Testament of Louis Thibodeaux.
- Exhibit H: Order to Probate and Execute Notarial Testament of Louis Thibodeaux.

II.
DISCOVERY-CONTROL PLAN

1. Plaintiff intends to conduct discovery under Level 3 of Texas Rule of Civil Procedure 190.4 and affirmatively pleads that this suit is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169 because Plaintiff seeks injunctive relief.

III.
CLAIM FOR RELIEF

2. Plaintiff seeks monetary relief of \$250,000 or less and non-monetary relief. Tex. R. Civ. P. 47(c)(2).

IV.
PARTIES

3. Plaintiff, CSD Van Zandt LLC, is a Texas Limited Liability Company whose registered agent is Robert O. Dow. Plaintiff's principal place of business is 6115 Owens St Suite 201 Dallas, TX 75235.

4. Defendant, Udo Birnbaum, is an individual who may be served at 540 Van Zandt County Road 2916, Eustace, Texas 75124, or wherever he may be found.

V.
JURISDICTION AND VENUE

5. Venue is proper in Van Zandt County, Texas, pursuant to Texas Civil Practice & Remedies Code § 15.011, as this action involves real property located in Van Zandt County, Texas, and because all or a substantial portion of the events giving rise to this suit occurred in Van Zandt



County, Texas. Jurisdiction is proper in this Court because Plaintiff seeks damages that are within the jurisdictional limits of this Court.

VI. FACTS

6. On September 17, 1981, T.C. and Carolyn Ann Travis granted Defendant approximately 150 acres in Van Zandt County, Texas, via Warranty Deed filed at Instrument No. 7512 of the Official Public Records of Van Zandt County, Texas. Years later, on April 12, 2002, Defendant sold the 150 acres (“the Property”) to Gwendolyn Wright Thibodeaux via Warranty Deed filed at Instrument No. 00026857 of the Official Public Records of Van Zandt County, Texas. Then, on December 8, 2006, Gwendolyn Wright Thibodeaux passed away.

7. Subsequently, in Cause No. 15622 in the County Court of Van Zandt County, Texas, Judge Don Kirkpatrick determined Ms. Thibodeaux’s heirs and their respective shares and interests in the Property as follows: Louis Thibodeaux: 50%; Patricia Moore Barclay: 25%; and James T. Moore, III: 25%. As a result, Louis Thibodeaux, Patricia Moore Barclay and James T. Moore, III owned the Property in the percentages set out above.

8. On October 29, 2019, Louis Thibodeaux passed away in Louisiana, leaving a will that conveyed all his right, title, and interest in his real property to Lisa Leger Girot. Louis Thibodeaux’s will was then probated in Louisiana on January 24, 2020, leaving Lisa Leger Girot a 50% interest in the Property. After Louis Thibodeaux’s passing, Lisa Leger Girot maintained payment of taxes on the property, until she sold her interest in same to Plaintiff. Plaintiff purchased the Property from Lisa Leger Girot, Patricia Moore Barclay, and James T. Moore, III via Warranty Deed with Vendor’s Lien filed at Instrument No. 2022-007473 of the Official Public Records of Van Zandt County, Texas on June 24, 2022.



9. Before purchasing the Property, Plaintiff was aware that Defendant was squatting on a portion of the Property - specifically 540 Van Zandt County Road 2916, Eustace, Texas 75124. As such, Plaintiff sent Defendant a letter on June 30, 2022 in an effort to terminate Defendant's alleged tenancy at will and request that Defendant vacate the Property as required under Texas Property Code Sections 24.005 and 91.001. Defendant received the letter on July 14, 2022.

10. To date, Defendant has made no effort to vacate the Property. Moreover, Defendant has caused significant issues for Plaintiff in the operation of its business and has obstructed Plaintiff's access to the Property. Shortly after closing on the Property, Plaintiff began improvements on 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.

11. In this connection, to aid with said improvements, Plaintiff rented a skid steer, which was parked on the Property. On July 26, 2022, Defendant parked his vehicle in front of Plaintiff's access gate to the Property, which prevented Plaintiff from removing the skid steer to return it to the rental company on time. In addition, Defendant cut the chain and lock Plaintiff placed on its access gate, which ultimately forced Plaintiff to replace same.

VII.
COUNT ONE – DECLARATORY JUDGMENT

12. The purpose of a declaratory judgment action is to establish existing rights, status or other legal relationships. *City of El Paso v. Heinrich*, 284 S.W.3d 366, 370 (Tex. 2009). Chapter 37 of the Tex. Civ. Prac. & Rem. Code § 37.002 (a-b), provides the purpose of [the DJA] "is to settle and to afford relief from uncertainty and insecurity with respect to rights, status, and other legal relations." *Id.*

Plaintiff's First Amended Original Petition and Application for Temporary Injunction
CN: 22-00105; CSD Van Zandt LLC v. Udo Birnbaum
Van Zandt County, Texas



CERTIFIED COPY

13. Plaintiff adopts and incorporates the foregoing paragraphs herein for all purposes and asks the Court to declare the above-referenced deeds as conveying superior title and possession of the Property to Plaintiff. In accordance with Texas Civil Practice & Remedies Code Chapter 37.009, Plaintiff is entitled to recover reasonable and necessary attorney fees.

VIII.
COUNT TWO – TRESPASS TO TRY TITLE

14. Plaintiff adopts and incorporates the foregoing paragraphs herein for all purposes. Plaintiff does not believe that a title issue exists. However, out of an abundance of caution, Plaintiff pleads Trespass to Try Title in the alternative. “A trespass to try title action is the method of determining title to lands, tenements, or other real property.” Tex. Prop. Code §22.001(a). To prevail, a plaintiff must typically prove 1) a regular chain of conveyance from the sovereign; 2) superior title out of a common source; 3) title by limitations; or 4) title by prior possession coupled with proof that possession was not abandoned. *Lance v. Robinson*, 543 S.W.3d 723, 735 (Tex. 2018) (quoting *Martin v. Amerman*, 133 S.W.3d 262, 265 (Tex. 2004)).

15. Plaintiff obtained title to the Property via a regular chain of conveyance from the sovereign, as explained hereinabove. To reiterate, Mr. and Mrs. Travis conveyed the Property to Defendant, who conveyed same to Gwendolyn Wright Thibodeaux. Upon her death, the Property passed to Louis Thibodeaux, Patricia Moore Barclay, and James T. Moore, III. Subsequently, Lisa Leger Girot inherited Louis Thibodeaux’s interest in the Property upon his death. Plaintiff then purchased the Property from Lisa Leger Girot, Patricia Moore Barclay, and James T. Moore, III. As such, Plaintiff is entitled to immediate possession of the Property and a declaration of title in Plaintiff’s favor and against Defendant.



IX.
COUNT THREE – SUIT TO QUIET TITLE

16. Plaintiff urges a suit to quiet title (also known as a suit to remove a cloud from title) against Defendant herein. A suit to quiet title affords a plaintiff an equitable remedy. *Hahn v. Love*, 394 S.W.3d 14 (Tex. App.—Houston [1st Dist.] 2012, pet. denied) (reh’g overruled Aug. 21, 2012). Further, it relies on the invalidity of the defendant’s claim to the subject property. *Id.* at 33. A cloud on title exists when an outstanding claim or encumbrance is shown which on its face, if valid, would affect or impair the title of the owner of the property. *Id.* The effect of a suit to quiet title is to “declare invalid or ineffective the defendant’s claim to title.” *Id.*

17. Moreover, in a suit to quiet title, the plaintiff has the burden of supplying the proof necessary to establish his superior equity and right to relief. *Id.* The plaintiff must prove, as a matter of law, that he has a right of ownership and that the adverse claim or encumbrance is a cloud on the title that equity will remove. *Johnson v. Williams*, No. 01-05-00445-CV, 2006 WL 1653656 (Tex. App.—Houston [1st Dist.] June 15, 2006, pet. denied) (mem. op). The elements of a suit to quiet title that the plaintiff must establish are (1) an interest in a specific property, (2) title to the property that is affected by a claim by the defendant, and (3) the claim, although facially valid, is invalid or unenforceable. *Id.*

i. Plaintiff has an Interest in the Van Zandt County, Texas Property

18. As aforementioned, Plaintiff is the owner of the property that is at subject in this suit. On or around June 24, 2022, Lisa Leger Girot, Patricia Moore Barclay, and James T. Moore, III conveyed their interests in said property to Plaintiff, and Plaintiff became the fee simple owner of the Subject Property.

ii. Defendant has Placed an Encumbrance and Cloud on Plaintiff’s Title



19. Defendant has placed an encumbrance on Plaintiff's title in the form of an invalid Warranty Deed filed on July 20, 2022.

iii. Defendant's Claim is Invalid and Unenforceable

20. Defendant's claim against the Subject Property is invalid and unenforceable as Lisa Leger Girot, Patricia Moore Barclay, and James T. Moore, III conveyed their interests in the Subject Property to Plaintiff under Warranty Deed with Vendor's Lien filed at Instrument No. 2022-007473 of the Official Public Records of Van Zandt County, Texas on June 24, 2022.

X.

APPLICATION FOR TEMPORARY INJUNCTION

21. In a request for injunctive relief, "the only question before the court is the right of the applicant to a preservation of the status quo of the subject matter of the suit pending a final trial of the case on its merits." *Middagh v. Tiller-Smith Company, Inc.*, 518 S.W.2d 589 (Tex. App.—El Paso [8th Dist.] 1975, no writ.) (quoting *Transport Co. of Texas v. Robertson Transports, Inc.*, 261 S.W.2d 549, 552 (Tex. 1953)). In order to receive a temporary injunction, a plaintiff must show: (1) a cause of action against the defendant; (2) a probable right to the relief sought; and (3) a probable, imminent and irreparable injury absent injunctive relief, with no adequate remedy at law. See *Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002); *Henderson v. KRTS, Inc.*, 822 S.W.2d 769, 773 (Tex. App.—Houston [1st Dist.] 1992, no writ).

22. Plaintiff adopts and incorporates the foregoing paragraphs herein for all purposes. Plaintiff seeks a temporary injunction to preserve the status quo of the Property. Specifically, Plaintiff requests the Court to enjoin Defendant from denying Plaintiff access to the Property. Plaintiff has a cause of action against Defendant as set out in full, hereinabove. Plaintiff also has a probable right to the relief sought as Plaintiff unequivocally owns the Property outright. Defendant has refused to vacate Plaintiff's property and, on numerous occasions, has obstructed Plaintiff's



access, which has caused Plaintiff to cease all future development on the Property. Defendant's actions will continue to disrupt the status quo, and Plaintiff will be left with no adequate remedy at law absent action from this Court.

23. Stated otherwise, the damage done and threatened by Defendant's actions will likely continue but for the intervention of this Court. Such damage is continuing and, to a large degree, intangible because the loss of Plaintiff's ingress and egress cannot be fully calculated nor compensated. In the period leading up to the filing of this suit, Defendant's actions have been erratic and unpredictable. In addition to parking his vehicle in front of Plaintiff's access gate and cutting Plaintiff's chain and lock, Defendant signed the USPS certified letter green card for the Notice to Vacate letter from Plaintiff as "Bin Laden" and subsequently mailed Plaintiff back the same exact Notice to Vacate letter Plaintiff mailed to him. Unless Defendant is restrained from blocking access to Plaintiff's property, Plaintiff will suffer probable, imminent injury. In fact, the equitable factors weigh in favor of Plaintiff. If relief is denied, and Plaintiff is denied access to the Property, Plaintiff's injury is much greater than any injury to Defendant if relief is granted.

24. Plaintiff would further show the Court that it is entitled to injunctive relief herein, pursuant to Texas Civil Practice and Remedies Code, Section 65.011(5), wherein it states in relevant parts: "A writ of injunction may be granted if . . . (5) irreparable injury to real or personal property is threatened, irrespective of any remedy at law." Accordingly, Plaintiff repleads the allegations set out above and would show the Court that Defendant's threatened conduct would cause irreparable injury to Plaintiff's right of ingress and egress to use and enjoy its property, and Plaintiff is therefore entitled to injunctive relief.

25. Plaintiff asks the Court to set its application for temporary injunction for a hearing and, after the hearing, issue a temporary injunction against Defendant.



26. Plaintiff has joined all indispensable parties under the applicable Texas Rule of Civil Procedure.

XI.
JURY DEMAND

27. Plaintiff demands a jury trial and tenders the appropriate fee with this *Petition*.

XII.
CONDITIONS PRECEDENT

28. All conditions precedent to Plaintiff's claims for relief have been performed or have occurred.

PRAYER

For the reasons set forth above, Plaintiff asks that Defendant be cited to appear and answer and, on final trial, that Plaintiff be awarded a judgment against Defendant for the following:

- a. Judgment that declares Plaintiff has superior title in and is the sole owner of the Subject Property and that the encumbrance and cloud on Plaintiff's title is removed by the Court;
- b. Temporary injunction;
- c. Permanent injunction;
- d. Actual damages;
- e. Special damages;
- f. Attorney's fees;
- g. Prejudgment and post-judgment interest;
- h. Court costs;
- i. All other relief to which Plaintiff is justly entitled.

Respectfully submitted,

FLOWERS DAVIS, P.L.L.C.
1021 ESE Loop 323, Suite 200
Tyler, Texas 75701
(903) 534-8063 Phone
(903) 534-1650 Facsimile

/s/ Katryna R. Watkins
KATRYNA R. WATKINS
State Bar No. 24106554

Plaintiff's First Amended Original Petition and Application for Temporary Injunction
CN: 22-00105; CSD Van Zandt LLC v. Udo Birnbaum
Van Zandt County, Texas



CERTIFIED COPY

krw@flowersdavis.com

ATTORNEY FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify a true and correct copy of this document was served on all parties of record via electronic service manager on this the 20th day of October 2022.

/s/ Katryna R. Watkins
KATRYNA R. WATKINS

Plaintiff's First Amended Original Petition and Application for Temporary Injunction
CN: 22-00105; CSD Van Zandt LLC v. Udo Birnbaum
Van Zandt County, Texas



CERTIFIED COPY

EXHIBIT A



AFFIDAVIT

STATE OF LOUISIANA

PARISH OF CALCASIEU

BEFORE ME, the undersigned authority, personally came and appeared LISA LEGER GIROT, who after being duly sworn, did depose and say:

That She is very familiar with the property described as follows, to-wit:

149.000, ABST 978, SUR: P YOUNG (R000032761)
18.000, ABS: 978, SUR: YOUNG (R000019734
Records of VAN ZANDT COUNTY, TEXAS.

That the affiant was acquainted with Louis (nmn) Thibodeaux. Mr. Thibodeaux was a resident of Van Zandt County up until approximately December 2012. He then moved to Sulphur, Louisiana, where he resided up until he became a resident of the Southwest Louisiana Veteran's Home, located in Jennings, Louisiana, until his demise, October 29, 2019. Mr. Thibodeaux and his then wife (now deceased) acquired title to the herein described property by virtue of a Deed bearing #700978058000, volume 1710, page 590, from Udo H Birnbaum. To my knowledge, title remained unchanged with the exception of his wife's death and subsequently his death. In March of 2017, Mr. Thibodeaux attempted to give the above-described property to Mr. Birnbaum, but Mr. Birnbaum refused to accept same property for personal reasons. Mr. Louis Thibodeaux left a Last Will & Testament leaving all his possessions to myself. Mr. Thibodeaux married once, to Gwen Wright, the union produced no children. Since I acquired title to the herein described property, Mr. Birnbaum has never challenged my ownership of the property or sought to execute a written lease agreement with me.

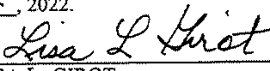
Mr. Thibodeaux was referred to me as a client by Chris Duncan, the Mayor of Sulphur, to assist him in his affairs early 2017. Mr. Thibodeaux was a Veteran of the Korean war. I serve on the Mayor's Armed Forces Committee and do volunteer work for Veterans. This is how I came to know Mr. Thibodeaux. Through the years I assisted him in numerous matters. In March 2018, Mr. Thibodeaux granted me Power of Attorney as he was becoming increasingly ill and unable to manage his affairs. Some of the tasks I performed were paying his bills, helping with Oil/Gas leases, having repairs performed on his home, taking him to the VA Clinic for doctor visits, eye exams, dental services-etc, helping manage his meds, balancing his checking account and numerous other tasks. I assisted him in selling his home in Sulphur when he became too ill to live alone even with the assistance of a caretaker. I was appointed his trustee when I had him (at his request) admitted to the Veteran's Home in Jennings, and in the end I am the one who arranged for his body to be delivered (his request) to Baylor College of Medicine, and subsequently cremated. I continue to maintain numerous files and records he imparted to me.



CERTIFIED COPY

The affiant has personally known Louis Thibodeaux and has known him to farm, pay taxes, occupy and have actual, corporeal and uninterrupted possession of the property. Since Mr. Thibodeaux's passing, I have maintained payment of taxes on the property.

Sworn to and subscribed before me, Notary Public, in Sulphur, Calcasieu Parish, Louisiana, on this 5th day of August, 2022.


LISA L. GIROT


NOTARY PUBLIC

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



CERTIFIED COPY

A C
p s

EXHIBIT B



CERTIFIED COPY

CAUSE NO. _____

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§
§
§
§
§
§
§

IN THE DISTRICT COURT

____ **JUDICIAL DISTRICT**

VAN ZANDT COUNTY, TEXAS

AFFIDAVIT OF ROBERT O. 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 O. 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 Original Petition and Application for Temporary Injunction* and have personal knowledge of all facts contained therein, which are true and correct. Specifically, my company, CSD Van Zandt, LLC, purchased the property at subject in this cause ("the Property") in or around June 2022 from Lisa Leger Girot, Patricia Moore Barclay, and James T. Moore, III. CSD Van Zandt, LLC purchased the Property through East Texas Title Company. I have a title policy on the property, and the title company, title underwriter, and lender all approved title.
3. Before purchasing the Property, I was aware that Udo Birnbaum was living on a portion of the Property at 540 Van Zandt County Road 2916, Eustace, Texas 75124. As such, I had my attorneys with Flowers Davis, PLLC send Mr. Birnbaum a letter on June 30, 2022 to terminate his alleged tenancy at will and demand that he vacate the Property as required under Texas Property Code Sections 24.005 and 91.001. To my knowledge, Mr. Birnbaum received the letter on July 14, 2022. To date, he still occupies the Property.
4. Moreover, since receipt of the above-referenced letter, Mr. Birnbaum has caused trouble for myself and my company and has obstructed access to the Property. Shortly after

Affidavit of Robert O. Dow
Van Zandt County, Texas



1

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.

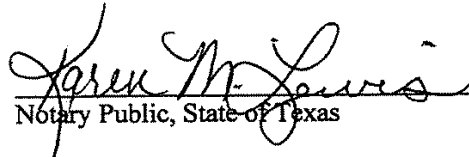
5. Attached hereto as Attachments 1-5 are the: (1) Warranty Deed with Vendor's Lien Conveying Subject Property from Lisa Leger Girot, Patricia Moore Barclay, and James T. Moore, III to CSD Van Zandt LLC; (2) Notice to Vacate Letter sent to Defendant on June 30, 2022 and USPS Green Card; (3) Images of 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

Affidavit of Robert O. Dow
Van Zandt County, Texas



2

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Attachment 1



Document No. 2022-007473

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



CERTIFIED COPY

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

Warranty Deed with Vendor's Lien, Page 1
GF437981



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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 Vanderbilt §

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



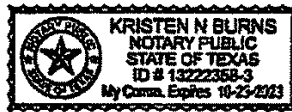

NOTARY PUBLIC, STATE OF TEXAS



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

Warranty Deed with Vendor's Lien, Page 3
GF437981



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

Warranty Deed with Vendor's Lien, Page 4
GP437981



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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 2235, 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 Lindsey 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. 2020-085698 bears North 04 deg. 34 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 105.73 acre tract as described in a deed from Shirley Solwin 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 1,364.85 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 89 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.



Attachment 2



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FLOWERS DAVIS

CELIA C. FLOWERS*

- * BOARD CERTIFIED, OIL, GAS & MINERAL LAW
- TEXAS BOARD OF LEGAL SPECIALIZATION
- * BOARD CERTIFIED, RESIDENTIAL REAL ESTATE LAW
- TEXAS BOARD OF LEGAL SPECIALIZATION
- * BOARD CERTIFIED, PROPERTY OWNERS ASSOCIATION LAW
- TEXAS BOARD OF LEGAL SPECIALIZATION
- * BOARD CERTIFIED, CIVIL TRIAL LAW
- TEXAS BOARD OF LEGAL SPECIALIZATION

MELANIE S. REYES

- * BOARD CERTIFIED, OIL, GAS & MINERAL LAW
- TEXAS BOARD OF LEGAL SPECIALIZATION
- LICENSED TO PRACTICE LAW IN TX AND NM

ALAN W. TOMME

J. SCOTT MILLER

CATHERINE CHESLEY GOODGION

- * LICENSED TO PRACTICE BEFORE THE
- UNITED STATES PATENT AND TRADEMARK OFFICE

WILLIAM R. KNIGHT, JR.

MAYA P. JEDLIKA

KATRYNA R. WATKINS

TUCKER B. ROYALL

ANDREW SCHWING

- * LICENSED TO PRACTICE LAW IN TX AND LA

COREY R. KELLAM

A.D. (DEAN) CHAPMAN, OF COUNSEL

ELLIS G. VICKERS, OF COUNSEL*

- * LICENSED TO PRACTICE LAW IN NEW MEXICO AND TEXAS
- * NEW MEXICO BOARD OF LEGAL SPECIALIZATION RECOGNIZED
- SPECIALIST IN NATURAL RESOURCES - OIL & GAS LAW

Attorneys at Law

1021 ESE LOOP 323, SUITE 200

TYLER, TEXAS 75701

MAIN TELEPHONE: (903) 534-8063

FACSIMILE: (903) 534-1650

IMMIGRATION (903) 592-8186

WWW.FLOWERSDAVIS.COM

LONGVIEW OFFICE:

1516 JUDSON ROAD

LONGVIEW, TEXAS 75601

TELEPHONE: (903) 757-8900

FACSIMILE: (903) 757-8902

ROBERT S. DAVIS

CHAD C. ROOK

LEE I. CORREA

ROBIN H. O'DONOGHUE

J. MITCHELL BEARD

STEVE M. MASON

JOHN "JACK" R. FULGHAM

THOMAS H. BUCHANAN, OF COUNSEL

PRESTON W. MCGEE*

- * BOARD CERTIFIED, PERSONAL INJURY TRIAL LAW
- TEXAS BOARD OF LEGAL SPECIALIZATION
- * BOARD CERTIFIED, CIVIL TRIAL LAW
- TEXAS BOARD OF LEGAL SPECIALIZATION

VIRGINIA D. YOUNG

DANIEL C. ROSS

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



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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:

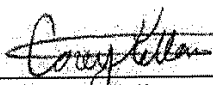
Notice is hereby given and demand is hereby made that you vacate the Premises by the 30th day after the date of receipt of this notice. Specifically, you are demanded to vacate as our client, CSD Van Zandt LLC, hereby terminates your tenancy at will. This notice is given and demand is made as provided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



PROPERTY CODE

TITLE 4. ACTIONS AND REMEDIES

CHAPTER 24. FORCIBLE ENTRY AND DETAINER

Sec. 24.005. NOTICE TO VACATE PRIOR TO FILING EVICTION SUIT. (a) If the occupant is a tenant under a written lease or oral rental agreement, the landlord must give a tenant who defaults or holds over beyond the end of the rental term or renewal period at least three days' written notice to vacate the premises before the landlord files a forcible detainer suit, unless the parties have contracted for a shorter or longer notice period in a written lease or agreement. A landlord who files a forcible detainer suit on grounds that the tenant is holding over beyond the end of the rental term or renewal period must also comply with the tenancy termination requirements of Section 91.001.

(b) If the occupant is a tenant at will or by sufferance, the landlord must give the tenant at least three days' written notice to vacate before the landlord files a forcible detainer suit unless the parties have contracted for a shorter or longer notice period in a written lease or agreement. If a building is purchased at a tax foreclosure sale or a trustee's foreclosure sale under a lien superior to the tenant's lease and the tenant timely pays rent and is not otherwise in default under the tenant's lease after foreclosure, the purchaser must give a residential tenant of the building at least 30 days' written notice to vacate if the purchaser chooses not to continue the lease. The tenant is considered to timely pay the rent under this subsection if, during the month of the foreclosure sale, the tenant pays the rent for that month to the landlord before receiving any notice that a foreclosure sale is scheduled during the month or pays the rent for that month to the foreclosing lienholder or the purchaser at foreclosure not later than the fifth day after the date of receipt of a written notice of the



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name and address of the purchaser that requests payment. Before a foreclosure sale, a foreclosing lienholder may give written notice to a tenant stating that a foreclosure notice has been given to the landlord or owner of the property and specifying the date of the foreclosure.

(c) If the occupant is a tenant of a person who acquired possession by forcible entry, the landlord must give the person at least three days' written notice to vacate before the landlord files a forcible detainer suit.

(d) In all situations in which the entry by the occupant was a forcible entry under Section 24.001, the person entitled to possession must give the occupant oral or written notice to vacate before the landlord files a forcible entry and detainer suit. The notice to vacate under this subsection may be to vacate immediately or by a specified deadline.

(e) If the lease or applicable law requires the landlord to give a tenant an opportunity to respond to a notice of proposed eviction, a notice to vacate may not be given until the period provided for the tenant to respond to the eviction notice has expired.

(f) Except as provided by Subsection (f-1), the notice to vacate shall be given in person or by mail at the premises in question. Notice in person may be by personal delivery to the tenant or any person residing at the premises who is 16 years of age or older or personal delivery to the premises and affixing the notice to the inside of the main entry door. Notice by mail may be by regular mail, by registered mail, or by certified mail, return receipt requested, to the premises in question.

(f-1) As an alternative to the procedures of Subsection (f), a landlord may deliver the notice to vacate by securely affixing to the outside of the main entry door a sealed envelope that contains the notice and on which is written the tenant's name, address, and in all capital letters, the words "IMPORTANT DOCUMENT" or substantially similar language and, not later than 5 p.m. of the same day, depositing in the mail in the same



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county in which the premises in question is located a copy of the notice to the tenant if:

(1) the premises has no mailbox and has a keyless bolting device, alarm system, or dangerous animal that prevents the landlord from entering the premises to affix the notice to vacate to the inside of the main entry door; or

(2) the landlord reasonably believes that harm to any person would result from personal delivery to the tenant or a person residing at the premises or from personal delivery to the premises by affixing the notice to the inside of the main entry door.

(f-2) Notice to vacate under Subsection (f-1) is considered delivered on the date the envelope is affixed to the outside of the door and is deposited in the mail, regardless of the date the notice is received.

(g) The notice period is calculated from the day on which the notice is delivered.

(h) A notice to vacate shall be considered a demand for possession for purposes of Subsection (b) of Section 24.002.

(i) If before the notice to vacate is given as required by this section the landlord has given a written notice or reminder to the tenant that rent is due and unpaid, the landlord may include in the notice to vacate required by this section a demand that the tenant pay the delinquent rent or vacate the premises by the date and time stated in the notice.

Acts 1983, 68th Leg., p. 3515, ch. 576, Sec. 1, eff. Jan. 1, 1984. Amended by Acts 1985, 69th Leg., ch. 891, Sec. 1, eff. Sept. 1, 1985; Acts 1989, 71st Leg., ch. 688, Sec. 3, eff. Sept. 1, 1989; Acts 1997, 75th Leg., ch. 1205, Sec. 2, eff. Sept. 1, 1997.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1198 (S.B. 1367), Sec. 1, eff. January 1, 2016.



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PROPERTY CODE

TITLE 8. LANDLORD AND TENANT

CHAPTER 91. PROVISIONS GENERALLY APPLICABLE TO LANDLORDS AND
TENANTS

Sec. 91.001. NOTICE FOR TERMINATING CERTAIN TENANCIES.

(a) A monthly tenancy or a tenancy from month to month may be terminated by the tenant or the landlord giving notice of termination to the other.

(b) If a notice of termination is given under Subsection (a) and if the rent-paying period is at least one month, the tenancy terminates on whichever of the following days is the later:

- (1) the day given in the notice for termination; or
- (2) one month after the day on which the notice is

given.

(c) If a notice of termination is given under Subsection (a) and if the rent-paying period is less than a month, the tenancy terminates on whichever of the following days is the later:

- (1) the day given in the notice for termination; or
- (2) the day following the expiration of the period beginning on the day on which notice is given and extending for a number of days equal to the number of days in the rent-paying period.

(d) If a tenancy terminates on a day that does not correspond to the beginning or end of a rent-paying period, the tenant is liable for rent only up to the date of termination.

(e) Subsections (a), (b), (c), and (d) do not apply if:

(1) a landlord and a tenant have agreed in an instrument signed by both parties on a different period of notice to terminate the tenancy or that no notice is required; or

- (2) there is a breach of contract recognized by law.



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Acts 1983, 68th Leg., p. 3625, ch. 576, Sec. 1, eff. Jan. 1,
1984. Amended by Acts 1985, 69th Leg., ch. 200, Sec. 3, eff.
Aug. 26, 1985.



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PROPERTY CODE

TITLE 4. ACTIONS AND REMEDIES

CHAPTER 24. FORCIBLE ENTRY AND DETAINER

Sec. 24.006. ATTORNEY'S FEES AND COSTS OF SUIT. (a)

Except as provided by Subsection (b), to be eligible to recover attorney's fees in an eviction suit, a landlord must give a tenant who is unlawfully retaining possession of the landlord's premises a written demand to vacate the premises. The demand must state that if the tenant does not vacate the premises before the 11th day after the date of receipt of the notice and if the landlord files suit, the landlord may recover attorney's fees. The demand must be sent by registered mail or by certified mail, return receipt requested, at least 10 days before the date the suit is filed.

(b) If the landlord provides the tenant notice under Subsection (a) or if a written lease entitles the landlord to recover attorney's fees, a prevailing landlord is entitled to recover reasonable attorney's fees from the tenant.

(c) If the landlord provides the tenant notice under Subsection (a) or if a written lease entitles the landlord or the tenant to recover attorney's fees, the prevailing tenant is entitled to recover reasonable attorney's fees from the landlord. A prevailing tenant is not required to give notice in order to recover attorney's fees under this subsection.

(d) The prevailing party is entitled to recover all costs of court.

Acts 1983, 68th Leg., p. 3516, ch. 576, Sec. 1, eff. Jan. 1, 1984. Amended by Acts 1985, 69th Leg., ch. 891, Sec. 1, eff. Sept. 1, 1985; Acts 1989, 71st Leg., ch. 688, Sec. 4, eff. Sept. 1, 1989; Acts 1997, 75th Leg., ch. 1205, Sec. 3, eff. Sept. 1, 1997.



CERTIFIED COPY

7014 2120 0001 7709 2678

U.S. Postal Service [®]	
CERTIFIED MAIL[®] RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at www.usps.com .	
OFFICIAL USE	
Postage	\$ 88.125
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
Sent To <u>Udo Birnbaum</u>	
Street & Apt. No. or PO Box No.	
City, State, ZIP+4	
PS Form 3826, July 2013	



CERTIFIED COPY

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <u>Bin Laden</u> ☒ Agent ☐ Addressee	
1. Article Addressed to: <u>Udo Birnbaum</u> <u>540 VZ Country Road 2916</u> <u>Eustace, TX 75124</u>		B. Received by (Printed Name) <u>U. Birnbaum</u> C. Date of Delivery <u>7/14/11</u>	
2. <u>7014 2120 0001 7709 2678</u>		D. Is delivery address different from item 1? ☐ Yes ☒ No If YES, enter delivery address below:	
		3. Service Type ☐ Certified Mail® ☐ Priority Mail Express™ ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ Collect on Delivery	
		4. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No	

PS Form 3811, July 2013

Domestic Return Receipt



CERTIFIED COPY

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

FLOWERS - DAVIS, PLLC

• Sender: Please place return address and ZIP+4® in this box •
1021 ESE Loop 323, Suite 200
Tyler, TX 75701

FLOWERS DAVIS, PLLC
1021 ESE Loop 323, Suite 200
Tyler, TX 75701

NDRE (ALW)

88.125

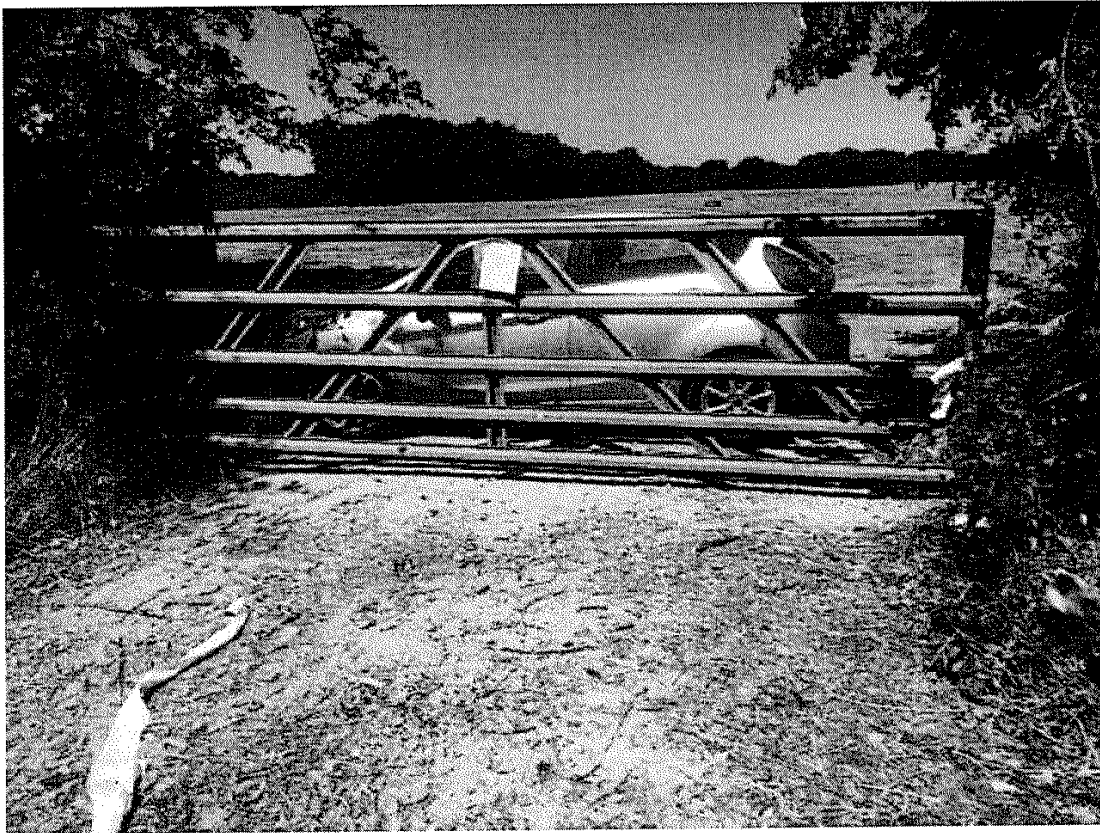


CERTIFIED COPY

Attachment 3



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Attachment 4



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**How doers
get more done.**

TEXT HOMEDEPOT TO APPLY 52270
6110 LEMMON AVE DALLAS, TX 75209

0589 00062 44891 07/20/22 06:56 PM
SALE CASHIER KAREN

020066433543 SPRAY PAINTS <A>
SPECIALTY FLUORESCENT PINK
208.48 16.96
071649309496 SS COMBI PDL <A>
2-1/4 IN. STAINLESS COMBI PADLOCK
2025.48 50.96
887480110326 LOGGRD432C <A>
LOGGING GRD43 3/8"X14"W/HOOKS ZNC 39.98

SUBTOTAL 107.90
SALES TAX 8.90
TOTAL \$116.80

XXXXXXXXXXXX1379 DEBIT
AUTH CODE 000724
Chip Read Verified By PIN
AID A000Q000980840 US DEBIT

0589 07/20/22 06:56 PM



0589 62 44891 07/20/2022 2152

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 10/18/2022

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H88 906641 90133
PASSWORD: 22370 90071

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

Tx Van Zandt
Gist

7/20/2022

paint, padlocks + chain

* Birnbaum cut +
removed our chain +
Lock



CERTIFIED COPY

Attachment 5



CERTIFIED COPY

Notice to Vacate



Notice to Vacate

FLOWERS DAVIS

CELIA C. FLOWERS*

BOARD CERTIFIED, OIL, GAS & MINERAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
BOARD CERTIFIED, RESIDENTIAL REAL ESTATE LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
BOARD CERTIFIED, PROPERTY OWNERS ASSOCIATION LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
BOARD CERTIFIED, CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

MELANNE S. REYES

BOARD CERTIFIED, OIL, GAS & MINERAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
LICENSED TO PRACTICE LAW IN TX AND NM

ALAN W. TOMME

J. SCOTT MILLER

CATHERINE CHERLEY GOODGION

LICENSED TO PRACTICE BEFORE THE
UNITED STATES PATENT AND TRADEMARK OFFICE

WILLIAM R. KNIGHT, JR.

MAYA P. JEDLIKA

KATRYNA R. WATKINS

TUCKER B. ROYALL

ANDREW SCHWING

LICENSED TO PRACTICE LAW IN TX AND LA

CORREY R. KELLAM

A.D. (DEAN) CHAPMAN, OF COUNSEL

ELLIS G. VICKERS, OF COUNSEL*

LICENSED TO PRACTICE LAW IN NEW MEXICO AND TEXAS
NEW MEXICO BOARD OF LEGAL SPECIALIZATION RECOGNIZED
SPECIALIST IN NATURAL RESOURCES - OIL & GAS LAW

Attorneys at Law

1021 ESE LOOP 323, SUITE 200

TYLER, TEXAS 75701

MAIN TELEPHONE: (903) 534-8063

FACSIMILE: (903) 534-1650

IMMIGRATION: (903) 592-8186

WWW.FLOWERSDAVIS.COM

LONGVIEW OFFICE:

1518 JUDSON ROAD

LONGVIEW, TEXAS 75601

TELEPHONE: (903) 757-8900

FACSIMILE: (903) 757-8902

ROBERT S. DAVIS

CHAD C. ROOK

LEE I. CORREA

ROBIN H. O'DONOGHUE

MITCHELL BEARD

STEVE M. MASON

JOHN "JACK" R. FULGHAM

THOMAS H. BUCHANAN, OF COUNSEL

PRESTON W. MCCOY*

BOARD CERTIFIED, PERSONAL INJURY TRIAL LAW

TEXAS BOARD OF LEGAL SPECIALIZATION

BOARD CERTIFIED, CIVIL TRIAL LAW

TEXAS BOARD OF LEGAL SPECIALIZATION

VIRGINIA D. YOUNG

DANIEL C. ROSS

Notice to Vacate Property

Aug 4, 2022
June 30, 2022

CSD Van Zandt LLC

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

c/o Flowers Davis

1021 ESE LOOP 323, Suite 200
Tyler, TX 75701

Delivered Via: ~~CMRRR 7014 2120 0001 7709 2678 and USPS regular mail~~
7021 2728 0002 2601 0909

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

CSD Van Zandt LLC

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. **OCCUPY AS A SQUATTER**

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

803 802-9669 BRNBM@AOL.com

Sincerely,

Udo Birnbaum
UDO BIRNBAUM

Corey R. Kellam,
Attorney at Law



CERTIFIED COPY

NOTICE TO VACATE PREMISES

TO: ~~UDO BIRNBAUM~~ *CSD Van Zandt, LLC* *SQUATTING ON*
~~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, ~~I, CSD Van Zandt LLC, intends to pursue any and all legal remedies it may have against you in a court of appropriate jurisdiction.~~ *I*

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.~~

AUG. 4, 2022
Dated: ~~June 30, 2022~~

UDO BIRNBAUM
540 VZ County Road 2916
EUSTACE, TX 75124
903 802-9669

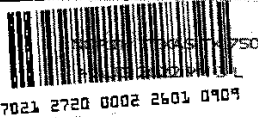
~~FLOWERS DAVIS, P.L.L.C.~~
~~1021 ESE Loop 323, Suite 200~~
~~Tyler, Texas 75701~~
~~Phone: (903) 534-8063~~

By: *[Signature]*
~~Corey R. Kellam~~
~~State Bar No. 24083297~~

~~ATTORNEY FOR CSD VAN ZANDT LLC~~



Udo Birnbaum
540 VZ County Road 2916
EUSTACE, TX 75124



CSD Van Zandt LLC
Flowers Davis
1021 ESE Loop 323 St. 200
Tyler, TX 75701

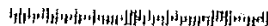
RETURN RECEIPT
REQUESTED

AUG 08 2022

\$7.85

PAID
BY
CREDIT CARD
AT
MAY 11 2022 1:06

75701-560750



CERTIFIED COPY

EXHIBIT C



CERTIFIED COPY

BATEMAN & GEORGE
ATTORNEYS AT LAW
214 SOUTH PALESTINE STREET
ATHENS, TEXAS 75751

#7512
WARRANTY DEED VOL 964 PAGE 447

THE STATE OF TEXAS,
COUNTY OF VAN ZANDT

KNOW ALL MEN BY THESE PRESENTS:

That we, T. C. TRAVIS and wife, CAROLYN ANN TRAVIS,
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 us in hand paid
by UDO H. BIRNBAUM, as follows:

\$10.00 cash in hand paid, and other good and valuable
consideration this day paid to us all in cash by the said
Udo H. 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, unto the said UDO H. BIRNBAUM, of the County of
Dallas and State of Texas, all that certain tract or parcel of
land described as follows, to-wit:

Tract No. 1:

All that certain lot, tract or parcel of land, lying and
being situated in the County of Van Zandt, State of Texas, part
of the PLEASANT YOUNG SURVEY, Abst. No. 978, and more fully
described as follows, to-wit:

Being a part of certain lands out of said Young Survey,
conveyed by Archie Shelton et al to Eunice Pearson and C. H.
Paschall, by deed of April 16, 1962, and of record in Vol. 536,
Page 113, Deed Records of Van Zandt County, Texas.

BEGINNING at the occupied Northeast corner of said
Pearson and Paschall tract, said beginning point being by record
1250 vrs South from the Northeast corner of said Young Survey
and being also in the occupied East line of said Young Survey
and being also in the center of a community paved road, a concrete
monument bears West 10.8 vrs;

THENCE West with fence 673 vrs to iron bar for corner
at fence corner;

THENCE South, with fence, crossing Chalybeate Spring
Branch, and continuing South with fence, to a total distance
of 625 vrs to iron bar for corner in same;

THENCE East crossing said branch and continuing East
to a total distance of 673 vrs to corner in center of said paved
road and in said occupied East line of Young Survey, a concrete
monument bears West 10.8 vrs;

THENCE North with center of said road and with said
occupied East line of Young Survey, 625 vrs to the place of
beginning, containing 74.507 acres of land, 1.195 acres of which
lie in said community paved road, the portion in said road being
625 vrs in length and 10.8 vrs in width.

Tract No. 2:

All that certain lot, tract or parcel of land, lying
and being situated in the County of Van Zandt, State of Texas,
a part of the PLEASANT YOUNG SURVEY, Abst. 978, more fully described
as follows, to-wit:

Being part of certain lands out of the said Young
Survey, conveyed by Archie Shelton et al to Eunice Pearson
and C. H. Paschall by deed of April 16, 1962, and of record
in Vol. 536, Page 113, Deed Records of Van Zandt County,
Texas;

BATEMAN & GEORGE
ATTORNEYS AT LAW
214 S. PALESTINE STREET
ATHENS, TEXAS 75751



CERTIFIED COPY

VOL 964 PAGE 448

BEGINNING at a point in the occupied East line of said Pearson and Paschall tract, 625 vrs South from the Northeast corner of same, said beginning point being in the occupied East line of said Young Survey and by record 1875 vrs South from the Northeast corner of said Young Survey, and said beginning point being also in the center of a community paved road, a concrete monument bears West 10.8 vrs;

THENCE West, crossing Chalybeate Spring Creek, and continuing West to a total distance of 673 vrs to iron bar for corner in fence along occupied West line of said Pearson and Paschall tract;

THENCE South with said fence crossing a Chalybeate Spring Creek, and continuing South with the said fence to a total distance of 625 vrs to iron bar for corner at fence corner;

THENCE East with fence, 673 vrs to corner in said occupied East line of Young Survey and in the center of said paved road, said corner being just South of Womble Bridge, a concrete monument bears West 21.96 vrs;

THENCE North with center of said road and with occupied East line of Young Survey, crossing said Womble Bridge and continuing North with center of said road and with said occupied East line of Young Survey to a total distance of 625 vrs to the place of beginning, containing 74.507 acres of land, 1.195 acres of which lie in said community paved road the portion in said road being 625 vrs in length and 10.8 vrs in width.

Being the same land described in deed from Joe H. Golman et al to Albert E. Rice and Eddie F. Stroman dated November 8, 1971, recorded in Vol. 770, Page 663, Deed Records, Van Zandt County, Texas.

This conveyance is expressly made subject to any and all valid easements and Oil, Gas and Mineral leases which are filed of record in the office of the County Clerk of Van Zandt County, Texas.

It is further understood and agreed that this sale includes all of Grantor's interest in the oil, gas and other minerals on and under the above described real property, which Grantor believes to be an undivided 1/4th interest.

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 H. BIRNBAUM, his heirs and assigns forever, and we 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 H. BIRNBAUM, his heirs and assigns, against every

TERMAN & GEORGE
ATTORNEYS AT LAW
1. PALESTINE STREET
DALLAS, TEXAS 75201



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Vol 964 PAGE 449

person whomsoever lawfully claiming or to claim the same,
or any part thereof.

EXECUTED this the 17th day of September, 1981.

T. C. Travis
T. C. Travis

Carolyn Ann Travis
Carolyn Ann Travis

THE STATE OF TEXAS
COUNTY OF HENDERSON

BEFORE ME, the undersigned, a Notary Public in
and for said County and State, on this day personally appeared
T. C. TRAVIS and wife, CAROLYN ANN TRAVIS, known to me to
be the persons whose names are subscribed to the foregoing
instrument, and acknowledged to me that they executed the
same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th
day of September, 1981.

Shirley Ward Shirley Ward
Notary Public in and for
Henderson County, Texas.

My commission expires:

6-11-85



FILED FOR RECORD THIS 21 DAY OF September A.D. 1981 AT 1:21 O'CLOCK P.M.
STEVE GANDY, CLERK COUNTY COURT, VAN ZANDT COUNTY, TEXAS. BY D.G. 11 DEPUTY

BATEMAN & GEORGE
ATTORNEYS AT LAW
214 S. PALESTINE STREET
ATHENS, TEXAS 75751



CERTIFIED COPY

EXHIBIT D



CERTIFIED COPY

WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF VAN ZANDT

That I, UDO BIRNBAUM, 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 GWENDOLYN WRIGHT THIBODEAUX, as follows:

\$10.00 cash in hand paid, and other good and valuable consideration this day paid to me paid to me all in cash by the said Gwendolyn Wright Thibodeaux, 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 GWENDOLYN WRIGHT THIBODEAUX, 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.

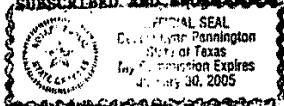
TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GWENDOLYN WRIGHT THIBODEAUX, her heirs and assigns forever, and I do hereby bind ourselves, and our heirs, executors and administrators, to Warranty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

EXECUTED this the 12th day of April, 2002.

Udo Birnbaum
Udo Birnbaum

THE STATE OF TEXAS
COUNTY OF VAN ZANDT

This instrument was acknowledged before me on this 12th day of April, 2002, by UDO BIRNBAUM.



Christine Pennington
Notary Public, State of Texas



CERTIFIED COPY

Doc Bk Vol Pg
00026857 OR 1710 591

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Apr 12, 2002 at 01:30P

Document Number: 00026857

Amount 11.00

By
Diana Smith
Elizabeth Everitt, County Clerk
Van Zandt County

STATE OF TEXAS COUNTY OF VAN ZANDT
I hereby certify that this instrument was filed on
the date and time stamped herein by me and was duly
recorded in the volume and page of the record records of:
Van Zandt County
as stamped herein by me.

Apr 12, 2002

Elizabeth Everitt, County Clerk
Van Zandt County



CERTIFIED COPY

EXHIBIT E



CERTIFIED COPY

Document No. 2009-010264

CORRECTED HEIRSHIP AFFIDAVIT

Parties: HOLT PHYLLIS D

to

THIBODEAUX GWENDOLYN WRIGHT DECEASED

FILED AND RECORDED
REAL RECORDS

On: 12/10/2009 at 10:01 AM

Document Number: 2009-010264

Receipt No.: 200922010

Amount: \$ 28.00

By: aprobst
Charlotte Bledsoe, County Clerk
Van Zandt County, Texas

5 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.

Charlotte Bledsoe, County Clerk

Record and Return To:

MR. LOUIS THIBODEAUX
P.O. BOX 577

BEN WHEELER, TX 75754



CERTIFIED COPY

**CORRECTED AFFIDAVIT OF FACTS CONCERNING THE IDENTITY OF HEIRS
OF GWENDOLYN WRIGHT THIBODEAUX**
(Correcting Heirship Affidavit Executed August 16, 2008)

Before me, the undersigned authority, on this day personally appeared Phyllis D. Holt and Paul Keys, ("Affiant") who, being first duly sworn, upon oath states:

1. My name is Phyllis D. Holt, and I live at 904 Shady Trail, Athens, Texas 75751. I am personally familiar with the family and marital history of Gwendolyn Wright Thibodeaux ("Decedent"), and I have personal knowledge of the facts stated in this affidavit. I knew Decedent from the time I was born until December 8, 2006. Decedent died on December 8, 2006. Decedent's place of death was Athens, Van Zandt County, Texas. At the time of Decedent's death, Decedent's residence was 14257 FM 858, Athens, Van Zandt County, Texas.

2. My name is Paul Keys, and I live at P.O. Box 115, Ben Wheeler, Texas 75754. I am personally familiar with the family and marital history of Gwendolyn Wright Thibodeaux ("Decedent"), and I have personal knowledge of the facts stated in this affidavit. I knew Decedent from 1980 until December 8, 2006. Decedent died on December 8, 2006. Decedent's place of death was Athens, Van Zandt County, Texas. At the time of Decedent's death, Decedent's residence was 14257 FM 858, Athens, Van Zandt County, Texas.

3. Decedent's marital history was as follows: at the time of her death, Decedent was married to Louis Thibodeaux. Other than this marriage, Decedent had never been married.

4. Decedent did not have or adopt any children and did not take any children into Decedent's home or raise any children.

5. Decedent's mother was: Pearly Busch Wright, who pre-deceased the Decedent.

6. Decedent's father was: George Wright, who pre-deceased the Decedent.

7. Decedent had the following siblings:

Name: Georgette Wright Moore, who pre-deceased the Decedent.

Names of Parents: Pearly Busch Wright and George Wright

Names of Descendants: Patricia Barclay of Missouri City, Texas, and James T. Moore III, of Lufkin, Texas.

8. Decedent died without leaving a written will.

9. There has been no administration of Decedent's estate.

10. Decedent left no debts that are unpaid.

1



CERTIFIED COPY

11. There are no unpaid estate or inheritance taxes.
12. To the best of my knowledge, Decedent owned an interest in the following real property:
 - a. Acres: 13.000 ABST: 154 SUR: R CRAWFORD (Van Zandt Co.)
 - b. Acres: 43.000 ABST: 532 SUR: F C MARTIN (Van Zandt Co.)
 - c. Acres: 3.000 ABST: 532 SUR: F C MARTIN (Van Zandt Co.)
 - d. Acres: 14.000 ABST: 854 SUR: WM TURNEY (Van Zandt Co.)
 - e. Acres: 4.500 ABST: 978 SUR: D YOUNG UNDIV INT (Van Zandt Co.)
 - f. Acres: 18.000 ABST: 978 SUR: YOUNG UNDIV INT (Van Zandt Co.)
 - g. Acres: 149.000 ABST: 978 SUR: P YOUNG HCAD 0978-0260-0000-03 (Van Zandt Co.)
 - h. .0833 Undivided Interest In TR 8,(20.600 \AC) ABST 65 W SCOTT, 1710 S HIGHWAY 146, BAYTOWN TX 77520 (Harris Co.)
14. The following were the heirs of the Decedent:
 - a. Name: Louis Thibodeaux
Relationship: Spouse
Address: P.O. Box 577, Ben Wheeler, Texas 75754
 - b. Name: Patricia Barclay
Relationship: Niece
Address: 4707 Norwich Way, Missouri City, TX 77459-2814
 - c. Name: James T. Moore III
Relationship: Nephew
Address: 105 Mistywood Circle, Lufkin, TX 75904-3146

Signed this 7th day of December, 2009.

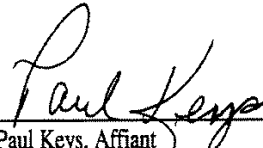
Phyllis Holt
Phyllis D. Holt, Affiant

2



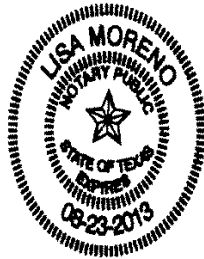
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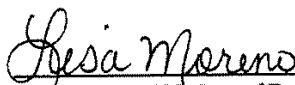
Signed this 7 day of Dec, 2009.


Paul Keys, Affiant

STATE OF TEXAS §
 §
COUNTY OF VAN ZANDT §

Sworn to and subscribed to before me on December 7, 2009, by Phyllis D. Holt.

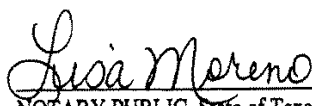



NOTARY PUBLIC, State of Texas
My commission expires: 8/23/13

STATE OF TEXAS §
 §
COUNTY OF VAN ZANDT §

Sworn to and subscribed to before me on December 6, 2009, by Paul Keys.




NOTARY PUBLIC, State of Texas
My commission expires: 8/23/13

3



CERTIFIED COPY

PREPARED IN THE OFFICE OF:

ANDERSON & ELLIOTT, P.C.
128 E. Dallas Street
Canton, TX 75103
Tel: (903) 567-4141
Fax: (903) 567-6228

AFTER RECORDING RETURN TO:

Mr. Louis Thibodeaux
P. O. Box 577
Ben Wheeler, Texas 75754

4



CERTIFIED COPY

EXHIBIT F



Document No. 2021-004939

JUDGMENT DECLARING HEIRSHIP

Parties: THIBODEAUX GWENDOLYN WRIGHT ESTATE

to

PUBLIC

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

On: 05/03/2021 at 04:09 PM

Document Number: 2021-004939

Receipt No.: 2021131039

Amount: \$ 30.00

By: smaddox

Susan Strickland, County Clerk
Van Zandt County, Texas

3 Pages

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



STATE OF TEXAS
COUNTY OF VAN ZANDT

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:

CURTIS & ALEXANDER
PO BOX 1274

GREENVILLE, TX 75403



CERTIFIED COPY

15622

4/13/2021 3:19 PM

Van Zandt County - County Clerk

Susan Strickland
County Clerk
Van-Zandt County, Texas

Tabetha McMullen

CAUSE NO. 15622

IN THE ESTATE OF	§	IN THE COUNTY COURT
	§	
GWENDOLYN WRIGHT THIBODEAUX,	§	OF
	§	
DECEASED	§	VAN ZANDT COUNTY, TEXAS

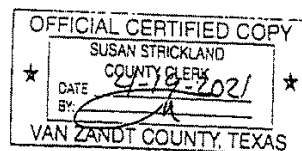
JUDGMENT DECLARING HEIRSHIP

On this day came on to be heard the sworn Application to Determine Heirship of the Estate of Gwendolyn Wright Thibodeaux, Deceased, wherein Lisa Girot is the Applicant and has an interest in Decedent's Estate, and the Court so finds that all parties interested in the Estate of Decedent have been duly and legally served with citation as required by law; that the Court appointed an Attorney Ad Litem to appear and answer and to represent the Unknown Heirs and such Attorney Ad Litem did so appear and filed an answer for the Unknown Heirs; that this Court has jurisdiction of the subject matter and all persons and parties; that the evidence presented and admitted fully and satisfactorily proves each and every issue presented to the Court; that Decedent died intestate and that the heirship of Decedent has been fully and satisfactorily proved and the interest and shares of each of the heirs therein; and that no administration is necessary.

The Court finds and it is **ORDERED** and **DECREED** by this Court that the names and places of residence of the heirs of Decedent and their respective shares and interests in the real property of Decedent are as follows:

Louis Thibodeaux, an adult, now deceased
Relationship: Husband of Decedent
Share of Real Property: 50 %

Patricia Moore Barclay, an adult.
Address: 4707 Norwich Way, Missouri City, Texas 77459-2814
Relationship: Niece of Decedent
Share of Real Property: 25 %



CERTIFIED COPY

James T. Moore, III, an adult.
Address: 105 Mistywood Circle, Lufkin, Texas 75904-3146
Relationship: Nephew of Decedent
Share of Real Property: 25 %

IT IS ORDERED and DECREED that Emily Jones Dunn, the Attorney Ad Litem is awarded \$450.00 in attorney's fees and costs and upon payment is discharged.

SIGNED on the 13 day of April, 2021.



JUDGE PRESIDING

APPROVED AS TO FORM:

/s/Emily Jones Dunn

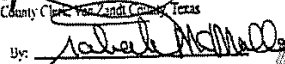
Emily Jones Dunn
Dunn & Dunn, PC
171 S. Buffalo Street
Canton, Texas 75103
Telephone: (903)567-1111
Fax: (903)567-5101
Email: CPS@dunnlegal.com
Attorney Ad Litem
State Bar No.: 24046170

/s/George Ivan Alexander

GEORGE IVAN ALEXANDER
CURTIS & ALEXANDER, P.C.
2708 Washington Street
P.O. Box 1274
Greenville, Texas 75403-1274
State Bar No. 00992600
Telephone (903) 455-8113
Fax (903) 454-3371
Email george@curtisalexander.net
Attorney for Applicant

STATE OF TEXAS
COUNTY OF VAN ZANDT

I do hereby certify that this is a true and correct copy as same appears of record in my custody. SSN may have been redacted in compliance with Govt. Code 552.001. Witness my hand and seal of office on April 17, 2021
Susan Strickland, County Clerk, Van Zandt County, Texas

By: 
Deputy



CERTIFIED COPY

EXHIBIT G



CERTIFIED COPY

STATE OF LOUISIANA
PARISH OF CALCASIEU

CITY OF SULPHUR
May 19, 2018

LAST WILL AND TESTAMENT

I, LOUIS THIBODEAUX, being of sound and disposing mind, realizing the uncertainties of life, hereby ^{for} make this my last will and testament, expressly revoking all others.

1.

I hereby donate my body to science. I hereby direct that all expenses of my last illness be first paid as soon after my death as possible.

2.

I have been married once to Gwendolyn Wright Thibodeaux; of this union no children were born. Gwendolyn Wright predeceased me. I never adopted any children and I have never been adopted.

3.

I leave specifically to my friend, LISA LEGER GIROT, all my right, title and interest to all of my real ¹⁰² property, of whatever kind and nature, be it separate or community, consumable or non-consumable, movable or immovable, without restriction. I leave any firearms I die possessed of to LISA LEGER GIROT. Additionally I leave all my interest in and to all active and inactive oil, gas and/or mineral leases to LISA LEGER GIROT.

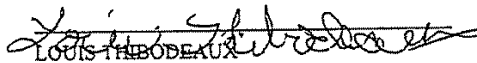
4.

I leave specifically to my friend LISA LEGER GIROT, all my right and title to my personal automobile, 2003 Toyota Camry. Additionally, I leave to LISA LEGER GIROT all my personal movable property, including all tools, furniture and such.

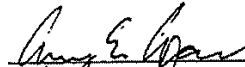
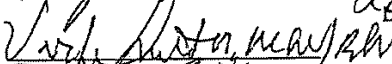
5.

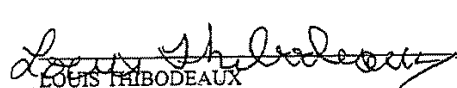
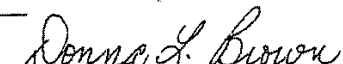
Once all debts have been paid I bequeath any sums remaining in my account be released to LISA LEGER GIROT.

I have signed each page and executed this, my last will and testament in the presence of the three undersigned competent witnesses and Donna L. Brown, Notary Public, hereinafter signed, at Sulphur, Louisiana on this 19th day of March, 2018.


LOUIS THIBODEAUX

The testator has signed this his last will and testament consisting of one (1) page, at the end and on each page and declared or signified in our presence that it is his last will and testament, and in the presence of the testator and of each other, we have hereunto subscribed our names, this 19th day of March, 2018.
WITNESSES:


LOUIS THIBODEAUX

DONNA L. BROWN

NOTARY PUBLIC

PAGE 1 OF 1

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

FILED  24 - 2020
DEPUTY CLERK OF COURT
JENNINGS-JEFF DAVIS PARISH
A TRUE COPY-ATTEST



CERTIFIED COPY

A
x

L
y

EXHIBIT H



CERTIFIED COPY

SUCCESSION OF : 31st JUDICIAL DISTRICT COURT
NO. P-11-20 : PARISH OF JEFFERSON DAVIS
LOUIS THIBODEAUX : STATE OF LOUISIANA
FILED: January 24, 2020 : [Signature]
DEPUTY CLERK OF COURT

ORDER TO PROBATE AND EXECUTE NOTARIAL TESTAMENT

Considering the foregoing Petition to Probate and Execute Notarial Testament, I do hereby order:

- (1) That the Last Will and Testament of LOUIS THIBODEAUX ("Decedent"), in valid, notarial form, dated March 19, 2018 and executed in Calcasieu Parish, Louisiana, prepared in accordance with La. Civ. Code art. 1577 and filed with the foregoing Petition, be probated, registered, filed, executed, and deposited in the office of the Clerk of Court District Court for the Parish of Jefferson Davis, and that the filing shall give such testament the effect of probate;

THUS DONE AND SIGNED in Chambers at Jennings, Louisiana, on this 24 day of

Jan., 2020.

[Signature]
DISTRICT JUDGE

WILLIAM N. KNIGHT,
District Judge
Pro-Tempore

Page 1 of 1

A TRUE COPY OF THE ORIGINAL
JENNINGS, LA. JAN 24 2020
BY CLERK OF COURT
JEFFERSON DAVIS PARISH



CERTIFIED COPY

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Amy Womack on behalf of Katryna Watkins
Bar No. 24106554
aw@flowersdavis.com
Envelope ID: 69434173
Status as of 10/21/2022 8:12 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Celia C.Flowers		ccf@flowersdavis.com	10/20/2022 5:26:35 PM	SENT
Katryna Watkins		krw@flowersdavis.com	10/20/2022 5:26:35 PM	SENT
Amy Womack		aw@flowersdavis.com	10/20/2022 5:26:35 PM	SENT
Jennifer Wallace		legalassistant@flowersdavis.com	10/20/2022 5:26:35 PM	SENT
Tucker B.Royall		tbr@flowersdavis.com	10/20/2022 5:26:35 PM	SENT
Amanda Dupuis		ajd@flowersdavis.com	10/20/2022 5:26:35 PM	SENT
Udo Birnbaum		brnbn@aol.com	10/20/2022 5:26:35 PM	SENT



I certify this to be a true and
exact copy of the original on file
in the District Clerk's Office,
Van Zandt County, Texas.
By [Signature]
Deputy

Tara Waymire

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§
§
§
§
§
§
§

IN THE DISTRICT COURT

294TH JUDICIAL DISTRICT

VAN ZANDT COUNTY, TEXAS

PLAINTIFF'S TRADITIONAL MOTION FOR SUMMARY JUDGMENT

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, CSD VAN ZANDT LLC, (hereinafter "Plaintiff") and files this its *Traditional Motion for Summary Judgment* pursuant to Texas Rule of Civil Procedure 166a, and in support of same, would respectfully show the Court as follows:

I.
INTRODUCTION

1. On August 24, 2022, Plaintiff sued Defendant, Udo Birnbaum, (hereinafter "Defendant") for trespass to try title and declaratory relief.¹ Plaintiff subsequently amended its *Petition* to also assert a suit to quiet title.²

2. Thereafter, on August 29, 2022, Defendant filed an Answer and purported Counterclaim that claimed damages of \$850,000.³ Defendant subsequently filed a *First Amended Answer* on September 29, 2022 that asserted various indiscernible counter and cross claims against Van Zandt County, Plaintiff's counsel, and Plaintiff's Manager and Registered Agent in his individual capacity.⁴

¹ Plaintiff asks the Court to take judicial notice of all pleadings on file and of record with the Court.

² *See id.*

³ *See id.*

⁴ *Id.*

Plaintiff's Traditional Motion for Summary Judgment
CN: 22-00105; CSD VAN ZANDT LLC V. BIRNBAUM
Van Zandt County, Texas



I hereby declare to be a true and
exact copy of the original on file
in the District Clerk's Office,
Van Zandt County, Texas.

[Signature]
Tara Waymire

II.
SUMMARY JUDGMENT EVIDENCE

3. Attached hereto as evidence in support of this *Motion for Partial Summary Judgment*, and incorporated into same by reference, are the following:

Exhibit A: Affidavit of Lisa Girot, attached hereto and incorporated herein for all purposes.

Exhibit B: Affidavit of Robert Dow, attached hereto and incorporated herein for all purposes.

Attachment 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;

Attachment 2: Plaintiff's Payment of Henderson and Van Zandt County Appraisal Districts' Property Taxes on the Subject Property for the Year 2022.

Exhibit C: Affidavit of Corey R. Kellam, attached hereto and incorporated herein for all purposes.

Attachment 1: Notice to Vacate Letter Sent to Defendant on June 30, 2022 and USPS Green Card;

Attachment 2: Warranty Deed Conveying Subject Property from T. C. Travis and Carolyn Ann Travis to Defendant;

Attachment 3: Warranty Deed Conveying Subject Property from Defendant to Gwendolyn Wright Thibodeaux;

Attachment 4: Corrected Heirship Affidavit Concerning Gwendolyn Wright Thibodeaux;

Attachment 5: Judgment Declaring Heirship of Gwendolyn Wright Thibodeaux;

Attachment 6: Last Will and Testament of Louis Thibodeaux;

Attachment 7: Order to Probate and Execute Notarial Testament of Louis Thibodeaux;

Attachment 8: Warranty Deed Purporting to Convey Subject Property from Louis Thibodeaux to Defendant.

Exhibit D: Affidavit of Attorney's Fees of Katryna R. Watkins.

Exhibit E: Van Zandt County Appraisal District Property Records for Subject Property from 2017-2022.

III. **BACKGROUND**

4. On September 17, 1981, T.C. and Carolyn Ann Travis granted Defendant approximately 150 acres in Van Zandt County, Texas, via Warranty Deed filed at Instrument No. 7512 of the Official Public Records of Van Zandt County, Texas.⁵ Years later, on April 12, 2002, Defendant sold the 150 acres (hereinafter “the Subject Property”) to Gwendolyn Wright Thibodeaux via Warranty Deed filed at Instrument No. 00026857 of the Official Public Records of Van Zandt County, Texas.⁶

5. Subsequently, Gwendolyn Wright Thibodeaux passed away on December 8, 2006.⁷ Ms. Thibodeaux died without a will, and in Cause No. 15622 in the County Court of Van Zandt County, Texas, Judge Don Kirkpatrick determined Ms. Thibodeaux’s heirs and their respective shares and interests in the Subject Property as follows: Louis Thibodeaux: 50%; Patricia Moore Barclay: 25%; and James T. Moore, III: 25%.⁸ As a result, following Ms. Thibodeaux’s passing, Louis Thibodeaux, Patricia Moore Barclay and James T. Moore, III owned the Subject Property in the percentages set out above.⁹

6. On October 29, 2019, Louis Thibodeaux passed away in Louisiana, leaving a will that conveyed all his right, title, and interest in his real property to Lisa Leger Girot.¹⁰ Louis Thibodeaux’s will was probated in Louisiana on January 24, 2020, leaving Ms. Girot a 50%

⁵ See Exhibit C, Attachment 2.

⁶ See Exhibit C, Attachment 3.

⁷ See Exhibit C, Attachment 4.

⁸ See Exhibit C, Attachment 5.

⁹ See *id.*

¹⁰ See Exhibit A; *see also* Exhibit C, Attachment 6.

interest in the Subject Property.¹¹ After Mr. Thibodeaux's passing, Ms. Girot maintained payment of taxes on the property, until she sold her interest in same to Plaintiff.¹² Moreover, the Van Zandt County Appraisal District has listed Louis Thibodeaux and Lisa Girot as the record title owners of the Subject Property since Mr. Thibodeaux's death and subsequent will probate.¹³

7. Plaintiff purchased the Subject Property from Lisa Leger Girot, Patricia Moore Barclay, and James T. Moore, III via Warranty Deed with Vendor's Lien filed at Instrument No. 2022-007473 of the Official Public Records of Van Zandt County, Texas on or around June 24, 2022.¹⁴ Plaintiff subsequently began paying taxes on the Subject Property.¹⁵

8. Defendant has been a squatter on a portion of the Subject Property, specifically 540 Van Zandt County Road 2916, Eustace, Texas 75124.¹⁶ At or around the time of the conveyance to Plaintiff, Ms. Girot informed Robert Dow, Plaintiff's Manager and Registered Agent, that she was aware that Defendant occupied a portion of the Subject Property both before and after she acquired title to same, with permission.¹⁷ Ms. Girot also informed Mr. Dow that Mr. Thibodeaux, her predecessor-in-title, had attempted to convey the Subject Property to Defendant in March of 2017, but that Defendant refused to accept same.¹⁸

9. As a result, once Plaintiff purchased the Subject Property, Defendant was sent a Notice to Vacate on June 30, 2022 that requested Defendant to vacate the Subject Property as required under Texas Property Code Sections 24.005 and 91.001.¹⁹ Defendant received the Notice

¹¹ See Exhibit C, Attachment 7.

¹² See Exhibit A; *see also* Exhibit B, Attachments 1 & 2.

¹³ See Exhibit E.

¹⁴ See Exhibit B, Attachment 1.

¹⁵ See Exhibit B, Attachment 2.

¹⁶ See Exhibit B.

¹⁷ See Exhibit A; *see also* Exhibit B.

¹⁸ See Exhibit A; *see also* Exhibit B.

¹⁹ See Exhibit C, Attachment 1.

on July 14, 2022.²⁰ Six (6) days later, on July 20, 2022, Defendant filed an invalid Warranty Deed at Instrument No. 2022-008580 in the Official Public Records of Van Zandt County, Texas which he alleges granted him title to the Subject Property in March of 2017.²¹

IV. TRADITIONAL SUMMARY JUDGMENT STANDARD

10. Under Texas law, this Court may grant summary judgment if no genuine issue of material fact exists, and the movant is entitled to summary judgment as a matter of law. Tex. R. Civ. P. 166a(c); *Nixon v. Prop. Mgmt. Co.*, 690 S.W.2d 546, 548-549 (Tex. 1985) (citing *Montgomery v. Kennedy*, 669 S.W.2d 309, 310-11 (Tex. 1984); *Wilcox v. St. Mary's University of San Antonio*, 531 S.W.2d 589, 592-93 (Tex. 1975)).

11. Plaintiff is entitled to summary judgment on its claims for declaratory relief and suit to quiet title because the undisputed facts in this case and Plaintiff's summary-judgment evidence conclusively establish Plaintiff's ownership of and possessory rights to the Subject Property. As such, Plaintiff is entitled to summary judgment as a matter of law.

VII. ARGUMENT AND AUTHORITIES

A. Declaratory Judgment

12. The purpose of a declaratory judgment action is to establish existing rights, status or other legal relationships. *City of El Paso v. Heinrich*, 284 S.W.3d 366, 370 (Tex. 2009). Defendant asserts its declaratory judgment and moves the Court for a judicial determination pursuant to Chapter 37 of the Tex. Civ. Prac. & Rem. Code § 37.002 (a-b), which provides the

²⁰ See *id.*

²¹ See Exhibit C, Attachment 8.

purpose of [the DJA] “is to settle and to afford relief from uncertainty and insecurity with respect to rights, status, and other legal relations.” *Id.*

13. Plaintiff adopts and incorporates the foregoing paragraphs herein for all purposes. As outlined above, Plaintiff is the sole owner of the Subject Property under the Warranty Deed filed at Instrument No. 2022-007473 of the Official Public Records of Van Zandt County, Texas on or around June 24, 2022. As such, Plaintiff moves the Court to declare the above-referenced documents and deeds, in particular the 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, as conveying superior title and possession of the Subject Property to Plaintiff.

B. Suit to Quiet Title

14. In a suit to quiet title, the plaintiff must establish (1) an interest in a specific property, (2) title to the property that is affected by a claim by the defendant, and (3) the claim, although facially valid, is invalid or unenforceable. *Johnson v. Williams*, No. 01-05-00445-CV, 2006 WL 1653656 (Tex. App.—Houston [1st Dist.] June 15, 2006, pet. denied) (mem. op). The plaintiff must prove, as a matter of law, that he has a right of ownership and that the adverse claim or encumbrance is a cloud on the title that equity will remove. *Id.*

15. Plaintiff adopts and incorporates the foregoing paragraphs herein for all purposes. First, as outlined above, Plaintiff has an interest in the Subject Property as Lisa Leger Girot, Patricia Moore Barclay, and James T. Moore, III conveyed their interests in said property to Plaintiff on or around June 24, 2022 via Warranty Deed with Vendor’s Lien filed at Instrument

No. 2022-007473 of the Official Public Records of Van Zandt County, Texas.²² Note, the interest conveyed by the respective grantors was declared valid by judicial orders.²³

16. As to the second element, Defendant has now placed a cloud on Plaintiff's title based on the invalid Warranty Deed filed by Defendant on July 20, 2022.²⁴ In this connection, said Warranty Deed is invalid and unenforceable as Plaintiff was a bona fide purchaser when it acquired the Subject Property. Under Texas law, a bona fide purchaser of property prevails over a holder of a prior, unrecorded deed in the same property. *See*, Tex. Prop. Code §13.001; *Madison v. Gordon*, 39 S.W.3d 604, 606 (Tex. 2001); *Wells v. Kansas Univ. Endowment Ass'n*, 825 S.W.2d 483, 486 (Tex. App.---Houston 1992, writ denied). A bona fide purchaser is one who acquires property in good faith, for value, and without actual or constructive notice of any third-party claim or interest. *Madison*, 39 S.W.3d at 606.

17. Here, Plaintiff purchased the Subject Property in good faith and for value.²⁵ Plaintiff also purchased the Subject Property without actual or constructive notice of Defendant's alleged interest in same. Indeed, when Plaintiff purchased the Subject Property, it had no actual knowledge of the deed Defendant filed in July 2022.²⁶ Furthermore, as indicated above, at the time of the conveyance to Plaintiff, Ms. Girot informed Plaintiff that she was aware Defendant was occupying a portion of the Subject Property, and that Defendant had never challenged her ownership of the Subject Property, which is further evidenced by the fact that Defendant never filed the deed he recently filed in July 2022, and the fact that Ms. Girot had been paying taxes on the property since Mr. Thibodeaux's passing.²⁷

²² *See* Exhibit B, Attachment 1.

²³ *See* Exhibit C, Attachment 5 & 7.

²⁴ *See* Exhibit C, Attachment 8.

²⁵ *See* Exhibit B; Exhibit B, Attachment 1.

²⁶ *See* Exhibit B.

²⁷ *See* Exhibit A; Exhibit B.



18. Ms. Girot also informed Plaintiff's representative that in or around March 2017, her predecessor-in-title, Mr. Thibodeaux, attempted to convey the Subject Property to Defendant, but Defendant refused the attempted transfer.²⁸ To this point, the deed purporting to convey the Subject Property to Defendant, which was refused, was never recorded (until July 2022). Meanwhile Mr. Thibodeaux's interest was subsequently inherited by Ms. Girot at Mr. Thibodeaux's death because after Defendant's refusal, Mr. Thibodeaux left his interest in the Subject Property to Ms. Girot.²⁹ Stated otherwise, until July 2022, Plaintiff had no knowledge of the deed's existence. As a result, the deed filed by Defendant is void as to Plaintiff, a bona fide purchaser of the Subject Property *before* Defendant filed his deed. As such, Plaintiff is entitled to judgment as to legal title and possession of the Subject Property as a matter of law.

VIII. **ATTORNEY'S FEES**

19. Plaintiff further moves the Court for an award of attorney's fees pursuant to Texas Civil Practice and Remedies Code § 37.009.³⁰

IX. **CONCLUSION**

20. The evidence attached hereto demonstrates that there is no genuine issue of material fact that Plaintiff has full and complete legal title to the Subject Property as Plaintiff acquired same as a bona fide purchaser. Accordingly, Plaintiff is entitled to judgment as a matter of law on its declaratory judgment and suit to quiet title claims and moves the Court to declare that Plaintiff's

²⁸ See Exhibit A.

²⁹ See Exhibit C, Attachments 7 & 8.

³⁰ See Exhibit D.

deed is valid and conveys full and complete legal title to Plaintiff, unencumbered by any interests asserted by Defendant.

PRAYER

WHEREFORE PREMISES CONSIDERED, Plaintiff prays the Court set this *Traditional Motion for Summary Judgment* for hearing by submission, and upon completion of same, grant the relief requested hereinabove and order judgment as a matter of law in favor of Plaintiff. Plaintiff further prays for any and all relief, general and specific, to which it may be justly entitled.

Respectfully submitted,

FLOWERS DAVIS, P.L.L.C.
1021 ESE Loop 323, Suite 200
Tyler, Texas 75701
(903) 534-8063
(903) 534-1650 Facsimile

/s/ Katryna R. Watkins
KATRYNA R. WATKINS
State Bar No. 24106554
krw@flowersdavis.com

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above and foregoing instrument has been served on Defendant via electronic service manager on this the 20th day of October 2022.

/s/ Katryna R. Watkins
KATRYNA R. WATKINS

Plaintiff's Traditional Motion for Summary Judgment
CN: 22-00105; CSD VAN ZANDT LLC V. BIRNBAUM
Van Zandt County, Texas

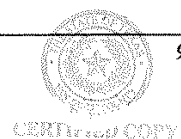


EXHIBIT A



AFFIDAVIT

STATE OF LOUISIANA

PARISH OF CALCASIEU

BEFORE ME, the undersigned authority, personally came and appeared LISA LEGER GIROT, who after being duly sworn, did depose and say:

That She is very familiar with the property described as follows, to-wit:

149.000, ABST 978, SUR: P YOUNG (R000032761)
18.000, ABS: 978, SUR: YOUNG (R000019734)
Records of VAN ZANDT COUNTY, TEXAS.

That the affiant was acquainted with Louis (nmn) Thibodeaux. Mr. Thibodeaux was a resident of Van Zandt County up until approximately December 2012. He then moved to Sulphur, Louisiana, where he resided up until he became a resident of the Southwest Louisiana Veteran's Home, located in Jennings, Louisiana, until his demise, October 29, 2019. Mr. Thibodeaux and his then wife (now deceased) acquired title to the herein described property by virtue of a Deed bearing #700978058000, volume 1710, page 590, from Udo H Birnbaum. To my knowledge, title remained unchanged with the exception of his wife's death and subsequently his death. In March of 2017, Mr. Thibodeaux attempted to give the above-described property to Mr. Birnbaum, but Mr. Birnbaum refused to accept same property for personal reasons. Mr. Louis Thibodeaux left a Last Will & Testament leaving all his possessions to myself. Mr. Thibodeaux married once, to Gwen Wright, the union produced no children. Since I acquired title to the herein described property, Mr. Birnbaum has never challenged my ownership of the property or sought to execute a written lease agreement with me.

Mr. Thibodeaux was referred to me as a client by Chris Duncan, the Mayor of Sulphur, to assist him in his affairs early 2017. Mr. Thibodeaux was a Veteran of the Korean war. I serve on the Mayor's Armed Forces Committee and do volunteer work for Veterans. This is how I came to know Mr. Thibodeaux. Through the years I assisted him in numerous matters. In March 2018, Mr. Thibodeaux granted me Power of Attorney as he was becoming increasingly ill and unable to manage his affairs. Some of the tasks I performed were paying his bills, helping with Oil/Gas leases, having repairs performed on his home, taking him to the VA Clinic for doctor visits, eye exams, dental services-etc, helping manage his meds, balancing his checking account and numerous other tasks. I assisted him in selling his home in Sulphur when he became too ill to live alone even with the assistance of a caretaker. I was appointed his trustee when I had him (at his request) admitted to the Veteran's Home in Jennings, and in the end I am the one who arranged for his body to be delivered (his request) to Baylor College of Medicine, and subsequently cremated. I continue to maintain numerous files and records he imparted to me.



The affiant has personally known Louis Thibodeaux and has known him to farm, pay taxes, occupy and have actual, corporeal and uninterrupted possession of the property. Since Mr. Thibodeaux's passing, I have maintained payment of taxes on the property.

Sworn to and subscribed before me, Notary Public, in Sulphur, Calcasieu Parish, Louisiana, on this 5th day of August, 2022.

Lisa L. Girot
LISA L. GIROT

Donna L. Brown
NOTARY PUBLIC

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



CERTIFIED COPY

EXHIBIT B



CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§
§
§
§
§
§
§

IN THE DISTRICT COURT

294TH JUDICIAL DISTRICT

VAN ZANDT COUNTY, TEXAS

AFFIDAVIT OF ROBERT DOW

STATE OF TEXAS

COUNTY OF DALLAS

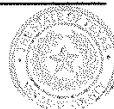
Before me, the undersigned notary public, on this day personally appeared Robert Dow,
who after being duly sworn, on his oath stated:

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

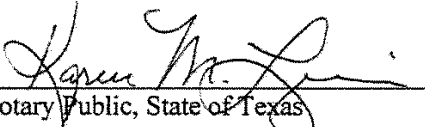


Affidavit of Robert Dow
Van Zandt County, Texas

CERTIFIED COPY

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



Attachment 1



CERTIFIED COPY

Document No. 2022-007473

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



CERTIFIED COPY



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

Warranty Deed with Vendor's Lien, Page 1
GF437981



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.

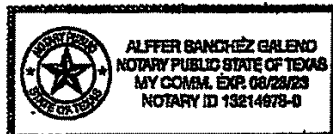
SANGER BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of SANGER BANK and are transferred to SANGER BANK,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

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


PATRICIA MOORE BARCLAY

STATE OF TEXAS §
COUNTY OF Van Zandt §

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



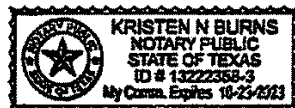

NOTARY PUBLIC, STATE OF TEXAS



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

Warranty Deed with Vendor's Lien, Page 3
GF437981



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

Warranty Deed with Vendor's Lien, Page 4
GF437981



CERTIFIED COPY

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. Bynbaum, 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 Lindsey 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 Bummy E. Anderson to Brady Irwin and Sharon Irwin, dated June 28, 2020 and recorded in Document No. 2020-085698 bears North 64 deg. 24 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 105.73 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. 68 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 1,490.81 feet and continuing for a total distance of 1,866.20 feet to the POINT OF BEGINNING AND CONTAINING 148.12 ACRES OF LAND.



Attachment 2



PAY TO THE ORDER OF - Van Zandt Appraisal District - \$ 1,214.17
one thousand two hundred fourteen and 17/100 DOLLARS

PANOLA HOLDINGS LLC
CSD VAN ZANDT LLC
P.H. (940) 218-6680
6115 OWENS ST. SUITE 201
DALLAS, TX 75235

88-1730/1119
DATE 10/11/2022

1009

SANGER BANK
PH. 940-459-4600
P.O. BOX 1029
SANGER, TEXAS 76266

PH. 940-672-9600
P.O. BOX 679
BOWIE, TEXAS 76230

MEMO R32761

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.



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ENDORSE HERE

☐ CHECK HERE FOR MOBILE OR REMOTE DEPOSIT ONLY

AT _____ DATE _____
NAME OF FINANCIAL INSTITUTION
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

Where available, security features suggested industry guidelines		AS-BC
Chemical-Sensitive Paper	• Stains or spots may appear if chemical Chances with exposure and abrasion attempts to remove	
Water-Adhesive Protection	• Check for signs of damage or discoloration from water. Damage is visible when the adhesive is removed.	
Optical Document Bank Photo	• Discourages counterfeiters' alterations	
Microprinting	• All small type in check references appear as dotted lines when copied.	
Heat-Sensitive Ink	• Hot red image will disappear or become un- clear. The image will fade and disappear.	
Hologram	• Multi-dimensional foil used to check serial. Cannot be photocopied.	
True Watermark	• Hold check to a light source to view. Cannot be photocopied.	
Anti-Copy Technology	• Document made with technology to prevent most copiers from creating a usable copy.	

Available on select High Security Checks.
© Product design is a registered mark of the Check Payment Systems Association.



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VAN ZANDT APPRAISAL DISTRICT
P O BOX 926
CANTON TX 75103

2022 TAX STATEMENT

1/1

PENALTY & INTEREST IF PAID AFTER JANUARY 31ST
FEB MAR APR MAY JUN JUL
07% 09% 11% 13% 15% 18%
* IF NOT PAID PRIOR TO JULY 1ST, ADDITIONAL
ATTORNEY FEES MAY APPLY

PHONE: (903) 567-6171

*ADD'L FEES MAY INCLUDE, BUT ARE NOT LIMITED TO: LATE FILING,
PENALTIES, INTERESTS, ATTORNEY, OR ANY APPLICABLE COST OR FEE

CSD VAN ZANDT LLC
6115 OWENS ST, STE 201
DALLAS, TX 75235

IF PAYMENT RECEIVED IN ->

IF PAID IN	*ADDN FEES	AMOUNT DUE
OCT OF 2022	0.00	1,214.17
NOV OF 2022	0.00	1,214.17
DEC OF 2022	0.00	1,214.17
JAN OF 2023	0.00	1,214.17
FEB OF 2023	84.99	1,299.16
MAR OF 2023	109.28	1,323.45



SR32751

10/4/2022 OFFICE USE ONLY

PROPERTY IDENTIFICATION		(1)	LEGAL DESCRIPTION			VALUATION		SUMMARY	
PROP ID: R000032761			ABST: 978, SUR: P YOUNG, ACRES: 148.120			IMPROVEMENT	186,010	APPRAISED	1,164,050
GEOID: 070.0978.0580.0000.0000						LAND	12,560	LESS PROD	-940,320
SITUS: 540 VZ COUNTY ROAD 2916						PRODUCTION	965,480	ASSESSED	223,730
YEAR	TAXING ENTITIES		EXEMPTIONS	TAXABLE	TAX RATE	TAX AMT	TAX DUE	*ADDN FEES	TOTAL DUE
2022	234 VAN ZANDT COUNTY		0	223,730	.3426938	766.71	766.71	0.00	766.71
2022	ESD3 EMERGENCY SERVICE DIST 3		0	223,730	.1000000	223.73	223.73	0.00	223.73
2022	SRT VZC SPECIAL ROAD TAX		0	223,730	.1000000	223.73	223.73	0.00	223.73
							\$1,214.17	\$0.00	\$1,214.17

For real property, by tax unit, the current tax year and each preceding five tax years: (a) appraised and taxable value (b) total tax rate (c) amount of taxes imposed (d) difference expressed as pct increase or decrease

ENTITY	CHANGE% SYR APPR	TAXBL	RATE	TAX	CHANGE% SYR TAX															
234	100.3	52.56	-13.5	1.350	8.202															
ESD3	100.3	52.56	25.31	91.17	78.10															
SRT	100.3	52.56	0	52.56	33.92															
2017 APPRAISED VALUE 559,500																				
2018 APPRAISED VALUE 564,370																				
2019 APPRAISED VALUE 774,200																				
2020 APPRAISED VALUE 796,970																				
2021 APPRAISED VALUE 843,500																				
ENTITY	TAXABLE	RATE	TAX	%CHG	TAXABLE	RATE	TAX	%CHG	TAXABLE	RATE	TAX	%CHG	TAXABLE	RATE	TAX	%CHG	TAXABLE	RATE	TAX	%CHG
234	146650	0.5158	756.49	9.901	184280	0.5159	950.60	25.05	182730	0.5142	939.66	-1.15	173730	0.5140	861.24	-8.25	167050	0.4234	707.41	-17.1
ESD3	146650	0.0798	117.03	3.568	184280	0.0798	147.06	25.66	182730	0.0798	144.72	-1.59	173730	0.0770	136.11	-4.56	167050	0.0752	125.62	-9.04
SRT	146650	0.1000	146.65	3.566	184280	0.1000	184.28	25.65	182730	0.0803	180.73	-8.84	173730	0.1008	179.37	-1.83	167050	0.1000	167.05	-9.88

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED, AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS DOCUMENT AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES. IF THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE TAX OFFICE REGARDING A RIGHT YOU MAY HAVE TO ENTER INTO AN INSTALLMENT AGREEMENT DIRECTLY WITH THE TAX OFFICE FOR THE PAYMENT OF THESE TAXES.

1. IF YOUR MORTGAGE COMPANY PAYS YOUR TAXES, THEN MAIL THIS STATEMENT TO THEM.
2. FOR OVER 65 OR DISABLED HOMESTEAD ONLY, 1/4 PAYMENT OPTION IS AVAILABLE. YOU MUST PROVIDE WRITTEN NOTICE OF INTENT TO PAY BY INSTALLMENT BEFORE THE INITIAL DELINQUENCY DATE, AND PAY 1/4 OF THE BASE TAX AMOUNT BEFORE FEB 1ST AND THREE EQUAL INSTALLMENTS BEFORE APRIL 1, JUNE 1, AND AUGUST 1 TO AVOID PENALTY AND INTEREST.

FOR ONLINE PAYMENT OPTION VISIT WWW.VZCAD.ORG OR CALL 1-866-549-1010 (USE BUREAU CODE 8869110)

FOR RETURN RECEIPT ENCLOSE A SELF ADDRESSED STAMPED ENVELOPE. PLEASE RETURN BOTTOM PORTION WITH PAYMENT.

☐ CHECK IF INFORMATION BELOW HAS CHANGED

CSD VAN ZANDT LLC
6115 OWENS ST, STE 201
DALLAS, TX 75235

IF PAYMENT RECEIVED IN ->

IF PAID IN	*ADDN FEES	AMOUNT DUE
OCT OF 2022	0.00	1,214.17
NOV OF 2022	0.00	1,214.17
DEC OF 2022	0.00	1,214.17
JAN OF 2023	0.00	1,214.17
FEB OF 2023	84.99	1,299.16
MAR OF 2023	109.28	1,323.45

MAKE PAYABLE AND REMIT PAYMENT TO

TOTAL AMOUNT ENCLOSED \$

VAN ZANDT APPRAISAL DISTRICT
P O BOX 926
CANTON TX 75103



CERTIFIED COPY



SR32751

10/4/2022 OFFICE USE ONLY

1/1

 UNITED STATES POSTAL SERVICE®		Click-N-Ship®	
P	usps.com \$10.20 US POSTAGE Legal Flat Rt Env	9405 5036 9930 0368 1899 27 0102 0000 0017 5103 U.S. POSTAGE PAID 10/11/2022	
	Mailed from 75220 986780198917865		
	PRIORITY MAIL®		
ROBERT O DOW GLO STE 130 4347 W NORTHWEST HWY DALLAS TX 75220-3866		Expected Delivery Date: 10/12/22 0000 B008	
 VAN ZANDT APPRAISAL DISCTRICK PO BOX 926 CANTON TX 75103-0926			
USPS TRACKING # 			
9405 5036 9930 0368 1899 27			
Electronic Rate Approved #038555749			



PANOLA HOLDINGS LLC
CSD-VAN ZANDT LLC
PH. (940) 218-8880
6115 OWENS ST. SUITE 201
DALLAS, TX 75235

88-1730/1119 1010

DATE 10/12/2022

PAY TO THE ORDER OF Peggy Goodall \$2804.88

Two thousand eight hundred + 88/100 DOLLARS

 **SANGER BANK**
PH. 940-455-4600 PH. 940-872-9500
P.O. BOX 1029 P.O. BOX 979
SANGER, TEXAS 76266 BOWIE, TEXAS 76230

MEMO 070-0978-0580-0000-0000

LOOK FOR PHASE-DEVELOPING PROCEDURES INCLUDING THE SECURITY TAGS AND MICRO-REACTIVE INK. DETAILS ON BACK.



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☐ CHECK HERE FOR MOBILE OR REMOTE DEPOSIT ONLY

AT _____ DATE _____
NAME OF FINANCIAL INSTITUTION
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

Without Available, security features exceed industry guidelines.		RS-100
Chemically Sensitive Paper and Chemical Wash Detection Area	• Stains or spots may appear if chemical alteration attempts are made.	
Toner Adhesion/Particle Size	• Chemically sensitive paper resists toner removal through rubbing or abrasion.	
Original Document Bank Feature	• Microscopic security patterns.	
Microprinting	• If Small text or lines of text appear as dotted lines when viewed.	
Heat Sensitive Ink	• Used for marking with finger or thumb on the back of the card and message.	
Hologram	• Multi-colored foil used to check document authenticity.	
True Watermark	• Hold card to a light source to view. Can not be photocopied.	
Anti Copy Technology*	• Document made with technology to prevent most copies from creating a usable copy.	
*Available on select High Security Checks.		
© 2000 Security Systems Association		



Henderson County Tax Assessor/Collector

2022 TAX STATEMENT

PEGGY GOODALL, TAX ASSESSOR
125 N. PRAIRIEVILLE #103
ATHENS, TEXAS 75751
PHONE: (903) 675-6134

Account Number 070-0978-0580-0000-0000		Property Description	
LIMITED TXBL VALUE---> 223,730 RATIO OF ASSESSMENT, 100% ACRES:148.120, ABST: 978, SUR: P YOUNG, LOC-000540 VZ COUNTY ROAD 2916		TYPE-E1 PCT OWN-100.000 ACRES- 148.120	
Market Value	Improvements	Agriculture Value	Non-Ag Value
978,040	186,010	25,160	12,560
			Taxable Before Exemptions
			223,730
Taxing Entity	RS	65/DIS	DV
ATHENS ISD			
PLEASE PAY THE AMOUNT DUE FROM THE CHART BELOW ...			
TAXABLE	RATE	TAX DUE	MO
223,730	1.2536900	2,804.88	OCT
			NOV
			DEC
			JAN
			FEB
			IF PAID IN JANUARY
			ACCT TOTAL
			2,804.88

STMT-023221 ***TO VIEW AND PAY TAXES ON-LINE GO TO WWW.HENDERSONCOUNTYONLINE.NET*** *-Additional fees may apply

Return this portion with your payment



Make Checks Payable To:
PEGGY GOODALL, TAC
125 N. PRAIRIEVILLE #103
ATHENS, TEXAS 75751
PHONE: (903) 675-6134

37505

CSD VAN ZANDT LLC
6115 OWENS ST, STE 201
DALLAS, TX 75235-6758

Please pay the amount due according to the chart below:		
Month	DIS/PEN	Amount Due
OCT		2,804.88
NOV		2,804.88
DEC		2,804.88
JAN		2,804.88
7% FEB	196.34	3,001.22
9% MAR	252.44	3,057.22



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ACCT#
070-2978-0580-0000-0000

STRT# 2022 023221

A COMPARISON OF TAXES FOR THE CURRENT TAX YEAR VERSUS THE PRECEDING 5 YEARS

2022 Appr Value 223,730 |

ENT TAXABLE RATE LEVY % CHG|

AT 223,730 .012536 2,804.88 32.09|

2021 Appr Value 187,050 |

ENT TAXABLE RATE LEVY % CHG|

AT 187,050 .012710 2,123.36 -11.36|

2020 Appr Value 179,370 |

ENT TAXABLE RATE LEVY % CHG|

AT 179,370 .013355 2,395.65 -4.24|

2019 Appr Value 182,730 |

ENT TAXABLE RATE LEVY % CHG|

AT 182,730 .013690 2,501.74 -5.49|

2018 Appr Value 184,280 |

ENT TAXABLE RATE LEVY % CHG|

AT 184,280 .014364 2,647.13 25.66|

2017 Appr Value 146,650 |

ENT TAXABLE RATE LEVY % CHG|

AT 146,650 .014364 2,106.58

A COMPARISON OF SCHOOL MAINTENANCE AND OPERATIONS RATES FOR THE PRECEDING 5 YEARS

ATHENS ISD

YEAR M&O RATE

2022 .0085460

2021 .0087200

2020 .0093650

2019 .0087000

2018 .0103738

2017 .0103738

M&O TAX

1,911.99

1,456.67

1,679.80

1,772.44

1,911.68

1,521.31

PCT

31.25

-13.28

-5.22

-7.28

25.66

.0039909

.0039909

.0039909

.0039909

.0039909

.0039909

I&S RATE

892.89

866.69

715.55

729.26

735.45

585.27



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1. The deadline to pay your taxes is January 31, 2023. Unpaid taxes are considered delinquent February 1st.
2. If you failed to receive a bill on all of your property, please contact the Tax Office immediately. (Failure to receive a bill does not allow for penalties & interest to be waived.)
3. To view & pay taxes online, go to www.hendersoncountyonline.net. (A convenience fee will be added to any online payment.)
4. If you would like to receive a receipt, please enclose a self-addressed, stamped envelope with your payment.
5. If you have an Over-65 or Disability Homestead exemption, you may pay your home tax in 4 installments, without penalties & interest. (The first payment is due before January 31st.)
6. You may write one check for the taxes on multiple properties. Please enclose the stubs from the tax statement(s) with your payment.
7. You may pay your taxes at any of the three Henderson County Tax Office locations: Athens, Chandler & Seven Points.
8. Please contact the Tax Office for any question that you have about your property taxes, at (903) 675-6134.

 UNITED STATES POSTAL SERVICE®		Click-N-Ship®	
P	usps.com 9405 5036 9930 0369 5611 59 0102 0000 0027 5751 910.28 US POSTAGE Legal Post Rtn Gov		
	 		
	10/12/2022 Mailed from 75220 999790024853250		
PRIORITY MAIL®			
ROBERT O DOW GLO STE 130 4347 W NORTHWEST HWY DALLAS TX 75220-3986		Expected Delivery Date: 10/14/22 0000	
		C002	
	PEGGY GOODALL HENDERSON COUNTY APPRAISAL DISTRICT 125 N PRAIRIEVILLE ST STE 103 ATHENS TX 75751-2070		
USPS TRACKING #			
			
9405 5036 9930 0369 5611 59			
Electronic Rate Approved #038555749			

Do Not Remove This Label From Package

X



EXHIBIT C



CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§
§
§
§
§
§
§

IN THE DISTRICT COURT

294TH JUDICIAL DISTRICT

VAN ZANDT COUNTY, TEXAS

AFFIDAVIT OF COREY R. KELLAM

STATE OF TEXAS

COUNTY OF Smith

§
§
§

Before me, the undersigned notary public, on this day personally appeared Corey R. Kellam, who after being duly sworn, on his oath stated:

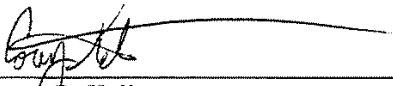
1. "My name is Corey R. Kellam. I am over 18 years of age, of sound mind, and capable of making this Affidavit. I have not been convicted of a felony or crime involving moral turpitude.
2. I have reviewed *Plaintiff's Traditional Motion for Summary Judgment* and have personal knowledge of all facts contained therein, which are true and correct.
3. Attached hereto as Attachments 1-8 are the: (1) Notice to Vacate Letter Sent to Defendant on June 30, 2022 and USPS Green Card; (2) Warranty Deed Conveying Subject Property from T. C. Travis and Carolyn Ann Travis to Defendant; (3) Warranty Deed Conveying Subject Property from Defendant to Gwendolyn Wright Thibodeaux; (4) Corrected Heirship Affidavit Concerning Gwendolyn Wright Thibodeaux; (5) Judgment Declaring Heirship of Gwendolyn Wright Thibodeaux; (6) Last Will and Testament of Louis Thibodeaux; (7) Order to Probate and Execute Notarial Testament of Louis Thibodeaux; and (8) Warranty Deed Purporting to Convey Subject Property from Louis Thibodeaux to Defendant. 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."

Affidavit of Corey R. Kellam
Van Zandt County, Texas

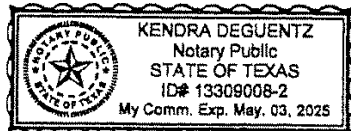


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Affiant further sayeth not.


Corey R. Kellam

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on this the 20th day of October 2022 to certify which witness my hand and seal of office.




Notary Public, State of Texas

Affidavit of Corey R. Kellam
Van Zandt County, Texas



Attachment 1





FLOWERS DAVIS

CELIA C. FLOWERS*

* BOARD CERTIFIED, OIL, GAS & MINERAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
* BOARD CERTIFIED, RESIDENTIAL REAL ESTATE LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
* BOARD CERTIFIED, PROPERTY OWNERS ASSOCIATION LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
* BOARD CERTIFIED, CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

MELANIE S. REYES

* BOARD CERTIFIED, OIL, GAS & MINERAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
LICENSED TO PRACTICE LAW IN TX AND NM

ALAN W. TOMME

J. SCOTT MILLER

CATHERINE CHESLEY GOODGION

* LICENSED TO PRACTICE BEFORE THE
UNITED STATES PATENT AND TRADEMARK OFFICE

WILLIAM R. KNIGHT, JR.

MAYA P. JEDLICKA

KATRYNA R. WATKINS

TUCKER B. ROYALL

ANDREW SCHWING

* LICENSED TO PRACTICE LAW IN TX AND LA

COREY R. KELLAM

A.D. (DEAN) CHAPMAN, OF COUNSEL

ELLIS G. VICKERS, OF COUNSEL*

* LICENSED TO PRACTICE LAW IN NEW MEXICO AND TEXAS
* NEW MEXICO BOARD OF LEGAL SPECIALIZATION RECOGNIZED
SPECIALIST IN NATURAL RESOURCES - OIL & GAS LAW

Attorneys at Law

1021 ESE LOOP 323, SUITE 200
TYLER, TEXAS 75701
MAIN TELEPHONE: (903) 534-8063
FACSIMILE: (903) 534-1650

IMMIGRATION (903) 592-8186

WWW.FLOWERSDAVIS.COM

LONGVIEW OFFICE:
1516 JUDSON ROAD
LONGVIEW, TEXAS 75601
TELEPHONE: (903) 757-8900
FACSIMILE: (903) 757-8902

ROBERT S. DAVIS

CHAD C. ROOK

LEE I. CORREA

ROBIN H. O'DONOGHUE

J. MITCHELL BEARD

STEVE M. MASON

JOHN "JACK" R. FULGHAM

THOMAS H. BUCHANAN, OF COUNSEL

PRESTON W. MCGEE*

* BOARD CERTIFIED, PERSONAL INJURY TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
* BOARD CERTIFIED, CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

VIRGINIA D. YOUNG

DANIEL C. ROSS

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



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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



PROPERTY CODE

TITLE 4. ACTIONS AND REMEDIES

CHAPTER 24. FORCIBLE ENTRY AND DETAINER

Sec. 24.005. NOTICE TO VACATE PRIOR TO FILING EVICTION SUIT. (a) If the occupant is a tenant under a written lease or oral rental agreement, the landlord must give a tenant who defaults or holds over beyond the end of the rental term or renewal period at least three days' written notice to vacate the premises before the landlord files a forcible detainer suit, unless the parties have contracted for a shorter or longer notice period in a written lease or agreement. A landlord who files a forcible detainer suit on grounds that the tenant is holding over beyond the end of the rental term or renewal period must also comply with the tenancy termination requirements of Section 91.001.

(b) If the occupant is a tenant at will or by sufferance, the landlord must give the tenant at least three days' written notice to vacate before the landlord files a forcible detainer suit unless the parties have contracted for a shorter or longer notice period in a written lease or agreement. If a building is purchased at a tax foreclosure sale or a trustee's foreclosure sale under a lien superior to the tenant's lease and the tenant timely pays rent and is not otherwise in default under the tenant's lease after foreclosure, the purchaser must give a residential tenant of the building at least 30 days' written notice to vacate if the purchaser chooses not to continue the lease. The tenant is considered to timely pay the rent under this subsection if, during the month of the foreclosure sale, the tenant pays the rent for that month to the landlord before receiving any notice that a foreclosure sale is scheduled during the month or pays the rent for that month to the foreclosing lienholder or the purchaser at foreclosure not later than the fifth day after the date of receipt of a written notice of the



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name and address of the purchaser that requests payment. Before a foreclosure sale, a foreclosing lienholder may give written notice to a tenant stating that a foreclosure notice has been given to the landlord or owner of the property and specifying the date of the foreclosure.

(c) If the occupant is a tenant of a person who acquired possession by forcible entry, the landlord must give the person at least three days' written notice to vacate before the landlord files a forcible detainer suit.

(d) In all situations in which the entry by the occupant was a forcible entry under Section 24.001, the person entitled to possession must give the occupant oral or written notice to vacate before the landlord files a forcible entry and detainer suit. The notice to vacate under this subsection may be to vacate immediately or by a specified deadline.

(e) If the lease or applicable law requires the landlord to give a tenant an opportunity to respond to a notice of proposed eviction, a notice to vacate may not be given until the period provided for the tenant to respond to the eviction notice has expired.

(f) Except as provided by Subsection (f-1), the notice to vacate shall be given in person or by mail at the premises in question. Notice in person may be by personal delivery to the tenant or any person residing at the premises who is 16 years of age or older or personal delivery to the premises and affixing the notice to the inside of the main entry door. Notice by mail may be by regular mail, by registered mail, or by certified mail, return receipt requested, to the premises in question.

(f-1) As an alternative to the procedures of Subsection (f), a landlord may deliver the notice to vacate by securely affixing to the outside of the main entry door a sealed envelope that contains the notice and on which is written the tenant's name, address, and in all capital letters, the words "IMPORTANT DOCUMENT" or substantially similar language and, not later than 5 p.m. of the same day, depositing in the mail in the same



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county in which the premises in question is located a copy of the notice to the tenant if:

(1) the premises has no mailbox and has a keyless bolting device, alarm system, or dangerous animal that prevents the landlord from entering the premises to affix the notice to vacate to the inside of the main entry door; or

(2) the landlord reasonably believes that harm to any person would result from personal delivery to the tenant or a person residing at the premises or from personal delivery to the premises by affixing the notice to the inside of the main entry door.

(f-2) Notice to vacate under Subsection (f-1) is considered delivered on the date the envelope is affixed to the outside of the door and is deposited in the mail, regardless of the date the notice is received.

(g) The notice period is calculated from the day on which the notice is delivered.

(h) A notice to vacate shall be considered a demand for possession for purposes of Subsection (b) of Section 24.002.

(i) If before the notice to vacate is given as required by this section the landlord has given a written notice or reminder to the tenant that rent is due and unpaid, the landlord may include in the notice to vacate required by this section a demand that the tenant pay the delinquent rent or vacate the premises by the date and time stated in the notice.

Acts 1983, 68th Leg., p. 3515, ch. 576, Sec. 1, eff. Jan. 1, 1984. Amended by Acts 1985, 69th Leg., ch. 891, Sec. 1, eff. Sept. 1, 1985; Acts 1989, 71st Leg., ch. 688, Sec. 3, eff. Sept. 1, 1989; Acts 1997, 75th Leg., ch. 1205, Sec. 2, eff. Sept. 1, 1997.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1198 (S.B. 1367), Sec. 1, eff. January 1, 2016.



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PROPERTY CODE

TITLE 8. LANDLORD AND TENANT

CHAPTER 91. PROVISIONS GENERALLY APPLICABLE TO LANDLORDS AND
TENANTS

Sec. 91.001. NOTICE FOR TERMINATING CERTAIN TENANCIES.

(a) A monthly tenancy or a tenancy from month to month may be terminated by the tenant or the landlord giving notice of termination to the other.

(b) If a notice of termination is given under Subsection (a) and if the rent-paying period is at least one month, the tenancy terminates on whichever of the following days is the later:

- (1) the day given in the notice for termination; or
- (2) one month after the day on which the notice is

given.

(c) If a notice of termination is given under Subsection (a) and if the rent-paying period is less than a month, the tenancy terminates on whichever of the following days is the later:

- (1) the day given in the notice for termination; or
- (2) the day following the expiration of the period beginning on the day on which notice is given and extending for a number of days equal to the number of days in the rent-paying period.

(d) If a tenancy terminates on a day that does not correspond to the beginning or end of a rent-paying period, the tenant is liable for rent only up to the date of termination.

(e) Subsections (a), (b), (c), and (d) do not apply if:

(1) a landlord and a tenant have agreed in an instrument signed by both parties on a different period of notice to terminate the tenancy or that no notice is required; or

- (2) there is a breach of contract recognized by law.



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Acts 1983, 68th Leg., p. 3625, ch. 576, Sec. 1, eff. Jan. 1,
1984. Amended by Acts 1985, 69th Leg., ch. 200, Sec. 3, eff.
Aug. 26, 1985.



PROPERTY CODE

TITLE 4. ACTIONS AND REMEDIES

CHAPTER 24. FORCIBLE ENTRY AND DETAINER

Sec. 24.006. ATTORNEY'S FEES AND COSTS OF SUIT. (a) Except as provided by Subsection (b), to be eligible to recover attorney's fees in an eviction suit, a landlord must give a tenant who is unlawfully retaining possession of the landlord's premises a written demand to vacate the premises. The demand must state that if the tenant does not vacate the premises before the 11th day after the date of receipt of the notice and if the landlord files suit, the landlord may recover attorney's fees. The demand must be sent by registered mail or by certified mail, return receipt requested, at least 10 days before the date the suit is filed.

(b) If the landlord provides the tenant notice under Subsection (a) or if a written lease entitles the landlord to recover attorney's fees, a prevailing landlord is entitled to recover reasonable attorney's fees from the tenant.

(c) If the landlord provides the tenant notice under Subsection (a) or if a written lease entitles the landlord or the tenant to recover attorney's fees, the prevailing tenant is entitled to recover reasonable attorney's fees from the landlord. A prevailing tenant is not required to give notice in order to recover attorney's fees under this subsection.

(d) The prevailing party is entitled to recover all costs of court.

Acts 1983, 68th Leg., p. 3516, ch. 576, Sec. 1, eff. Jan. 1, 1984. Amended by Acts 1985, 69th Leg., ch. 891, Sec. 1, eff. Sept. 1, 1985; Acts 1989, 71st Leg., ch. 688, Sec. 4, eff. Sept. 1, 1989; Acts 1997, 75th Leg., ch. 1205, Sec. 3, eff. Sept. 1, 1997.



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7014 2120 0001 7709 2678

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 88.125
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Sent to <u>Udo Birnbauer</u>	
Street & Apt. No. or PO Box No.	
City, State, ZIP+4	
PS Form 3800, July 2011 See Reverse for instructions	



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature ☒ <u>Bin Laden</u> ☐ Agent ☐ Addressee	
1. Article Addressed to: <u>Udo Birnbaum</u> <u>540 VZ County Road 2916</u> <u>Eustace, TX 75124</u>		B. Received by (Printed Name) <u>U. Birnbaum</u> C. Date of Delivery <u>7/14/11</u>	
2. PSN: <u>7014 2120 0001 7709 2678</u>		D. Is delivery address different from item 1? ☐ Yes ☒ No If YES, enter delivery address below: ☐ No	
3. Service Type ☐ Certified Mail® ☐ Priority Mail Express® ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ Collect on Delivery		4. Restricted Delivery? (Extra Fee) ☐ Yes	

PS Form 3811, July 2013

Domestic Return Receipt



CERTIFIED COPY

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

FLOWERS - DAVIS, P.L.L.C.
• Sender: Please place return address and ZIP in this box •
1021 ESE Loop 323, Suite 200
Tyler, TX 75701

FLOWERS DAVIS, P.L.L.C.
1021 ESE Loop 323, Suite 200
Tyler, TX 75701

JUL 12 2007

NDRE (ALW)

88.125



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Attachment 2



BATEMAN & GEORGE
ATTORNEYS AT LAW
214 SOUTH PALESTINE STREET
ATHENS, TEXAS 75751

#7512

WARRANTY DEED

VOL 964 PAGE 447

THE STATE OF TEXAS,
COUNTY OF VAN ZANDT

KNOW ALL MEN BY THESE PRESENTS:

That we, T. C. TRAVIS and wife, CAROLYN ANN TRAVIS,
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 us in hand paid
by UDO H. BIRNBAUM, as follows:

\$10.00 cash in hand paid, and other good and valuable
consideration this day paid to us all in cash by the said
Udo H. 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, unto the said UDO H. BIRNBAUM, of the County of
Dallas and State of Texas, all that certain tract or parcel of
land described as follows, to-wit:

Tract No. 1:

All that certain lot, tract or parcel of land, lying and
being situated in the County of Van Zandt, State of Texas, part
of the PLEASANT YOUNG SURVEY, Abst. No. 978, and more fully
described as follows, to-wit:

Being a part of certain lands out of said Young Survey,
conveyed by Archie Shelton et al to Eunice Pearson and C. H.
Paschall, by deed of April 16, 1962, and of record in Vol. 536,
Page 113, Deed Records of Van Zandt County, Texas.

BEGINNING at the occupied Northeast corner of said
Pearson and Paschall tract, said beginning point being by record
1250 vrs South from the Northeast corner of said Young Survey
and being also in the occupied East line of said Young Survey
and being also in the center of a community paved road, a concrete
monument bears West 10.8 vrs;

THENCE West with fence 673 vrs to iron bar for corner
at fence corner;

THENCE South, with fence, crossing Chalybeate Spring
Branch, and continuing South with fence, to a total distance
of 625 vrs to iron bar for corner in same;

THENCE East crossing said branch and continuing East
to a total distance of 673 vrs to corner in center of said paved
road and in said occupied East line of Young Survey, a concrete
monument bears West 10.8 vrs;

THENCE North with center of said road and with said
occupied East line of Young Survey, 625 vrs to the place of
beginning, containing 74.507 acres of land, 1.195 acres of which
lie in said community paved road, the portion in said road being
625 vrs in length and 10.8 vrs in width.

Tract No. 2:

All that certain lot, tract or parcel of land, lying
and being situated in the County of Van Zandt, State of Texas,
a part of the PLEASANT YOUNG SURVEY, Abst. 978, more fully described
as follows, to-wit:

Being part of certain lands out of the said Young
Survey, conveyed by Archie Shelton et al to Eunice Pearson
and C. H. Paschall by deed of April 16, 1962, and of record
in Vol. 536, Page 113, Deed Records of Van Zandt County,
Texas;

BATEMAN & GEORGE
ATTORNEYS AT LAW
214 S. PALESTINE STREET
ATHENS, TEXAS 75751



CERTIFIED COPY

BEGINNING at a point in the occupied East line of said Pearson and Paschall tract, 625 vrs South from the Northeast corner of same, said beginning point being in the occupied East line of said Young Survey and by record 1875 vrs South from the Northeast corner of said Young Survey, and said beginning point being also in the center of a community paved road, a concrete monument bears West 10.8 vrs;

THENCE West, crossing Chalybeate Spring Creek, and continuing West to a total distance of 673 vrs to iron bar for corner in fence along occupied West line of said Pearson and Paschall tract;

THENCE South with said fence crossing a Chalybeate Spring Creek, and continuing South with the said fence to a total distance of 625 vrs to iron bar for corner at fence corner;

THENCE East with fence, 673 vrs to corner in said occupied East line of Young Survey and in the center of said paved road, said corner being just South of Womble Bridge, a concrete monument bears West 21.96 vrs;

THENCE North with center of said road and with occupied East line of Young Survey, crossing said Womble Bridge and continuing North with center of said road and with said occupied East line of Young Survey to a total distance of 625 vrs to the place of beginning, containing 74.507 acres of land, 1.195 acres of which lie in said community paved road the portion in said road being 625 vrs in length and 10.8 vrs in width.

Being the same land described in deed from Joe H. Golman et al to Albert E. Rice and Eddie F. Stroman dated November 8, 1971, recorded in Vol. 770, Page 663, Deed Records, Van Zandt County, Texas.

This conveyance is expressly made subject to any and all valid easements and Oil, Gas and Mineral leases which are filed of record in the office of the County Clerk of Van Zandt County, Texas.

It is further understood and agreed that this sale includes all of Grantor's interest in the oil, gas and other minerals on and under the above described real property, which Grantor believes to be an undivided 1/4th interest.

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 H. BIRNBAUM, his heirs and assigns forever, and we 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 H. BIRNBAUM, his heirs and assigns, against every

REMAN & GEORGE
ATTORNEYS AT LAW
1. PALESTINE STREET
HOUSTON, TEXAS 77001

CERTIFIED COPY

ORIGINAL

VOL 964 PAGE 449

person whomsoever lawfully claiming or to claim the same,
or any part thereof.

EXECUTED this the 17th day of September, 1981.

T. C. Travis
T. C. Travis

Carolyn Ann Travis
Carolyn Ann Travis

THE STATE OF TEXAS
COUNTY OF HENDERSON

BEFORE ME, the undersigned, a Notary Public in
and for said County and State, on this day personally appeared
T. C. TRAVIS and wife, CAROLYN ANN TRAVIS, known to me to
be the persons whose names are subscribed to the foregoing
instrument, and acknowledged to me that they executed the
same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th
day of September, 1981.



Shirley Ward Shirley Ward
Notary Public in and for
Henderson County, Texas.

My commission expires:
6-11-85

FILED FOR RECORD THIS 21 DAY OF September A.D. 1981 AT 1:31 O'CLOCK P.M.
STEVE GANDY, CLERK COUNTY COURT, VAN ZANDT COUNTY, TEXAS. BY D.G. H DEPUTY

BATEMAN & GEORGE
ATTORNEYS AT LAW
514 S. PALESTINE STREET
ATHEENS, TEXAS 75751



CERTIFIED COPY

Attachment 3



WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF VAN ZANDT

That I, UDO BIRNBAUM, 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 GWENDOLYN WRIGHT THIBODEAUX, as follows:

\$10.00 cash in hand paid, and other good and valuable consideration this day paid to me paid to me all in cash by the said Gwendolyn Wright Thibodeaux, 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 GWENDOLYN WRIGHT THIBODEAUX, 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.

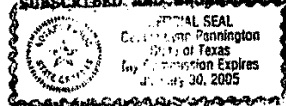
TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GWENDOLYN WRIGHT THIBODEAUX, her heirs and assigns forever, and I do hereby bind ourselves, and our heirs, executors and administrators, to Warranty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

EXECUTED this the 12th day of April, 2002.

Udo Birnbaum
Udo Birnbaum

THE STATE OF TEXAS
COUNTY OF VAN ZANDT

This instrument was acknowledged before me on this 12th day of April, 2002, by UDO BIRNBAUM. SUBSCRIBED AND SWORN TO BEFORE ME THIS 12th DAY OF APRIL 2002.



Christine Pennington
Notary Public, State of Texas



CERTIFIED COPY

Doc Bk Vol Pg
00026857 OR 1710 591

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Apr 12, 2002 at 01:30P

Document Number: 00026857

Amount 11.00

By
Diana Smith
Elizabeth Everitt, County Clerk
Van Zandt County

STATE OF TEXAS COUNTY OF VAN ZANDT
I hereby certify that this instrument was filed on
the date and time stamped herein by me and was duly
recorded in the volume and page of the named records of:
Van Zandt County
as stamped herein by me.

Apr 12, 2002

Elizabeth Everitt, County Clerk
Van Zandt County



CERTIFIED COPY

Attachment 4



Document No. 2009-010264

CORRECTED HEIRSHIP AFFIDAVIT

Parties: HOLT PHYLLIS D

to

THIBODEAUX GWENDOLYN WRIGHT DECEASED

FILED AND RECORDED
REAL RECORDS

On: 12/10/2009 at 10:01 AM

Document Number: 2009-010264

Receipt No.: 200922010

Amount: \$ 28.00

By: aprobst

Charlotte Bledsoe, County Clerk
Van Zandt County, Texas

5 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.

Charlotte Bledsoe, County Clerk

Record and Return To:

MR. LOUIS THIBODEAUX
P.O. BOX 577

BEN WHEELER, TX 75754



**CORRECTED AFFIDAVIT OF FACTS CONCERNING THE IDENTITY OF HEIRS
OF GWENDOLYN WRIGHT THIBODEAUX**
(Correcting Heirship Affidavit Executed August 16, 2008)

Before me, the undersigned authority, on this day personally appeared Phyllis D. Holt and Paul Keys, ("Affiant") who, being first duly sworn, upon oath states:

1. My name is Phyllis D. Holt, and I live at 904 Shady Trail, Athens, Texas 75751. I am personally familiar with the family and marital history of Gwendolyn Wright Thibodeaux ("Decedent"), and I have personal knowledge of the facts stated in this affidavit. I knew Decedent from the time I was born until December 8, 2006. Decedent died on December 8, 2006. Decedent's place of death was Athens, Van Zandt County, Texas. At the time of Decedent's death, Decedent's residence was 14257 FM 858, Athens, Van Zandt County, Texas.

2. My name is Paul Keys, and I live at P.O. Box 115, Ben Wheeler, Texas 75754. I am personally familiar with the family and marital history of Gwendolyn Wright Thibodeaux ("Decedent"), and I have personal knowledge of the facts stated in this affidavit. I knew Decedent from 1980 until December 8, 2006. Decedent died on December 8, 2006. Decedent's place of death was Athens, Van Zandt County, Texas. At the time of Decedent's death, Decedent's residence was 14257 FM 858, Athens, Van Zandt County, Texas.

3. Decedent's marital history was as follows: at the time of her death, Decedent was married to Louis Thibodeaux. Other than this marriage, Decedent had never been married.

4. Decedent did not have or adopt any children and did not take any children into Decedent's home or raise any children.

5. Decedent's mother was: Pearly Busch Wright, who pre-deceased the Decedent.

6. Decedent's father was: George Wright, who pre-deceased the Decedent.

7. Decedent had the following siblings:

Name: Georgette Wright Moore, who pre-deceased the Decedent.

Names of Parents: Pearly Busch Wright and George Wright

Names of Descendants: Patricia Barclay of Missouri City, Texas, and James T. Moore III, of Lufkin, Texas.

8. Decedent died without leaving a written will.

9. There has been no administration of Decedent's estate.

10. Decedent left no debts that are unpaid.

1



CERTIFIED COPY

11. There are no unpaid estate or inheritance taxes.
12. To the best of my knowledge, Decedent owned an interest in the following real property:
 - a. Acres: 13.000 ABST: 154 SUR: R CRAWFORD (Van Zandt Co.)
 - b. Acres: 43.000 ABST: 532 SUR: F C MARTIN (Van Zandt Co.)
 - c. Acres: 3.000 ABST: 532 SUR: F C MARTIN (Van Zandt Co.)
 - d. Acres: 14.000 ABST: 854 SUR: WM TURNEY (Van Zandt Co.)
 - e. Acres: 4.500 ABST: 978 SUR: D YOUNG UNDIV INT (Van Zandt Co.)
 - f. Acres: 18.000 ABST: 978 SUR: YOUNG UNDIV INT (Van Zandt Co.)
 - g. Acres: 149.000 ABST: 978 SUR: P YOUNG HCAD 0978-0260-0000-03 (Van Zandt Co.)
 - h. .0833 Undivided Interest In TR 8,(20.600 \AC) ABST 65 W SCOTT, 1710 S HIGHWAY 146, BAYTOWN TX 77520 (Harris Co.)
14. The following were the heirs of the Decedent:
 - a. Name: Louis Thibodeaux
Relationship: Spouse
Address: P.O. Box 577, Ben Wheeler, Texas 75754
 - b. Name: Patricia Barclay
Relationship: Niece
Address: 4707 Norwich Way, Missouri City, TX 77459-2814
 - c. Name: James T. Moore III
Relationship: Nephew
Address: 105 Mistywood Circle, Lufkin, TX 75904-3146

Signed this 7th day of December, 2009.

Phyllis Holt
Phyllis D. Holt, Affiant



Signed this 7 day of Dec, 2009.

Paul Keys
Paul Keys, Affiant

STATE OF TEXAS §
 §
COUNTY OF VAN ZANDT §

Sworn to and subscribed to before me on December 7, 2009, by Phyllis D. Holt.



Lisa Moreno
NOTARY PUBLIC, State of Texas
My commission expires: 8/23/13

STATE OF TEXAS §
 §
COUNTY OF VAN ZANDT §

Sworn to and subscribed to before me on December 6, 2009, by Paul Keys.



Lisa Moreno
NOTARY PUBLIC, State of Texas
My commission expires: 8/23/13

3



CERTIFIED COPY

PREPARED IN THE OFFICE OF:

ANDERSON & ELLIOTT, P.C.
128 E. Dallas Street
Canton, TX 75103
Tel: (903) 567-4141
Fax: (903) 567-6228

AFTER RECORDING RETURN TO:

Mr. Louis Thibodeaux
P. O. Box 577
Ben Wheeler, Texas 75754

4



CERTIFIED COPY

Attachment 5



Document No. 2021-004939

JUDGMENT DECLARING HEIRSHIP

Parties: THIBODEAUX GWENDOLYN WRIGHT ESTATE

to

PUBLIC

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

On: 05/03/2021 at 04:09 PM

Document Number: 2021-004939

Receipt No.: 2021131039

Amount: \$ 30.00

By: smaddox

Susan Strickland, County Clerk
Van Zandt County, Texas

3 Pages

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



STATE OF TEXAS
COUNTY OF VAN ZANDT

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:

CURTIS & ALEXANDER
PO BOX 1274

GREENVILLE, TX 75403



CERTIFIED COPY



15622

4/13/2021 3:19 PM

Van Zandt County - County Clerk

Susan Strickland
County Clerk
Van-Zandt County, Texas

Tabetha McMullen

CAUSE NO. 15622

IN THE ESTATE OF	§	IN THE COUNTY COURT
	§	
GWENDOLYN WRIGHT THIBODEAUX,	§	OF
	§	
DECEASED	§	VAN ZANDT COUNTY, TEXAS

JUDGMENT DECLARING HEIRSHIP

On this day came on to be heard the sworn Application to Determine Heirship of the Estate of Gwendolyn Wright Thibodeaux, Deceased, wherein Lisa Girot is the Applicant and has an interest in Decedent's Estate, and the Court so finds that all parties interested in the Estate of Decedent have been duly and legally served with citation as required by law; that the Court appointed an Attorney Ad Litem to appear and answer and to represent the Unknown Heirs and such Attorney Ad Litem did so appear and filed an answer for the Unknown Heirs; that this Court has jurisdiction of the subject matter and all persons and parties; that the evidence presented and admitted fully and satisfactorily proves each and every issue presented to the Court; that Decedent died intestate and that the heirship of Decedent has been fully and satisfactorily proved and the interest and shares of each of the heirs therein; and that no administration is necessary.

The Court finds and it is **ORDERED** and **DECREED** by this Court that the names and places of residence of the heirs of Decedent and their respective shares and interests in the real property of Decedent are as follows:

Louis Thibodeaux, an adult, now deceased
Relationship: Husband of Decedent
Share of Real Property: 50 %

Patricia Moore Barclay, an adult.
Address: 4707 Norwich Way, Missouri City, Texas 77459-2814
Relationship: Niece of Decedent
Share of Real Property: 25 %



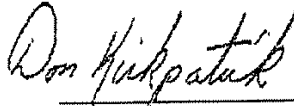
CERTIFIED COPY



James T. Moore, III, an adult.
Address: 105 Mistywood Circle, Lufkin, Texas 75904-3146
Relationship: Nephew of Decedent
Share of Real Property: 25 %

IT IS ORDERED and DECREED that Emily Jones Dunn, the Attorney Ad Litem is awarded \$450.00 in attorney's fees and costs and upon payment is discharged.

SIGNED on the 13 day of April, 2021.



JUDGE PRESIDING

APPROVED AS TO FORM:

/s/Emily Jones Dunn

Emily Jones Dunn
Dunn & Dunn, PC
171 S. Buffalo Street
Canton, Texas 75103
Telephone: (903)567-1111
Fax: (903)567-5101
Email: CPS@dunnlegal.com
Attorney Ad Litem
State Bar No.: 24046170

/s/George Ivan Alexander

GEORGE IVAN ALEXANDER
CURTIS & ALEXANDER, P.C.
2708 Washington Street
P.O. Box 1274
Greenville, Texas 75403-1274
State Bar No. 00992600
Telephone (903) 455-8113
Fax (903) 454-3371
Email george@curtisalexander.net
Attorney for Applicant



CERTIFIED COPY

STATE OF TEXAS
COUNTY OF VAN ZANDT

I do hereby certify that this is a true and correct copy as same appears of record in my custody. SSN may have been redacted in compliance with Govt. Code §52.09. Witness my hand and seal of office on April 19, 2021

Sharon Strickland, County Clerk, Van Zandt County, Texas

By: 

Deputy

Attachment 6



CERTIFIED COPY

STATE OF LOUISIANA
PARISH OF CALCASIEU

CITY OF SULPHUR
May 19, 2018

LAST WILL AND TESTAMENT

I, LOUIS THIBODEAUX, being of sound and disposing mind, realizing the uncertainties of life, hereby ^{for} make this my last will and testament, expressly revoking all others.

1.

I hereby donate my body to science. I hereby direct that all expenses of my last illness be first paid as soon after my death as possible.

2.

I have been married once to Gwendolyn Wright Thibodeaux; of this union no children were born. Gwendolyn Wright predeceased me. I never adopted any children and I have never been adopted.

3.

I leave specifically to my friend, LISA LEGER GIROT, all my right, title and interest to all of my real ¹⁰⁰ property, of whatever kind and nature, be it separate or community, consumable or non-consumable, movable or immovable, without restriction. I leave any firearms I die possessed of to LISA LEGER GIROT. Additionally I leave all my interest in and to all active and inactive oil, gas and/or mineral leases to LISA LEGER GIROT.

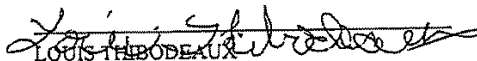
4.

I leave specifically to my friend LISA LEGER GIROT, all my right and title to my personal automobile, 2003 Toyota Camry. Additionally, I leave to LISA LEGER GIROT all my personal movable property, including all tools, furniture and such.

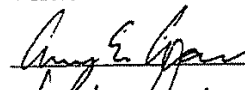
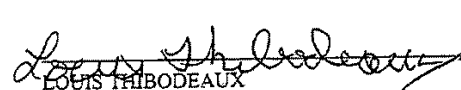
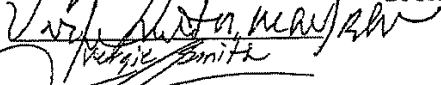
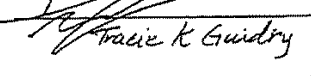
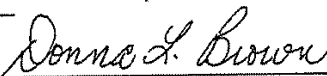
5.

Once all debts have been paid I bequeath any sums remaining in my account be released to LISA LEGER GIROT.

I have signed each page and executed this, my last will and testament in the presence of the three undersigned competent witnesses and Donna L. Brown, Notary Public, hereinafter signed, at Sulphur, Louisiana on this 19th day of March, 2018.


LOUIS THIBODEAUX

The testator has signed this his last will and testament consisting of one (1) page, at the end and on each page and declared or signified in our presence that it is his last will and testament, and in the presence of the testator and of each other, we have hereunto subscribed our names, this 19th day of March, 2018.
WITNESSES:

NOTARY PUBLIC

PAGE 1 OF 1

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

FILED  24 2020

DEPUTY CLERK OF COURT
JENNINGS-JEFF DAVIS PARISH
A TRUE COPY-ATTEST



Attachment 7



SUCCESSION OF : 31st JUDICIAL DISTRICT COURT
 NO. P-11-20 : PARISH OF JEFFERSON DAVIS
 LOUIS THIBODEAUX : STATE OF LOUISIANA
 FILED: January 24, 2020 : [Signature]
 DEPUTY CLERK OF COURT

ORDER TO PROBATE AND EXECUTE NOTARIAL TESTAMENT

Considering the foregoing Petition to Probate and Execute Notarial Testament, I do hereby order:

- (i) That the Last Will and Testament of LOUIS THIBODEAUX ("Decedent"), in valid, notarial form, dated March 19, 2018 and executed in Calcasieu Parish, Louisiana, prepared in accordance with La. Civ. Code art. 1577 and filed with the foregoing Petition, be probated, registered, filed, executed, and deposited in the office of the Clerk of Court District Court for the Parish of Jefferson Davis, and that the filing shall give such testament the effect of probate;

THUS DONE AND SIGNED in Chambers at Jennings, Louisiana, on this 24 day of

Jan., 2020.

[Signature]
 DISTRICT JUDGE

WILLIAM N. KNIGHT,
 District Judge
 Pro-Tempore

Page 1 of 1

A TRUE COPY OF THE ORIGINAL
 JENNINGS, LA 71301, JAN 24, 2020
 BY CLERK OF COURT
 JEFFERSON DAVIS PARISH



Attachment 8



Document No. 2022-008580

WARRANTY DEED

Parties: THIBODEAUX LOUIS
to
BIRNBAUM UDO

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

On: 07/20/2022 at 02:28 PM

Document Number: 2022-008580

Receipt No.: 2022146935

Amount: \$ 26.00

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

2 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:

UDO BIRNBAUM



CERTIFIED COPY

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 3rd 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



CERTIFIED COPY

EXHIBIT D



CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§
§
§
§
§
§
§

IN THE DISTRICT COURT

294TH JUDICIAL DISTRICT

VAN ZANDT COUNTY, TEXAS

AFFIDAVIT OF ATTORNEY'S FEES

THE STATE OF TEXAS

COUNTY OF Smith

§
§
§

BEFORE ME, the undersigned authority, a Notary Public in and for Smith County, Texas, on this day personally appeared Katryna R. Watkins, the undersigned, personally known to me, and who, after having been by me first duly sworn, upon her oath, did depose and say:

1. "My name is Katryna R. Watkins. I am over eighteen (18) years of age, and I have personal knowledge of every statement contained herein.
2. I am an attorney at law with Flowers Davis, P.L.L.C., in Tyler, Texas, duly authorized to practice in all courts in the State of Texas.
3. My firm presently represents CSD Van Zandt LLC in the above-styled cause of action.
4. Plaintiff has agreed to compensate Flowers Davis, P.L.L.C, and their attorneys for legal services performed pursuant to an engagement agreement. The rate provided in the engagement letter is \$250.00 per hour.
5. Such services performed include:
 - a. costs for document reproduction, court costs, process server fees, and similar hard-costs that are billed to the client directly;
 - b. investigating the claims and reviewing all documentation provided by client;
 - c. research on applicable causes of action at subject in this litigation;
 - d. drafting and filing pleadings and motions at the trial court level;
 - e. attending trial hearings and related preparation for same; and
 - f. any and all other necessary actions to perform the legal services properly.

Affidavit of Attorney's Fees
Smith County, Texas



CERTIFIED COPY

6. In my opinion, the reasonable value of the attorney's fees necessarily incurred by Plaintiff are as follows: \$16,582.00 for representation. The fees claimed in this Affidavit were not segregated because the discrete legal services advanced claims for which attorney fees are recoverable and claims for which they may not be recoverable. *Tony Gullo Motors I, L.P. v. Chapa*, 212 S.W.3d 299, 313-14 (Tex. 2006).

7. In addition to the foregoing, the following attorney's fees are reasonable and necessary in the case at bar in the event that they are incurred by Plaintiff:

8. Fees for additional research and/or time responding to any post-judgment motions filed by Plaintiff in this case, such as a motion for new trial, a motion to vacate the judgement, a motion to modify, correct and/or reform the judgment, etc.;

\$2,500.00

9. Fees for additional research and/or time responding to any appeals filed by Defendant in this case to any intermediate court of appeals.

\$5,000.00

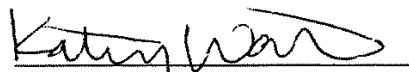
10. Fees for additional research and/or time responding to any appeals filed by Defendant in this case to the Texas Supreme Court.

\$7,500.00

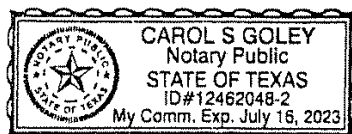
11. The fees charged in this case are customarily charged in this area for the same or similar services for an attorney with my experience, reputation, ability, the amount in controversy, and the results obtained.

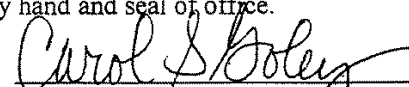
12. All of the foregoing has been or will be done in accordance with the needs presented by this lawsuit and are reasonable and necessary for the preparation of this case for trial."

Affiant further sayeth not.


Katryna R. Watkins

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on this the 20th day of October 2022 to certify which witness my hand and seal of office.




Notary Public - State of Texas

My Commission Expires: 7/16/23

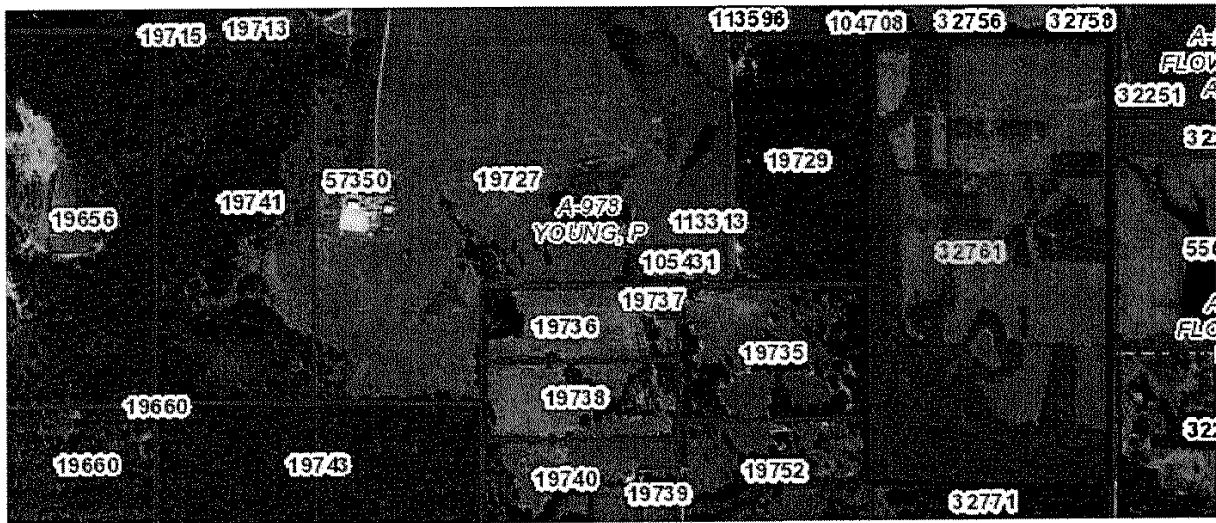
EXHIBIT E



Van Zandt CAD Property Search

Property ID: R000032761 For Year 2017

Map



Property Details

Account	
Property ID:	R000032761
Legal Description:	Acres 149.000, ABST: 978, SUR: P YOUNG,
Geographic ID:	070.0978.0580.0000.0000
Agent:	
Type:	Real
Location	
Address:	540 FM 2916
Map ID:	35A
Neighborhood CD:	R32761
Owner	
Owner ID:	GMNI20151021092344910
Name:	THIBODEAUX LOUIS
Mailing Address:	170 E BRIMSTONE ST SULPHUR, LA 70663-1206
% Ownership:	100.0%



CERTIFIED COPY

Exemptions:

For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$121,780
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$8,890
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$428,130
Market Value:	\$558,800
Ag Use Value:	\$15,980
Appraised Value:	\$558,800
Homestead Cap Loss: ⓘ	\$0
Assessed Value:	\$146,650

VALUES DISPLAYED ARE 2022 CERTIFIED VALUES.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
234	VAN ZANDT COUNTY	0.515847	\$558,800	\$146,650	\$756.49	
ESD3	EMERGENCY SERVICE DIST 3	0.079800	\$558,800	\$146,650	\$117.03	
SCA	ATHENS ISD	1.436470	\$558,800	\$146,650	\$2,106.58	
SRT	VZC SPECIAL ROAD TAX	0.100000	\$558,800	\$146,650	\$146.65	

Total Tax Rate: 2.132117

Estimated Taxes With Exemptions: \$3,126.75

Estimated Taxes Without Exemptions: \$11,914.26

Property Improvement - Building

Type: RES State Code: E1 Living Area: 2,178.00sqft Value: \$121,779

Type	Description	Class CD	Effective Year Built	Year Built	SQFT
RES	RESIDENCE	8-	1992	1992	1,684.00
UPST	UPSTAIRS	8-	1992	1992	494.00
CP2	COV PATIO/PORCH	8-	1992	1992	80.00
SP	SCREEN PORCH	8-	1992	1992	128.00
BARN	BARN	700	1970	1970	2,000.00
BARN	BARN	700	2000	2000	988.00

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
71A61		148	6,446,880.00	0.00	0.00	\$428,127	\$15,984
71A61		1	43,560.00	0.00	0.00	\$8,893	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$186,010	\$978,040	\$25,160	\$1,164,050	\$0	\$223,730
2021	\$133,530	\$710,030	\$22,790	\$843,560	\$0	\$167,050
2020	\$150,270	\$646,700	\$18,800	\$796,970	\$0	\$179,370
2019	\$153,810	\$620,390	\$18,800	\$774,200	\$0	\$182,730
2018	\$158,200	\$506,170	\$16,720	\$664,370	\$0	\$184,280
2017	\$121,780	\$437,020	\$15,980	\$558,800	\$0	\$146,650
2016	\$116,540	\$420,810	\$16,280	\$537,350	\$0	\$141,600
2015	\$108,070	\$348,700	\$16,280	\$456,770	\$0	\$132,650



2014	\$105,660	\$348,700	\$17,910	\$454,360	\$0	\$131,870
2013	\$107,000	\$348,700	\$17,910	\$455,700	\$0	\$133,210
2012	\$108,340	\$348,700	\$17,910	\$457,040	\$0	\$134,550
2011	\$111,020	\$348,700	\$17,910	\$459,720	\$0	\$137,230

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
6/24/2022			GIROT LISA L	CSD VAN ZANDT LLC			2022-007473
3/3/2020			THIBODEAUX LOUIS	GIROT LISA L			2020-002115
1/1/1900			THIBODEAUX GWENDOLYN	THIBODEAUX LOUIS			
4/12/2002			BIRNBAUM UDO H	THIBODEAUX GWENDOLYN	1710	590	700978058000

Estimated Tax Due

ATTENTION

Indicated amount may not reflect delinquent tax due beyond a 5-year history. Partial payments or contract payments may not be reflected. Quarter payments that are made according to Section 31.031 of the Texas Property Tax Code are not considered delinquent.

****PRIOR TO MAKING FULL OR PARTIAL PAYMENTS PLEASE CONTACT OUR OFFICE FOR A CURRENT AMOUNT DUE****

****WE CANNOT GUARANTEE THE ACCURACY OF THE AMOUNT DUE LISTED BELOW****

If Paid:

10/20/2022

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount/Penalty & Interest	Attorney Fees	Amount Due
2022	VAN ZANDT COUNTY	\$223,730	\$766.71	\$766.71	\$0.00	\$0.00	\$0.00	\$0.00



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2022	EMERGENCY SERVICE DIST 3	\$223,730	\$223.73	\$223.73	\$0.00	\$0.00	\$0.00	\$0.00
2022	VZC SPECIAL ROAD TAX	\$223,730	\$223.73	\$223.73	\$0.00	\$0.00	\$0.00	\$0.00
	2022 Total:		\$1,214.17	\$1,214.17	\$0.00	\$0.00	\$0.00	\$0.00
2021	VAN ZANDT COUNTY	\$167,050	\$707.41	\$707.41	\$0.00	\$0.00	\$0.00	\$0.00
2021	EMERGENCY SERVICE DIST 3	\$167,050	\$125.62	\$125.62	\$0.00	\$0.00	\$0.00	\$0.00
2021	VZC SPECIAL ROAD TAX	\$167,050	\$167.05	\$167.05	\$0.00	\$0.00	\$0.00	\$0.00
	2021 Total:		\$1,000.08	\$1,000.08	\$0.00	\$0.00	\$0.00	\$0.00
2020	VAN ZANDT COUNTY	\$179,370	\$861.74	\$861.74	\$0.00	\$0.00	\$0.00	\$0.00
2020	EMERGENCY SERVICE DIST 3	\$179,370	\$138.11	\$138.11	\$0.00	\$0.00	\$0.00	\$0.00
2020	VZC SPECIAL ROAD TAX	\$179,370	\$179.37	\$179.37	\$0.00	\$0.00	\$0.00	\$0.00
	2020 Total:		\$1,179.22	\$1,179.22	\$0.00	\$0.00	\$0.00	\$0.00
2019	VAN ZANDT COUNTY	\$182,730	\$939.65	\$939.65	\$0.00	\$0.00	\$0.00	\$0.00
2019	EMERGENCY SERVICE DIST 3	\$182,730	\$144.72	\$144.72	\$0.00	\$0.00	\$0.00	\$0.00
2019	VZC SPECIAL ROAD TAX	\$182,730	\$182.73	\$182.73	\$0.00	\$0.00	\$0.00	\$0.00
	2019 Total:		\$1,267.10	\$1,267.10	\$0.00	\$0.00	\$0.00	\$0.00
2018	VAN ZANDT COUNTY	\$184,280	\$950.60	\$950.60	\$0.00	\$0.00	\$0.00	\$0.00
2018	EMERGENCY SERVICE DIST 3	\$184,280	\$147.06	\$147.06	\$0.00	\$0.00	\$0.00	\$0.00
2018	VZC SPECIAL ROAD TAX	\$184,280	\$184.28	\$184.28	\$0.00	\$0.00	\$0.00	\$0.00
	2018 Total:		\$1,281.94	\$1,281.94	\$0.00	\$0.00	\$0.00	\$0.00
2017	VAN ZANDT COUNTY	\$146,650	\$756.49	\$756.49	\$0.00	\$0.00	\$0.00	\$0.00
2017	EMERGENCY SERVICE DIST 3	\$146,650	\$117.03	\$117.03	\$0.00	\$0.00	\$0.00	\$0.00



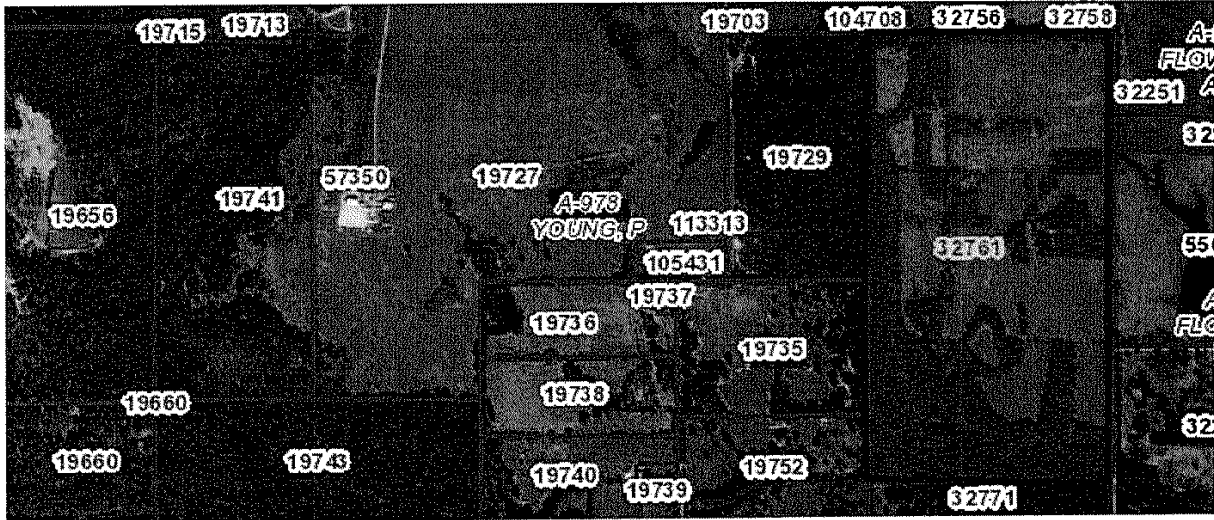
2017	VZC SPECIAL ROAD TAX	\$146,650	\$146.65	\$146.65	\$0.00	\$0.00	\$0.00	\$0.00
	2017 Total:		\$1,020.17	\$1,020.17	\$0.00	\$0.00	\$0.00	\$0.00
2016	VAN ZANDT COUNTY	\$141,600	\$687.96	\$687.96	\$0.00	\$0.00	\$0.00	\$0.00
2016	EMERGENCY SERVICE DIST 3	\$141,600	\$113.00	\$113.00	\$0.00	\$0.00	\$0.00	\$0.00
2016	VZC SPECIAL ROAD TAX	\$141,600	\$141.60	\$141.60	\$0.00	\$0.00	\$0.00	\$0.00
	2016 Total:		\$942.56	\$942.56	\$0.00	\$0.00	\$0.00	\$0.00
2015	VAN ZANDT COUNTY	\$132,650	\$644.48	\$644.48	\$0.00	\$0.00	\$0.00	\$0.00
2015	EMERGENCY SERVICE DIST 3	\$132,650	\$105.85	\$105.85	\$0.00	\$0.00	\$0.00	\$0.00
	2015 Total:		\$750.33	\$750.33	\$0.00	\$0.00	\$0.00	\$0.00
2014	VAN ZANDT COUNTY	\$131,870	\$640.69	\$640.69	\$0.00	\$0.00	\$0.00	\$0.00
2014	EMERGENCY SERVICE DIST 3	\$131,870	\$105.23	\$105.23	\$0.00	\$0.00	\$0.00	\$0.00
	2014 Total:		\$745.92	\$745.92	\$0.00	\$0.00	\$0.00	\$0.00
2013	VAN ZANDT COUNTY	\$133,210	\$647.20	\$647.20	\$0.00	\$0.00	\$0.00	\$0.00
2013	EMERGENCY SERVICE DIST 3	\$133,210	\$106.30	\$106.30	\$0.00	\$0.00	\$0.00	\$0.00
	2013 Total:		\$753.50	\$753.50	\$0.00	\$0.00	\$0.00	\$0.00
2012	VAN ZANDT COUNTY	\$134,550	\$632.47	\$632.47	\$0.00	\$0.00	\$0.00	\$0.00
	2012 Total:		\$632.47	\$632.47	\$0.00	\$0.00	\$0.00	\$0.00
2011	VAN ZANDT COUNTY	\$137,230	\$645.07	\$645.07	\$0.00	\$0.00	\$0.00	\$0.00
	2011 Total:		\$645.07	\$645.07	\$0.00	\$0.00	\$0.00	\$0.00



Van Zandt CAD Property Search

Property ID: R000032761 For Year 2018

Map



Property Details

Account	
Property ID:	R000032761
Legal Description:	Acres 149.000, ABST: 978, SUR: P YOUNG,
Geographic ID:	070.0978.0580.0000.0000
Agent:	
Type:	Real
Location	
Address:	540 FM 2916
Map ID:	35A
Neighborhood CD:	R32761
Owner	
Owner ID:	GMNI20180514121504910
Name:	THIBODEAUX LOUIS
Mailing Address:	210 W NAPOLEON ST STE C SULPHUR, LA 70663-3362
% Ownership:	100.0%



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Exemptions:

For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$158,200
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$9,360
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$496,810
Market Value:	\$664,370
Ag Use Value:	\$16,720
Appraised Value:	\$664,370
Homestead Cap Loss: ⓘ	\$0
Assessed Value:	\$184,280

VALUES DISPLAYED ARE 2022 CERTIFIED VALUES.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
234	VAN ZANDT COUNTY	0.515847	\$664,370	\$184,280	\$950.60	
ESD3	EMERGENCY SERVICE DIST 3	0.079800	\$664,370	\$184,280	\$147.06	
SCA	ATHENS ISD	1.436470	\$664,370	\$184,280	\$2,647.13	
SRT	VZC SPECIAL ROAD TAX	0.100000	\$664,370	\$184,280	\$184.28	



Total Tax Rate: 2.132117

Estimated Taxes With Exemptions: \$3,929.07

Estimated Taxes Without Exemptions: \$14,165.15

Property Improvement - Building

Type: RES State Code: E1 Living Area: 2,178.00sqft Value: \$158,198

Type	Description	Class CD	Effective Year Built	Year Built	SQFT
RES	RESIDENCE	8-	1992	1992	1,684.00
UPST	UPSTAIRS	8-	1992	1992	494.00
CP2	COV PATIO/PORCH	8-	1992	1992	80.00
SP	SCREEN PORCH	8-	1992	1992	128.00
BARN	BARN	700	1970	1970	2,000.00
BARN	BARN	700	2000	2000	988.00

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
71A61		148	6,446,880.00	0.00	0.00	\$496,814	\$16,724
71A61		1	43,560.00	0.00	0.00	\$9,357	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$186,010	\$978,040	\$25,160	\$1,164,050	\$0	\$223,730
2021	\$133,530	\$710,030	\$22,790	\$843,560	\$0	\$167,050
2020	\$150,270	\$646,700	\$18,800	\$796,970	\$0	\$179,370
2019	\$153,810	\$620,390	\$18,800	\$774,200	\$0	\$182,730
2018	\$158,200	\$506,170	\$16,720	\$664,370	\$0	\$184,280
2017	\$121,780	\$437,020	\$15,980	\$558,800	\$0	\$146,650
2016	\$116,540	\$420,810	\$16,280	\$537,350	\$0	\$141,600
2015	\$108,070	\$348,700	\$16,280	\$456,770	\$0	\$132,650

2014	\$105,660	\$348,700	\$17,910	\$454,360	\$0	\$131,870
2013	\$107,000	\$348,700	\$17,910	\$455,700	\$0	\$133,210
2012	\$108,340	\$348,700	\$17,910	\$457,040	\$0	\$134,550
2011	\$111,020	\$348,700	\$17,910	\$459,720	\$0	\$137,230

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
6/24/2022			GIROT LISA L	CSD VAN ZANDT LLC			2022-007473
3/3/2020			THIBODEAUX LOUIS	GIROT LISA L			2020-002115
1/1/1900			THIBODEAUX GWENDOLYN	THIBODEAUX LOUIS			
4/12/2002			BIRNBAUM UDO H	THIBODEAUX GWENDOLYN	1710	590	700978058000

Estimated Tax Due

ATTENTION

Indicated amount may not reflect delinquent tax due beyond a 5-year history. Partial payments or contract payments may not be reflected. Quarter payments that are made according to Section 31.031 of the Texas Property Tax Code are not considered delinquent.

PRIOR TO MAKING FULL OR PARTIAL PAYMENTS PLEASE CONTACT OUR OFFICE FOR A CURRENT AMOUNT DUE

WE CANNOT GUARANTEE THE ACCURACY OF THE AMOUNT DUE LISTED BELOW

If Paid:

10/20/2022



Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount/Penalty & Interest	Attorney Fees	Amount Due
2022	VAN ZANDT COUNTY	\$223,730	\$766.71	\$766.71	\$0.00	\$0.00	\$0.00	\$0.00



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2022	EMERGENCY SERVICE DIST 3	\$223,730	\$223.73	\$223.73	\$0.00	\$0.00	\$0.00	\$0.00
2022	VZC SPECIAL ROAD TAX	\$223,730	\$223.73	\$223.73	\$0.00	\$0.00	\$0.00	\$0.00
	2022 Total:		\$1,214.17	\$1,214.17	\$0.00	\$0.00	\$0.00	\$0.00
2021	VAN ZANDT COUNTY	\$167,050	\$707.41	\$707.41	\$0.00	\$0.00	\$0.00	\$0.00
2021	EMERGENCY SERVICE DIST 3	\$167,050	\$125.62	\$125.62	\$0.00	\$0.00	\$0.00	\$0.00
2021	VZC SPECIAL ROAD TAX	\$167,050	\$167.05	\$167.05	\$0.00	\$0.00	\$0.00	\$0.00
	2021 Total:		\$1,000.08	\$1,000.08	\$0.00	\$0.00	\$0.00	\$0.00
2020	VAN ZANDT COUNTY	\$179,370	\$861.74	\$861.74	\$0.00	\$0.00	\$0.00	\$0.00
2020	EMERGENCY SERVICE DIST 3	\$179,370	\$138.11	\$138.11	\$0.00	\$0.00	\$0.00	\$0.00
2020	VZC SPECIAL ROAD TAX	\$179,370	\$179.37	\$179.37	\$0.00	\$0.00	\$0.00	\$0.00
	2020 Total:		\$1,179.22	\$1,179.22	\$0.00	\$0.00	\$0.00	\$0.00
2019	VAN ZANDT COUNTY	\$182,730	\$939.65	\$939.65	\$0.00	\$0.00	\$0.00	\$0.00
2019	EMERGENCY SERVICE DIST 3	\$182,730	\$144.72	\$144.72	\$0.00	\$0.00	\$0.00	\$0.00
2019	VZC SPECIAL ROAD TAX	\$182,730	\$182.73	\$182.73	\$0.00	\$0.00	\$0.00	\$0.00
	2019 Total:		\$1,267.10	\$1,267.10	\$0.00	\$0.00	\$0.00	\$0.00
2018	VAN ZANDT COUNTY	\$184,280	\$950.60	\$950.60	\$0.00	\$0.00	\$0.00	\$0.00
2018	EMERGENCY SERVICE DIST 3	\$184,280	\$147.06	\$147.06	\$0.00	\$0.00	\$0.00	\$0.00
2018	VZC SPECIAL ROAD TAX	\$184,280	\$184.28	\$184.28	\$0.00	\$0.00	\$0.00	\$0.00
	2018 Total:		\$1,281.94	\$1,281.94	\$0.00	\$0.00	\$0.00	\$0.00
2017	VAN ZANDT COUNTY	\$146,650	\$756.49	\$756.49	\$0.00	\$0.00	\$0.00	\$0.00
2017	EMERGENCY SERVICE DIST 3	\$146,650	\$117.03	\$117.03	\$0.00	\$0.00	\$0.00	\$0.00



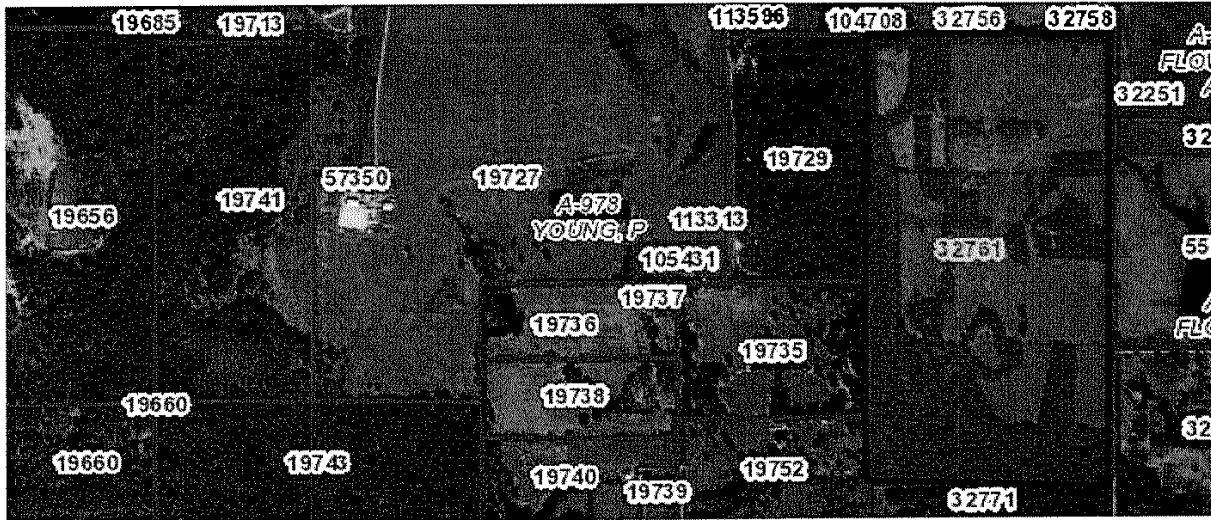
2017	VZC SPECIAL ROAD TAX	\$146,650	\$146.65	\$146.65	\$0.00	\$0.00	\$0.00	\$0.00
	2017 Total:		\$1,020.17	\$1,020.17	\$0.00	\$0.00	\$0.00	\$0.00
2016	VAN ZANDT COUNTY	\$141,600	\$687.96	\$687.96	\$0.00	\$0.00	\$0.00	\$0.00
2016	EMERGENCY SERVICE DIST 3	\$141,600	\$113.00	\$113.00	\$0.00	\$0.00	\$0.00	\$0.00
2016	VZC SPECIAL ROAD TAX	\$141,600	\$141.60	\$141.60	\$0.00	\$0.00	\$0.00	\$0.00
	2016 Total:		\$942.56	\$942.56	\$0.00	\$0.00	\$0.00	\$0.00
2015	VAN ZANDT COUNTY	\$132,650	\$644.48	\$644.48	\$0.00	\$0.00	\$0.00	\$0.00
2015	EMERGENCY SERVICE DIST 3	\$132,650	\$105.85	\$105.85	\$0.00	\$0.00	\$0.00	\$0.00
	2015 Total:		\$750.33	\$750.33	\$0.00	\$0.00	\$0.00	\$0.00
2014	VAN ZANDT COUNTY	\$131,870	\$640.69	\$640.69	\$0.00	\$0.00	\$0.00	\$0.00
2014	EMERGENCY SERVICE DIST 3	\$131,870	\$105.23	\$105.23	\$0.00	\$0.00	\$0.00	\$0.00
	2014 Total:		\$745.92	\$745.92	\$0.00	\$0.00	\$0.00	\$0.00
2013	VAN ZANDT COUNTY	\$133,210	\$647.20	\$647.20	\$0.00	\$0.00	\$0.00	\$0.00
2013	EMERGENCY SERVICE DIST 3	\$133,210	\$106.30	\$106.30	\$0.00	\$0.00	\$0.00	\$0.00
	2013 Total:		\$753.50	\$753.50	\$0.00	\$0.00	\$0.00	\$0.00
2012	VAN ZANDT COUNTY	\$134,550	\$632.47	\$632.47	\$0.00	\$0.00	\$0.00	\$0.00
	2012 Total:		\$632.47	\$632.47	\$0.00	\$0.00	\$0.00	\$0.00
2011	VAN ZANDT COUNTY	\$137,230	\$645.07	\$645.07	\$0.00	\$0.00	\$0.00	\$0.00
	2011 Total:		\$645.07	\$645.07	\$0.00	\$0.00	\$0.00	\$0.00



Van Zandt CAD Property Search

Property ID: R000032761 For Year 2019

Map



Property Details

Account	
Property ID:	R000032761
Legal Description:	Acres 149.000, ABST: 978, SUR: P YOUNG,
Geographic ID:	070.0978.0580.0000.0000
Agent:	
Type:	Real
Location	
Address:	540 VZ COUNTY ROAD 2916
Map ID:	35A
Neighborhood CD:	R32761
Owner	
Owner ID:	GMNI20180514121504910
Name:	THIBODEAUX LOUIS
Mailing Address:	210 W NAPOLEON ST STE C SULPHUR, LA 70663-3362
% Ownership:	100.0%



Exemptions:

For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$153,810
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$10,120
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$610,270
Market Value:	\$774,200
Ag Use Value:	\$18,800
Appraised Value:	\$774,200
Homestead Cap Loss: ⓘ	\$0
Assessed Value:	\$182,730

VALUES DISPLAYED ARE 2022 CERTIFIED VALUES.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
234	VAN ZANDT COUNTY	0.514231	\$774,200	\$182,730	\$939.65	
ESD3	EMERGENCY SERVICE DIST 3	0.079200	\$774,200	\$182,730	\$144.72	
SCA	ATHENS ISD	1.369090	\$774,200	\$182,730	\$2,501.74	
SRT	VZC SPECIAL ROAD TAX	0.100000	\$774,200	\$182,730	\$182.73	



Total Tax Rate: 2.062521

Estimated Taxes With Exemptions: \$3,768.84

Estimated Taxes Without Exemptions: \$15,968.04

Property Improvement - Building

Type: RES **State Code:** E1 **Living Area:** 2,178.00sqft **Value:** \$153,806

Type	Description	Class CD	Effective Year Built	Year Built	SQFT
RES	RESIDENCE	8-	1992	1992	1,684.00
UPST	UPSTAIRS	8-	1992	1992	494.00
CP2	COV PATIO/PORCH	8-	1992	1992	80.00
SP	SCREEN PORCH	8-	1992	1992	128.00
BARN	BARN	700	1970	1970	2,000.00
BARN	BARN	700	2000	2000	988.00

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
71A61		148	6,446,880.00	0.00	0.00	\$610,265	\$18,796
71A61		1	43,560.00	0.00	0.00	\$10,123	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$186,010	\$978,040	\$25,160	\$1,164,050	\$0	\$223,730
2021	\$133,530	\$710,030	\$22,790	\$843,560	\$0	\$167,050
2020	\$150,270	\$646,700	\$18,800	\$796,970	\$0	\$179,370
2019	\$153,810	\$620,390	\$18,800	\$774,200	\$0	\$182,730
2018	\$158,200	\$506,170	\$16,720	\$664,370	\$0	\$184,280
2017	\$121,780	\$437,020	\$15,980	\$558,800	\$0	\$146,650
2016	\$116,540	\$420,810	\$16,280	\$537,350	\$0	\$141,600
2015	\$108,070	\$348,700	\$16,280	\$456,770	\$0	\$132,650



2014	\$105,660	\$348,700	\$17,910	\$454,360	\$0	\$131,870
2013	\$107,000	\$348,700	\$17,910	\$455,700	\$0	\$133,210
2012	\$108,340	\$348,700	\$17,910	\$457,040	\$0	\$134,550
2011	\$111,020	\$348,700	\$17,910	\$459,720	\$0	\$137,230

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
6/24/2022			GIROT LISA L	CSD VAN ZANDT LLC			2022-007473
3/3/2020			THIBODEAUX LOUIS	GIROT LISA L			2020-002115
1/1/1900			THIBODEAUX GWENDOLYN	THIBODEAUX LOUIS			
4/12/2002			BIRNBAUM UDO H	THIBODEAUX GWENDOLYN	1710	590	700978058000

Estimated Tax Due

ATTENTION

Indicated amount may not reflect delinquent tax due beyond a 5-year history. Partial payments or contract payments may not be reflected. Quarter payments that are made according to Section 31.031 of the Texas Property Tax Code are not considered delinquent.

PRIOR TO MAKING FULL OR PARTIAL PAYMENTS PLEASE CONTACT OUR OFFICE FOR A CURRENT AMOUNT DUE

WE CANNOT GUARANTEE THE ACCURACY OF THE AMOUNT DUE LISTED BELOW

If Paid:

10/20/2022



Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount/Penalty & Interest	Attorney Fees	Amount Due
2022	VAN ZANDT COUNTY	\$223,730	\$766.71	\$766.71	\$0.00	\$0.00	\$0.00	\$0.00



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2022	EMERGENCY SERVICE DIST 3	\$223,730	\$223.73	\$223.73	\$0.00	\$0.00	\$0.00	\$0.00
2022	VZC SPECIAL ROAD TAX	\$223,730	\$223.73	\$223.73	\$0.00	\$0.00	\$0.00	\$0.00
	2022 Total:		\$1,214.17	\$1,214.17	\$0.00	\$0.00	\$0.00	\$0.00
2021	VAN ZANDT COUNTY	\$167,050	\$707.41	\$707.41	\$0.00	\$0.00	\$0.00	\$0.00
2021	EMERGENCY SERVICE DIST 3	\$167,050	\$125.62	\$125.62	\$0.00	\$0.00	\$0.00	\$0.00
2021	VZC SPECIAL ROAD TAX	\$167,050	\$167.05	\$167.05	\$0.00	\$0.00	\$0.00	\$0.00
	2021 Total:		\$1,000.08	\$1,000.08	\$0.00	\$0.00	\$0.00	\$0.00
2020	VAN ZANDT COUNTY	\$179,370	\$861.74	\$861.74	\$0.00	\$0.00	\$0.00	\$0.00
2020	EMERGENCY SERVICE DIST 3	\$179,370	\$138.11	\$138.11	\$0.00	\$0.00	\$0.00	\$0.00
2020	VZC SPECIAL ROAD TAX	\$179,370	\$179.37	\$179.37	\$0.00	\$0.00	\$0.00	\$0.00
	2020 Total:		\$1,179.22	\$1,179.22	\$0.00	\$0.00	\$0.00	\$0.00
2019	VAN ZANDT COUNTY	\$182,730	\$939.65	\$939.65	\$0.00	\$0.00	\$0.00	\$0.00
2019	EMERGENCY SERVICE DIST 3	\$182,730	\$144.72	\$144.72	\$0.00	\$0.00	\$0.00	\$0.00
2019	VZC SPECIAL ROAD TAX	\$182,730	\$182.73	\$182.73	\$0.00	\$0.00	\$0.00	\$0.00
	2019 Total:		\$1,267.10	\$1,267.10	\$0.00	\$0.00	\$0.00	\$0.00
2018	VAN ZANDT COUNTY	\$184,280	\$950.60	\$950.60	\$0.00	\$0.00	\$0.00	\$0.00
2018	EMERGENCY SERVICE DIST 3	\$184,280	\$147.06	\$147.06	\$0.00	\$0.00	\$0.00	\$0.00
2018	VZC SPECIAL ROAD TAX	\$184,280	\$184.28	\$184.28	\$0.00	\$0.00	\$0.00	\$0.00
	2018 Total:		\$1,281.94	\$1,281.94	\$0.00	\$0.00	\$0.00	\$0.00
2017	VAN ZANDT COUNTY	\$146,650	\$756.49	\$756.49	\$0.00	\$0.00	\$0.00	\$0.00
2017	EMERGENCY SERVICE DIST 3	\$146,650	\$117.03	\$117.03	\$0.00	\$0.00	\$0.00	\$0.00

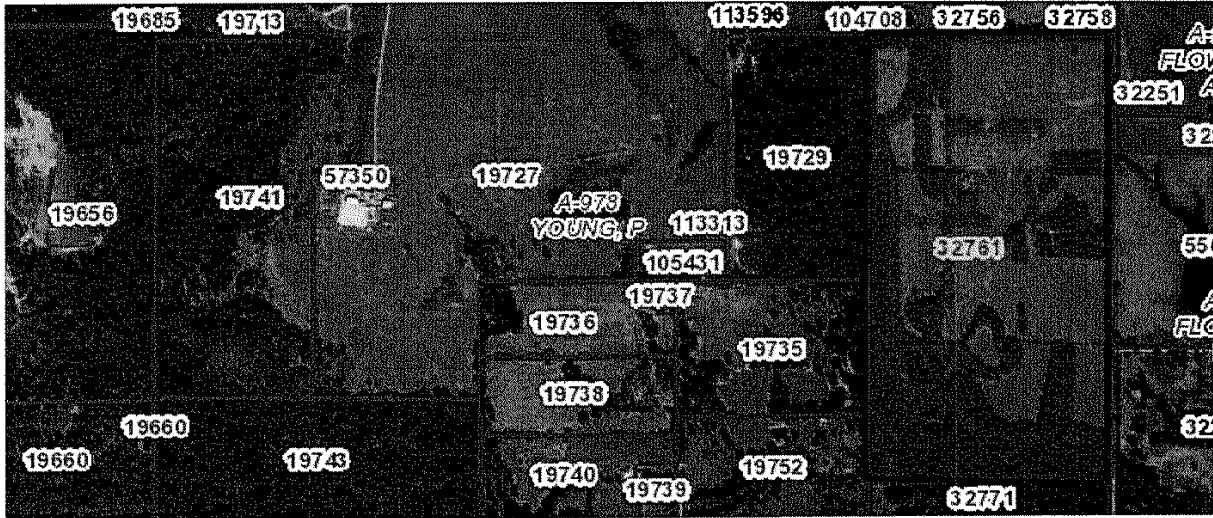


2017	VZC SPECIAL ROAD TAX	\$146,650	\$146.65	\$146.65	\$0.00	\$0.00	\$0.00	\$0.00
	2017 Total:		\$1,020.17	\$1,020.17	\$0.00	\$0.00	\$0.00	\$0.00
2016	VAN ZANDT COUNTY	\$141,600	\$687.96	\$687.96	\$0.00	\$0.00	\$0.00	\$0.00
2016	EMERGENCY SERVICE DIST 3	\$141,600	\$113.00	\$113.00	\$0.00	\$0.00	\$0.00	\$0.00
2016	VZC SPECIAL ROAD TAX	\$141,600	\$141.60	\$141.60	\$0.00	\$0.00	\$0.00	\$0.00
	2016 Total:		\$942.56	\$942.56	\$0.00	\$0.00	\$0.00	\$0.00
2015	VAN ZANDT COUNTY	\$132,650	\$644.48	\$644.48	\$0.00	\$0.00	\$0.00	\$0.00
2015	EMERGENCY SERVICE DIST 3	\$132,650	\$105.85	\$105.85	\$0.00	\$0.00	\$0.00	\$0.00
	2015 Total:		\$750.33	\$750.33	\$0.00	\$0.00	\$0.00	\$0.00
2014	VAN ZANDT COUNTY	\$131,870	\$640.69	\$640.69	\$0.00	\$0.00	\$0.00	\$0.00
2014	EMERGENCY SERVICE DIST 3	\$131,870	\$105.23	\$105.23	\$0.00	\$0.00	\$0.00	\$0.00
	2014 Total:		\$745.92	\$745.92	\$0.00	\$0.00	\$0.00	\$0.00
2013	VAN ZANDT COUNTY	\$133,210	\$647.20	\$647.20	\$0.00	\$0.00	\$0.00	\$0.00
2013	EMERGENCY SERVICE DIST 3	\$133,210	\$106.30	\$106.30	\$0.00	\$0.00	\$0.00	\$0.00
	2013 Total:		\$753.50	\$753.50	\$0.00	\$0.00	\$0.00	\$0.00
2012	VAN ZANDT COUNTY	\$134,550	\$632.47	\$632.47	\$0.00	\$0.00	\$0.00	\$0.00
	2012 Total:		\$632.47	\$632.47	\$0.00	\$0.00	\$0.00	\$0.00
2011	VAN ZANDT COUNTY	\$137,230	\$645.07	\$645.07	\$0.00	\$0.00	\$0.00	\$0.00
	2011 Total:		\$645.07	\$645.07	\$0.00	\$0.00	\$0.00	\$0.00



Van Zandt CAD Property Search

Property ID: R000032761 For Year 2020

 Map

 Property Details

Account	
Property ID:	R000032761
Legal Description:	Acres 149.000, ABST: 978, SUR: P YOUNG,
Geographic ID:	070.0978.0580.0000.0000
Agent:	
Type:	Real
Location	
Address:	540 VZ COUNTY ROAD 2916
Map ID:	35A
Neighborhood CD:	R32761
Owner	
Owner ID:	GMNI20200311161227870
Name:	GIROT LISA L
Mailing Address:	210 W NAPOLEON ST, STE C SULPHUR, LA 70663-3362
% Ownership:	100.0%



Exemptions:

For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$150,270
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$10,300
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$636,400
Market Value:	\$796,970
Ag Use Value:	\$18,800
Appraised Value:	\$796,970
Homestead Cap Loss: 0	\$0
Assessed Value:	\$179,370

VALUES DISPLAYED ARE 2022 CERTIFIED VALUES.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
234	VAN ZANDT COUNTY	0.480428	\$796,970	\$179,370	\$861.74	
ESD3	EMERGENCY SERVICE DIST 3	0.077000	\$796,970	\$179,370	\$138.11	
SCA	ATHENS ISD	1.335590	\$796,970	\$179,370	\$2,395.65	
SRT	VZC SPECIAL ROAD TAX	0.100000	\$796,970	\$179,370	\$179.37	



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Total Tax Rate: 1.993018

Estimated Taxes With Exemptions: \$3,574.87

Estimated Taxes Without Exemptions: \$15,883.76

■ Property Improvement - Building

Type: RES State Code: E1 Living Area: 2,178.00sqft Value: \$150,271

Type	Description	Class CD	Effective Year Built	Year Built	SQFT
RES	RESIDENCE	8-	1992	1992	1,684.00
UPST	UPSTAIRS	8-	1992	1992	494.00
CP2	COV PATIO/PORCH	8-	1992	1992	80.00
SP	SCREEN PORCH	8-	1992	1992	128.00
BARN	BARN	700	1970	1970	2,000.00
BARN	BARN	700	2000	2000	988.00

■ Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
71A51		148	6,446,880.00	0.00	0.00	\$636,400	\$18,796
71A51		1	43,560.00	0.00	0.00	\$10,300	\$0

■ Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$186,010	\$978,040	\$25,160	\$1,164,050	\$0	\$223,730
2021	\$133,530	\$710,030	\$22,790	\$843,560	\$0	\$167,050
2020	\$150,270	\$646,700	\$18,800	\$796,970	\$0	\$179,370
2019	\$153,810	\$620,390	\$18,800	\$774,200	\$0	\$182,730
2018	\$158,200	\$506,170	\$16,720	\$664,370	\$0	\$184,280
2017	\$121,780	\$437,020	\$15,980	\$558,800	\$0	\$146,650
2016	\$116,540	\$420,810	\$16,280	\$537,350	\$0	\$141,600
2015	\$108,070	\$348,700	\$16,280	\$456,770	\$0	\$132,650



2014	\$105,660	\$348,700	\$17,910	\$454,360	\$0	\$131,870
2013	\$107,000	\$348,700	\$17,910	\$455,700	\$0	\$133,210
2012	\$108,340	\$348,700	\$17,910	\$457,040	\$0	\$134,550
2011	\$111,020	\$348,700	\$17,910	\$459,720	\$0	\$137,230

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
6/24/2022			GIROT LISA L	CSD VAN ZANDT LLC			2022-007473
3/3/2020			THIBODEAUX LOUIS	GIROT LISA L			2020-002115
1/1/1900			THIBODEAUX GWENDOLYN	THIBODEAUX LOUIS			
4/12/2002			BIRNBAUM UDO H	THIBODEAUX GWENDOLYN	1710	590	700978058000

Estimated Tax Due

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10/20/2022



Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount/Penalty & Interest	Attorney Fees	Amount Due
2022	VAN ZANDT COUNTY	\$223,730	\$766.71	\$766.71	\$0.00	\$0.00	\$0.00	\$0.00



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2022	EMERGENCY SERVICE DIST 3	\$223,730	\$223.73	\$223.73	\$0.00	\$0.00	\$0.00	\$0.00
2022	VZC SPECIAL ROAD TAX	\$223,730	\$223.73	\$223.73	\$0.00	\$0.00	\$0.00	\$0.00
	2022 Total:		\$1,214.17	\$1,214.17	\$0.00	\$0.00	\$0.00	\$0.00
2021	VAN ZANDT COUNTY	\$167,050	\$707.41	\$707.41	\$0.00	\$0.00	\$0.00	\$0.00
2021	EMERGENCY SERVICE DIST 3	\$167,050	\$125.62	\$125.62	\$0.00	\$0.00	\$0.00	\$0.00
2021	VZC SPECIAL ROAD TAX	\$167,050	\$167.05	\$167.05	\$0.00	\$0.00	\$0.00	\$0.00
	2021 Total:		\$1,000.08	\$1,000.08	\$0.00	\$0.00	\$0.00	\$0.00
2020	VAN ZANDT COUNTY	\$179,370	\$861.74	\$861.74	\$0.00	\$0.00	\$0.00	\$0.00
2020	EMERGENCY SERVICE DIST 3	\$179,370	\$138.11	\$138.11	\$0.00	\$0.00	\$0.00	\$0.00
2020	VZC SPECIAL ROAD TAX	\$179,370	\$179.37	\$179.37	\$0.00	\$0.00	\$0.00	\$0.00
	2020 Total:		\$1,179.22	\$1,179.22	\$0.00	\$0.00	\$0.00	\$0.00
2019	VAN ZANDT COUNTY	\$182,730	\$939.65	\$939.65	\$0.00	\$0.00	\$0.00	\$0.00
2019	EMERGENCY SERVICE DIST 3	\$182,730	\$144.72	\$144.72	\$0.00	\$0.00	\$0.00	\$0.00
2019	VZC SPECIAL ROAD TAX	\$182,730	\$182.73	\$182.73	\$0.00	\$0.00	\$0.00	\$0.00
	2019 Total:		\$1,267.10	\$1,267.10	\$0.00	\$0.00	\$0.00	\$0.00
2018	VAN ZANDT COUNTY	\$184,280	\$950.60	\$950.60	\$0.00	\$0.00	\$0.00	\$0.00
2018	EMERGENCY SERVICE DIST 3	\$184,280	\$147.06	\$147.06	\$0.00	\$0.00	\$0.00	\$0.00
2018	VZC SPECIAL ROAD TAX	\$184,280	\$184.28	\$184.28	\$0.00	\$0.00	\$0.00	\$0.00
	2018 Total:		\$1,281.94	\$1,281.94	\$0.00	\$0.00	\$0.00	\$0.00
2017	VAN ZANDT COUNTY	\$146,650	\$756.49	\$756.49	\$0.00	\$0.00	\$0.00	\$0.00
2017	EMERGENCY SERVICE DIST 3	\$146,650	\$117.03	\$117.03	\$0.00	\$0.00	\$0.00	\$0.00



2017	VZC SPECIAL ROAD TAX	\$146,650	\$146.65	\$146.65	\$0.00	\$0.00	\$0.00	\$0.00
	2017 Total:		\$1,020.17	\$1,020.17	\$0.00	\$0.00	\$0.00	\$0.00
2016	VAN ZANDT COUNTY	\$141,600	\$687.96	\$687.96	\$0.00	\$0.00	\$0.00	\$0.00
2016	EMERGENCY SERVICE DIST 3	\$141,600	\$113.00	\$113.00	\$0.00	\$0.00	\$0.00	\$0.00
2016	VZC SPECIAL ROAD TAX	\$141,600	\$141.60	\$141.60	\$0.00	\$0.00	\$0.00	\$0.00
	2016 Total:		\$942.56	\$942.56	\$0.00	\$0.00	\$0.00	\$0.00
2015	VAN ZANDT COUNTY	\$132,650	\$644.48	\$644.48	\$0.00	\$0.00	\$0.00	\$0.00
2015	EMERGENCY SERVICE DIST 3	\$132,650	\$105.85	\$105.85	\$0.00	\$0.00	\$0.00	\$0.00
	2015 Total:		\$750.33	\$750.33	\$0.00	\$0.00	\$0.00	\$0.00
2014	VAN ZANDT COUNTY	\$131,870	\$640.69	\$640.69	\$0.00	\$0.00	\$0.00	\$0.00
2014	EMERGENCY SERVICE DIST 3	\$131,870	\$105.23	\$105.23	\$0.00	\$0.00	\$0.00	\$0.00
	2014 Total:		\$745.92	\$745.92	\$0.00	\$0.00	\$0.00	\$0.00
2013	VAN ZANDT COUNTY	\$133,210	\$647.20	\$647.20	\$0.00	\$0.00	\$0.00	\$0.00
2013	EMERGENCY SERVICE DIST 3	\$133,210	\$106.30	\$106.30	\$0.00	\$0.00	\$0.00	\$0.00
	2013 Total:		\$753.50	\$753.50	\$0.00	\$0.00	\$0.00	\$0.00
2012	VAN ZANDT COUNTY	\$134,550	\$632.47	\$632.47	\$0.00	\$0.00	\$0.00	\$0.00
	2012 Total:		\$632.47	\$632.47	\$0.00	\$0.00	\$0.00	\$0.00
2011	VAN ZANDT COUNTY	\$137,230	\$645.07	\$645.07	\$0.00	\$0.00	\$0.00	\$0.00
	2011 Total:		\$645.07	\$645.07	\$0.00	\$0.00	\$0.00	\$0.00



Property ID: R000032761 For Year 2021

19715 19713 113596 104708 32756 32758

19656 19741 57350 19727 19729

A-978
YOUNG, P 113313

105431 32761

19736 19737

19735

19660 19738

19660 19743

19740 19739 19752

32771

32251 32 55 6 FLO 32

Account	
Property ID:	R000032761
Legal Description:	Acres 149.000, ABST: 978, SUR: P YOUNG,
Geographic ID:	070.0978.0580.0000.0000
Agent:	
Type:	Real
Location	
Address:	540 VZ COUNTY ROAD 2916
Map ID:	35A
Neighborhood CD:	R32761
Owner	
Owner ID:	GMNI20210315152541313
Name:	GIROT LISA L
Mailing Address:	208 E NAPOLEON ST SULPHUR, LA 70663
% Ownership:	100.0%

Exemptions:

For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$133,530
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$10,730
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$699,300
Market Value:	\$843,560
Ag Use Value:	\$22,790
Appraised Value:	\$843,560
Homestead Cap Loss: ⓘ	\$0
Assessed Value:	\$167,050

VALUES DISPLAYED ARE 2022 CERTIFIED VALUES.

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Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
234	VAN ZANDT COUNTY	0.423472	\$843,560	\$167,050	\$707.41	
ESD3	EMERGENCY SERVICE DIST 3	0.075200	\$843,560	\$167,050	\$125.62	
SCA	ATHENS ISD	1.271090	\$843,560	\$167,050	\$2,123.36	
SRT	VZC SPECIAL ROAD TAX	0.100000	\$843,560	\$167,050	\$167.05	



Total Tax Rate: 1.869762

Estimated Taxes With Exemptions: \$3,123.44

Estimated Taxes Without Exemptions: \$15,772.57

■ Property Improvement - Building

Type: RES State Code: E1 Living Area: 2,178.00sqft Value: \$133,528

Type	Description	Class CD	Effective Year Built	Year Built	SQFT
RES	RESIDENCE	8-	1992	1992	1,684.00
UPST	UPSTAIRS	8-	1992	1992	494.00
CP2	COV PATIO/PORCH	8-	1992	1992	80.00
SP	SCREEN PORCH	8-	1992	1992	128.00
BARN	BARN	700	1970	1970	2,000.00
BARN	BARN	700	2000	2000	988.00

■ Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
72A51		148	6,446,880.00	0.00	0.00	\$699,300	\$22,792
72A51		1	43,560.00	0.00	0.00	\$10,725	\$0

■ Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$186,010	\$978,040	\$25,160	\$1,164,050	\$0	\$223,730
2021	\$133,530	\$710,030	\$22,790	\$843,560	\$0	\$167,050
2020	\$150,270	\$646,700	\$18,800	\$796,970	\$0	\$179,370
2019	\$153,810	\$620,390	\$18,800	\$774,200	\$0	\$182,730
2018	\$158,200	\$506,170	\$16,720	\$664,370	\$0	\$184,280
2017	\$121,780	\$437,020	\$15,980	\$558,800	\$0	\$146,650
2016	\$116,540	\$420,810	\$16,280	\$537,350	\$0	\$141,600
2015	\$108,070	\$348,700	\$16,280	\$456,770	\$0	\$132,650



2014	\$105,660	\$348,700	\$17,910	\$454,360	\$0	\$131,870
2013	\$107,000	\$348,700	\$17,910	\$455,700	\$0	\$133,210
2012	\$108,340	\$348,700	\$17,910	\$457,040	\$0	\$134,550
2011	\$111,020	\$348,700	\$17,910	\$459,720	\$0	\$137,230

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
6/24/2022			GIROT LISA L	CSD VAN ZANDT LLC			2022-007473
3/3/2020			THIBODEAUX LOUIS	GIROT LISA L			2020-002115
1/1/1900			THIBODEAUX GWENDOLYN	THIBODEAUX LOUIS			
4/12/2002			BIRNBAUM UDO H	THIBODEAUX GWENDOLYN	1710	590	700978058000

Estimated Tax Due

ATTENTION

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WE CANNOT GUARANTEE THE ACCURACY OF THE AMOUNT DUE LISTED BELOW

If Paid:

10/20/2022



Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount/Penalty & Interest	Attorney Fees	Amount Due
2022	VAN ZANDT COUNTY	\$223,730	\$766.71	\$766.71	\$0.00	\$0.00	\$0.00	\$0.00



2022	EMERGENCY SERVICE DIST 3	\$223,730	\$223.73	\$223.73	\$0.00	\$0.00	\$0.00	\$0.00
2022	VZC SPECIAL ROAD TAX	\$223,730	\$223.73	\$223.73	\$0.00	\$0.00	\$0.00	\$0.00
	2022 Total:		\$1,214.17	\$1,214.17	\$0.00	\$0.00	\$0.00	\$0.00
2021	VAN ZANDT COUNTY	\$167,050	\$707.41	\$707.41	\$0.00	\$0.00	\$0.00	\$0.00
2021	EMERGENCY SERVICE DIST 3	\$167,050	\$125.62	\$125.62	\$0.00	\$0.00	\$0.00	\$0.00
2021	VZC SPECIAL ROAD TAX	\$167,050	\$167.05	\$167.05	\$0.00	\$0.00	\$0.00	\$0.00
	2021 Total:		\$1,000.08	\$1,000.08	\$0.00	\$0.00	\$0.00	\$0.00
2020	VAN ZANDT COUNTY	\$179,370	\$861.74	\$861.74	\$0.00	\$0.00	\$0.00	\$0.00
2020	EMERGENCY SERVICE DIST 3	\$179,370	\$138.11	\$138.11	\$0.00	\$0.00	\$0.00	\$0.00
2020	VZC SPECIAL ROAD TAX	\$179,370	\$179.37	\$179.37	\$0.00	\$0.00	\$0.00	\$0.00
	2020 Total:		\$1,179.22	\$1,179.22	\$0.00	\$0.00	\$0.00	\$0.00
2019	VAN ZANDT COUNTY	\$182,730	\$939.65	\$939.65	\$0.00	\$0.00	\$0.00	\$0.00
2019	EMERGENCY SERVICE DIST 3	\$182,730	\$144.72	\$144.72	\$0.00	\$0.00	\$0.00	\$0.00
2019	VZC SPECIAL ROAD TAX	\$182,730	\$182.73	\$182.73	\$0.00	\$0.00	\$0.00	\$0.00
	2019 Total:		\$1,267.10	\$1,267.10	\$0.00	\$0.00	\$0.00	\$0.00
2018	VAN ZANDT COUNTY	\$184,280	\$950.60	\$950.60	\$0.00	\$0.00	\$0.00	\$0.00
2018	EMERGENCY SERVICE DIST 3	\$184,280	\$147.06	\$147.06	\$0.00	\$0.00	\$0.00	\$0.00
2018	VZC SPECIAL ROAD TAX	\$184,280	\$184.28	\$184.28	\$0.00	\$0.00	\$0.00	\$0.00
	2018 Total:		\$1,281.94	\$1,281.94	\$0.00	\$0.00	\$0.00	\$0.00
2017	VAN ZANDT COUNTY	\$146,650	\$756.49	\$756.49	\$0.00	\$0.00	\$0.00	\$0.00
2017	EMERGENCY SERVICE DIST 3	\$146,650	\$117.03	\$117.03	\$0.00	\$0.00	\$0.00	\$0.00

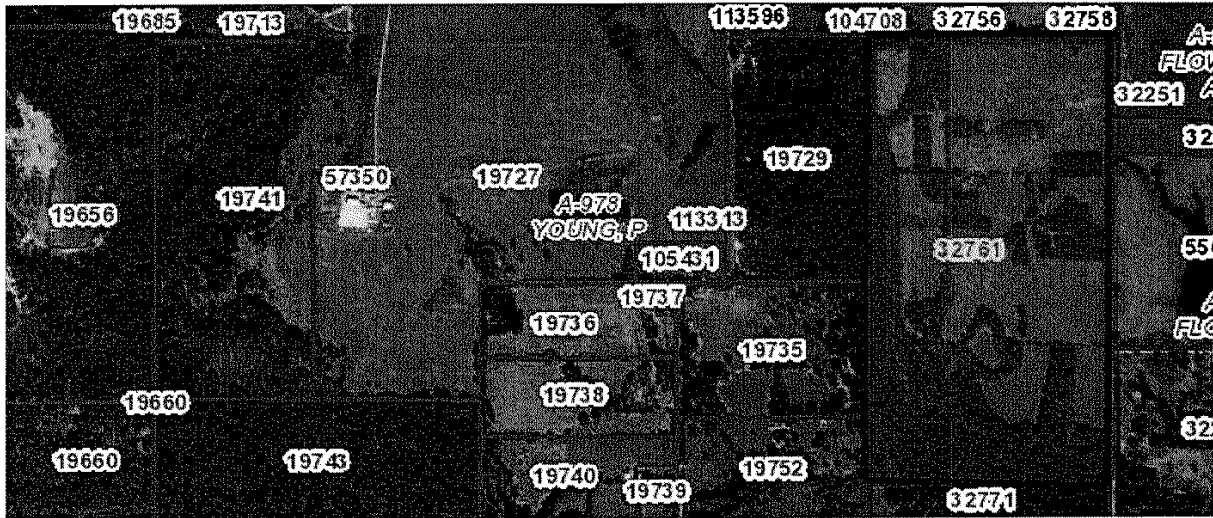


2017	VZC SPECIAL ROAD TAX	\$146,650	\$146.65	\$146.65	\$0.00	\$0.00	\$0.00	\$0.00
	2017 Total:		\$1,020.17	\$1,020.17	\$0.00	\$0.00	\$0.00	\$0.00
2016	VAN ZANDT COUNTY	\$141,600	\$687.96	\$687.96	\$0.00	\$0.00	\$0.00	\$0.00
2016	EMERGENCY SERVICE DIST 3	\$141,600	\$113.00	\$113.00	\$0.00	\$0.00	\$0.00	\$0.00
2016	VZC SPECIAL ROAD TAX	\$141,600	\$141.60	\$141.60	\$0.00	\$0.00	\$0.00	\$0.00
	2016 Total:		\$942.56	\$942.56	\$0.00	\$0.00	\$0.00	\$0.00
2015	VAN ZANDT COUNTY	\$132,650	\$644.48	\$644.48	\$0.00	\$0.00	\$0.00	\$0.00
2015	EMERGENCY SERVICE DIST 3	\$132,650	\$105.85	\$105.85	\$0.00	\$0.00	\$0.00	\$0.00
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2014	EMERGENCY SERVICE DIST 3	\$131,870	\$105.23	\$105.23	\$0.00	\$0.00	\$0.00	\$0.00
	2014 Total:		\$745.92	\$745.92	\$0.00	\$0.00	\$0.00	\$0.00
2013	VAN ZANDT COUNTY	\$133,210	\$647.20	\$647.20	\$0.00	\$0.00	\$0.00	\$0.00
2013	EMERGENCY SERVICE DIST 3	\$133,210	\$106.30	\$106.30	\$0.00	\$0.00	\$0.00	\$0.00
	2013 Total:		\$753.50	\$753.50	\$0.00	\$0.00	\$0.00	\$0.00
2012	VAN ZANDT COUNTY	\$134,550	\$632.47	\$632.47	\$0.00	\$0.00	\$0.00	\$0.00
	2012 Total:		\$632.47	\$632.47	\$0.00	\$0.00	\$0.00	\$0.00
2011	VAN ZANDT COUNTY	\$137,230	\$645.07	\$645.07	\$0.00	\$0.00	\$0.00	\$0.00
	2011 Total:		\$645.07	\$645.07	\$0.00	\$0.00	\$0.00	\$0.00



Van Zandt CAD Property Search

Property ID: R000032761 For Year 2022

 Map

 Property Details

Account	
Property ID:	R000032761
Legal Description:	Acres 148.120, ABST: 978, SUR: P YOUNG,
Geographic ID:	070.0978.0580.0000.0000
Agent:	
Type:	Real
Location	
Address:	540 VZ COUNTY ROAD 2916
Map ID:	35A
Neighborhood CD:	R32761
Owner	
Owner ID:	GMNI20220713142038820
Name:	CSD VAN ZANDT LLC
Mailing Address:	6115 OWENS ST, STE 201 DALLAS, TX 75235
% Ownership:	100.0%



Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$186,010
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$12,560
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$965,480
Market Value:	\$1,164,050
Ag Use Value:	\$25,160
Appraised Value:	\$1,164,050
Homestead Cap Loss: ⓘ	\$0
Assessed Value:	\$223,730

VALUES DISPLAYED ARE 2022 CERTIFIED VALUES.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
234	VAN ZANDT COUNTY	0.342694	\$1,164,050	\$223,730	\$766.71	
ESD3	EMERGENCY SERVICE DIST 3	0.100000	\$1,164,050	\$223,730	\$223.73	
SCA	ATHENS ISD	1.253690	\$1,164,050	\$223,730	\$2,804.88	
SRT	VZC SPECIAL ROAD TAX	0.100000	\$1,164,050	\$223,730	\$223.73	



Total Tax Rate: 1.796384

Estimated Taxes With Exemptions: \$4,019.05

Estimated Taxes Without Exemptions: \$20,910.81

■ Property Improvement - Building

Type: RES State Code: E1 Living Area: 2,178.00sqft Value: \$186,009

Type	Description	Class CD	Effective Year Built	Year Built	SQFT
RES	RESIDENCE	8-	1992	1992	1,684.00
UPST	UPSTAIRS	8-	1992	1992	494.00
CP2	COV PATIO/PORCH	8-	1992	1992	80.00
SP	SCREEN PORCH	8-	1992	1992	128.00
BARN	BARN	700	1970	1970	2,000.00
BARN	BARN	700	2000	2000	988.00

■ Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
71A51		147.12	6,408,547.00	0.00	0.00	\$965,475	\$25,158
71A51		1	43,560.00	0.00	0.00	\$12,562	\$0

■ Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$186,010	\$978,040	\$25,160	\$1,164,050	\$0	\$223,730
2021	\$133,530	\$710,030	\$22,790	\$843,560	\$0	\$167,050
2020	\$150,270	\$646,700	\$18,800	\$796,970	\$0	\$179,370
2019	\$153,810	\$620,390	\$18,800	\$774,200	\$0	\$182,730
2018	\$158,200	\$506,170	\$16,720	\$664,370	\$0	\$184,280
2017	\$121,780	\$437,020	\$15,980	\$558,800	\$0	\$146,650
2016	\$116,540	\$420,810	\$16,280	\$537,350	\$0	\$141,600
2015	\$108,070	\$348,700	\$16,280	\$456,770	\$0	\$132,650



2014	\$105,660	\$348,700	\$17,910	\$454,360	\$0	\$131,870
2013	\$107,000	\$348,700	\$17,910	\$455,700	\$0	\$133,210
2012	\$108,340	\$348,700	\$17,910	\$457,040	\$0	\$134,550
2011	\$111,020	\$348,700	\$17,910	\$459,720	\$0	\$137,230

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
6/24/2022			GIROT LISA L	CSD VAN ZANDT LLC			2022-007473
3/3/2020			THIBODEAUX LOUIS	GIROT LISA L			2020-002115
1/1/1900			THIBODEAUX GWENDOLYN	THIBODEAUX LOUIS			
4/12/2002			BIRNBAUM UDO H	THIBODEAUX GWENDOLYN	1710	590	700978058000

Estimated Tax Due

ATTENTION

Indicated amount may not reflect delinquent tax due beyond a 5-year history. Partial payments or contract payments may not be reflected. Quarter payments that are made according to Section 31.031 of the Texas Property Tax Code are not considered delinquent.

PRIOR TO MAKING FULL OR PARTIAL PAYMENTS PLEASE CONTACT OUR OFFICE FOR A CURRENT AMOUNT DUE

WE CANNOT GUARANTEE THE ACCURACY OF THE AMOUNT DUE LISTED BELOW

If Paid:

10/20/2022



Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount/Penalty & Interest	Attorney Fees	Amount Due
2022	VAN ZANDT COUNTY	\$223,730	\$766.71	\$766.71	\$0.00	\$0.00	\$0.00	\$0.00



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2022	EMERGENCY SERVICE DIST 3	\$223,730	\$223.73	\$223.73	\$0.00	\$0.00	\$0.00	\$0.00
2022	VZC SPECIAL ROAD TAX	\$223,730	\$223.73	\$223.73	\$0.00	\$0.00	\$0.00	\$0.00
	2022 Total:		\$1,214.17	\$1,214.17	\$0.00	\$0.00	\$0.00	\$0.00
2021	VAN ZANDT COUNTY	\$167,050	\$707.41	\$707.41	\$0.00	\$0.00	\$0.00	\$0.00
2021	EMERGENCY SERVICE DIST 3	\$167,050	\$125.62	\$125.62	\$0.00	\$0.00	\$0.00	\$0.00
2021	VZC SPECIAL ROAD TAX	\$167,050	\$167.05	\$167.05	\$0.00	\$0.00	\$0.00	\$0.00
	2021 Total:		\$1,000.08	\$1,000.08	\$0.00	\$0.00	\$0.00	\$0.00
2020	VAN ZANDT COUNTY	\$179,370	\$861.74	\$861.74	\$0.00	\$0.00	\$0.00	\$0.00
2020	EMERGENCY SERVICE DIST 3	\$179,370	\$138.11	\$138.11	\$0.00	\$0.00	\$0.00	\$0.00
2020	VZC SPECIAL ROAD TAX	\$179,370	\$179.37	\$179.37	\$0.00	\$0.00	\$0.00	\$0.00
	2020 Total:		\$1,179.22	\$1,179.22	\$0.00	\$0.00	\$0.00	\$0.00
2019	VAN ZANDT COUNTY	\$182,730	\$939.65	\$939.65	\$0.00	\$0.00	\$0.00	\$0.00
2019	EMERGENCY SERVICE DIST 3	\$182,730	\$144.72	\$144.72	\$0.00	\$0.00	\$0.00	\$0.00
2019	VZC SPECIAL ROAD TAX	\$182,730	\$182.73	\$182.73	\$0.00	\$0.00	\$0.00	\$0.00
	2019 Total:		\$1,267.10	\$1,267.10	\$0.00	\$0.00	\$0.00	\$0.00
2018	VAN ZANDT COUNTY	\$184,280	\$950.60	\$950.60	\$0.00	\$0.00	\$0.00	\$0.00
2018	EMERGENCY SERVICE DIST 3	\$184,280	\$147.06	\$147.06	\$0.00	\$0.00	\$0.00	\$0.00
2018	VZC SPECIAL ROAD TAX	\$184,280	\$184.28	\$184.28	\$0.00	\$0.00	\$0.00	\$0.00
	2018 Total:		\$1,281.94	\$1,281.94	\$0.00	\$0.00	\$0.00	\$0.00
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	2015 Total:		\$750.33	\$750.33	\$0.00	\$0.00	\$0.00	\$0.00
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	2013 Total:		\$753.50	\$753.50	\$0.00	\$0.00	\$0.00	\$0.00
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2011	VAN ZANDT COUNTY	\$137,230	\$645.07	\$645.07	\$0.00	\$0.00	\$0.00	\$0.00
	2011 Total:		\$645.07	\$645.07	\$0.00	\$0.00	\$0.00	\$0.00



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Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Amy Womack on behalf of Katryna Watkins
Bar No. 24106554
aw@flowersdavis.com
Envelope ID: 69434289
Status as of 10/21/2022 8:13 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Celia C.Flowers		ccf@flowersdavis.com	10/20/2022 5:29:51 PM	SENT
Katryna Watkins		krw@flowersdavis.com	10/20/2022 5:29:51 PM	SENT
Amy Womack		aw@flowersdavis.com	10/20/2022 5:29:51 PM	SENT
Jennifer Wallace		legalassistant@flowersdavis.com	10/20/2022 5:29:51 PM	SENT
Tucker B.Royall		tbr@flowersdavis.com	10/20/2022 5:29:51 PM	SENT
Amanda Dupuis		ajd@flowersdavis.com	10/20/2022 5:29:51 PM	SENT
Udo Birnbaum		brnbn@aol.com	10/20/2022 5:29:51 PM	SENT

I certify this to be a true and exact copy of the original as filed in the District Clerk's Office, Van Zandt County, Texas.



[Signature]

Tara Waymire

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§
§
§
§
§
§
§

IN THE DISTRICT COURT

294TH JUDICIAL DISTRICT

VAN ZANDT COUNTY, TEXAS

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.

10/21/2022 10:44:29 am

Waynette Baker

Respectfully submitted,

FLOWERS DAVIS, P.L.L.C.
1021 ESE Loop 323, Suite 200
Tyler, Texas 75701
(903) 534-8063
(903) 534-1650 Facsimile

/s/ Katryna R. Watkins
KATRYNA R. WATKINS
State Bar No. 24106554
krw@flowersdavis.com

ATTORNEY FOR PLAINTIFF

Waynette Baker
294th District Court Administrator

Notice of Hearing



I certify this to be a true and
exact copy of the original on file
in the District Clerk's Office,
Van Zandt County, Texas.

By *[Signature]*
Deputy

1

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this instrument was served on all parties of record via electronic service manager on the 20th day of October 2022.

/s/Katryna R. Watkins
Katryna R. Watkins



Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Amy Womack on behalf of Katryna Watkins
Bar No. 24106554
aw@flowersdavis.com
Envelope ID: 69433392
Status as of 10/21/2022 10:59 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Celia C.Flowers		ccf@flowersdavis.com	10/20/2022 5:23:35 PM	SENT
Katryna Watkins		krw@flowersdavis.com	10/20/2022 5:23:35 PM	SENT
Amy Womack		aw@flowersdavis.com	10/20/2022 5:23:35 PM	SENT
Jennifer Wallace		legalassistant@flowersdavis.com	10/20/2022 5:23:35 PM	SENT
Tucker B.Royall		tbr@flowersdavis.com	10/20/2022 5:23:35 PM	SENT
Amanda Dupuis		ajd@flowersdavis.com	10/20/2022 5:23:35 PM	SENT
Udo Birnbaum		brnbn@aol.com	10/20/2022 5:23:35 PM	SENT



I certify this to be a true and exact copy of the original on file in the District Clerk's Office, Van Zandt County, Texas.
By  Deputy

FILED FOR RECORD
2022 NOV -3 PM 1:32

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff/Counter Defendant

v. \$ IN THE DISTRICT COURT

UDO BIRNBAUM
Defendant/Cross Plaintiff

\$

\$ 294TH JUDICIAL DISTRICT

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

Response to Plaintiff's Motion for Summary Judgment
Page 1 of 7



I certify this to be a true and
exact copy of the original on file
in the District Clerk's Office,
Van Zandt County, Texas
B/ *[Signature]*

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

Response to Plaintiff's Motion for Summary Judgment
Page 2 of 7



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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?

Response to Plaintiff's Motion for Summary Judgment
Page 4 of 7



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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

Prò 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

Response to Plaintiff's Motion for Summary Judgment
Page 6 of 7



CERTIFIED COPY

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
Katrnya R. Watkins, Flowers Davis, 1021 ESE Loop 323, Suite 200, Tyler,
Texas 75701


UDO BIRNBAUM, *Pro Se*



CAUSE NO. 22-00105

CSD VAN ZANDT LLC

Plaintiff/Counter Defendant

v.

\$ IN THE DISTRICT COURT

UDO BIRNBAUM

\$

Defendant/Cross Plaintiff

\$

v.

\$

ROBERT O. DOW

COREY KELLAM

CELIA C. FLOWERS

VAN ZANDT COUNTY

\$ VAN ZANDT COUNTY, TX

\$

Cross Defendants

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.

Affidavit of Udo Birnbaum
page 1 of 3



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,

Affidavit of Udo Birnbaum
page 2 of 3



CERTIFIED COPY

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

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

EX OFFICIO
Van Zandt County

District Clerk
By *Dana Waymire*

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

Affidavit of Udo Birnbaum
page 3 of 3



CERTIFIED COPY

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 .



CERTIFIED COPY



CERTIFIED COPY

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.

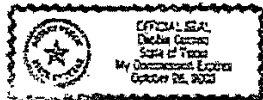
EXECUTED this the 24th day of April, 2002.

Gwendolyn Wright Thibodeaux
Gwendolyn Wright Thibodeaux

THE STATE OF TEXAS
COUNTY OF VAN ZANDT

This instrument was acknowledged before me on this 24th day of April, 2002, by
GWENDOLYN WRIGHT THIBODEAUX.

Rebekah Cornett
Notary Public, State of Texas



CERTIFIED COPY

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 2 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. Giro
Notary Public, State of Louisiana

Lisa L. Giro
Notary # 006551
Calcasieu Parish, Louisiana
Commission Expires at Death



CERTIFIED COPY

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: "Brnbn@aol.com" <Brnbn@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



7/1/2022, 3:21 PM
CERTIFIED COPY

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: "Brnbn@aol.com" <Brnbn@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: BRNBN@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



7/19/2022, 3:21 PM

CERTIFIED COPY

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-in-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: brnbn@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, brnbn@aol.com <brnbn@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 earlier
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 poop", 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.



Re: THIBODEAUX

<https://mail.aol.com/webmail-std/en-us/PrintMessage>

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

Exhibit 08 - 1st Affidavit of
Robert Dow. Lots of
OPPOSED issues in here

CAUSE NO. _____

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§
§
§
§
§
§
§

IN THE DISTRICT COURT

____ JUDICIAL DISTRICT

VAN ZANDT COUNTY, TEXAS

AFFIDAVIT OF ROBERT O. 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 O. 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 Original Petition and Application for Temporary Injunction* and have personal knowledge of all facts contained therein, which are true and correct. Specifically, my company, CSD Van Zandt, LLC, purchased the property at subject in this cause ("the Property") in or around June 2022 from Lisa Leger Girot, Patricia Moore Barclay, and James T. Moore, III. CSD Van Zandt, LLC purchased the Property through East Texas Title Company. I have a title policy on the property, and the title company, title underwriter, and lender all approved title.
3. Before purchasing the Property, I was aware that Udo Birnbaum was living on a portion of the Property at 540 Van Zandt County Road 2916, Eustace, Texas 75124. As such, I had my attorneys with Flowers Davis, PLLC send Mr. Birnbaum a letter on June 30, 2022 to terminate his alleged tenancy at will and demand that he vacate the Property as required under Texas Property Code Sections 24.005 and 91.001. To my knowledge, Mr. Birnbaum received the letter on July 14, 2022. To date, he still occupies the Property.
4. Moreover, since receipt of the above-referenced letter, Mr. Birnbaum has caused trouble for myself and my company and has obstructed access to the Property. Shortly after

*Affidavit of Robert O. Dow
Van Zandt County, Texas*



CERTIFIED COPY

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.

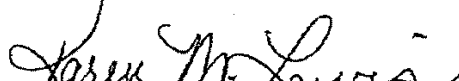
6. I understand that any false statements made in this Affidavit will subject me to penalties of perjury."

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

Affidavit of Robert O. Dow
Van Zandt County, Texas



Exhibit 09 - 2nd Affidavit of
Robert Dow. DELETES and
HIDES opposed issues to
sneak in MSJ by submission

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§
§
§
§
§
§
§

IN THE DISTRICT COURT

294TH JUDICIAL DISTRICT

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 Giroi, 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.



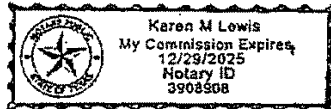
Robert Dow

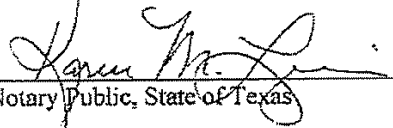
*Affidavit of Robert Dow
Van Zandt County, Texas*



CERTIFIED COPY

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

Affidavit of Robert Dow
Van Zandt County, Texas



Document No. 2022-007473

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



CERTIFIED COPY

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

Warranty Deed with Vendor's Lien, Page 1
GF437981



CERTIFIED COPY

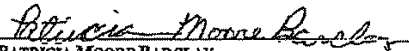
improvements; all rights, obligations, and other matters arising from and existing by reason any governmental or other entity authorized to establish regulations and assess taxes and liens, including, but not limited to, the county where the property is located and water improvement districts; applicable 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 whosoever 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.

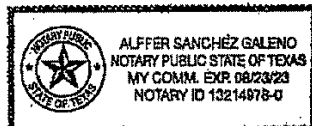
SANGER BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of SANGER BANK and are transferred to SANGER BANK,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

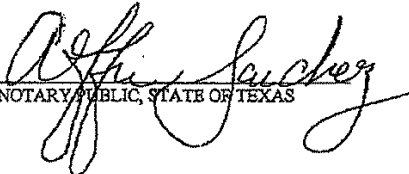
When the context requires, singular nouns and pronouns include the plural.


PATRICIA MOORE BARCLAY

STATE OF TEXAS §
COUNTY OF Van Zandt §

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



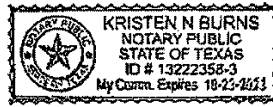

NOTARY PUBLIC, STATE OF TEXAS



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

Warranty Deed with Vendor's Lien, Page 3
GF437981



Lisa Leger Giroit
LISA LEGER GIROT

STATE OF LOUISIANA §
PARISH OF Calcasieu §

This instrument was acknowledged before me on the 24th 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

Warranty Deed with Vendor's Lien, Page 4
GF437981



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. Brumbaum, dated September 17, 1981 and recorded in Volume 964, Page 447 of the Deed Records of Van Zandt County, Texas, and this 148.32 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 Lindsey 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 3, 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.

Warranty Deed with Vendor's Lien, Page 6
GF437981



I certify this to be a true and exact copy of the original on file in the District Clerk's Office, Van Zandt County, Texas
D/ 

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

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IN THE DISTRICT COURT

294th JUDICIAL DISTRICT

VAN ZANDT COUNTY, TEXAS

**PLAINTIFF'S REPLY TO DEFENDANT'S RESPONSE IN OPPOSITION TO
HEARING BY SUBMISSION OF PLAINTIFF'S MSJ FOR NOV. 14, 2022**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, CSD VAN ZANDT LLC, Plaintiff herein, and respectfully submits this *Reply to Defendant's Response in Opposition to Hearing by Submission of Plaintiff's MSJ for Nov. 14, 2022*, and in support of same, would show the Court the following:

**I.
INTRODUCTION**

1. In a perplexing web of meritless arguments, Defendant's purported *Response* to Plaintiffs' Motion for Summary Judgment: (1) fails to address Texas jurisprudence on bona fide purchasers; (2) blatantly makes contradictory statements as to the payment of taxes on the Van Zandt County property at subject; (3) references inadmissible evidence that lacks any semblance of relevance or credibility; and (4) states arguments and attempts to use evidence that further bolsters Plaintiff's claims. Significantly, Defendant's *Response* fails to present any evidence to a reasonable trier of fact that would preclude the grant of summary judgment in Plaintiff's favor.

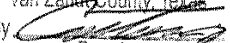
**II.
EXHIBITS**

2. Plaintiff incorporates and adopts by reference as if fully set out herein its prior *Motion* and all evidence attached thereto, on file and of record with this Court. Plaintiff further

Plaintiff's Reply to Defendant's Response in Opposition to Hearing by Submission on MSJ
CN: 22-00105; CSD Van Zandt LLC v. Birnbaum
Van Zandt County, Texas

1



I certify this to be a true and exact copy of the original on file in the District Clerk's Office, Van Zandt County, Texas.
By 
Deputy

sets forth the following evidence in support of this Reply and incorporates and adopts same herein by reference.

Exhibit A: Business Records Affidavit of Katryna R. Watkins dated November 11, 2022, with the following attachments:

Attachment 1: Van Zandt County Appraisal District Tax Payment Receipts for 2001-Present;

Attachment 2: Affidavit of Facts Concerning the Identity of Heirs of Gwendolyn Wright Thibodeaux.

III. **UNDISPUTED FACTS**

3. According to the Van Zandt County Appraisal District, Gwendolyn Thibodeaux, Louis Thibodeaux, and/or Lisa Girot paid property taxes on the subject property for tax years 2002-2021. In 2022, when it acquired the subject property, CSD Van Zandt LLC, Plaintiff herein, paid the applicable property taxes;

4. According to the Van Zandt County Property Records, at her death Gwendolyn Thibodeaux owned the 148 acres at subject herein;

5. At all times from 2002 and until the Notices to Vacate were sent by CSD Van Zandt LLC to Defendant, the record title owners of the subject property have known of his occupation of the subject property and allowed him to reside on same.

IV. **ARGUMENT & AUTHORITIES**

i. No Procedural Issues Exist to Preclude Summary Judgment in Favor of Plaintiff



6. In his response, Defendant seemingly attempts to challenge the filing of Plaintiff's Motion for Summary Judgment at this stage of the litigation and the format of the hearing on same. Defendant's arguments are a groundless, misapplication of Texas law.

7. With respect to the first item raised by Defendant, Texas law is clear that "A plaintiff may move for a traditional summary judgment anytime after the defendant answers the lawsuit. *See*, Tex. R. Civ. P. 166a(a). *Defendant's Answer and Counterclaim*, in which he appears to refer to Plaintiff's counsel as "useful idiots," was filed on August 29, 2022.¹ At any point after August 29, 2022, Plaintiff was, and is, entitled to move forward on a traditional motion for summary judgment on any of its claims. Likewise, Defendant has not brought a request to continue the setting before the Court.

8. Moreover, to the extent that the Interrogatories sent by Defendant are an attempt to seek a narrative account of Plaintiff's claim of ownership over the approximate 148 acres, Plaintiff reiterates its objection to Defendant's request as repetitive and harassing. Plaintiff has provided details of its chain of title in its live pleadings and *Traditional Motion for Summary Judgment*, which each contain supporting documentation.

9. Further, in response to Defendant's second item that concerns the format of the hearing on *Plaintiff's Traditional Motion for Summary Judgment*, Defendant erroneously relies on a statute contained in the Texas Estates Code that governs hearings held by submission. Said provision governs "Guardianships and Related Proceedings" and is wholly inapplicable as this case does not have any relation to a contested guardianship. *See*, Tex. Est. Code § 1055.051.

¹ Plaintiff moves the Court to take judicial notice of Defendant's Answer and Counterclaim on file and of record with the Court.



10. To this point, the trial court has the discretion to decide the format of summary judgment hearings. Stated otherwise, the summary-judgment rule does not mandate an oral hearing in all cases. *Gordon v. Ward*, 822 S.W.2d 90, 92 (Tex. App.---Houston [1st Dist.] 1991, writ denied). Moreover, a trial court may rule on a summary-judgment motion without a hearing on the basis of the written motion, response, and supporting summary-judgment evidence. *Martin v. Cohen*, 804 S.W.2d 201, 202–03 (Tex. App.---Houston [14th Dist.] 1991, no writ); *Zuniga v. San Benito Consol. Indep. Sch. Dist.*, No. 13-02-417-CV, 2004 WL 1687883, at *2 (Tex. App. July 29, 2004, no pet. h.).

11. In the instant case, a hearing by submission is appropriate, as Defendant's antics are blatant attempts to further delay this litigation and distract the Court from its consideration of the substantive issues involved in this case. The inadmissible email correspondence cited as Exhibit 7 in *Defendant's Response* demonstrates that he has a long-time history of attempting to make a mockery of the court system. Therefore, Plaintiff avers that its hearing, which was properly noticed, should proceed as scheduled on November 14, 2022.

ii. No Fact Issue Exists as to Ownership Interest Derived from Gwendolyn Thibodeaux

12. Defendant incorrectly argues that no documents exist that evidence Gwendolyn Thibodeaux's ownership interest in the approximate 148 acres after her death. This attempt to create a fact issue must also fail, and a cursory review of the Texas property records dismisses this claim. As stated in Plaintiff's *Motion*, in December 2006, Mrs. Thibodeaux passed away in Athens, Texas. Nearly two (2) years later, on or around August 26, 2008, an *Affidavit of Facts Concerning the Identity of Heirs of Gwendolyn Wright Thibodeaux* was prepared by Anderson & Elliott, P.C. and filed in the Van Zandt County Property Records. See Exhibit A, Attachment 2. The Affidavit



included a sworn statement from two corroborating witnesses that at the time of her death, Mrs. Thibodeaux owned the property at subject in this suit and listed her heirs as (1) Louis Thibodeaux; (2) Patricia Barclay; and (3) James T. Moore III. *See id.*

13. Subsequently, a *Corrected Heirship Affidavit* was filed that appeared to correct a typo in the abstract number for a separate property owned by Mrs. Thibodeaux in Harris County. *See Exhibit C, Attachment 4 of Plaintiff's Traditional Motion for Summary Judgment*, incorporated and adopted herein. Notably, the heirship information and list of real property owned by Mrs. Thibodeaux at her death remained unchanged. *Id.* Said heirship information was later confirmed in a *Judgment Declaring Heirship* in the County Court of Van Zandt County, Texas, which was duly recorded in the Van Zandt County Property Records. *See Exhibit C, Attachment 5 of Plaintiff's Traditional Motion for Summary Judgment*, incorporated and adopted herein by reference.

14. Pursuant to the Texas Estates Code, when affidavits that concern property that passed through intestate succession are filed of record for at least five (5) years, said affidavits are considered prima facie evidence of title and heirship. *See Tex. Est. Code § 203.001 (a)(2)*. In this connection, the recorded Affidavits of Mrs. Thibodeaux's real property and heirship have been on file and unchallenged for approximately 14 years. Therefore, Defendant's arguments fail to raise a fact issue as to Plaintiff's chain of title because the property records prove that Mrs. Thibodeaux owned the subject property at her death, and that it passed through intestate succession to her heirs.

iii. Defendant's 2002 Warranty Deed Hail Mary Drops the Ball as He Has Failed to Present Any Evidence to Negate Plaintiff's Status as a BFP

15. Significantly, Defendant's seven (7) page *Response* does not address Plaintiff's status as a bona fide purchaser. Instead, Defendant relies on the 2017 unrecorded deed from Louis



Thibodeaux to Defendant, which was never furnished to Plaintiff until *after* the purchase of the property, and an unrecorded deed allegedly executed by Gwendolyn Thibodeaux in 2002, which was revealed for the first time with the filing of Defendant's *Response*. These documents are patently irrelevant to this lawsuit, as Plaintiff had no knowledge – actual or constructive – of the existence of the deeds prior to purchasing the subject property.

16. It is well-established in Texas that a bona fide purchaser is not subject to certain claims or defenses. *Madison v. Gordon*, 39 S.W.3d 604 (Tex. 2001); *Carter v. Converse*, 550 S.W.2d 322, 329 (Tex. Civ. App.—Tyler 1977, writ ref'd n.r.e.). This point is illustrated by *Farias v. Vera*, No. 13-09-00301-CV, 2010 WL 2432096 (Tex. App. June 17, 2010, re'h overruled). In *Farias*, a seller named Glenn entered into a contract for deed agreement with Farias, a renter, for the purchase of a mobile home and surrounding land in Hidalgo County. *See id.* at *1. The contract for deed was not recorded in the property records of Hidalgo County. *Id.* Subsequently, Farias became delinquent in his monthly payments, and Glenn learned that he had also fallen behind in the tax payments such that the property was nearly forced into foreclosure. *See id.* The trial court record reflected that Glenn then made all necessary payments to prevent foreclosure, then sold the property to Vera, a third party who responded to the newspaper ad. *Id.* It also appeared from the record that Glenn informed Vera that there was a renter permitted on the property (i.e. Farias) who planned to move. *Id.*

17. Ultimately, Vera purchased the property and promptly recorded his deed. *See id.* Vera also purchased a title policy that did not reflect a contract for deed between Glenn and Farias. *Id.* Later, when Vera visited the property to remove Farias from the premises, Farias refused to leave and revealed, for the first time, the contract for deed to Vera. *Id.* at *2. At trial, the record



reflected that Farias lived on the property “since October of 2003 without paying rent, mortgage, or property taxes.” *Id.* At the conclusion of the evidence, the trial court found in favor of Vera, the third party purchaser, and Farias appealed. *Id.*

18. On appeal, the Corpus Christi-Edinburg Court of Appeals affirmed the trial court’s decision and found that there was factually sufficient evidence to support the implied finding that Vera was a bona fide purchaser for value. *Id.* at *6. The appellate court reasoned that the contract for deed was not recorded and did not appear in the title insurance policy purchased by Vera. *Id.* Moreover, the Corpus Christ-Edinburg Court further found that Glenn informed Vera that Farias was a renter, and therefore Vera could expect to see occupants on the property, and that Farias’s possession as a renter was “compatible with [Glenn’s] ownership assertion.” *Id.*

19. To reach its decision, the appellate court relied on the Texas Supreme Court’s decision in *Madison v. Gordon*, 39 S.W.3d 604, 606 (Tex. 2001). In *Madison*, Ronald Gordon owned a rental property with four units. In 1991, after he was arrested, Gordon signed a warranty deed that conveyed the rental property to a bail bondsman, which the bondsman properly recorded. The bondsman later conveyed the property to Gordon’s lawyer, Williams, who recorded the deed. Williams’ fiancée, Anna Madison, then purchased the property from him via a bank loan, and the bank recorded the note and the conveyance. Gordon, who lived on the property throughout these conveyances, later sued the bail bondsman, Madison, Williams, and Williams’s lending bank to recover title on the rental property. *Gordon*, 39 S.W.3d at 605. In response, Madison argued that she was a bona fide purchaser (“BFP”).

20. In a motion for summary judgment, Madison averred that she was a BFP because she “acquired the property in good faith, for value, and without notice, actual or constructive, of



any third-party claim or interest.” *Id.* at 606. Moreover, Madison contended that “although Gordon [had] continued living on the property since 1988, he last claimed the property as his homestead and last paid property taxes in 1991—the year he transferred the property to the bondsman.” *Id.* Madison’s motion for summary judgment was granted at the trial court level; however, an appellate court reversed this judgment and held that “Madison was not a bona fide purchaser because Gordon’s [continued possession of one of the rental units] gave Madison constructive notice of [Gordon’s] claim.” *Gordon v. Madison*, 9 S.W.3d 476, 479 (Tex. App.-Houston [1st Dist.] 2000), reversed by *Madison v. Gordon*, 39 S.W.3d 604 (Tex. 2001).

21. In reversing the appellate court decision, the Texas Supreme Court ruled that “Gordon’s possession as a tenant ... did not satisfy the criteria necessary to give Madison constructive notice. His possession was neither exclusive nor unequivocal. As rental property, one would expect occupants on the property.” *Madison*, 39 S.W.3d at 607.

22. To reiterate, in the instant case, Plaintiff purchased the property at subject in good faith and for value. When CSD purchased the property, it had no knowledge of the 2002 or 2017 deeds relied upon by Defendant, which were not recorded in the property records. In this connection, similar to *Madison*, the tax records demonstrate that Defendant has not paid taxes on the subject property since it was conveyed to Gwendolyn Thibodeaux in 2002.

23. Notwithstanding Plaintiff’s objections to Defendant’s exhibit evidence, Defendant’s Exhibit 7, which is the email correspondence exchanged between Defendant and Lisa Girot, supports Plaintiff’s position that Defendant kept these deeds secret in order to defraud the court system, such that the public had no notice of their existence. Specifically, Defendant states



that the [2002 and 2017 deeds] were “kept private.” Therefore, Plaintiff cannot as a matter of law be charged with actual or constructive notice of Defendant’s alleged ownership claims.

24. Moreover, at the time of Plaintiff’s purchase of the property, Ms. Girot informed Plaintiff that there was a tenant on the property with her permission; therefore, similar to *Farias* and *Madison*, Defendant’s possession has not been exclusive or unequivocal as a matter of law. Stated otherwise, as a tenant, Plaintiff would expect to see Defendant on the property, but his possession, as a matter of law, does not negate Plaintiff’s status as a bona fide purchaser nor does it create fact issues as to the ownership of the subject property.

PRAYER

WHEREFORE PREMISES CONSIDERED, Plaintiff respectfully moves the Court to grant its *Motion for Summary Judgment* and award it all relief requested therein. Plaintiff also moves the Court to grant reasonable and necessary attorney’s fees, costs of court, and such other and further relief to which Plaintiff may be justly entitled.

Respectfully submitted,

FLOWERS DAVIS, P.L.L.C.
1021 ESE Loop 323, Suite 200
Tyler, Texas 75701
(903)534-8063 Phone
(903)534-1650 Fax

/s/ Katryna R. Watkins
KATRYNA R. WATKINS
State Bar No. 24106554
krw@flowersdavis.com

ATTORNEY FOR PLAINTIFF



CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this instrument was served on all counsel of record via electronic service manager on the 13th day of November 2022.

/s/ Katryna R. Watkins
KATRYNA R. WATKINS

Plaintiff's Reply to Defendant's Response in Opposition to Hearing by Submission on MSJ
CN: 22-00105; CSD Van Zandt LLC v. Birnbaum
Van Zandt County, Texas

10



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EXHIBIT A



CERTIFIED COPY

CAUSE NO. 22-00105

CSD VAN ZANDT LLC

Plaintiff

v.

UDO BIRNBAUM

Defendant

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IN THE DISTRICT COURT

294TH JUDICIAL DISTRICT

VAN ZANDT COUNTY, TEXAS

AFFIDAVIT OF KATRYNA R. WATKINS

THE STATE OF TEXAS

COUNTY OF SMITH

§
§
§

BEFORE ME, the undersigned notary public, on this day personally appeared Katryna R. Watkins, who after being duly sworn, on her oath stated:

1. "My name is Katryna R. Watkins. I am over eighteen (18) years of age, of sound mind, and capable of making this Affidavit.
2. I am counsel for Plaintiff in the above-referenced lawsuit, and I am aware of the facts and information related to this case.
3. I have reviewed the documents attached hereto and have personal knowledge of the information and facts contained within same, which are true and correct.
4. These records are kept in the regular course of business, and it was in the regular course of business of Flowers Davis, PLLC, for an employee or representative of Flowers Davis, PLLC, with knowledge of the act, event, condition, or opinion recorded, to make the record, order the record to be made, or to transmit information thereto to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The records attached hereto are exact duplicates of the originals.
5. I understand that any false statements made in this Affidavit will subject me to penalties of perjury."

Affiant further sayeth not.

*Affidavit of Katryna R. Watkins
Van Zandt County, Texas*



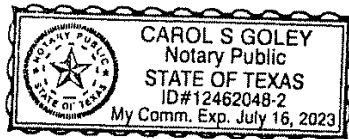
CERTIFIED COPY

Katryna Watkins
Katryna R. Watkins

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on this the 11th
day of November 2022 to certify which witness my hand and seal of office.

Carol S Goley
Notary Public - State of Texas

My Commission Expires: 7/16/23



Affidavit of Katryna R. Watkins
Van Zandt County, Texas



Attachment 1



CERTIFIED COPY

Receipt # 82461
Operator W6
Posting Date 2/28/2002 11:24:47 AM
Pay Batch

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 1 of 2

Receipt Date 2/28/2002

VAN ZANDT APPRAISAL DISTRICT
P O BOX 926
CANTON TX 75103
PHONE: (903) 567-6171

Tendered Detail	Amount
CK# 1687	493.31
	0.00

Transaction Summary	Amount
Total Amount Due	0.00
Total Received Amount	493.31

PAID BY BIRNBAUM UDO H

* Compute Date: 1/1/1900

Property Owner as of Payment

BIRNBAUM UDO H

Identification	Legal Information
PROP ID: R000019733 GEO ID: 052.0978.0210.0004.0000	LEGAL: ABST: 978, SUR: P YOUNG, UNDIV INT ACRES: 4.500 SITUS: VZ COUNTY ROAD 2903

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2001	234-VAN ZANDT COUNTY	0	0.41167	25.03	1.75	0.00	0.00	0.00	26.78
2001	SMM-MARTINS MILL ISD	0	1.49	90.59	6.34	0.00	0.00	0.00	96.93
			1.90167	115.62	8.09	0.00	0.00	0.00	123.71

Quick Link:



Total Paid 123.71

Property Owner as of Payment

BIRNBAUM UDO H

Identification	Legal Information
PROP ID: R000019734 GEO ID: 052.0978.0212.0000.0000	LEGAL: ABST: 978, SUR: YOUNG, UNDIV INT ACRES: 18.000 SITUS: FM 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2001	234-VAN ZANDT COUNTY	0	0.41167	5.27	0.37	0.00	0.00	0.00	5.64
2001	SMM-MARTINS MILL ISD	0	1.49	19.07	1.33	0.00	0.00	0.00	20.40
			1.90167	24.34	1.70	0.00	0.00	0.00	26.04

Quick Link:



Total Paid 26.04



CERTIFIED COPY

Receipt # ' 82461

Operator W6

Posting Date 2/28/2002 11:24:47 AM

Pay Batch

VAN ZANDT APPRAISAL DISTRICT

Page 2 of 2

DUPLICATE RECEIPT

Receipt Date 2/28/2002

Property Owner as of Payment

BIRNBAUM UDO H

Identification	Legal Information
PROP ID: R000032761 GEO ID: 070.0978.0580.0000.0000	LEGAL: ABST: 978, SUR: P YOUNG, ACRES: 148.120 SITUS: 540 VZ COUNTY ROAD 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2001	234-VAN ZANDT COUNTY	0	0.41167	321.08	22.48	0.00	0.00	0.00	343.56
			0.41167	321.08	22.48	0.00	0.00	0.00	343.56

Quick Link:

**Total Paid 343.56**

CERTIFIED COPY

Receipt # 120176
Operator W7
Posting Date 1/30/2003 11:16:44 AM
Pay Batch

VAN ZANDT APPRAISAL DISTRICT

Page 1 of 3

DUPLICATE RECEIPT

Receipt Date 1/30/2003

VAN ZANDT APPRAISAL DISTRICT
P O BOX 926
CANTON TX 75103
PHONE: (903) 567-6171

Tendered Detail	Amount
CK# 3305	1,237.72 0.00

Transaction Summary	Amount
Total Amount Due	0.00
Total Received Amount	1,237.72

PAID BY THIBODEAUX GWENDOLYN

* Compute Date: 1/1/1900

Property Owner as of Payment

THIBODEAUX GWENDOLYN

Identification	Legal Information
PROP ID: R000018445 GEO ID: 052.0154.0060.0000.0000	LEGAL: ABST: 154, SUR: R CRAWFORD, COMB W/52.532.0040 FOR 2013 PER SURVEY ACRES: 13.000

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2002	234-VAN ZANDT COUNTY	0	0.41167	6.46	0.00	0.00	0.00	0.00	6.46
2002	SMM-MARTINS MILL ISD	0	1.54	24.18	0.00	0.00	0.00	0.00	24.18
			1.95167	30.64	0.00	0.00	0.00	0.00	30.64

Quick Link: 

Total Paid 30.64

Property Owner as of Payment

THIBODEAUX GWENDOLYN

Identification	Legal Information
PROP ID: R000018860 GEO ID: 052.0532.0040.0000.0000	LEGAL: ABST: 532; 854 & 154, SUR: F C MARTIN; W A TURNEY & R CRAWFORD ACRES: 72.552 SITUS: FM 858

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2002	234-VAN ZANDT COUNTY	0	0.41167	33.43	0.00	0.00	0.00	0.00	33.43
2002	SMM-MARTINS MILL ISD	0	1.54	125.05	0.00	0.00	0.00	0.00	125.05
			1.95167	158.48	0.00	0.00	0.00	0.00	158.48

Quick Link: 

Total Paid 158.48



Receipt # 120176
Operator W7
Posting Date 1/30/2003 11:16:44 AM
Pay Batch

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 2 of 3

Receipt Date 1/30/2003

Property Owner as of Payment

THIBODEAUX GWENDOLYN

Identification	Legal Information
PROP ID: R000018861 GEO ID: 052.0532.0040.0000.0001	LEGAL: ABST: 532, SUR: F C MARTIN ACRES: 3.000 SITUS: 14257 FM 858

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2002	234-VAN ZANDT COUNTY	0	0.41167	250.92	0.00	0.00	0.00	0.00	250.92
2002	SMM-MARTINS MILL ISD	0	1.54	249.86	0.00	0.00	0.00	0.00	249.86
			1.95167	500.78	0.00	0.00	0.00	0.00	500.78

Quick Link: 

Total Paid 500.78

Property Owner as of Payment

THIBODEAUX GWENDOLYN

Identification	Legal Information
PROP ID: R000019464 GEO ID: 052.0854.0070.0000.0000	LEGAL: ABST: 854, SUR: WM TURNER, COMB W/52.0532.0040 FOR 2013 PER SURV ACRES: 14.000

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2002	234-VAN ZANDT COUNTY	0	0.41167	6.96	0.00	0.00	0.00	0.00	6.96
2002	SMM-MARTINS MILL ISD	0	1.54	26.03	0.00	0.00	0.00	0.00	26.03
			1.95167	32.99	0.00	0.00	0.00	0.00	32.99

Quick Link: 

Total Paid 32.99

Property Owner as of Payment

THIBODEAUX GWENDOLYN

Identification	Legal Information
PROP ID: R000019733 GEO ID: 052.0978.0210.0004.0000	LEGAL: ABST: 978, SUR: P YOUNG, UNDIV INT ACRES: 4.500 SITUS: VZ COUNTY ROAD 2903

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2002	234-VAN ZANDT COUNTY	0	0.41167	25.03	0.00	0.00	0.00	0.00	25.03
2002	SMM-MARTINS MILL ISD	0	1.54	93.63	0.00	0.00	0.00	0.00	93.63
			1.95167	118.66	0.00	0.00	0.00	0.00	118.66

Quick Link: 

Total Paid 118.66



CERTIFIED COPY

Receipt # ' 120176
Operator W7
Posting Date 1/30/2003 11:16:44 AM
Pay Batch

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 3 of 3

Receipt Date 1/30/2003

Property Owner as of Payment

THIBODEAUX GWENDOLYN

Identification	Legal Information
PROP ID: R000019734 GEO ID: 052.0978.0212.0000.0000	LEGAL: ABST: 978, SUR: YOUNG, UNDIV INT ACRES: 18.000 SITUS: FM 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2002	234-VAN ZANDT COUNTY	0	0.41167	5.27	0.00	0.00	0.00	0.00	5.27
2002	SMM-MARTINS MILL ISD	0	1.54	19.71	0.00	0.00	0.00	0.00	19.71
			1.95167	24.98	0.00	0.00	0.00	0.00	24.98

Quick Link: 

Total Paid 24.98

Property Owner as of Payment

THIBODEAUX GWENDOLYN

Identification	Legal Information
PROP ID: R000032761 GEO ID: 070.0978.0580.0000.0000	LEGAL: ABST: 978, SUR: P YOUNG, ACRES: 148.120 SITUS: 540 VZ COUNTY ROAD 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2002	234-VAN ZANDT COUNTY	0	0.41167	371.19	0.00	0.00	0.00	0.00	371.19
			0.41167	371.19	0.00	0.00	0.00	0.00	371.19

Quick Link: 

Total Paid 371.19



CERTIFIED COPY

Receipt # 97725
Operator W6
Posting Date 1/21/2004 11:46:53 AM
Pay Batch

VAN ZANDT APPRAISAL DISTRICT

Page 1 of 2

DUPLICATE RECEIPT

Receipt Date 1/21/2004

VAN ZANDT APPRAISAL DISTRICT
P O BOX 926
CANTON TX 75103
PHONE: (903) 567-6171

Tendered Detail	Amount
CK# 1843	670.58 0.00

Transaction Summary	Amount
Total Amount Due	0.00
Total Received Amount	670.58

PAID BY THIBODEAUX GWENDOLYN

* Compute Date: 1/1/1900

Property Owner as of Payment

THIBODEAUX GWENDOLYN

Identification	Legal Information
PROP ID: R000019733 GEO ID: 052.0978.0210.0004.0000	LEGAL: ABST: 978, SUR: P YOUNG, UNDIV INT ACRES: 4.500 SITUS: VZ COUNTY ROAD 2903

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2003	234-VAN ZANDT COUNTY	0	0.38345	40.57	0.00	0.00	0.00	0.00	40.57
2003	SMM-MARTINS MILL ISD	0	1.54	162.93	0.00	0.00	0.00	0.00	162.93
			1.92345	203.50	0.00	0.00	0.00	0.00	203.50

Quick Link:



Total Paid 203.50

Property Owner as of Payment

THIBODEAUX GWENDOLYN

Identification	Legal Information
PROP ID: R000019734 GEO ID: 052.0978.0212.0000.0000	LEGAL: ABST: 978, SUR: YOUNG, UNDIV INT ACRES: 18.000 SITUS: FM 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2003	234-VAN ZANDT COUNTY	0	0.38345	4.91	0.00	0.00	0.00	0.00	4.91
2003	SMM-MARTINS MILL ISD	0	1.54	19.71	0.00	0.00	0.00	0.00	19.71
			1.92345	24.62	0.00	0.00	0.00	0.00	24.62

Quick Link:



Total Paid 24.62



CERTIFIED COPY

Receipt # 97725
Operator W6
Posting Date 1/21/2004 11:46:53 AM
Pay Batch

VAN ZANDT APPRAISAL DISTRICT

Page 2 of 2

DUPLICATE RECEIPT

Receipt Date 1/21/2004

Property Owner as of Payment

THIBODEAUX GWENDOLYN

Identification	Legal Information
PROP ID: R000032761 GEO ID: 070.0978.0580.0000.0000	LEGAL: ABST: 978, SUR: P YOUNG, ACRES: 148.120 SITUS: 540 VZ COUNTY ROAD 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2003	234-VAN ZANDT COUNTY	0	0.38345	442.46	0.00	0.00	0.00	0.00	442.46
			0.38345	442.46	0.00	0.00	0.00	0.00	442.46

Quick Link:



Total Paid 442.46



CERTIFIED COPY

Receipt # 130288
Operator W6
Posting Date 1/21/2005 1:17:35 PM
Pay Batch

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 1 of 2

Receipt Date 1/21/2005

VAN ZANDT APPRAISAL DISTRICT
P O BOX 926
CANTON TX 75103
PHONE: (903) 567-6171

Tendered Detail	Amount
CK# 1945	633.46 0.00

Transaction Summary	Amount
Total Amount Due	0.00
Total Received Amount	633.46

PAID BY THIBODEAUX GWENDOLYN

* Compute Date: 1/1/1900

Property Owner as of Payment

THIBODEAUX GWENDOLYN

Identification	Legal Information
PROP ID: R000019733 GEO ID: 052.0978.0210.0004.0000	LEGAL: ABST: 978, SUR: P YOUNG, UNDIV INT ACRES: 4.500 SITUS: VZ COUNTY ROAD 2903

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2004	234-VAN ZANDT COUNTY	0	0.44254	21.42	0.00	0.00	0.00	0.00	21.42
2004	SMM-MARTINS MILL ISD	0	1.56	75.50	0.00	0.00	0.00	0.00	75.50
			2.00254	96.92	0.00	0.00	0.00	0.00	96.92

Quick Link: 

Total Paid 96.92

Property Owner as of Payment

THIBODEAUX GWENDOLYN

Identification	Legal Information
PROP ID: R000019734 GEO ID: 052.0978.0212.0000.0000	LEGAL: ABST: 978, SUR: YOUNG, UNDIV INT ACRES: 18.000 SITUS: FM 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2004	234-VAN ZANDT COUNTY	0	0.44254	5.66	0.00	0.00	0.00	0.00	5.66
2004	SMM-MARTINS MILL ISD	0	1.56	19.97	0.00	0.00	0.00	0.00	19.97
			2.00254	25.63	0.00	0.00	0.00	0.00	25.63

Quick Link: 

Total Paid 25.63



CERTIFIED COPY

Receipt # **130288**
Operator W6
Posting Date 1/21/2005 1:17:35 PM
Pay Batch

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 2 of 2

Receipt Date 1/21/2005

Property Owner as of Payment

THIBODEAUX GWENDOLYN

Identification	Legal Information
PROP ID: R000032761 GEO ID: 070.0978.0580.0000.0000	LEGAL: ABST: 978, SUR: P YOUNG, ACRES: 148.120 SITUS: 540 VZ COUNTY ROAD 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2004	234-VAN ZANDT COUNTY	0	0.44254	510.91	0.00	0.00	0.00	0.00	510.91
			0.44254	510.91	0.00	0.00	0.00	0.00	510.91

Quick Link:



Total Paid 510.91



CERTIFIED COPY

Receipt # 272374
Operator W7
Posting Date 1/18/2006
Pay Batch W7(503)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 1 of 2

Receipt Date 1/18/2006

VAN ZANDT APPRAISAL DISTRICT
P O BOX 926
CANTON TX 75103
PHONE: (903) 567-6171

Tendered Detail	Amount
Check received (Ck# 1967)	609.14 0.00

Transaction Summary	Amount
Total Amount Due	609.14
Total Receipted Amount	609.14

PAID BY **THIBODEAUX GWENDOLYN**
P O BOX 577
BEN WHEELER, TX 75754

AMOUNT PAID IN FULL

* Compute Date: 1/18/2006

Property Owner as of Payment

THIBODEAUX GWENDOLYN

Identification	Legal Information
PROP ID: R000019733 GEO ID: 052.0978.0210.0004.0000	LEGAL: ABST: 978, SUR: P YOUNG, UNDIV INT ACRES: 4.500 SITUS: VZ COUNTY ROAD 2903

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2005	234-VAN ZANDT COUNTY	4,840	0.42253	20.45	0.00	0.00	0.00	0.00	20.45
2005	SMM-MARTINS MILL ISD	4,840	1.56	75.50	0.00	0.00	0.00	0.00	75.50
			1.98253	95.95	0.00	0.00	0.00	0.00	95.95

Quick Link: 

Total Paid 95.95

Property Owner as of Payment

THIBODEAUX GWENDOLYN

Identification	Legal Information
PROP ID: R000019734 GEO ID: 052.0978.0212.0000.0000	LEGAL: ABST: 978, SUR: YOUNG, UNDIV INT ACRES: 18.000 SITUS: FM 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2005	234-VAN ZANDT COUNTY	1,280	0.42253	5.41	0.00	0.00	0.00	0.00	5.41
2005	SMM-MARTINS MILL ISD	1,280	1.56	19.97	0.00	0.00	0.00	0.00	19.97
			1.98253	25.38	0.00	0.00	0.00	0.00	25.38

Quick Link: 

Total Paid 25.38



CERTIFIED COPY

Receipt # 272374
Operator W7
Posting Date 1/18/2006
Pay Batch W7(503)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 2 of 2

Receipt Date 1/18/2006

Property Owner as of Payment

THIBODEAUX GWENDOLYN

Identification	Legal Information
PROP ID: R000032761 GEO ID: 070.0978.0580.0000.0000	LEGAL: ABST: 978, SUR: P YOUNG, ACRES: 148.120 SITUS: 540 VZ COUNTY ROAD 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2005	234-VAN ZANDT COUNTY	115,450	0.42253	487.81	0.00	0.00	0.00	0.00	487.81
			0.42253	487.81	0.00	0.00	0.00	0.00	487.81

Quick Link:



Total Paid 487.81



CERTIFIED COPY

Receipt # 308001
Operator W7
Posting Date 1/19/2007
Pay Batch W7(1716)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 1 of 2

Receipt Date 1/19/2007

VAN ZANDT APPRAISAL DISTRICT
P O BOX 926
CANTON TX 75103
PHONE: (903) 567-6171

Tendered Detail	Amount
Check received (Ck# 1998)	640.90
	0.00

Transaction Summary	Amount
Total Amount Due	640.90
Total Received Amount	640.90

PAID BY THIBODEAUX GWENDOLYN
P O BOX 577
BEN WHEELER, TX 75754

AMOUNT PAID IN FULL

* Compute Date: 1/19/2007

Property Owner as of Payment

THIBODEAUX GWENDOLYN

Identification	Legal Information
PROP ID: R000019733 GEO ID: 052.0978.0210.0004.0000	LEGAL: ABST: 978, SUR: P YOUNG, UNDIV INT ACRES: 4.500 SITUS: VZ COUNTY ROAD 2903

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2006	234-VAN ZANDT COUNTY	4,350	0.39626	17.24	0.00	0.00	0.00	0.00	17.24
2006	SMM-MARTINS MILL ISD	4,350	1.4257	62.02	0.00	0.00	0.00	0.00	62.02
			1.82196	79.26	0.00	0.00	0.00	0.00	79.26

Quick Link:



Total Paid 79.26

Property Owner as of Payment

THIBODEAUX GWENDOLYN

Identification	Legal Information
PROP ID: R000019734 GEO ID: 052.0978.0212.0000.0000	LEGAL: ABST: 978, SUR: YOUNG, UNDIV INT ACRES: 18.000 SITUS: FM 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2006	234-VAN ZANDT COUNTY	1,280	0.39626	5.07	0.00	0.00	0.00	0.00	5.07
2006	SMM-MARTINS MILL ISD	1,280	1.4257	18.25	0.00	0.00	0.00	0.00	18.25
			1.82196	23.32	0.00	0.00	0.00	0.00	23.32

Quick Link:



Total Paid 23.32



CERTIFIED COPY

Receipt # 308001
Operator W7
Posting Date 1/19/2007
Pay Batch W7(1716)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 2 of 2

Receipt Date 1/19/2007

Property Owner as of Payment

THIBODEAUX GWENDOLYN

Identification	Legal Information
PROP ID: R000032761 GEO ID: 070.0978.0580.0000.0000	LEGAL: ABST: 978, SUR: P YOUNG, ACRES: 148.120 SITUS: 540 VZ COUNTY ROAD 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2006	234-VAN ZANDT COUNTY	135,850	0.39626	538.32	0.00	0.00	0.00	0.00	538.32
			0.39626	538.32	0.00	0.00	0.00	0.00	538.32

Quick Link:



Total Paid 538.32



CERTIFIED COPY

Receipt # 339102
Operator W7
Posting Date 1/8/2008
Pay Batch W7(2805)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 1 of 2

Receipt Date 1/8/2008

VAN ZANDT APPRAISAL DISTRICT
P O BOX 926
CANTON TX 75103
PHONE: (903) 567-6171

Tendered Detail	Amount
Check received (Ck# 2034)	615.71 0.00

Transaction Summary	Amount
Total Amount Due	615.71
Total Received Amount	615.71

PAID BY **THIBODEAUX GWENDOLYN**
P O BOX 577
BEN WHEELER, TX 75754

AMOUNT PAID IN FULL

* Compute Date: 1/8/2008

Property Owner as of Payment

THIBODEAUX GWENDOLYN

Identification	Legal Information
PROP ID: R000019733 GEO ID: 052.0978.0210.0004.0000	LEGAL: ABST: 978, SUR: P YOUNG, UNDIV INT ACRES: 4.500 SITUS: VZ COUNTY ROAD 2903

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2007	234-VAN ZANDT COUNTY	7,590	0.35533	26.97	0.00	0.00	0.00	0.00	26.97
2007	SMM-MARTINS MILL ISD	7,590	1.14	86.53	0.00	0.00	0.00	0.00	86.53
			1.49533	113.50	0.00	0.00	0.00	0.00	113.50

Quick Link: 

Total Paid 113.50

Property Owner as of Payment

THIBODEAUX GWENDOLYN

Identification	Legal Information
PROP ID: R000019734 GEO ID: 052.0978.0212.0000.0000	LEGAL: ABST: 978, SUR: YOUNG, UNDIV INT ACRES: 18.000 SITUS: FM 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2007	234-VAN ZANDT COUNTY	1,280	0.35533	4.55	0.00	0.00	0.00	0.00	4.55
2007	SMM-MARTINS MILL ISD	1,280	1.14	14.59	0.00	0.00	0.00	0.00	14.59
			1.49533	19.14	0.00	0.00	0.00	0.00	19.14

Quick Link: 

Total Paid 19.14



CERTIFIED COPY

Receipt # 339102
Operator W7
Posting Date 1/8/2008
Pay Batch W7(2805)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 2 of 2

Receipt Date 1/8/2008

Property Owner as of Payment

THIBODEAUX GWENDOLYN

Identification	Legal Information
PROP ID: R000032761 GEO ID: 070.0978.0580.0000.0000	LEGAL: ABST: 978, SUR: P YOUNG, ACRES: 148.120 SITUS: 540 VZ COUNTY ROAD 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2007	234-VAN ZANDT COUNTY	135,950	0.35533	483.07	0.00	0.00	0.00	0.00	483.07
			0.35533	483.07	0.00	0.00	0.00	0.00	483.07

Quick Link:



Total Paid 483.07



CERTIFIED COPY

Receipt # 375127
Operator W6
Posting Date 1/27/2009
Pay Batch W6(4023)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 1 of 1

Receipt Date 1/27/2009

VAN ZANDT APPRAISAL DISTRICT
P O BOX 926
CANTON TX 75103
PHONE: (903) 567-6171

Tendered Detail	Amount
Check received (Ck# 2089)	561.11 0.00

Transaction Summary	Amount
Total Amount Due	561.11
Total Receipted Amount	561.11

PAID BY **THIBODEAUX GWENDOLYN**
P O BOX 577
BEN WHEELER, TX 75754

AMOUNT PAID IN FULL

* Compute Date: 1/27/2009

Property Owner as of Payment

THIBODEAUX GWENDOLYN

Identification	Legal Information
PROP ID: R000032761 GEO ID: 070.0978.0580.0000.0000	LEGAL: ABST: 978, SUR: P YOUNG, ACRES: 148.120 SITUS: 540 VZ COUNTY ROAD 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2008	234-VAN ZANDT COUNTY	145,030	0.38689	561.11	0.00	0.00	0.00	0.00	561.11
			0.38689	561.11	0.00	0.00	0.00	0.00	561.11

Quick Link: 

Total Paid 561.11



CERTIFIED COPY

Receipt # 404318
Operator W7
Posting Date 1/13/2010
Pay Batch W7(5020)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 1 of 1

Receipt Date 1/13/2010

VAN ZANDT APPRAISAL DISTRICT
P O BOX 926
CANTON TX 75103
PHONE: (903) 567-6171

Tendered Detail	Amount
Check received (Ck# 2138)	564.44
	0.00

Transaction Summary	Amount
Total Amount Due	564.44
Total Receipted Amount	564.44

PAID BY **THIBODEAUX LOUIS**
P O BOX 577
BEN WHEELER, TX 75754

AMOUNT PAID IN FULL

* Compute Date: 1/13/2010

Property Owner as of Payment

THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000032761 GEO ID: 070.0978.0580.0000.0000	LEGAL: ABST: 978, SUR: P YOUNG, ACRES: 148.120 SITUS: 540 VZ COUNTY ROAD 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2009	234-VAN ZANDT COUNTY	139,910	0.40343	564.44	0.00	0.00	0.00	0.00	564.44
			0.40343	564.44	0.00	0.00	0.00	0.00	564.44

Quick Link: 

Total Paid 564.44



CERTIFIED COPY

Receipt # 436455
Operator W7
Posting Date 1/14/2011
Pay Batch W7(6086)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 1 of 2

Receipt Date 1/14/2011

VAN ZANDT APPRAISAL DISTRICT
P O BOX 926
CANTON TX 75103
PHONE: (903) 567-6171

Tendered Detail	Amount
Check received (Ck# 2175)	1,270.70 0.00

Transaction Summary	Amount
Total Amount Due	1,270.70
Total Received Amount	1,270.70

PAID BY **THIBODEAUX LOUIS**
P O BOX 577
BEN WHEELER, TX 75754

AMOUNT PAID IN FULL

* Compute Date: 1/14/2011

Property Owner as of Payment

THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000019733 GEO ID: 052.0978.0210.0004.0000	LEGAL: ABST: 978, SUR: P YOUNG, UNDIV INT ACRES: 4.500 SITUS: VZ COUNTY ROAD 2903

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2010	234-VAN ZANDT COUNTY	8,440	0.42696	36.04	0.00	0.00	0.00	0.00	36.04
2010	SMM-MARTINS MILL ISD	8,440	1.18255	99.81	0.00	0.00	0.00	0.00	99.81
			1.60951	135.85	0.00	0.00	0.00	0.00	135.85

Quick Link: 

Total Paid 135.85

Property Owner as of Payment

THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000019734 GEO ID: 052.0978.0212.0000.0000	LEGAL: ABST: 978, SUR: YOUNG, UNDIV INT ACRES: 18.000 SITUS: FM 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2010	234-VAN ZANDT COUNTY	33,750	0.42696	144.10	0.00	0.00	0.00	0.00	144.10
2010	SMM-MARTINS MILL ISD	33,750	1.18255	399.11	0.00	0.00	0.00	0.00	399.11
			1.60951	543.21	0.00	0.00	0.00	0.00	543.21

Quick Link: 

Total Paid 543.21



Receipt # 436455
Operator W7
Posting Date 1/14/2011
Pay Batch W7(6086)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

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Receipt Date 1/14/2011

Property Owner as of Payment
THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000032761 GEO ID: 070.0978.0580.0000.0000	LEGAL: ABST: 978, SUR: P YOUNG, ACRES: 148.120 SITUS: 540 VZ COUNTY ROAD 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2010	234-VAN ZANDT COUNTY	138,570	0.42696	591.64	0.00	0.00	0.00	0.00	591.64
			0.42696	591.64	0.00	0.00	0.00	0.00	591.64

Quick Link: 

Total Paid 591.64



CERTIFIED COPY

Receipt # 472788
Operator W7
Posting Date 1/30/2012
Pay Batch W7(7295)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 1 of 2
Receipt Date 1/30/2012

VAN ZANDT APPRAISAL DISTRICT
P O BOX 926
CANTON TX 75103
PHONE: (903) 567-6171

Tendered Detail	Amount
Check received (Ck# 2212)	1,342.31 0.00

Transaction Summary	Amount
Total Amount Due	1,342.31
Total Received Amount	1,342.31

PAID BY **THIBODEAUX LOUIS**
P O BOX 577
BEN WHEELER, TX 75754

AMOUNT PAID IN FULL

* Compute Date: 1/30/2012

Property Owner as of Payment

THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000019733 GEO ID: 052.0978.0210.0004.0000	LEGAL: ABST: 978, SUR: P YOUNG, UNDIV INT ACRES: 4.500 SITUS: VZ COUNTY ROAD 2903

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2011	234-VAN ZANDT COUNTY	8,440	0.470065	39.67	0.00	0.00	0.00	0.00	39.67
2011	SMM-MARTINS MILL ISD	8,440	1.18255	99.81	0.00	0.00	0.00	0.00	99.81
			1.652615	139.48	0.00	0.00	0.00	0.00	139.48

Quick Link: 

Total Paid 139.48

Property Owner as of Payment

THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000019734 GEO ID: 052.0978.0212.0000.0000	LEGAL: ABST: 978, SUR: YOUNG, UNDIV INT ACRES: 18.000 SITUS: FM 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2011	234-VAN ZANDT COUNTY	33,750	0.470065	158.65	0.00	0.00	0.00	0.00	158.65
2011	SMM-MARTINS MILL ISD	33,750	1.18255	399.11	0.00	0.00	0.00	0.00	399.11
			1.652615	557.76	0.00	0.00	0.00	0.00	557.76

Quick Link: 

Total Paid 557.76



CERTIFIED COPY

Receipt # 472788
Operator W7
Posting Date 1/30/2012
Pay Batch W7(7295)

VAN ZANDT APPRAISAL DISTRICT

Page 2 of 2

DUPLICATE RECEIPT

Receipt Date 1/30/2012

Property Owner as of Payment

THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000032761 GEO ID: 070.0978.0580.0000.0000	LEGAL: ABST: 978, SUR: P YOUNG, ACRES: 148.120 SITUS: 540 VZ COUNTY ROAD 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2011	234-VAN ZANDT COUNTY	137,230	0.470065	645.07	0.00	0.00	0.00	0.00	645.07
			0.470065	645.07	0.00	0.00	0.00	0.00	645.07

Quick Link:



Total Paid 645.07



CERTIFIED COPY

Receipt # 506821
Operator W6
Posting Date 1/30/2013
Pay Batch W6(8539)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 1 of 2

Receipt Date 1/30/2013

VAN ZANDT APPRAISAL DISTRICT
P O BOX 926
CANTON TX 75103
PHONE: (903) 567-6171

Tendered Detail	Amount
Check received (Ck# 2232)	1,329.71 0.00

Transaction Summary	Amount
Total Amount Due	1,329.71
Total Received Amount	1,329.71

PAID BY **THIBODEAUX LOUIS**
P O BOX 577
BEN WHEELER, TX 75754

AMOUNT PAID IN FULL

* Compute Date: 1/30/2013

Property Owner as of Payment

THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000019733 GEO ID: 052.0978.0210.0004.0000	LEGAL: ABST: 978, SUR: P YOUNG, UNDIV INT ACRES: 4.500 SITUS: VZ COUNTY ROAD 2903

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2012	234-VAN ZANDT COUNTY	8,440	0.470065	39.67	0.00	0.00	0.00	0.00	39.67
2012	SMM-MARTINS MILL ISD	8,440	1.18255	99.81	0.00	0.00	0.00	0.00	99.81
			1.652615	139.48	0.00	0.00	0.00	0.00	139.48

Quick Link:



Total Paid 139.48

Property Owner as of Payment

THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000019734 GEO ID: 052.0978.0212.0000.0000	LEGAL: ABST: 978, SUR: YOUNG, UNDIV INT ACRES: 18.000 SITUS: FM 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2012	234-VAN ZANDT COUNTY	33,750	0.470065	158.65	0.00	0.00	0.00	0.00	158.65
2012	SMM-MARTINS MILL ISD	33,750	1.18255	399.11	0.00	0.00	0.00	0.00	399.11
			1.652615	557.76	0.00	0.00	0.00	0.00	557.76

Quick Link:



Total Paid 557.76



CERTIFIED COPY

Receipt # 506821
Operator W6
Posting Date 1/30/2013
Pay Batch W6(8539)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 2 of 2

Receipt Date 1/30/2013

Property Owner as of Payment

THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000032761 GEO ID: 070.0978.0580.0000.0000	LEGAL: ABST: 978, SUR: P YOUNG, ACRES: 148.120 SITUS: 540 VZ COUNTY ROAD 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2012	234-VAN ZANDT COUNTY	134,550	0.470065	632.47	0.00	0.00	0.00	0.00	632.47
			0.470065	632.47	0.00	0.00	0.00	0.00	632.47

Quick Link:



Total Paid 632.47



CERTIFIED COPY

Receipt # 538277
Operator W6
Posting Date 1/27/2014
Pay Batch W6(9683)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 1 of 2

Receipt Date 1/27/2014

VAN ZANDT APPRAISAL DISTRICT
P O BOX 926
CANTON TX 75103
PHONE: (903) 567-6171

Tendered Detail	Amount
Check received (Ck# 2258)	1,491.07
	0.00

Transaction Summary	Amount
Total Amount Due	1,491.07
Total Received Amount	1,491.07

PAID BY **THIBODEAUX LOUIS**
315 VIRGINIA ST
SULPHUR, LA 70663

AMOUNT PAID IN FULL

* Compute Date: 1/27/2014

Property Owner as of Payment

THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000019733 GEO ID: 052.0978.0210.0004.0000	LEGAL: ABST: 978, SUR: P YOUNG, UNDIV INT ACRES: 4.500 SITUS: VZ COUNTY ROAD 2903

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2013	234-VAN ZANDT COUNTY	8,440	0.485847	41.01	0.00	0.00	0.00	0.00	41.01
2013	ESD3-EMERGENCY SERVICE	8,440	0.0798	6.74	0.00	0.00	0.00	0.00	6.74
2013	SMM-MARTINS MILL ISD	8,440	1.18255	99.81	0.00	0.00	0.00	0.00	99.81
			1.748197	147.56	0.00	0.00	0.00	0.00	147.56

Quick Link: 

Total Paid 147.56

Property Owner as of Payment

THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000019734 GEO ID: 052.0978.0212.0000.0000	LEGAL: ABST: 978, SUR: YOUNG, UNDIV INT ACRES: 18.000 SITUS: FM 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2013	234-VAN ZANDT COUNTY	33,750	0.485847	163.97	0.00	0.00	0.00	0.00	163.97
2013	ESD3-EMERGENCY SERVICE	33,750	0.0798	26.93	0.00	0.00	0.00	0.00	26.93
2013	SMM-MARTINS MILL ISD	33,750	1.18255	399.11	0.00	0.00	0.00	0.00	399.11
			1.748197	590.01	0.00	0.00	0.00	0.00	590.01

Quick Link: 

Total Paid 590.01



Receipt # 538277
Operator W6
Posting Date 1/27/2014
Pay Batch W6(9683)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 2 of 2
Receipt Date 1/27/2014

Property Owner as of Payment

THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000032761 GEO ID: 070.0978.0580.0000.0000	LEGAL: ABST: 978, SUR: P YOUNG, ACRES: 148.120 SITUS: 540 VZ COUNTY ROAD 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2013	234-VAN ZANDT COUNTY	133,210	0.485847	647.20	0.00	0.00	0.00	0.00	647.20
2013	ESD3-EMERGENCY SERVICE	133,210	0.0798	106.30	0.00	0.00	0.00	0.00	106.30
			0.565647	753.50	0.00	0.00	0.00	0.00	753.50

Quick Link:



Total Paid 753.50



CERTIFIED COPY

Receipt # 574505
Operator W6
Posting Date 1/30/2015
Pay Batch W6(10797)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 1 of 2

Receipt Date 1/30/2015

VAN ZANDT APPRAISAL DISTRICT
P O BOX 926
CANTON TX 75103
PHONE: (903) 567-6171

Tendered Detail	Amount
Check received (Ck# 2285)	1,483.49
	0.00

Transaction Summary	Amount
Total Amount Due	1,483.49
Total Received Amount	1,483.49

PAID BY **THIBODEAUX LOUIS**
315 VIRGINIA ST
SULPHUR, LA 70663

AMOUNT PAID IN FULL

* Compute Date: 1/30/2015

Property Owner as of Payment

THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000019733 GEO ID: 052.0978.0210.0004.0000	LEGAL: ABST: 978, SUR: P YOUNG, UNDIV INT ACRES: 4.500 SITUS: VZ COUNTY ROAD 2903

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2014	234-VAN ZANDT COUNTY	8,440	0.485847	41.01	0.00	0.00	0.00	0.00	41.01
2014	ESD3-EMERGENCY SERVICE	8,440	0.0798	6.74	0.00	0.00	0.00	0.00	6.74
2014	SMM-MARTINS MILL ISD	8,440	1.18255	99.81	0.00	0.00	0.00	0.00	99.81
			1.748197	147.56	0.00	0.00	0.00	0.00	147.56

Quick Link: 

Total Paid 147.56

Property Owner as of Payment

THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000019734 GEO ID: 052.0978.0212.0000.0000	LEGAL: ABST: 978, SUR: YOUNG, UNDIV INT ACRES: 18.000 SITUS: FM 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2014	234-VAN ZANDT COUNTY	33,750	0.485847	163.97	0.00	0.00	0.00	0.00	163.97
2014	ESD3-EMERGENCY SERVICE	33,750	0.0798	26.93	0.00	0.00	0.00	0.00	26.93
2014	SMM-MARTINS MILL ISD	33,750	1.18255	399.11	0.00	0.00	0.00	0.00	399.11
			1.748197	590.01	0.00	0.00	0.00	0.00	590.01

Quick Link: 

Total Paid 590.01



CERTIFIED COPY

Recéipt # 574505
Operator W6
Posting Date 1/30/2015
Pay Batch W6(10797)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 2 of 2
Receipt Date 1/30/2015

Property Owner as of Payment

THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000032761 GEO ID: 070.0978.0580.0000.0000	LEGAL: ABST: 978, SUR: P YOUNG, ACRES: 148.120 SITUS: 540 VZ COUNTY ROAD 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2014	234-VAN ZANDT COUNTY	131,870	0.485847	640.69	0.00	0.00	0.00	0.00	640.69
2014	ESD3-EMERGENCY SERVICE	131,870	0.0798	105.23	0.00	0.00	0.00	0.00	105.23
			0.565647	745.92	0.00	0.00	0.00	0.00	745.92

Quick Link:



Total Paid 745.92



CERTIFIED COPY

Receipt # 607317
Operator W8
Posting Date 1/29/2016
Pay Batch W8(12117)

VAN ZANDT APPRAISAL DISTRICT

Page 1 of 2

DUPLICATE RECEIPT

Receipt Date 1/28/2016

VAN ZANDT APPRAISAL DISTRICT
P O BOX 926
CANTON TX 75103
PHONE: (903) 567-6171

Tendered Detail	Amount
Check received (Ck# 2305)	1,561.67 0.00

Transaction Summary	Amount
Total Amount Due	1,561.67
Total Received Amount	1,561.67

PAID BY THIBODEAUX LOUIS
170 E BRIMSTONE ST
SULPHUR, LA 70663

AMOUNT PAID IN FULL

* Compute Date: 1/28/2016

Property Owner as of Payment

THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000019733 GEO ID: 052.0978.0210.0004.0000	LEGAL: ABST: 978, SUR: P YOUNG, UNDIV INT ACRES: 4.500 SITUS: VZ COUNTY ROAD 2903

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2015	234-VAN ZANDT COUNTY	9,280	0.485847	45.09	0.00	0.00	0.00	0.00	45.09
2015	ESD3-EMERGENCY SERVICE	9,280	0.0798	7.41	0.00	0.00	0.00	0.00	7.41
2015	SMM-MARTINS MILL ISD	9,280	1.18255	109.74	0.00	0.00	0.00	0.00	109.74
			1.748197	162.24	0.00	0.00	0.00	0.00	162.24

Quick Link:



Total Paid 162.24

Property Owner as of Payment

THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000019734 GEO ID: 052.0978.0212.0000.0000	LEGAL: ABST: 978, SUR: YOUNG, UNDIV INT ACRES: 18.000 SITUS: FM 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2015	234-VAN ZANDT COUNTY	37,130	0.485847	180.39	0.00	0.00	0.00	0.00	180.39
2015	ESD3-EMERGENCY SERVICE	37,130	0.0798	29.63	0.00	0.00	0.00	0.00	29.63
2015	SMM-MARTINS MILL ISD	37,130	1.18255	439.08	0.00	0.00	0.00	0.00	439.08
			1.748197	649.10	0.00	0.00	0.00	0.00	649.10

Quick Link:



Total Paid 649.10



Receipt # 607317
Operator W8
Posting Date 1/29/2016
Pay Batch W8(12117)

VAN ZANDT APPRAISAL DISTRICT

Page 2 of 2

DUPLICATE RECEIPT

Receipt Date 1/28/2016

Property Owner as of Payment

THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000032761 GEO ID: 070.0978.0580.0000.0000	LEGAL: ABST: 978, SUR: P YOUNG, ACRES: 148.120 SITUS: 540 VZ COUNTY ROAD 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2015	234-VAN ZANDT COUNTY	132,650	0.485847	644.48	0.00	0.00	0.00	0.00	644.48
2015	ESD3-EMERGENCY SERVICE	132,650	0.0798	105.85	0.00	0.00	0.00	0.00	105.85
			0.565647	750.33	0.00	0.00	0.00	0.00	750.33

Quick Link:



Total Paid 750.33



CERTIFIED COPY

Receipt # 639714
Operator W7
Posting Date 1/27/2017
Pay Batch W7(13669)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 1 of 2

Receipt Date 1/27/2017

VAN ZANDT APPRAISAL DISTRICT
P O BOX 926
CANTON TX 75103
PHONE: (903) 567-6171

Tendered Detail	Amount
Check received (Ck# 2322)	1,923.96
	0.00

Transaction Summary	Amount
Total Amount Due	1,923.96
Total Received Amount	1,923.96

PAID BY **THIBODEAUX LOUIS**
170 E BRIMSTONE ST
SULPHUR, LA 70663

AMOUNT PAID IN FULL

* Compute Date: 1/27/2017

Property Owner as of Payment

THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000019733 GEO ID: 052.0978.0210.0004.0000	LEGAL: ABST: 978, SUR: P YOUNG, UNDIV INT ACRES: 4.500 SITUS: VZ COUNTY ROAD 2903

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2016	234-VAN ZANDT COUNTY	10,620	0.485847	51.60	0.00	0.00	0.00	0.00	51.60
2016	ESD3-EMERGENCY SERVICE	10,620	0.0798	8.47	0.00	0.00	0.00	0.00	8.47
2016	SMM-MARTINS MILL ISD	10,620	1.18255	125.59	0.00	0.00	0.00	0.00	125.59
2016	SRT-VZC SPECIAL ROAD TAX	10,620	0.10	10.62	0.00	0.00	0.00	0.00	10.62
			1.848197	196.28	0.00	0.00	0.00	0.00	196.28

Quick Link: 

Total Paid 196.28

Property Owner as of Payment

THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000019734 GEO ID: 052.0978.0212.0000.0000	LEGAL: ABST: 978, SUR: YOUNG, UNDIV INT ACRES: 18.000 SITUS: FM 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2016	234-VAN ZANDT COUNTY	42,480	0.485847	206.39	0.00	0.00	0.00	0.00	206.39
2016	ESD3-EMERGENCY SERVICE	42,480	0.0798	33.90	0.00	0.00	0.00	0.00	33.90
2016	SMM-MARTINS MILL ISD	42,480	1.18255	502.35	0.00	0.00	0.00	0.00	502.35
2016	SRT-VZC SPECIAL ROAD TAX	42,480	0.10	42.48	0.00	0.00	0.00	0.00	42.48
			1.848197	785.12	0.00	0.00	0.00	0.00	785.12

Quick Link: 

Total Paid 785.12



CERTIFIED COPY

Receipt # 639714
Operator W7
Posting Date 1/27/2017
Pay Batch W7(13669)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 2 of 2

Receipt Date 1/27/2017

Property Owner as of Payment

THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000032761 GEO ID: 070.0978.0580.0000.0000	LEGAL: ABST: 978, SUR: P YOUNG, ACRES: 148.120 SITUS: 540 VZ COUNTY ROAD 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2016	234-VAN ZANDT COUNTY	141,600	0.485847	687.96	0.00	0.00	0.00	0.00	687.96
2016	ESD3-EMERGENCY SERVICE	141,600	0.0798	113.00	0.00	0.00	0.00	0.00	113.00
2016	SRT-VZC SPECIAL ROAD TAX	141,600	0.10	141.60	0.00	0.00	0.00	0.00	141.60
			0.665647	942.56	0.00	0.00	0.00	0.00	942.56

Quick Link:



Total Paid 942.56



CERTIFIED COPY

Receipt # 674275
Operator W6
Posting Date 1/30/2018
Pay Batch W6(15238)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 1 of 1

Receipt Date 1/30/2018

VAN ZANDT APPRAISAL DISTRICT
P O BOX 926
CANTON TX 75103
PHONE: (903) 567-6171

Payment Notation
PD BY UDO BIRNBAUM

Tendered Detail	Amount
Check received (Ck# 2342)	1,020.17 0.00

Transaction Summary	Amount
Total Amount Due	1,020.17
Total Received Amount	1,020.17

PAID BY **THIBODEAUX LOUIS**
170 E BRIMSTONE ST
SULPHUR, LA 70663

AMOUNT PAID IN FULL

* Compute Date: 1/30/2018

Property Owner as of Payment

THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000032761 GEO ID: 070.0978.0580.0000.0000	LEGAL: ABST: 978, SUR: P YOUNG, ACRES: 148.120 SITUS: 540 VZ COUNTY ROAD 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2017	234-VAN ZANDT COUNTY	146,650	0.515847	756.49	0.00	0.00	0.00	0.00	756.49
2017	ESD3-EMERGENCY SERVICE	146,650	0.0798	117.03	0.00	0.00	0.00	0.00	117.03
2017	SRT-VZC SPECIAL ROAD TAX	146,650	0.10	146.65	0.00	0.00	0.00	0.00	146.65
			0.695647	1,020.17	0.00	0.00	0.00	0.00	1,020.17

Quick Link:



Total Paid 1,020.17



CERTIFIED COPY

Receipt # 707933
Operator W7
Posting Date 1/29/2019
Pay Batch W7(16694)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 1 of 1

Receipt Date 1/29/2019

VAN ZANDT APPRAISAL DISTRICT
P O BOX 926
CANTON TX 75103
PHONE: (903) 567-6171

Tendered Detail	Amount
Check received (Ck# 2358)	1,281.94 0.00

Transaction Summary	Amount
Total Amount Due	1,281.94
Total Receipted Amount	1,281.94

PAID BY **THIBODEAUX LOUIS**
210 W NAPOLEON ST STE C
SULPHUR, LA 70663-3362

AMOUNT PAID IN FULL

* Compute Date: 1/29/2019

Property Owner as of Payment

THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000032761 GEO ID: 070.0978.0580.0000.0000	LEGAL: ABST: 978, SUR: P YOUNG, ACRES: 148.120 SITUS: 540 VZ COUNTY ROAD 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2018	234-VAN ZANDT COUNTY	184,280	0.515847	950.60	0.00	0.00	0.00	0.00	950.60
2018	ESD3-EMERGENCY SERVICE	184,280	0.0798	147.06	0.00	0.00	0.00	0.00	147.06
2018	SRT-VZC SPECIAL ROAD TAX	184,280	0.10	184.28	0.00	0.00	0.00	0.00	184.28
			0.695647	1,281.94	0.00	0.00	0.00	0.00	1,281.94

Quick Link:



Total Paid 1,281.94



Receipt # 741616
Operator DOLORES
Posting Date 1/27/2020
Pay Batch MAIL(18544)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 1 of 1

Receipt Date 1/27/2020

VAN ZANDT APPRAISAL DISTRICT
P O BOX 926
CANTON TX 75103
PHONE: (903) 567-6171

Tendered Detail	Amount
Check received (Ck# 2365)	1,267.10 0.00

Transaction Summary	Amount
Total Amount Due	1,267.10
Total Received Amount	1,267.10

PAID BY **THIBODEAUX LOUIS**
210 W NAPOLEON ST STE C
SULPHUR, LA 70663-3362

AMOUNT PAID IN FULL

* Compute Date: 1/27/2020

Property Owner as of Payment

THIBODEAUX LOUIS

Identification	Legal Information
PROP ID: R000032761 GEO ID: 070.0978.0580.0000.0000	LEGAL: ABST: 978, SUR: P YOUNG, ACRES: 148.120 SITUS: 540 VZ COUNTY ROAD 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2019	234-VAN ZANDT COUNTY	182,730	0.5142306	939.65	0.00	0.00	0.00	0.00	939.65
2019	ESD3-EMERGENCY SERVICE	182,730	0.0792	144.72	0.00	0.00	0.00	0.00	144.72
2019	SRT-VZC SPECIAL ROAD TAX	182,730	0.10	182.73	0.00	0.00	0.00	0.00	182.73
			0.6934306	1,267.10	0.00	0.00	0.00	0.00	1,267.10

Quick Link:



Total Paid 1,267.10



CERTIFIED COPY

Receipt # 781240
Operator MELISA
Posting Date 1/27/2021
Pay Batch MAIL(20352)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 1 of 1

Receipt Date 1/27/2021

VAN ZANDT APPRAISAL DISTRICT
P O BOX 926
CANTON TX 75103
PHONE: (903) 567-6171

Tendered Detail	Amount
Check received (Ck# 2370)	1,179.22 0.00

Transaction Summary	Amount
Total Amount Due	1,179.22
Total Receipted Amount	1,179.22

PAID BY **GIROT LISA L**
210 W NAPOLEON ST, STE C
SULPHUR, LA 70663-3362

AMOUNT PAID IN FULL

* Compute Date: 1/27/2021

Property Owner as of Payment

GIROT LISA L

Identification	Legal Information
PROP ID: R000032761 GEO ID: 070.0978.0580.0000.0000	LEGAL: ABST: 978, SUR: P YOUNG, ACRES: 148.120 SITUS: 540 VZ COUNTY ROAD 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2020	234-VAN ZANDT COUNTY	179,370	0.480428	861.74	0.00	0.00	0.00	0.00	861.74
2020	ESD3-EMERGENCY SERVICE	179,370	0.077	138.11	0.00	0.00	0.00	0.00	138.11
2020	SRT-VZC SPECIAL ROAD TAX	179,370	0.10	179.37	0.00	0.00	0.00	0.00	179.37
			0.657428	1,179.22	0.00	0.00	0.00	0.00	1,179.22

Quick Link:



Total Paid 1,179.22



CERTIFIED COPY

Receipt # 823536
Operator MELISA
Posting Date 2/1/2022
Pay Batch MAIL(22347)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 1 of 1

Receipt Date 2/1/2022

VAN ZANDT APPRAISAL DISTRICT
P O BOX 926
CANTON TX 75103
PHONE: (903) 567-6171

Tendered Detail	Amount
Check received (Ck# 2374)	1,000.08 0.00

Transaction Summary	Amount
Total Amount Due	1,000.08
Total Received Amount	1,000.08

PAID BY **GIROT LISA L**
208 E NAPOLEON ST
SULPHUR, LA 70663

AMOUNT PAID IN FULL

* Compute Date: 1/31/2022

Property Owner as of Payment

GIROT LISA L

Identification	Legal Information
PROP ID: R000032761 GEO ID: 070.0978.0580.0000.0000	LEGAL: ABST: 978, SUR: P YOUNG, ACRES: 148.120 SITUS: 540 VZ COUNTY ROAD 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2021	234-VAN ZANDT COUNTY	167,050	0.4234717	707.41	0.00	0.00	0.00	0.00	707.41
2021	ESD3-EMERGENCY SERVICE	167,050	0.0752	125.62	0.00	0.00	0.00	0.00	125.62
2021	SRT-VZC SPECIAL ROAD TAX	167,050	0.10	167.05	0.00	0.00	0.00	0.00	167.05
			0.5986717	1,000.08	0.00	0.00	0.00	0.00	1,000.08

Quick Link:



Total Paid 1,000.08



CERTIFIED COPY

Receipt # 836976
Operator ASHLEY
Posting Date 10/12/2022
Pay Batch MAIL(33706)

VAN ZANDT APPRAISAL DISTRICT
DUPLICATE RECEIPT

Page 1 of 1

Receipt Date 10/12/2022

VAN ZANDT APPRAISAL DISTRICT
P O BOX 926
CANTON TX 75103
PHONE: (903) 567-6171

Tendered Detail	Amount
Check received (Ck# 1009)	1,214.17
	0.00

Transaction Summary	Amount
Total Amount Due	1,214.17
Total Received Amount	1,214.17

PAID BY CSD VAN ZANDT LLC
6115 OWENS ST, STE 201
DALLAS, TX 75235

AMOUNT PAID IN FULL

* Compute Date: 10/12/2022

Property Owner as of Payment

CSD VAN ZANDT LLC

Identification	Legal Information
PROP ID: R000032761 GEO ID: 070.0978.0580.0000.0000	LEGAL: ABST: 978, SUR: P YOUNG, ACRES: 148.120 SITUS: 540 VZ COUNTY ROAD 2916

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2022	234-VAN ZANDT COUNTY	223,730	0.3426938	766.71	0.00	0.00	0.00	0.00	766.71
2022	ESD3-EMERGENCY SERVICE	223,730	0.10	223.73	0.00	0.00	0.00	0.00	223.73
2022	SRT-VZC SPECIAL ROAD TAX	223,730	0.10	223.73	0.00	0.00	0.00	0.00	223.73
			0.5426938	1,214.17	0.00	0.00	0.00	0.00	1,214.17

Quick Link:



Total Paid 1,214.17



CERTIFIED COPY

Attachment 2



CERTIFIED COPY

Document No. 2008-007705

AFFIDVIT OF FACTS CONCERNING THE IDENTITY OF HEIRS OF
GWENDOLYN WRIGHT THIBODEAUX

Parties: THIBODEAUX GWENDOLYN WRIGHT

to

PUBLIC

FILED AND RECORDED
REAL RECORDS

On: 08/26/2008 at 02:45 PM

Document Number: 2008-007705

Receipt No.: 20089626

Amount: \$ 28.00

By: kwhitaker
Charlotte Bledsoe, County Clerk
Van Zandt County, Texas

5 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.

Charlotte Bledsoe, County Clerk

Record and Return To:

ANDERSON & ELLIOTT



CERTIFIED COPY

**AFFIDAVIT OF FACTS CONCERNING THE IDENTITY OF HEIRS
OF GWENDOLYN WRIGHT THIBODEAUX**

Before me, the undersigned authority, on this day personally appeared Phyllis D. Holt and Paul Keys, ("Affiant") who, being first duly sworn, upon oath states:

1. My name is Phyllis D. Holt, and I live at 904 Shady Trail, Athens, Texas 75751. I am personally familiar with the family and marital history of Gwendolyn Wright Thibodeaux ("Decedent"), and I have personal knowledge of the facts stated in this affidavit. I knew Decedent from the time I was born until December 8, 2006. Decedent died on December 8, 2006. Decedent's place of death was Athens, Van Zandt County, Texas. At the time of Decedent's death, Decedent's residence was 14257 FM 858, Athens, Van Zandt County, Texas.

2. My name is Paul Keys, and I live at P.O. Box 115, Ben Wheeler, Texas 75754. I am personally familiar with the family and marital history of Gwendolyn Wright Thibodeaux ("Decedent"), and I have personal knowledge of the facts stated in this affidavit. I knew Decedent from 1980 until December 8, 2006. Decedent died on December 8, 2006. Decedent's place of death was Athens, Van Zandt County, Texas. At the time of Decedent's death, Decedent's residence was 14257 FM 858, Athens, Van Zandt County, Texas.

3. Decedent's marital history was as follows: at the time of her death, Decedent was married to Louis Thibodeaux. Other than this marriage, Decedent had never been married.

4. Decedent did not have or adopt any children and did not take any children into Decedent's home or raise any children.

5. Decedent's mother was: Pearly Busch Wright, who pre-deceased the Decedent.

6. Decedent's father was: George Wright, who pre-deceased the Decedent.

7. Decedent had the following siblings:

Name: Georgette Wright Moore, who pre-deceased the Decedent.

Names of Parents: Pearly Busch Wright and George Wright

Names of Descendants: Patricia Barclay of Missouri City, Texas, and James T. Moore III, of Lufkin, Texas.

8. Decedent died without leaving a written will.

9. There has been no administration of Decedent's estate.



10. Decedent left no debts that are unpaid.
11. There are no unpaid estate or inheritance taxes.
12. To the best of my knowledge, Decedent owned an interest in the following real property:
 - a. Acres: 13.000 ABST: 154 SUR: R CRAWFORD (Van Zandt Co.)
 - b. Acres: 43.000 ABST: 532 SUR: F C MARTIN (Van Zandt Co.)
 - c. Acres: 3.000 ABST: 532 SUR: F C MARTIN (Van Zandt Co.)
 - d. Acres: 14.000 ABST: 854 SUR: WM TURNEY (Van Zandt Co.)
 - e. Acres: 4.500 ABST: 978 SUR: D YOUNG UNDIV INT (Van Zandt Co.)
 - f. Acres: 18.000 ABST: 978 SUR: YOUNG UNDIV INT (Van Zandt Co.)
 - g. Acres: 149.000 ABST: 978 SUR: P YOUNG HCAD 0978-0260-0000-03 (Van Zandt Co.)
 - h. .0833 Undivided Interest In TR 8,(20.600 \AC) ABST 66 W SCOTT, 1710 S HIGHWAY 146, BAYTOWN TX 77520 (Harris Co.)
14. The following were the heirs of the Decedent:
 - a. Name: Louis Thibodeaux
Relationship: Spouse
Address: P.O. Box 577, Ben Wheeler, Texas 75754
 - b. Name: Patricia Barclay
Relationship: Niece
Address: 4707 Norwich Way, Missouri City, TX 77459-2814
 - c. Name: James T. Moore III
Relationship: Nephew
Address: 105 Mistywood Circle, Lufkin, TX 75904-3146

Signed this 16 day of August, 2008.

Phyllis D. Holt
Phyllis D. Holt, Affiant

2



CERTIFIED COPY

Signed this 16 day of Aug 16, 2008.

Paul Keys
Paul Keys, Affiant

STATE OF TEXAS §

COUNTY OF VAN ZANDT §

Sworn to and subscribed to before me on Aug 16, 2008, by Phyllis D. Holt.

Sherry E. Catlett
SHERRY E CATLETT
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 10, 2012 My commission expires: _____

STATE OF TEXAS §

COUNTY OF VAN ZANDT §

Sworn to and subscribed to before me on August 16, 2008, by Paul Keys.

Sherry E. Catlett
SHERRY E CATLETT
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 10, 2012 My commission expires: _____

3



CERTIFIED COPY

PREPARED IN THE OFFICE OF:

ANDERSON & ELLIOTT, P.C.
128 E. Dallas Street
Canton, TX 75103
Tel: (903) 567-4141
Fax: (903) 567-6228

AFTER RECORDING RETURN TO:

Mr. Louis Thibodeaux
P. O. Box 577
Ben Wheeler, Texas 75754

4



I certify this to be a true and
exact copy of the original on file
in the District Clerk's Office,
Van Zandt County, Texas
By [Signature]
Deputy

CAUSE NO. 22-00105

CSD VAN ZANDT LLC	§	IN THE DISTRICT COURT
<i>Plaintiff</i>	§	
	§	
v.	§	294 th JUDICIAL DISTRICT
	§	
UDO BIRNBAUM	§	
<i>Defendant</i>	§	VAN ZANDT COUNTY, TEXAS

PLAINTIFF'S OBJECTIONS TO DEFENDANT'S EXHIBIT EVIDENCE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, CSD Van Zandt LLC (hereinafter "CSD" or "Plaintiff"), and respectfully submits these *Objections to Defendant's Exhibit Evidence*, and moves the Court to sustain same, and for cause Plaintiff would show unto the Court the following:

I.
OBJECTIONS

1. On October 20, 2022, Plaintiff filed a Traditional Motion for Summary Judgment. For the following reasons, Plaintiff objects to relevant portions of evidence attached to *Defendant's* purported *Response* as incompetent, untimely, and inadmissible evidence that violates the Texas Rules of Civil Procedure and the Texas Rules of Evidence. For these reasons, Plaintiff requests this Court strike the inadmissible portions of same, in part or in their entirety, as applicable.

2. Plaintiff generally objects to each exhibit offered by Defendant as each of the exhibits contain typed statements on the right-hand corner, and therefore cannot be authenticated as exact copies of an original document.

Plaintiff's Objections to Defendant's Exhibit Evidence
CN 22-00105; CSD Van Zandt LLC vs. Udo Birnbaum
Van Zandt County, Texas



I certify this to be a true and
exact copy of the original on file
in the District Clerk's Office,
Van Zandt County, Texas.
By 
Deputy

A. Introduction and Legal Standard

3. Rule 166a(f) provides that affidavits must be made on personal knowledge, and contain facts that would be admissible in evidence at a conventional trial on the merits.¹ Once a party objects to the admission of this evidence, the proponent bears the burden of proving to the Court that the evidence is admissible.²

i. *Objection to Affidavit of Udo Birnbaum*

4. Plaintiffs object to the Affidavit of Udo Birnbaum in its entirety, as it is replete with objectionable statements and references to inadmissible evidence, and thus cannot be considered as competent summary judgment evidence. To be considered by the trial court or reviewing court, summary judgment evidence must be presented in a form that would be admissible at trial.³ Moreover, an affidavit that makes self-serving, conclusory statements without any underlying factual detail cannot support summary judgment.⁴ A “conclusory statement,” which will not be counted as summary judgment evidence, is one that does not provide the underlying facts to support the conclusion.⁵ “An affidavit merely stating that the affiant has personal knowledge of the facts has been held insufficient if the affidavit does not reflect how the affiant gained the personal knowledge.”⁶ Furthermore, affidavits in opposition to [a] motion containing inadmissible

¹ Tex. R. Civ. P. 166a(f).

² *E.I. du Pont de Nemours and Co., Inc. v. Robinson*, 923 S.W.2d 549 (Tex. 1995).

³ *Vice v. Kasprzak*, 318 S.W.3d 1 (Tex. App.—Houston[1st Dist.] 2009, pet. denied).

⁴ *See id.* at 11.

⁵ *Id.*

⁶ *Federal Fin. Co. v. Delgado*, 1 S.W.3d 181, 184 (Tex. App.—Corpus Christi 1999, no pet.) (“An affidavit which does not positively and unqualifiedly represent the facts as disclosed in the affidavit to be true and within the affiant's personal knowledge is legally invalid. An affidavit that states that it is based on ‘personal knowledge and/or knowledge acquired upon inquiry’ does not unequivocally show that it is based on personal knowledge, and cannot serve as evidence.”); *Fair Woman, Inc. v. Transland Management Corp.*, 766 S.W.2d 323, 323 (Tex. App.—Dallas 1989, no writ).



conclusions, unsupported by statements of admissible facts, are insufficient.⁷ More, legal and factual conclusions are not competent summary judgment evidence.⁸

5. In the instant case, Plaintiff objects to each reference in Udo Birnbaum's Affidavit to the presence of fraud in the conveyances at subject between CSD and its grantors as inadmissible conclusory legal and factual statements, of which Defendant has failed to demonstrate any personal knowledge or expertise in title examination. Stated otherwise, Defendant is not qualified to make these statements and the portions of Defendant's Affidavit that allege fraud, which is wholly unsubstantiated, should be struck as inadmissible.

6. Plaintiff further objects to the "Summary" contained in Defendant's Affidavit in that the summary is vague and unclear, and does not contain sufficient language to authenticate any of the Exhibits relied upon by Defendant.

7. Plaintiff further objects to Defendant's Affidavit and each portion of Defendant's Response that alleges that an agreement existed between Gwendolyn and Louis Thibodeaux and Udo Birnbaum related to the ownership of the property at such in that these statements are irrelevant, as Plaintiff is a bona fide purchaser, and are in direct violation of the Dead Man's Rule.

8. Plaintiff also objects to Defendant's Affidavit to the extent that it poses questions instead of providing specific factual statements that support the allegations contained in his purported Response.

ii. Objection to Exhibits 4-7

9. Plaintiff objects to Defendant's Exhibits 4-7 as untimely and inadmissible given that it violates Chapter 194 of the Texas Rules of Civil Procedure, which contains a mandatory

⁷ *West Coast Mining, Inc. v. Security Nat'l. Bank*, 442 S.W.2d 821, 822 (Tex. Civ. App.—Amarillo 1969, writ ref'd n.r.e.).

⁸ *Methodist Hosp. v. Zurich Am. Ins. Co.*, 329 S.W.3d 510, 530 (Tex. App.—Houston [14th Dist.] 2010, pet. denied).



disclosure provision. In this connection, the Rule requires the disclosure of “a copy-or a description by category and location-of all documents, electronically stored information, and tangible things that the responding party has in its possession, custody, or control, and may use to support its claims or defenses, unless the use would be solely for impeachment”. *See*, Tex. R. Civ. P. 194.2. To date, Defendant has not filed disclosures, despite the fact that he clearly has had these “secret” documents in his possession. Therefore, any documents relied on by Defendant to support his allegations, namely Exhibits 4-7, must be struck as inadmissible.

10. Moreover, Plaintiff objects based on relevancy as said exhibits, which have not been properly authenticated, are inconsequential to the claims at subject in Plaintiff’s *Motion*, as Plaintiff is a bona fide purchaser who had no knowledge of the existence of Defendant’s secret documents.

iii. Objection to Defendant’s Screenshot on page 3

11. To the extent that Defendant attempts to use his Interrogatory requests as evidence, Plaintiff further objects to the foregoing image, as irrelevant given that a traditional motion for summary judgment that does not require that there be an adequate time to conduct discovery.

PRAYER

WHEREFORE PREMISES CONSIDERED, for the reasons stated hereinabove, Plaintiff moves the Court to sustain its objections, and strike all portions of Defendant’s inadmissible evidence. Plaintiff further prays for such other and further relief to which it may be justly entitled.

Respectfully submitted,

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



(903) 534-1650 Facsimile

/s/ Katryna R. Watkins
KATRYNA R. WATKINS
State Bar No. 24106554
krw@flowersdavis.com

ATTORNEY FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this instrument was served on Defendant via electronic service manager on the 13th day of November 2022.

/s/ Katryna R. Watkins
Katryna R. Watkins



Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Amy Womack on behalf of Katryna Watkins
Bar No. 24106554
aw@flowersdavis.com
Envelope ID: 70120896
Status as of 11/14/2022 9:40 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Celia C.Flowers		ccf@flowersdavis.com	11/13/2022 10:29:46 AM	SENT
Katryna Watkins		krw@flowersdavis.com	11/13/2022 10:29:46 AM	SENT
Amy Womack		aw@flowersdavis.com	11/13/2022 10:29:46 AM	SENT
Jennifer Wallace		legalassistant@flowersdavis.com	11/13/2022 10:29:46 AM	SENT
Tucker B.Royall		tbr@flowersdavis.com	11/13/2022 10:29:46 AM	SENT
Amanda Dupuis		ajd@flowersdavis.com	11/13/2022 10:29:46 AM	SENT
Udo Birnbaum		brnbn@aol.com	11/13/2022 10:29:46 AM	SENT



I certify this to be a true and exact copy of the original on file in the District Clerk's Office, Van Zandt County, Texas.
By 
Deputy

KARA TAYLOR

FLOWERS DAVIS

CELIA C. FLOWERS*

- * BOARD CERTIFIED, OIL, GAS & MINERAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
- * BOARD CERTIFIED, RESIDENTIAL REAL ESTATE LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
- * BOARD CERTIFIED, PROPERTY OWNERS ASSOCIATION LAW
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- * BOARD CERTIFIED, CIVIL TRIAL LAW
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COREY R. KELLAM

A.D. (DEAN) CHAPMAN, OF COUNSEL

ELLIS G. VICKERS, OF COUNSEL*

- * LICENSED TO PRACTICE LAW IN NEW MEXICO AND TEXAS
- * NEW MEXICO BOARD OF LEGAL SPECIALIZATION RECOGNIZED
SPECIALIST IN NATURAL RESOURCES - OIL & GAS LAW

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STEVE M. MASON

JOHN "JACK" R. FULGHAM

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- * BOARD CERTIFIED, PERSONAL INJURY TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
- * BOARD CERTIFIED, CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

VIRGINIA D. YOUNG
DANIEL C. ROSS

July 24, 2023

The Honorable Chris Martin
294th District Court - Van Zandt County, Texas
121 E. Dallas St., Ste. 301
Canton, Texas 75103

Sent via: Electronic Filing
and email to: brnbm@aol.com and
wbarker@vanzandtcountry.org

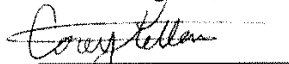
Re: Additional information requested for MSJ review – Cause No. 22-00105

Dear Judge Martin:

This letter is in response to the Court's request for additional information by email dated July 20, 2023.¹ I briefly responded to that email², but understand the Court requires the information by affidavit, which I have attached to this letter.³

Please do not hesitate to let me know if you have further questions.

Kindest Regards,


Corey R. Kellam

¹ Email thread between Ms. Waynette Barker, Udo Birnbaum and Corey Kellam, attached as Exhibit A.

² *Id.*

³ Affidavit of Robert Dow, Manager of Panola Holdings, LLC, Manager of CSD Van Zandt, LLC, attached as Exhibit B.



I certify this to be a true and exact copy of the original on file in the District Clerk's Office, Van Zandt County, Texas.
By: 

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this instrument was served on all parties of record via electronic service manager on this the 24th day of July 2023.

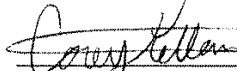

Corey R. Kellam



EXHIBIT A

From: Corey R. Kellam
Sent: Thursday, July 20, 2023 12:30 PM
To: 'Waynette Barker' <wbarker@vanzandtcountry.org>; 'brnbm@aol.com' <brnbm@aol.com>
Subject: RE: 22-00105 CSD VAN ZANDT LLC V BIRNBAUM

Ms. Barker, I should have also said in my email that I will be following up with an affidavit, I just wanted to present this information on the front end so you know I am in receipt of the request and will get something drafted promptly.

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

NOTICE OF CONFIDENTIALITY

The information contained in and transmitted with this email is: 1) SUBJECT TO THE ATTORNEY/CLIENT PRIVILEGE; 2) ATTORNEY WORK PRODUCT, OR 3) CONFIDENTIAL.

This communication and any documents, files, or previous email messages attached to it, constitute an electronic communication within the scope of the Electronic Communication Privacy Act, 18 USCA 2510. This communication may contain non-public, confidential, or legally privileged information intended for the sole use of the designated recipient(s). The unlawful interception, use, or disclosure of such information is strictly prohibited under 18 USCA 2511 and any applicable laws. If you have received this message in error, please notify us immediately by return e-mail and delete and destroy all copies of the original message.

From: Corey R. Kellam
Sent: Thursday, July 20, 2023 12:26 PM
To: 'Waynette Barker' <wbarker@vanzandtcountry.org>; brnbm@aol.com
Subject: RE: 22-00105 CSD VAN ZANDT LLC V BIRNBAUM

Hi Ms. Barker, and thank you for reaching out.

To answer the question, no, Ms. Girot has never had any ownership in, membership in, employment in, or



CERTIFIED COPY

any other connection to CSD Van Zandt, LLC or its members, directors, or employees. Her first interaction with CSD Van Zandt, LLC was an email from her to my client on March 2, 2022, wherein she advises that she is interested in selling the property. I'm also including below a couple excerpts from Ms. Girot's deposition confirming as much.

Page 40, Lines 13-18

13 Q. How did you come to sell CSD Van Zandt the
14 property?

15 A. Oh, I think I received correspondence in the
16 mail regarding an interest in purchasing that property.
17 I did not have the property listed at that time or at
18 any time.

Page 40, Lines 23-25

23 Q. Okay. Do you know Mr. Robert Dow?

24 A. I do not know him personally. I know of him
25 through this transaction.

Thank you, and let me know if there are any additional questions.

Best,

Corey

fd] FLOWERS DAVIS

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From: Waynette Barker <wbarker@vanzandtcountry.org>



CERTIFIED COPY

Sent: Thursday, July 20, 2023 8:31 AM

To: Corey R. Kellam <crk@flowersdavis.com>; brnbm@aol.com

Subject: 22-00105 CSD VAN ZANDT LLC V BIRNBAUM

Importance: High

Mr. Kellam,

The Court has completed its review and consideration of the Plaintiff's Traditional MSJ. Additional information, which was not provided by the Plaintiff, is needed and requested by the Court. To determine whether the Plaintiff, is a bona fide purchaser without notice of Mr. Birnbaum's claim to the subject property by the unrecorded deed of 2017, the Court first acknowledges and finds that Ms. Lisa Girot, as notary of the unrecorded deed, had actual knowledge of Mr. Birnbaum's claim or potential claim to the subject property. Therefore, since Ms. Girot sold and transferred her interest in the subject property to the Plaintiff, the Court must now determine whether the Plaintiff had or should have had the same knowledge as Ms. Girot. The Court requests the following information by affidavit:

1. At any time has Ms. Girot had any ownership in, membership in, employment in, or any other connection to CSD Van Zandt, LLC or its members, directors, or employees?

Please submit the information as soon as practicable.

Respectfully,

Waynette Barker

294th District Court Administrator

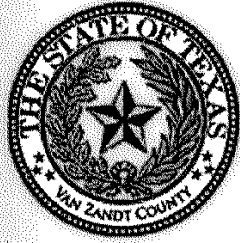
PH: 903-567-4422

FAX: 903-567-5652

Email: wbarker@vanzandtcounty.org



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JURY TRIAL DATES ONLY: PLEASE REMEMBER THAT YOU MUST HAVE GONE TO MEDIATION BEFORE ALL FINAL HEARINGS, BENCH TRIALS AND JURY TRIALS.

CIVIL JURY TRIALS 2023 (does not include criminal jury trial dates)

JULY NO JURY TRIALS

AUGUST 14 – 18 4 case set on the docket

SEPTEMBER 11-15 5 case set on the docket

OCTOBER 16-20 4 case set on the docket

NOVEMBER 13-17 6 case set on the docket

DECEMBER NO JURY TRIALS

Jury Trials for 2024

January 22 – 25, 2024 2 Cases set on the docket

February 20 – 23, 2024 2 Cases set on the docket

April 22-26, 2024 1 Case set on the docket

May 20-24, 2024 1 Case set on the docket

August 19-23, 2024

October 21-25, 2024 1 Case set on the docket

The will to win, the desire to succeed, the urge to reach your full potential... these are the keys that will unlock the door to personal excellence.

NOTICE: All email correspondence relating to pending cases will be filed with the District Clerk for inclusion in the record of the case. Any communication to the Court or staff via email must comply with Rules 21 and 21A, T.R.C.P., and to do so by the fastest means available to the other affected parties or counsel. The provisions of Canon 3B.(8) of the Code of Judicial Conduct should be carefully reviewed before any person connected with a case attempts any communication with the Judge or court personnel.

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the intended recipient and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please destroy all copies of the original message.



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CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§
§
§
§
§
§
§

IN THE DISTRICT COURT

294TH JUDICIAL DISTRICT

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 O. 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. This affidavit is being made in response to the Court's inquiry as to whether, at any time, Ms. Lisa Girot had any ownership in, membership in, employment in, or any other connection to CSD Van Zandt, LLC or its members, directors, or employees.
3. I am the Manager of Panola Holdings, LLC, which is the Manager of CSD Van Zandt, LLC, and I am intimately familiar with CSD Van Zandt, LLC's operations.
4. Ms. Girot has never had any ownership in, membership in, employment in, or any other connection to CSD Van Zandt, LLC or its members, directors, or employees.
5. My first communication with Ms. Girot was in response to an email from her on March 2, 2022, wherein she advised that she was interested in selling the property subject to this litigation.
6. CSD Van Zandt, LLC was not incorporated with the State of Texas until April 12, 2022, which was more than a month after my first communication with Ms. Girot.
7. On May 9, 2023 Ms. Girot sat for an oral and videotaped sworn deposition related to this lawsuit.
8. On page 40, lines 13-18 of the deposition, Ms. Girot confirms that she first responded to a marketing mailer, which was sent by me, regarding the sale of the property:

Affidavit of Robert O. Dow
Van Zandt County, Texas



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13 Q. How did you come to sell CSD Van Zandt the
14 property?

15 A. Oh, I think I received correspondence in the
16 mail regarding an interest in purchasing that property.
17 I did not have the property listed at that time or at
18 any time.

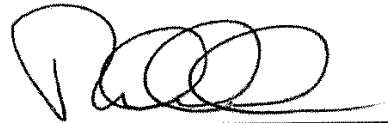
9. Later on page 40, lines 23-25 of the deposition, Ms. Girot also confirms she does not know me except for through the real estate transaction:

23 Q. Okay. Do you know Mr. Robert Dow?

24 A. I do not know him personally. I know of him
25 through this transaction.

10. My first knowledge of the unrecorded 2017 deed referenced in this lawsuit was on the morning of July 24, 2022, when a Rob Coady, a contractor hired by CSD Van Zandt LLC, discovered a copy of the unrecorded 2017 deed placed in a Ziploc bag which was attached to a gate on the property subject to this litigation, which was about a month after CSD Van Zandt, LLC acquired the property."

Affiant further sayeth not.



Robert O. Dow

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on this the 24th day of July 2023 to certify which witness my hand and seal of office.




Notary Public, State of Texas

Affidavit of Robert O. Dow
Van Zandt County, Texas



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Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Amy Womack on behalf of Corey Kellam
Bar No. 24083297
aw@flowersdavis.com
Envelope ID: 77800141
Filing Code Description: No Fee Documents
Filing Description: Letter to Honorable Chris Martin
Status as of 8/4/2023 10:56 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Celia C.Flowers		ccf@flowersdavis.com	7/24/2023 10:38:32 AM	SENT
Jennifer Wallace		legalassistant@flowersdavis.com	7/24/2023 10:38:32 AM	SENT
Ashley Fortune		alf@flowersdavis.com	7/24/2023 10:38:32 AM	SENT
Udo Birnbaum		brnbn@aol.com	7/24/2023 10:38:32 AM	SENT
Corey RossKellam		crk@flowersdavis.com	7/24/2023 10:38:32 AM	SENT
Shannon MBarber		smb@flowersdavis.com	7/24/2023 10:38:32 AM	SENT



I certify this to be a true and exact copy of the original on file in the District Clerk's Office, Van Zandt County, Texas.
By  Deputy

FILED FOR RECORD

2023 AUG -9 PM 1:49

THIS DOCUMENT - 3 pages
ATTACH "A" - ongoing email - 8 pages

CAUSE NO. 22-00105

KAREN WILSON
DIST. CLERK VAN ZANDT CO. TX
CSD VAN ZANDT LLC \$ IN THE DISTRICT COURT
Plaintiff TW DEP \$ 294th JUDICIAL DISTRICT
v. \$ VAN ZANDT COUNTY, TX
UDO BIRNBAUM
Defendant

DEFENDANT'S RESPONSE TO THIS COURT'S INQUIRY

TO THIS HONORABLE COURT:

THE BIG PICTURE

1. Plaintiff, CSD VAN ZANDT LLC, pleads TITLE to 150 acres in Van Zandt County.
2. Defendant, UDO BIRNBAUM, pleads long time TITLE to these 150 acres, and that this very CSD suit upon him is an ongoing real estate deed fraud scheme upon the elderly, with such now ongoing upon him in this Court, at this very time.
3. AND HERewith, Defendant BIRNBAUM, to paraphrase this Court's inquiry of July 20, 2023:

"Urgency: HIGH"

"This Court, having already determined that grantor Ms. Lisa Girot knew that she inherited no such 150 acres from Louis Thibodeaux, needs to know if someone from grantee CSD Van Zandt LLC was in on her fraud upon Defendant."

And to paraphrase the paraphrase:

"Lisa is a crook, so let us see if Dow also is."

Defendant's Response to this Court's Inquiry
page 1 of 3



I certify this to be a true and exact copy of the original on file in the District Clerk's Office, Van Zandt County, Texas.
By [Signature]
Deputy

SO HERE GOES:

4. Robert Dow, **before purchasing**, when he immediately called Ms. Lisa Girot, regarding Mr. Birnbaum having just run off his surveyors, should have known that something was awfully irregular about what Ms. Lisa Girot was telling.

5.. And an awfully irregular relationship, between Ms. Lisa Girot and Mr. Robert Dow, is evidenced in that phone call, which just came to light by the Zoom Deposition of Lisa Girot on May 9, 2023.

6. The subject quickly moved into wild spins as to Defendant Birnbaum, and how they would back each other in going forward, without any indication of Mr. Dow having inquired with any of the neighbors, or intention to do so, or contact the other grantors, i.e. Patricia Moore Barclay or James Moore III. The topic was all about plotting a common scheme to “go forward”, and assurances to each other of each others’ future protection, such as at 07:50 into the 18:54 minute telephone recording, as such at 1:33:20 in the 1:54:02 Zoom video deposition of Ms. Lisa Girot, Mr. Dow, as BUYER, agreeing to protect the SELLER, regarding their in between them **“it”**:

“And we told you we’d take it on and so we are going to try to be sure to protect us and like we said protect you too.”

7. And NOW, in response to this Court’s **July 20, 2023** inquiry Robert Dow, by Affidavit, swears that: (see Attach)

“10. My first knowledge of the unrecorded 2017 deed referenced in this lawsuit was on the morning of July 24, 2022, when a Rob Coady, a contractor hired by CSD Van Zandt LLC, discovered a copy of the unrecorded 2017 deed in a Ziploc bag which was attached to a gate on the property subject to this litigation, which was about a month after CSD Van Zandt, LLC acquired the property.”

Defendant’s Response to this Court’s Inquiry
page 2 of 3



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8. So what did Mr. Dow do, upon the July 24, 2022 evidence that Girot never had anything to convey him? Go to the police, or his title insurers, that he had been swindled?

9. NO, instead Mr. Dow, again, runs back to Lisa Girot, as revealed by the just May 9, 2023 Zoom Deposition of Lisa Girot, and has his Corey Kellam weave his earlier, before buying, recording of the tale by Lisa Girot, and weave such into the fraudulent Affidavit of Lisa Girot, also have it spun into the Affidavit of Robert Dow, and not sue LISA GIROT, but BIRNBAUM, the victim of the Lisa Girot Real Estate Deed fraud upon an then 85 old elderly, Dow filing this very suit on August 8, 2022.

10. AND THEN, long later, on October 20, 2022, long after his on July 24, 2022 having full knowledge of the Lisa Girot fraud, moves as PLAINTIFF – for Summary Judgment - such Motion now before this court, the Court now July 20, 2023 inquiring whether Plaintiff, Plaintiff's Robert Dow, or Plaintiff's Attorney Corey Kellam, had knowledge – of the fraud by Ms. Lisa Girot.

11. All such as a suggestion to this Court.

12. The current email string upon this Court's inquiry of July 20, 2023 as Attach.

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

Certificate of Service

Today August 1, 2023 by imbed in and attach to ongoing common string also regular mail Flowers Davis, 1021 ESE Loop 323, Suite 200, Tyler, Texas 75701

Defendant's Response to this Court's Inquiry
page 3 of 3





FLOWERS DAVIS

ATTACH "A"- re Court's inquiry
Ongoing e-mail thread
Court - CSD - Birnbaum

CELIA C. FLOWERS*

* BOARD CERTIFIED, OIL, GAS & MINERAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
* BOARD CERTIFIED, RESIDENTIAL REAL ESTATE LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
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* NEW MEXICO BOARD OF LEGAL SPECIALIZATION RECOGNIZED
SPECIALIST IN NATURAL RESOURCES - OIL & GAS LAW

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LONGVIEW OFFICE:

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LONGVIEW, TEXAS 75601

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* BOARD CERTIFIED, CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

VIRGINIA D. YOUNG

DANIEL C. ROSS

July 24, 2023

The Honorable Chris Martin
294th District Court - Van Zandt County, Texas
121 E. Dallas St., Ste. 301
Canton, Texas 75103

Sent via: Electronic Filing
and email to: brnbn@aol.com and
wbarker@vanzandtcourt.org

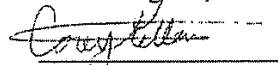
Re: *Additional information requested for MSJ review – Cause No. 22-00105*

Dear Judge Martin:

This letter is in response to the Court's request for additional information by email dated July 20, 2023.¹ I briefly responded to that email², but understand the Court requires the information by affidavit, which I have attached to this letter.³

Please do not hesitate to let me know if you have further questions.

Kindest Regards,


Corey R. Kellam

¹ Email thread between Ms. Waynette Barker, Udo Birnbaum and Corey Kellam, attached as Exhibit A.

² *Id.*

³ Affidavit of Robert Dow, Manager of Panola Holdings, LLC, Manager of CSD Van Zandt, LLC, attached as Exhibit B.



CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this instrument was served on all parties of record via electronic service manager on this the 24th day of July 2023.

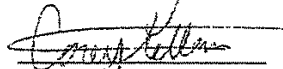

Corey R. Kellam



EXHIBIT A

From: Corey R. Kellam
Sent: Thursday, July 20, 2023 12:30 PM
To: 'Waynette Barker' <wbarker@vanzandtcounty.org>; 'brnbm@aol.com' <brnbm@aol.com>
Subject: RE: 22-00105 CSD VAN ZANDT LLC V BIRNBAUM

Ms. Barker, I should have also said in my email that I will be following up with an affidavit, I just wanted to present this information on the front end so you know I am in receipt of the request and will get something drafted promptly.

Thanks,

Corey

 FLOWERS DAVIS

1021 ESE Loop 323, Suite 200
Tyler, Texas 75701
(903) 534-8063 Office
(903) 534-1650 Facsimile
crk@flowersdavis.com / www.flowersdavis.com

NOTICE OF CONFIDENTIALITY

The information contained in and transmitted with this email is: 1) SUBJECT TO THE ATTORNEY/CLIENT PRIVILEGE; 2) ATTORNEY WORK PRODUCT, OR 3) CONFIDENTIAL.

This communication and any documents, files, or previous email messages attached to it, constitute an electronic communication within the scope of the Electronic Communication Privacy Act, 18 USCA 2510. This communication may contain non-public, confidential, or legally privileged information intended for the sole use of the designated recipient(s). The unlawful interception, use, or disclosure of such information

is strictly prohibited under 18 USCA 2511 and any applicable laws. If you have received this message in error, please notify us immediately by return e-mail and delete and destroy all copies of the original message.

From: Corey R. Kellam
Sent: Thursday, July 20, 2023 12:26 PM
To: 'Waynette Barker' <wbarker@vanzandtcounty.org>; brnbm@aol.com
Subject: RE: 22-00105 CSD VAN ZANDT LLC V BIRNBAUM

Hi Ms. Barker, and thank you for reaching out.

To answer the question, no, Ms. Girot has never had any ownership in, membership in, employment in, or



any other connection to CSD Van Zandt, LLC or its members, directors, or employees. Her first interaction with CSD Van Zandt, LLC was an email from her to my client on March 2, 2022, wherein she advises that she is interested in selling the property. I'm also including below a couple excerpts from Ms. Girof's deposition confirming as much.

Page 40, Lines 13-18

13 Q. How did you come to sell CSD Van Zandt the
14 property?

15 A. Oh, I think I received correspondence in the
16 mail regarding an interest in purchasing that property.
17 I did not have the property listed at that time or at
18 any time.

Page 40, Lines 23-25

23 Q. Okay. Do you know Mr. Robert Dow?

24 A. I do not know him personally. I know of him
25 through this transaction.

Thank you, and let me know if there are any additional questions.

Best,

Corey

 FLOWERS DAVIS

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: Waynette Barker <wbarker@vanzandtcounty.org>



CERTIFIED COPY

Sent: Thursday, July 20, 2023 8:31 AM

To: Corey R. Kellam <crk@flowersdavis.com>; brnbm@aol.com

Subject: 22-00105 CSD VAN ZANDT LLC V BIRNBAUM

Importance: High

Mr. Kellam,

The Court has completed its review and consideration of the Plaintiff's Traditional MSJ. Additional information, which was not provided by the Plaintiff, is needed and requested by the Court. To determine whether the Plaintiff, is a bona fide purchaser without notice of Mr. Birnbaum's claim to the subject property by the unrecorded deed of 2017, the Court first acknowledges and finds that Ms. Lisa Girot, as notary of the unrecorded deed, had actual knowledge of Mr. Birnbaum's claim or potential claim to the subject property. Therefore, since Ms. Girot sold and transferred her interest in the subject property to the Plaintiff, the Court must now determine whether the Plaintiff had or should have had the same knowledge as Ms. Girot. The Court requests the following information by affidavit:

1. At any time has Ms. Girot had any ownership in, membership in, employment in, or any other connection to CSD Van Zandt, LLC or its members, directors, or employees?

Please submit the information as soon as practicable.

Respectfully,

Waynette Barker

294th District Court Administrator

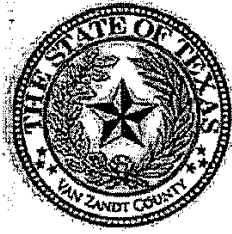
PH: 903-567-4422

FAX: 903-567-5652

Email: wbarker@vanzandtcounty.org



CERTIFIED COPY



JURY TRIAL DATES ONLY: PLEASE REMEMBER THAT YOU MUST HAVE GONE TO MEDIATION BEFORE ALL FINAL HEARINGS, BENCH TRIALS AND JURY TRIALS.

CIVIL JURY TRIALS 2023 (does not include criminal jury trial dates)

JULY NO JURY TRIALS

AUGUST 14 – 18 4 case set on the docket

SEPTEMBER 11-15 5 case set on the docket

OCTOBER 16-20 4 case set on the docket

NOVEMBER 13-17 6 case set on the docket

DECEMBER NO JURY TRIALS

Jury Trials for 2024

January 22 – 25, 2024 2 Cases set on the docket

February 20 – 23, 2024 2 Cases set on the docket

April 22-26, 2024 1 Case set on the docket

May 20-24, 2024 1 Case set on the docket

August 19-23, 2024

October 21-25, 2024 1 Case set on the docket

The will to win, the desire to succeed, the urge to reach your full potential... these are the keys that will unlock the door to personal excellence.

NOTICE: All email correspondence relating to pending cases will be filed with the District Clerk for inclusion in the record of the case. Any communication to the Court or staff via email must comply with Rules 21 and 21A, T.R.C.P., and to do so by the fastest means available to the other affected parties or counsel. The provisions of Canon 3B.(8) of the Code of Judicial Conduct should be carefully reviewed before any person connected with a case attempts any communication with the Judge or court personnel.

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the intended recipient and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please destroy all copies of the original message.



CERTIFIED COPY

Exhibit B

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§
§
§
§
§
§
§

IN THE DISTRICT COURT

294TH JUDICIAL DISTRICT

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 O. 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. This affidavit is being made in response to the Court's inquiry as to whether, at any time, Ms. Lisa Girot had any ownership in, membership in, employment in, or any other connection to CSD Van Zandt, LLC or its members, directors, or employees.
3. I am the Manager of Panola Holdings, LLC, which is the Manager of CSD Van Zandt, LLC, and I am intimately familiar with CSD Van Zandt, LLC's operations.
4. Ms. Girot has never had any ownership in, membership in, employment in, or any other connection to CSD Van Zandt, LLC or its members, directors, or employees.
5. My first communication with Ms. Girot was in response to an email from her on March 2, 2022, wherein she advised that she was interested in selling the property subject to this litigation.
6. CSD Van Zandt, LLC was not incorporated with the State of Texas until April 12, 2022, which was more than a month after my first communication with Ms. Girot.
7. On May 9, 2023 Ms. Girot sat for an oral and videotaped sworn deposition related to this lawsuit.
8. On page 40, lines 13-18 of the deposition, Ms. Girot confirms that she first responded to a marketing mailer, which was sent by me, regarding the sale of the property:

Affidavit of Robert O. Dow
Van Zandt County, Texas



CERTIFIED COPY

13 Q. How did you come to sell CSD Van Zandt the
14 property?

15 A. Oh, I think I received correspondence in the
16 mail regarding an interest in purchasing that property.
17 I did not have the property listed at that time or at
18 any time.

9. Later on page 40, lines 23-25 of the deposition, Ms. Girot also confirms she does not know me except for through the real estate transaction:

23 Q. Okay. Do you know Mr. Robert Dow?

24 A. I do not know him personally. I know of him
25 through this transaction.

10. My first knowledge of the unrecorded 2017 deed referenced in this lawsuit was on the morning of July 24, 2022, when a Rob Coady, a contractor hired by CSD Van Zandt LLC, discovered a copy of the unrecorded 2017 deed placed in a Ziploc bag which was attached to a gate on the property subject to this litigation, which was about a month after CSD Van Zandt, LLC acquired the property."

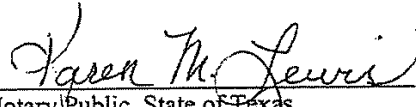
Affiant further sayeth not.



Robert O. Dow

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on this the 24th day of July 2023 to certify which witness my hand and seal of office.




Notary Public, State of Texas

Affidavit of Robert O. Dow
Van Zandt County, Texas



I certify this to be a true and exact copy of the original on file in the District Clerk's Office, Van Zandt County, Texas.
By  Deputy

Tara Waymire

CAUSE NO. 22-00105

CSD VAN ZANDT LLC	§	IN THE DISTRICT COURT
<i>Plaintiff</i>	§	
	§	
v.	§	294 th JUDICIAL DISTRICT
	§	
UDO BIRNBAUM	§	
<i>Defendant</i>	§	VAN ZANDT COUNTY, TEXAS

**PLAINTIFF'S RESPONSE TO 1) DEFENDANT'S RESPONSE TO COURT'S INQUIRY
AND 2) DEFENDANT'S MOTION TO ORDER MEDIATION**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, CSD VAN ZANDT LLC (hereinafter "Plaintiff") in response to *Defendant's Response to Court's Inquiry and Defendant's Motion to Order Mediation*, seeking to correct factual untruths in Defendant's response and requesting the Court deny Defendant's motion for mediation. In support thereof, Plaintiff respectfully shows the Court the following:

I.

**DEFENDANT'S RESPONSE TO COURT'S INQUIRY IS RIFE WITH
UNSUBSTANTIATED CLAIMS**

1. Defendant's *Response to Court's Inquiry* is rife with factual inaccuracies and unsubstantiated statements. It fails to provide a scintilla of evidentiary value to the substance of Court's inquiry into the following narrow question:

"At any time has Ms. Girot had any ownership in, membership in, employment in, or any other connection to CSD Van Zandt, LLC or its members, directors or employees?"

2. This question, which was directed at Plaintiff, not Defendant, was accurately and fully responded to in a letter and affidavit filed with the Court by Plaintiff on July 24, 2023.

3. Defendant immediately begins his Response to the Court by injecting his own subjective opinion as to the purpose of the Court's inquiry, going so far as to explain to the Court what the Court really meant to ask – in multiple derivative, paraphrased, and bombastic statements.

Plaintiff's Response to Defendant's Response to Court's Inquiry and Defendant's Motion for Mediation
CN: 22-00105; CSD Van Zandt LLC v. Birnbaum
Van Zandt County, Texas



I hereby certify that the foregoing is an exact copy of the original on file in the District Clerk's Office, Van Zandt County, Texas.
By Tara Waymire
Deputy

Then Defendant, without any evidentiary proof, makes numerous inflammatory statements against Plaintiff, alleging a scheme of collusion by Ms. Girot and Plaintiff to commit a “real estate deed fraud scheme” against the elderly.

4. While difficult to respond to Defendant’s “throw everything and see what sticks” approach, Plaintiff wishes to briefly debunk Defendant’s fictional pleadings below by offering facts supported by the record before this Court.

5. FACT: No substantiated evidence exists in the Court’s record indicating that Defendant represented ownership in the Property to Plaintiff or any agent, employee, contractor, member, owner, or director of the Plaintiff prior to Plaintiff purchasing the Property.

6. FACT: The surveyor hired by CSD Van Zandt, LLC successfully completed a survey of the Property, which led to a new metes and bounds legal description included in the vesting deed into CSD Van Zandt, LLC. Said deed is attached as Exhibit B, Attachment 1 to Plaintiff’s *Traditional Motion for Summary Judgment* and was recorded as Document No. 2022-007473 in the Official Public Records of Van Zandt County, Texas.

7. FACT: No evidence presented to this Court even remotely suggests that Plaintiff committed a real estate fraud scheme against Defendant. Despite Defendant’s effort to continue spinning tales and taking statements and evidence out of context, the Court’s record is clear that:

- a. No scheme existed between Plaintiff and Ms. Girot, and
- b. Record title clearly showed Defendant was not the owner of the Property and had not been since his April 12, 2002 Warranty Deed to Gwendolyn Wright Thibodeaux, whereby Defendant conveyed the Property in exchange “*for \$10.00 cash in hand paid, and other good and valuable consideration this day paid to me paid to me all in cash by the said Gwendolyn Wright Thibodeaux, the*



receipt and sufficiency of which is hereby acknowledged and confessed. . .”.

8. FACT: Plaintiff has not, at any time, “run back to Ms. Girot” during this dispute. After becoming aware of Defendant’s alleged claim of ownership to the Property, which was more than a month after Plaintiff acquired the Property, Plaintiff retained legal counsel, filed this lawsuit, and has maintained a position of fee simple ownership of the Property for the duration of this dispute. All affidavits, depositions, and other evidence on record in the case support Plaintiff’s bona-fide purchaser status and confirm vested title in Plaintiff, including but not limited to Ms. Girot’s testimony on Page 46, lines 1-4 of her deposition:

1		Q.	Did you ever communicate to Mr. Dow prior to	
2			closing, prior to when CSD purchased the property, that	
3			Mr. Birnbaum claimed an ownership in the 149 acres?	
4		A.	No, ma'am.	

And her testimony on page 52, lines 12-15 of said deposition:

12		Q.	Okay. So is it your testimony that prior to	
13			purchasing the property, Mr. Dow had knowledge of the	
14			existence of a 2017 deed?	
15		A.	I don't think he was aware of the deed.	

9. FACT: The Court’s narrow inquiry has been answered - Ms. Girot did not, at any time, have any ownership in, membership in, employment in, or any other connection to CSD Van Zandt, LLC or its members, directors, or employees.

II.
DEFENDANT’S MOTION FOR MEDIATION SHOULD BE DENIED

10. Defendant demands mediation *be “required”* for this case and alleges this Court “*requires mediation before all final hearings, bench trials, and jury trials, such in the interest of justice and to preserve resources.*”

11. First, Plaintiff filed a Traditional Motion for Summary Judgment on October 20,



2022, and this Court may rule on said motion without a hearing.

12. Second, Plaintiff is unaware of this Court's alleged mediation requirement as indicated by Defendant. Regardless, Plaintiff has made multiple attempts to negotiate in good faith with Defendant to resolve this matter, including through informal mediation; in each case, Defendant has made a mockery of those settlement attempts, and it is clear Defendant has no intention of entering settlement negotiations in good faith.

13. Third, as a result of Defendant disclosing confidential settlement terms offered as part of prior negotiations between the parties in his *Motion to Order Mediation* and on Defendant's infamous and publicly accessible website¹, Defendant has irreparably damaged any remaining trust Plaintiff had that the integrity and confidentiality of future settlement negotiations would be respected or honored by Defendant.

14. Accordingly, and based upon the foregoing, Plaintiff urges the Court to deny Defendant's request for any additional mediation.

PRAYER

WHEREFORE PREMISES CONSIDERED, for the foregoing reasons, Plaintiff respectfully asks the Court to:

1. Dismiss Defendant's meritless and unsubstantiated *Response to Court's Inquiry*;
2. Deny Defendant's *Motion to Order Mediation*; and
3. Rule on Plaintiff's *Traditional Motion for Summary Judgment* filed with the Court on October 20, 2022.

Plaintiff also moves the Court to grant reasonable and necessary attorney's fees, costs of court, and such other and further relief to which Plaintiff may be justly entitled.

¹ www.damncourthousecriminals.com



Respectfully submitted,

FLOWERS DAVIS, P.L.L.C.
1021 ESE Loop 323, Suite 200
Tyler, Texas 75701
(903) 534-8063
(903) 534-1650 Facsimile

/s/ Corey Kellam
COREY R. KELLAM
State Bar No. 24083297
crk@flowersdavis.com

ATTORNEY FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above and foregoing instrument has been served on all parties of record via electronic service manager on this the 14th day of August 2023.

/s/ Corey Kellam
COREY R. KELLAM



Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Amy Womack on behalf of Corey Kellam
Bar No. 24083297
aw@flowersdavis.com
Envelope ID: 78493096
Filing Code Description: Answer/Response
Filing Description: Plaintiff's Response to Defendant's Response to Court's Inquiry and Motion to Order Mediation
Status as of 8/14/2023 11:58 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Celia C.Flowers		ccf@flowersdavis.com	8/14/2023 11:51:16 AM	SENT
Corey RossKellam		crk@flowersdavis.com	8/14/2023 11:51:16 AM	SENT
Jennifer Wallace		legalassistant@flowersdavis.com	8/14/2023 11:51:16 AM	SENT
Ashley Fortune		alf@flowersdavis.com	8/14/2023 11:51:16 AM	SENT
Shannon MBarber		sb@flowersdavis.com	8/14/2023 11:51:16 AM	SENT
Udo Birnbaum		brnbn@aol.com	8/14/2023 11:51:16 AM	SENT



I certify this to be a true and exact copy of the original on file in the District Clerk's Office, Van Zandt County, Texas.
By [Signature]
Deputy

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§
§
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IN THE DISTRICT COURT

294th JUDICIAL DISTRICT

VAN ZANDT COUNTY, TEXAS

FILED FOR RECORD
2023 AUG 17 AM 11:20
KAREN WILSON
DIST CLERK VAN ZANDT CO. TX
BY *[Signature]* DEP

ORDER GRANTING

PLAINTIFF'S TRADITIONAL MOTION FOR SUMMARY JUDGMENT

On August 17, 2023, came on to be considered *Plaintiff's Traditional Motion for Summary Judgment*. The Court, having considered said *Motion*, and all Responses and Replies, if any, is of the opinion that Plaintiff is entitled to judgment as a matter of law.

IT IS THEREFORE ORDERED, ADJUDGED, and DECREED that *Plaintiff's Traditional Motion for Summary Judgment* is hereby GRANTED in all things.

IT IS SO ORDERED.

SIGNED this the 17th day of August 2023.



Judge Chris Martin

Order Granting Plaintiff's Traditional Motion for Summary Judgment
CN: 22-00105; CSD Van Zandt LLC v. Birnbaum
Van Zandt County, Texas

1



I certify this to be a true and exact copy of the original on file in the District Clerk's Office, Van Zandt County, Texas.
By *[Signature]*
Deputy

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§
§
§
§
§
§
§

IN THE DISTRICT COURT

294th JUDICIAL DISTRICT

VAN ZANDT COUNTY, TEXAS

WRIT OF POSSESSION OF PREMISES

TO ANY SHERIFF OR CONSTABLE IN THE STATE OF TEXAS:

WHEREAS the Plaintiff has recovered judgment of possession of the premises in the above-entitled and numbered action; and

WHEREAS the judgment was executed on August 17, 2023; and

WHEREAS the Plaintiff has proven an entitlement to immediate possession of the premises;

YOU ARE HEREBY COMMANDED to place Plaintiff, CSD VAN ZANDT, LLC, in immediate possession of the premises located at 540 VZ County Road 2916, Eustace, Texas 75124, and legally described as:

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. Cohen and Lindsey K. Cohen, dated March 31, 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 Henry E. Anderson to Brady Irwin and Sharon Irwin, dated June 26, 2020 and recorded in Document No. 2020-085698 bears North 04 deg. 34 min. 24 sec. West, a distance of 513.56 feet;

Writ of Possession of Premises
CN: 22-00105; CSD Van Zandt LLC v. Udo Birnbaum
Van Zandt County, Texas



I certify this to be a true and exact copy of the original on file in the District Clerk's Office, Van Zandt County, Texas.
By 
Deputy

1

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 106.73 acre tract as described in a deed from Shirley Solvin 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. 2022-092473 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 1,563.69 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. 2020-095698, 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 89 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 1,490.81 feet and continuing for a total distance of 1,866.20 feet to the POINT OF BEGINNING AND CONTAINING 148.12 ACRES OF LAND.



(1) When the writ is executed:

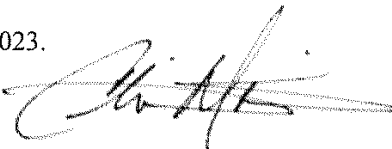
- (A) deliver possession of the premises to CSD Van Zandt LLC;
- (B) instruct Udo Birnbaum and/or all persons claiming under him to leave the premises immediately, and, if the persons fail to comply, physically remove them;
- (C) instruct Udo Birnbaum to remove, or to allow CSD Van Zandt LLC or other persons acting under your supervision to remove, all personal property from the premises other than personal property claimed to be owned by CSD Van Zandt LLC; and,
- (D) place, or have an authorized person place, the removed personal property outside at a nearby location, but not blocking a public sidewalk, passageway, or street and not while it is raining, sleeting, or snowing, with the exception of circumstances existing under Texas Property Code Sec. 24.0061 (d-1).

The officer serving this *Writ*, at the officer's discretion, may engage the services of a bonded or insured warehouseman to remove and store, subject to applicable law, part or all of the property at no cost to CSD Van Zandt LLC or the officer executing the *Writ*. The officer may not require CSD Van Zandt LLC to store the property.

NOTICE TO OFFICER: Under Section 7.003, Texas Civil Practice and Remedies Code, the officer is not liable for damages resulting from the execution of the *Writ* if the officer executes the *Writ* in good faith and with reasonable diligence.

8/30/2023 4:05:42 pm

SIGNED this ____ day of _____ 2023.



JUDGE PRESIDING
Chris Martin

RETURN

Came to hand on the ____ day of _____ 2023, at _____ o'clock ____ .m., and
executed at _____, Van Zandt County, Texas, at
_____ o'clock ____ .m. on the ____ day of _____ 2023, by placing CSD Van Zandt
LLC in possession of the property described in accordance with the terms of the *Writ*.

CONSTABLE, Precinct _____
VAN ZANDT COUNTY, TEXAS

BY _____



Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Amy Womack on behalf of Celia Flowers
Bar No. 7175500
aw@flowersdavis.com
Envelope ID: 78984965
Filing Code Description: Proposed Order
Filing Description: Writ of Possession of Premises
Status as of 8/31/2023 7:52 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Celia C.Flowers		ccf@flowersdavis.com	8/28/2023 3:08:03 PM	SENT
Corey RossKellam		crk@flowersdavis.com	8/28/2023 3:08:03 PM	SENT
Amy Womack		aw@flowersdavis.com	8/28/2023 3:08:03 PM	SENT
Jennifer Wallace		legalassistant@flowersdavis.com	8/28/2023 3:08:03 PM	SENT
Ashley Fortune		alf@flowersdavis.com	8/28/2023 3:08:03 PM	SENT
Shannon MBarber		sb@flowersdavis.com	8/28/2023 3:08:03 PM	SENT
Udo Birnbaum		brnbn@aol.com	8/28/2023 3:08:03 PM	SENT



I certify this to be a true and exact copy of the original on file in the District Clerk's Office, Van Zandt County, Texas.
By: 
Deputy



KAREN L. WILSON

Karen L. Wilson District Clerk
121 East Dallas Street, Room 302
Canton, Texas 75103
(903)567-6576

NOTICE OF COURT ORDER

TRCP 306(a) & 239(a)

TO: KATRYNA WATKINS
1021 ESE LOOP 323, SUITE 200
TYLER, TX 75701

UDO BIRNBAUM
540 VZ COUNTY ROAD 2916
EUSTACE, TX 75124

ROBERT O. DOW, REGISTERED AGENT FOR CSD VAN ZANDT LLC
6115 OWENS STE 201
DALLAS, TX 75235

CELIA C. FLOWERS
1021 ESE LOOP 363, SUITE 200
TYLER, TEXAS 75701

COREY KELLAM
1021 ESE LOOP 323, SUITE 200
TYLER, TEXAS 75701

VAN ZANDT COUNTY
121 E. DALLAS SUITE 106
CANTON, TX 75703

RE: Cause No. **22-00105**, in the 294TH DISTRICT COURT of Van Zandt County, Texas
CSD VAN ZANDT LLC

v.

UDO BIRNBAUM

YOU ARE HEREBY NOTIFIED that the document described below was filed with the Clerk of the District Court at 121 E. Dallas, Room 302, Van Zandt County Courthouse in Canton, Texas and entered into the minutes of the court. "If you are an individual (not a company), your money or property may be protected from being taken to pay this judgment. Find out more by visiting www.texaslawhelp.org/exempt-property. / Si usted es una persona fisica (y no una compañía), sudinero o propiedad pudiera estar protegidos de ser embargados como pago de esta deuda decretada en juicio en contra suya. Obetenga mayor información visitando el sitio www.texaslawhelp.org/exempt-property."

Document: ORDER GRANTING PLAINTIFF'S TRADITIONAL MOTION FOR SUMMARY JUDGMENT

Date signed: 17th day of August, 2023

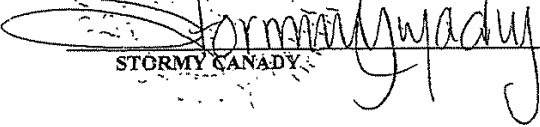
Date filed: 17th day of August, 2023

Date this notice mailed to parties: 6th day of September, 2023

A copy of the order may be obtained from the clerk's office at the address above.

You should consult your attorney if you have any questions concerning the above document or this notice.

Karen L. Wilson, Van Zandt County District Clerk


STORMY CANADY

Deputy Clerk



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By 
Deputy

CAUSE NO. 22-00105

CSD VAN ZANDT LLC	§	IN THE DISTRICT COURT
<i>Plaintiff</i>	§	
	§	
v.	§	294 th JUDICIAL DISTRICT
	§	
UDO BIRNBAUM	§	
<i>Defendant</i>	§	VAN ZANDT COUNTY, TEXAS

FINAL JUDGMENT

1. On August 17, 2023 the Court Granted all relief requested in *Plaintiff's Traditional Motion for Summary Judgment*.
2. Specifically, the Court grants judgment as a matter of law on Plaintiff's declaratory judgment and suit to quiet title claims.
3. Accordingly, the Court ORDERS, ADJUDGES AND DECREES that Plaintiff was a bona-fide purchaser of the Property and the Warranty Deed with Vendor's Lien, recorded on June 24, 2022 as document number 2022-007473 in the Official Public Records of Van Zandt County, Texas, conveying the subject Property from Lisa Leger Girot, Patricia Moore Barclay and James T. Moore, III to CSD Van Zandt LLC (Plaintiff) is valid and conveys full and complete legal title to Plaintiff, unencumbered by any interests asserted by Defendant.
4. The Court further ORDERS, ADJUDGES AND DECREES that the Warranty Deed Purporting to convey the subject Property from Louis Thibodeaux to Defendant, recorded on July 20, 2022 as document number 2022-008580 in the Official Public Records of Van Zandt County, Texas, along with any other unrecorded deed or instrument affecting title to the Property, are invalid and unenforceable.
5. The Court also ORDERS, ADJUDGES AND DECREES that Defendant is permanently enjoined from: 1) entering onto or loitering at or near the Property for any reason, 2)

Final Judgment
CN: 22-00105; CSD Van Zandt LLC v. Udo Birnbaum
Van Zandt County, Texas



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Van Zandt County, Texas
By: 
Deputy

1

harassing or slandering Plaintiff or Plaintiff's legal counsel, or any director, officer, employee, agent, or contractor of Plaintiff or Plaintiff's legal counsel.

6. Further, the Court AWARDS to Plaintiff attorney's fees in the amount of sixteen thousand five hundred and eighty two dollars (\$16,582.00).

7. Lastly, the Court denies and disposes of any and all other claims, counter claims and relief requested by or against any party, individual or entity named or otherwise implicated in any pleadings which are pending in this suit.

SIGNED this 20th day of September 2023.



JUDGE PRESIDING

Chris Martin, 294th District Court

Final Judgment

CN: 22-00105; CSD Van Zandt LLC v. Udo Birnbaum
Van Zandt County, Texas



CERTIFIED COPY

Automated Certificate of eService

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Amy Womack on behalf of Corey Kellam
Bar No. 24083297
aw@flowersdavis.com
Envelope ID: 79710221
Filing Code Description: Proposed Order
Filing Description: Final Judgment
Status as of 9/20/2023 11:56 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Celia C.Flowers		ccf@flowersdavis.com	9/19/2023 2:12:03 PM	SENT
Corey RossKellam		crk@flowersdavis.com	9/19/2023 2:12:03 PM	SENT
Amy Womack		aw@flowersdavis.com	9/19/2023 2:12:03 PM	SENT
Jennifer Wallace		legalassistant@flowersdavis.com	9/19/2023 2:12:03 PM	SENT
Laci R.Stovall		lrs@flowersdavis.com	9/19/2023 2:12:03 PM	SENT
Ashley Fortune		alf@flowersdavis.com	9/19/2023 2:12:03 PM	SENT
Shannon MBarber		sb@flowersdavis.com	9/19/2023 2:12:03 PM	SENT
Udo Birnbaum		brnbn@aol.com	9/19/2023 2:12:03 PM	SENT



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By [Signature]
Deputy



KAREN L. WILSON
Karen L. Wilson District Clerk
121 East Dallas Street, Room 302
Canton, Texas 75103
(903)567-6576

NOTICE OF COURT ORDER

TRCP 306(a) & 239(a)

TO: KATRYNA WATKINS
1021 ESE LOOP 323, SUITE 200
TYLER, TX 75701

UDO BIRNBAUM
540 VZ COUNTY ROAD 2916
EUSTACE, TX 75124

ROBERT O. DOW

CELIA C. FLOWERS

COREY KELLAM

VAN ZANDT COUNTY

RE: Cause No. 22-00105, in the 294TH DISTRICT COURT of Van Zandt County, Texas

CSD VAN ZANDT LLC

v.

UDO BIRNBAUM

YOU ARE HEREBY NOTIFIED that the document described below was filed with the Clerk of the District Court at 121 E. Dallas, Room 302, Van Zandt County Courthouse in Canton, Texas and entered into the minutes of the court. "If you are an individual (not a company), your money or property may be protected from being taken to pay this judgment. Find out more by visiting www.texaslawhelp.org/exempt-property. / Si usted es una persona física (y no una compañía), su dinero o propiedad pudiera estar protegidos de ser embargados como pago de esta deuda decretada en juicio en contra suya. Obetenga mayor información visitando el sitio www.texaslawhelp.org/exempt-property."

Document: FINAL JUDGMENT

Date signed: 20th day of September, 2023

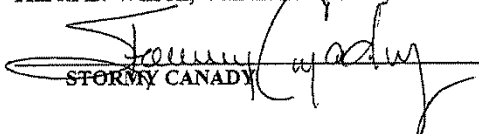
Date filed: 20th day of September, 2023

Date this notice mailed to parties: 21st day of September, 2023

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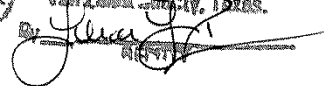
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Karen L. Wilson, Van Zandt County District Clerk


STORMY CANADY Deputy Clerk



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Van Zandt County, Texas.



NO. 12-23-00238-CV

IN THE COURT OF APPEALS

TWELFTH COURT OF APPEALS DISTRICT

TYLER, TEXAS

UDO BIRNBAUM,
APPELLANT

§ APPEAL FROM THE 294TH

V.

§ JUDICIAL DISTRICT COURT

CSD VAN ZANDT, LLC,
APPELLEE

§ VAN ZANDT COUNTY, TEXAS

FILED FOR RECORD
2023 OCT -2 AM 9:20
KAREN WILSON
DISTRICT CLERK VAN ZANDT CO. TEXAS
BY [Signature]

MEMORANDUM OPINION
PER CURIAM

This appeal is being dismissed for failure to comply with a requirement of the appellate rules, a court order, or a notice from the clerk requiring a response or other action within a specified time. *See* TEX. R. APP. P. 42.3(c).

A party who is not excused by statute or the appellate rules from paying costs must pay-- at the time an item is presented for filing--whatever fees are required by statute or Texas Supreme Court order. TEX. R. APP. P. 5; *see* TEX. R. APP. P. 20.1. An appellate court may enforce Rule 5 by any order that is just. TEX. R. APP. P. 5. After giving ten days' notice, an appellate court may dismiss an appeal because the appellant failed to comply with a requirement of the appellate rules, a court order, or a notice from the clerk requiring a response or other action within a specified time. TEX. R. APP. P. 42.3(c).

On September 12, 2023, the Clerk of this Court notified Appellant, Udo Birnbaum, that the filing fee in this appeal is due and that the appeal would be subject to dismissal if the fee was not paid on or before September 22. The date for remitting the filing fee passed, and Appellant has not paid the fee or otherwise shown that he is excused from paying the fee.¹

¹ The case information sheet from the Van Zandt County District Clerk's Office reflects that Appellant was not declared indigent in the trial court.



I am the Clerk and
certify that this is a true and
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Van Zandt County, Texas.
By [Signature]

Because Appellant failed, after notice, to comply with Rule 5, the appeal is *dismissed*.
See TEX. R. APP. P. 42.3(c).

Opinion September 29, 2023.
Panel consisted of Worthen, C.J., Hoyle, J., and Neeley, J.



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Van Zandt County, Texas.

[Signature]

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

\$ IN THE DISTRICT COURT
\$ 294th JUDICIAL DISTRICT
\$ VAN ZANDT COUNTY, TX

KAREN WILSON
DIST. CLERK VAN ZANDT CO. TX
DEP.

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2023 OCT -5 AM 9:36

**MOTION FOR NEW TRIAL
BECAUSE THERE NEVER WAS A FIRST**

Kindly notice change of address

REGARDING Final Judgment of September 20, 2023:

WHEREAS both Plaintiff and Defendant having demanded trial by jury,
and the jury fee having been paid;

And WHEREAS no jury trial, bench trial, or hearing ever having taken
place in this cause;

Defendant enters this Motion for New Trial.

Udo Birnbaum

UDO BIRNBAUM
P.O. Box 4281
Palestine, TX 75802
903-802-9669
BRNBM@AOL.COM

Certificate of Service

Today October 3, 2023, CMRR 7022 2410 0002 2355 4227, to Corey Kellam,
Flowers Davis, 1021 ESE Loop 323, Suite 200, Tyler, Texas 75701.

Today October 3, 2023, CMRR 7022 2410 0002 2355 4258, to District Clerk,
Karen L. Wilson, Courthouse, 121 E. Dallas St., Suite 302, Canton TX, 75103



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correct copy of the original as filed
in the District Clerk's Office,
Van Zandt County, Texas.

[Signature]

No. 12-23-00282-CV

§

In the Court of Appeals
Twelfth Court of Appeals at Tyler

UDO BIRNBAUM
Defendant, Counter-claimant - Appellant

v.

CSD VAN ZANDT LLC
Plaintiff, Counter Defendant - Appellee

Appeal from the 294th Judicial
District Court of Van Zandt County, Texas
The Honorable Chris Martin
Trial cause no. 22-00105

FILED FOR RECORD
2024 FEB 20 PM 1:38
KAREN WILSON
DIST CLERK VAN ZANDT CO. TX
BY *K. Wilson* DEP

BRIEF FOR APPELLANT
(Clerk's Record separately)

UDO BIRNBAUM
119 An County Road 2501
Tennessee Colony, TX 75861
BRNBM@AOL.COM
(903) 922-5996

APPENDIX – attached hereto at end

- A. The summary judgment used to dispossess Defendant of his homestead
- B. The proposal of a writ of possession on the summary judgment
- C. The writ of possession taking Defendant's 150 acre homestead
- D. Posted on front door – ejectment as a supposed “tenant” in a “unit”
- E. Defendant's Posting on front door – that the writ was clearly unlawful
- F. Final judgment solely upon the summary judgment, with never a trial
- G. The seven (7) page docket sheet, jury fee paid, but never a trial
- H. Defendant's Response to Plaintiff's Motion for Summary Judgment
- J. Defendant's RCP 166a(i) No Evidence MSJ



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exact copy of the original on file
in the District Clerk's Office,
Van Zandt County, Texas
By *[Signature]*
Deputy

IDENTITY OF PARTIES AND COUNSEL

CSD Van Zandt LLC
Plaintiff, Counter-defendant

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Udo Birnbaum
Defendant, Counter-claimant,

Udo Birnbaum
119 An County Road 2501
Tennessee Colony, TX 75861
BRNBM@AOL.COM
(903) 922-5996

Hon. Chris Martin
294th Trial Court Judge – but never a trial



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5. WHETHER Plaintiff's whole cause is anything but a sales pitch fabrication, recorded by Plaintiff, spun into pleadings, motions, affidavits, co-mingling, etc	
6. WHETHER a plaintiff holding only equitable title, by reason of a deed of trust, whether such only equitable title, can support a trespass to try title suit	
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294th Clerk’s Record separate



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STATEMENT OF THE CASE

The nature of the case

PLAINTIFF, Dallas land developer ROBERT O. DOW ("Dow"), via his CSD Van Zandt LLC ("CSD"), borrows \$850,000 from Sanger Bank ("Sanger") via a Deed of Trust to pay a LISA L. GIROT ("Giro"), despite being made aware that Defendant UDO BIRNBAUM ("Birnbaum") was living on such 150 acres, and perhaps not then aware that Giro was lying to him about her having inherited any such property, but in any case Dow failing to make a reasonable inquiry, whether there even existed a chain of deeds toward and unto such LISA L. GIROT.

("Before purchasing the Property, I was aware that Udo Birnbaum was living on a portion of the Property at 540 Van Zandt County Road 2916, Eustace, Texas 75124".
Affidavit of Robert Dow, owner manager of Plaintiff CSD Van Zandt LLC. First Amended (active) Petition, Exhibit xxx

And PLAINTIFF sues Defendant BIRNBAUM for damages, declaratory judgment, and trespass to try title. Trespass to try title is of course for someone complaining of being dispossessed by someone entering upon to dispossess them after them having had possession: (Defendant never "entered upon" Plaintiff)

RCP 782(d) - That the plaintiff was in possession of the premises or entitled to such possession. (emphasis added)

RCP 782(e) - That the defendant afterward unlawfully entered upon and dispossessed him of such premises, stating the date, and withholds from him the possession thereof. (emphasis added)

Such ROBERT O. DOW, however, even if GIROT would have had title to convey, would have held only equitable title, by reason of the deed of trust, legal title lying with Sanger Bank. ROBERT O. DOW, nor his CSD Van Zandt LLC, had standing to bring this trespass-to-try-title suit.

As for the merit of the deed onto CSD by GIROT, she of course had nothing to convey. A deed can only convey what the grantor owns and no more. Property Code Sec. 5.003.



Course of proceedings

Upon a 7 page docket sheet but never even a hearing, the Court on 8-17-2023 issued summary judgment of "*all relief requested*" to Plaintiff, despite summary judgment being a purely dispositive motion, i.e. to abort further process on the other side's claims, not to grant upon a side's own pleadings.

And upon such summary judgment alone, on 8-30-23 issued writ of possession to ejectment Defendant out of his 42 year homestead via 8 armed officers, and all onto the county road.

And then on 9-20-2023 final judgment, stating that the court had already given everything to Plaintiff, by the aforementioned summary judgment of 8-17-2023.

All without ever a trial. All inconsistent with due process.

DEFENDANT, 86 years old, disabled, had of course been living on his 150 acre homestead uninterruptedly for the last 42 years in "visible, open, exclusive, and unequivocal possession". *Madison*, 39 S.W.3d 604

DEFENDANT, claiming real estate deed fraud upon the elderly, counters with damages, damages by theft, declaratory judgment, and trespass to try title.

CENTRAL to this appeal is that there never was a trial, nor a hearing, and the court by summary judgment issuing writ of possession and taking his 150 acre homestead, and his possessions to the county dump. Such is inconsistent with due process and void.



Here are the key events as to the no jury trial and dispossession by the 8-17-2023 summary judgment at issue. Details as in the seven (7) page docket sheet.

8-24-2022 Plaintiff Original Petition

10-20-2022 Plaintiff First Amended

10-20-2022 Plaintiff Motion for Summary Judgment

10-20-2022 Plaintiff proposed Order, that the judge "*is of the opinion that Plaintiff is entitled to judgment ... in all things*"

8-17-2023 Judge's Order of 10-20-2022 – granting that the judge "*is of the opinion that Plaintiff is entitled to judgment ... in all things*"

8-28-2023 Proposed Writ of Possession - despite there existing no judgment of possession, never a trial, never a hearing

8-30-2023 Writ of Possession – judge issues such stating that this writ was by authority of him on 8-17-2023 having granted summary judgment

8-30-2023 Final Judgment – judge dispossesses Defendant of his 150 acre homestead - despite there never a trial, never a hearing - the judge stating that this Final Judgment was by reason that he already on 8-17-2023 already granted Plaintiff "*all relief requested*", which 8-17-2023 document was of course **not a judgment at all**, but a mere **order on a motion for summary judgment**:

“FINAL JUDGMENT

“1. On August 17, 2023 the Court Granted all relief requested in *Plaintiff's Traditional Motion for Summary Judgment*.

“2. Specifically, the Court grants judgment as a matter of law on Plaintiffs declaratory judgment and suit to quiet title claims.

“3. Accordingly, the Court ORDERS, ADJUDGES AND DECREES that Plaintiff was a bona-fide purchaser of the Property and the Warranty Deed with Vendor's Lien, recorded on June 24, 2022 as document number 2022-007473 in the Official Public Records of Van Zandt County, Texas, conveying the subject Property from Lisa Leger Girot, Patricia Moore Barclay and James T. Moore, III to CSD Van Zandt LLC (Plaintiff) is valid and conveys full and complete legal title to Plaintiff, unencumbered by any interests asserted by Defendant.”



NEVER CONSIDERED by the Court was the evidence in Defendant's RCP 166a(i) No Evidence Motion for Summary Judgment of 12-5-2022, regarding Plaintiff having no evidence whatsoever of a chain of land deeds supposedly in or coming out of their supposedly inherited estate.

IN SUMMARY: Without ever right to be heard by trial, without Plaintiff ever having to prove his claim, without ever a hearing, with the judge dispossessing 86 year old handicapped Defendant of his 42 year 150 acre homestead – upon an itself unlawful summary judgment, upon an itself inherently fraudulent trespass to try title – all without ever a trial – this is inconsistent with due process, and void:

Black's Law Dictionary, Sixth Edition, p. 1574:

Void judgment. One which has no legal force or effect, invalidity of which may be asserted by any person whose rights are affected at any time and at any place directly or collaterally. Reynolds v. Volunteer State Life Ins. Co., Tex.Civ.App., 80 S.W.2d 1087, 1092. One which **from its inception is and forever continues to be absolutely null**, without legal efficacy, ineffectual to bind parties or support a right, of no legal force and effect whatever, and incapable of confirmation, ratification, or enforcement in any manner or to any degree. Judgment is a "void judgment" if court that rendered judgment lacked jurisdiction of the subject matter, or of the parties, or **acted in a manner inconsistent with due process**. Klugh v. U.S., D.C.S.C., 610 F.Supp. 892, 901. See also Voidable judgment.

[Black's Law Dictionary, Sixth Edition, p. 1574]

The trial court's disposition of the Case

By Writ of Possession, without ever a trial, the 86 year old handicapped Defendant UDO BIRNBAUM was swindled out of his 150 acre 42 year homestead, and all of his possessions.

By Final Judgment, still without ever a trial, the trial court made such a fait accompli, forcing BIRNBAUM into this Appeal.



ISSUES PRESENTED

1. WHETHER a defendant in a trespass to try title suit, whether the defendant is entitled to a jury trial
2. WHETHER in a trespass to try title suit, whether a summary judgment may substitute for a real judgment
3. WHETHER in a trespass to try title suit, whether a summary judgment may even substitute for a judgment of possession, to issue a writ of possession
4. WHETHER in a trespass to try title suit, the jury fee paid, a plaintiff can satisfy his burden of proof by any other than a proving to a jury
5. WHETHER Plaintiff's whole cause is anything but a sales pitch fabrication, recorded by Plaintiff, spun into pleadings, motions, affidavits, co-mingling, etc
6. WHETHER a plaintiff holding only equitable title, by reason of a deed of trust, whether such only equitable title, can support a trespass to try title suit
7. WHETHER limitations precluded trespass to try title on Defendant's 42 year "visible, open, exclusive, and unequivocal possession". *Madison*, 39 S.W.3d 604
8. WHETHER Defendant/Counterclaimant had a right to show his claim to a jury, and whether he still has that right

Statement of the Facts

One cannot convey more than one has

A someone from Louisiana, a LISA L. GIROT, among others, on or about June 2022, sell a 150 acres which they do not own and have no title to, such property in Van Zandt County, Texas, such property being the 42 year homestead of UDO BIRNBAUM, such GIROT sells such for \$850,000 to a CSD VAN ZANDT LLC, to manager thereof ROBERT O. DOW.



Plaintiff had actual knowledge of Defendant living there

Such DOW, despite before paying such \$850,000 to GIROT, such CSD / DOW having actual knowledge of BIRNBAUM living on the property, files Trespass to Try Title against BIRNBAUM.

One living there cannot "come upon" to dispossess

Trespass to Try Title is of course upon someone supposedly as a squatter trespassing upon a Plaintiff, instead of the Plaintiff coming upon the Defendant:

RCP 782(d) - That the plaintiff **was in possession** of the premises or entitled to such possession. (emphasis added)

RCP 782(e) - That the defendant **afterward** unlawfully **entered upon** and dispossessed him of such premises, **stating the date**, and withholds from him the possession thereof. (emphasis added)

The lawsuit itself was the fraud

Plaintiff's lawsuit itself was the real estate deed fraud from the start.

Summary of the Argument

The Judgment does not mention **there not having been a trial**, and there never was a trial, as indicated by the Docket Sheet, despite the jury fee having been paid.

The Writ of Possession states that such was upon judgment of possession, but there never was such judgment of possession, as indicated by the Docket Sheet, also by the writ itself, i.e. upon the 8-17-20223 summary judgment, which is not a judgment.



The dispossession of one's 42 year 150 acre homestead, and destruction of one's entire life, under such process, is inconsistent with due process, and void. The Right to trial is sacred. This is America.

ARGUMENT

1.

Defendant was entitled to a trial but was denied such

The docket sheet makes it clear that this was 1) a trespass to try title case, 2) that the jury fee was paid, and 3), yet there was never a trial.

And the trial is where a plaintiff, in a trespass to try title, has to prove his claim of a valid chain of deeds, upon cross examination by the defendant.

As for the right to trial by jury, such is of course sacred. Art. 1, § 15 of the Texas Constitution guarantees that "The right of trial by jury shall remain inviolate." Even further, Art. V, § 10 of the Texas Constitution clarifies that jury trials are available, specifically in civil cases, if one party demands it and pays for it. What this means is that any party taking a case to trial is allowed to demand a jury trial.

Specifically, a document titled Final Judgment was entered on **9-20-2023**. Such judgment is, however, inconsistent with due process in general, to wit RCP 301, as there never was a trial:

RULE 301. JUDGMENTS – The judgment of the court **shall conform to** the pleadings, the nature of the case proved **and the verdict**, if any, and shall be so framed as to give the party all the relief to which he may be entitled either in law or equity. (emphasis added)

And such judgment is specifically inconsistent with Trespass to Try Title, RCP 804, Section 8, Trespass to try Title, as there never was a trial:



RULE 804. THE JUDGMENT. Upon the finding of the jury, or of the court where the case is tried by the court, in favor of the plaintiff for the whole or any part of the premises in controversy, the judgment shall be that the plaintiff recover of the defendant the title or possession, or both, as the case may be, of such premises, describing them, and where he recovers the possession, that he have his writ of possession. (emphasis added)

And again, as indicated by the docket sheet, ever since CSD Van Zandt LLC bringing suit on 8-24-2022, there was abundant filings, but NEVER A TRIAL, NEVER A HEARING, the right to trial by jury being sacred.

Such is inconsistent with due process, and Defendant so indicated such to the Court by the following deadline-extending motions on 10-3-2023:

- *Request for Findings of Fact and Conclusions of Law*
- *Motion for New Trial because there never was a first*
- *Motion to Modify Correct and Reform the Judgment*

And never a response, neither by the Plaintiff, nor the Court.

2.

A summary judgment cannot substitute for a real judgment

As detailed below, the issuance of a writ of possession by this district court, as under the specifics of this case, de facto constituted the by statute specifically proscribed cause of action of ejectment:

PROPERTY CODE, TITLE 4. ACTIONS AND REMEDIES, CHAPTER 22.
TRESPASS TO TRY TITLE, SUBCHAPTER A. GENERAL PROVISIONS:

Sec. 22.001. TRESPASS TO TRY TITLE. (a) A trespass to try title action is the method of determining title to lands, tenements, or other real property.

(b) The action of ejectment is not available in this state.



In Texas, eviction must be filed in the Justice Court in the Justice of the Peace Precinct in the county in which the real property is located. See Section 24.004, Texas Property Code.

In fact the district court has no jurisdiction whatsoever over possession, such even having to be made painfully clear to this court before, to this very 294th district court in 2008, then under Hon. Teresa Drum, in Edom Corner vs. It's the Berrys, LLC, 271 S.W.3d 765 (Tex. App. 2008), where a landlord tenant matter somewhat accidentally slid into district court without having been brought into JP court:

OPINION

Appellant It's the Berry's, LLC d/b/a Mary Ellen's (Berry's) complains of a district court judgment granting possession of its leasehold to its landlord, appellee Edom Corner, LLC. Brought as an action for forcible detainer in justice court, the case was transferred to district court and there tried as though that court possessed original subject matter jurisdiction. Finding the district court lacked original subject matter jurisdiction to try an eviction suit, we will sever, vacate and dismiss the forcible detainer suit and affirm the remainder of the judgment. (emphasis added, also, incidentally, such judgment now having nothing left in it)

The action of ejectment is however, in fact practiced in other states, where a district or circuit court in a trespass to try title type case, is authorized, upon a finding as to superior title, to itself proceed to "ejectment" by writ of possession, but not so in Texas.

In Texas writ of possession is only by the JP court, and only upon judgment of possession, and such only after right to a trial, and such only upon right to such by jury.



3.

A summary judgment cannot substitute for a judgment of possession and issue a writ of possession

RCP 166a(c) Summary Judgment, states:

The judgment sought shall be rendered forthwith if (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 no genuine 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.

As for the (i) first part, i.e. the "*discovery responses referenced or set forth in the motion or response*", - there existed no discovery **responses** set forth - discovery had not even started, both sides still awaiting a discovery control plan.

And as to the (ii) second part of "*no genuine issue as to any material fact*" - there were lots of disputed issues of fact, to wit:

- Did the grantors indeed have title to convey?
- Was the property even in the estate the Plaintiff claims it came out of?
- Whether the supposed bona fide purchaser had constructive even actual knowledge of Defendant's interest in the property?
- Whether the statute of limitations precluded bringing lawsuit?
- Just who was the trespasser, was it the Defendant, or the Plaintiff?
- Exactly who came upon and damaged whom?

As for further details, see Defendant's Response to Plaintiff's Motion for Summary Judgment (Appendix) at issue, not even considering Defendant's RCP



166a(i) No Evidence Motion for Summary Judgment (Appendix xx), such never addressed by the Court.

4.

In a trespass to try title suit, the jury fee paid, a plaintiff cannot satisfy his burden of proof by any other than a proving to a jury

The Law is clear. For there to be a JUDGMENT, there has to be a trial, certainly with the jury fee paid:

RULE 301. JUDGMENTS – The judgment of the court **shall conform to** the pleadings, the nature of the case proved **and the verdict**, if any, and shall be so framed as to give the party all the relief to which he may be entitled either in law or equity. (emphasis added)

And such judgment is specifically inconsistent with Trespass to Try Title, RCP 804, Section 8, Trespass to try Title, as there never was a trial:

RULE 804. THE JUDGMENT. Upon the finding **of the jury**, or **of the court** where the case is tried by the court, in favor of the plaintiff for the whole or any part of the premises in controversy, the judgment shall be that the plaintiff recover of the defendant the title or possession, or both, as the case may be, of such premises, describing them, and where he recovers the possession, that he have his writ of possession. (emphasis added)

Expressio unius est exclusio alterius: a principle in statutory construction: when one or more things of a class are expressly mentioned others of the same class are excluded.

The right to a trial is sacred, the Right to confront one's accuser, in front of one's peers. ANYTHING else is inconsistent with due process.

5.

Plaintiff's whole cause is nothing but a sales pitch fabrication, recorded by Plaintiff, then spun into pleadings, motions, affidavits, co-mingling, etc



The smoking gun in this whole matter only came to light in the much belated and suddenly hurried deposition on 5-9-2023 of the initial perpetrator, LISA L. GIROT, deposition by Katryna Watkins, then attorney for Robert O. Dow / CSD Van Zandt. Such almost exclusively upon the evidence provided by Defendant BIRNBAUM in his Response to CSD's motion for summary judgment.

Wherein in that long deposition GIROT also was examined about a telephone recording Robert O. Dow made, before purchase, such conversation quickly devolving into how Ms. Girot and Mr. Dow would protect each other to handle any potential claim of adverse possession by Mr. Birnbaum.

Upon this 18 minute recording, and the Zoom deposition in its entirety, it becomes clear that all of CSD filings, motions, claims, affidavit of Girot and of Dow himself, are nothing more and nothing less than further hearsay upon hearsay upon the original fabrication by Girot, as recorded by CSD,s Robert Dow, and as further perpetrated.

With never the appearance of a claimed chain of regular chain of deeds. Any trial would have brought out the fraud.

Be it noted that the above is not essential as to whether there was due process. There was not. The above included, however, as an insight into details of "the big picture", as it should have played out in the trial court.

In any cased, a deed can only convey what the grantor owns and no more. This is true even if the deed "purports to transfer a greater right or estate in the property." Prop. Code Sec. 5.003



6.

A plaintiff holding only equitable title, not legal title, by reason of a deed of trust, such only equitable title cannot support a trespass to try title suit

Plaintiff, by reason of a deed of trust, conveyed legal title, and retained and retains only equitable title, or as it is sometimes called, equitable estate.

At its core, legal title represents the formal ownership and the right to transfer or sell property. On the other hand, equitable title speaks to the right to use, benefit from, or eventually obtain full ownership of the property.

Equitable title, often referred to as equitable estate, represents an equitable interest in property or right in a property, which is distinct from legal title. While legal title signifies actual ownership and the right to sell or transfer the property, equitable title implies a right to obtain full ownership in the future or to benefit from the property.

It embodies the idea that while someone else might have legal rights (like the name on a deed), the person with equitable title has the right to use, possess, or benefit from the property in some meaningful way.

PLAINTIFF CSD Van Zandt had no standing, certainly not regarding Defendant coming upon it, after having possession.

Same for Sanger Bank, Defendant certainly did not come upon it, to dispossess it.

So WHO, if anyone, should have come, or could have come, and WHEN, to figure out what was going on?



The simple answer is NO ONE should have “bought”, caveat emptor, buyer beware. Reasonable diligence by ANYONE, the title company, the lawyers, anyone, as there clearly existed no chain of actual land title DEEDS.

“A purchaser takes title to real property solely through a deed. An instrument that does not operate as a present conveyance of title to real property is a contract to convey rather than a deed.” *Smith v. Davis*, No. 12-12-00169-CV, 2013 WL 2424266 (Tex.App.—Tyler 2013, no pet.).

What Plaintiff CSD Van Zandt LLC filed with the Van Zandt County Clerk is NOT a DEED at all, but a CONTRACT to obtain, in the future, a deed from the current holder of legal title, which is SANGER BANK.

7.

Limitations precluded trespass to try title on Defendant’s 42 year “visible, open, exclusive, and unequivocal possession”. *Madison*, 39 S.W.3d 604

Here exactly as pleaded, including format, as in Defendant’s Second Amended etc., Defendant’s active pleading:

* * * * START OF DIRECT QUOTE * * * *

“I.

BIRNBAUM ANSWER RE CSD VAN ZANDT

“1. Defendant UDO BIRNBAUM pleads statute of limitation claim preclusion against any and all claims by reason of 41 years peaceable possession of cultivating, using, and enjoying the 150 acre premises at issue. And specifically peaceable and adverse possession against CSD Van Zandt LLC claim of title based on a Gwendolyn Wright Thibodeaux title of April 12, 2002, that 10 year clock started then:



"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.

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.

Besides, CSD title thru Gwen Thibodeaux estate, such 150 acres never in that estate!"

* * * * END OF DIRECT QUOTE * * * *

IN SHORT, statute of limitations long ago precluded CSD Van Zandt LLC, Robert O. Dow, Sanger Bank, Lenders, Insurers, Lisa Girot, or ANYONE ELSE from attacking Defendant's possession.

8.

Defendant / Counterclaimant had a right to show his claim to a jury, and still has that right

The docket sheet makes it clear that this was 1) a trespass to try title case, 2) that the jury fee was paid, and 3), yet there was never a trial.

And the trial is where a plaintiff, in a trespass to try title, has to prove his claim of a valid chain of deeds, upon cross examination by the defendant.

Also, where a Defendant / Counterclaimant, gets to show his side if them story.

As for the right to trial by jury, such is of course sacred. Art. 1, § 15 of the Texas Constitution guarantees that "The right of trial by jury shall remain inviolate." Even further, Art. V, § 10 of the Texas Constitution clarifies that jury trials are available, specifically in civil cases, if one party demands it and pays for



it. What this means is that any party taking a case to trial is allowed to demand a jury trial.

Defendant was denied a trial, but was entitled to such, and still is.

PRAYER

DEFENDANT PRAYS that this honorable Appeals Court hear him and remand this cause back to the 294th District Court of Van Zandt County for trial and due process:

1. Defendant was entitled to a trial but was denied such
2. A summary judgment cannot substitute for a real judgment
3. A summary judgment cannot substitute for a judgment of possession and issue a writ of possession
4. In a trespass to try title suit, the jury fee paid, a plaintiff cannot satisfy his burden of proof by any other than a proving to a jury
5. Plaintiff's whole cause is nothing but a sales pitch fabrication, recorded by Plaintiff, then spun into pleadings, motions, affidavits, co-mingling, etc
6. A plaintiff holding only equitable title, not legal title, by reason of a deed of trust, such only equitable title cannot support a trespass to try title suit
7. Limitations precluded trespass to try title on Defendant's 42 year "visible, open, exclusive, and unequivocal possession". *Madison*, 39 S.W.3d 604
8. Defendant / Counterclaimant had a right to show his claim to a jury, and still has that right



UDO BIRNBAUM
119 An County Road 2501
Tennessee Colony, TX 75861
BRNBM@AOL.COM
(903) 922-5996



APPENDIX – attached hereto at end

- A. The summary judgment used to dispossess Defendant of his homestead
- B. The proposal of a writ of possession on the summary judgment
- C. The writ of possession taking Defendant's 150 acre homestead
- D. Posted on front door – ejectment as a supposed “tenant” in a “unit”
- E. Defendant's Posting on front door – that the writ was clearly unlawful
- F. Final judgment solely upon the summary judgment, with never a trial
- G. The seven (7) page docket sheet, jury fee paid, but never a trial
- H. Defendant's Response to Plaintiff's Motion for Summary Judgment
- J. Defendant's RCP 166a(i) No Evidence MSJ

Certificate of Service

Today February 15, 2024, CMRR 7020 1290 0000 2939 4754, to Twelfth Court of Appeals, 1517 West Front Street Suite 354, Tyler, Texas 75702

Today February 15, 2024, CMRR 7020 1290 0000 2939 4761, to Gregory Smith, Smith Legal PLLC, 110 N. College Ave., Suite 1120, Tyler, TX 75702

Today February 15, 2024, CMRR 7020 1290 0000 2939 7540, to District Clerk, Karen L. Wilson, Courthouse, 121 E. Dallas St., Suite 302, Canton TX, 75103

Alan Benbow



Appendix - A: The summary judgment used to dispossess Defendant of his homestead

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§
§
§
§
§
§

IN THE DISTRICT COURT

294th JUDICIAL DISTRICT

VAN ZANDT COUNTY, TEXAS

FILED FOR RECORD
2023 AUG 17 AM 11:23

ROGER WILSON
DIST CLERK VAN ZANDT CO. TX
BY Kara DEP

**ORDER GRANTING
PLAINTIFF'S TRADITIONAL MOTION FOR SUMMARY JUDGMENT**

On August 17, 2023, came on to be considered *Plaintiff's Traditional Motion for Summary Judgment*. The Court, having considered said *Motion*, and all Responses and Replies, if any, is of the opinion that Plaintiff is entitled to judgment as a matter of law.

IT IS THEREFORE ORDERED, ADJUDGED, and DECREED that *Plaintiff's Traditional Motion for Summary Judgment* is hereby GRANTED in all things.

IT IS SO ORDERED.

SIGNED this the 17th day of August 2023.



Judge Chris Martin

Order Granting Plaintiff's Traditional Motion for Summary Judgment
CN: 22-00105; CSD Van Zandt LLC v. Birnbaum
Van Zandt County, Texas

①



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Appendix - B. The proposal of a writ of
possession on the summary judgment

Notification of Service for Case: 22-00105, CSD VAN ZANDT LLC VS. BIRNBAUM,UDO for
filing Proposed Order, Envelope Number: 78984965

From: no-reply@efilingmail.tylertech.cloud

To: brnbm@aol.com

Date: Monday, August 28, 2023 at 03:08 PM CDT



Notification of Service

Case Number: 22-00105
Case Style: CSD VAN ZANDT LLC VS.
BIRNBAUM,UDO
Envelope Number: 78984965

This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document. If the link does not work, please copy the link and paste into your browser. You can also obtain this document by following the steps on this [article](#).

Filing Details	
Case Number	22-00105
Case Style	CSD VAN ZANDT LLC VS. BIRNBAUM,UDO
Date/Time Submitted	8/28/2023 3:08 PM CST
Filing Type	Proposed Order
Filing Description	Writ of Possession of Premises
Filed By	Amy Womack
Service Contacts	CSD VAN ZANDT LLC:
	Celia Flowers (ccf@flowersdavis.com)
	Corey Kellam (crk@flowersdavis.com)
	Amy Womack (aw@flowersdavis.com)
	Jennifer Wallace (legalassistant@flowersdavis.com)
	Ashley Fortune (alf@flowersdavis.com)
	Shannon Barber (sb@flowersdavis.com)

A WRIT proposed
as an ORDER

2



8/29/2023, 8:02 PM

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	BIRNBAUM,UDO:
	Udo Birnbaum (brnbn@aol.com)

Document Details	
Served Document	Download Document
This link is active for 30 days.	

3



CERTIFIED COPY

8/29/2023, 8:02 PM

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§
§
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§
§

IN T
294"

Appendix - C: The writ of
possession taking Defendant's 150
acre homestead. NOTICE the
absence of a CLERK FILEMARK

VAN ZANDT COUNTY, TEXAS

WRIT OF POSSESSION OF PREMISES

TO ANY SHERIFF OR CONSTABLE IN THE STATE OF TEXAS:

WHEREAS the Plaintiff has recovered judgment of possession of the premises in the
above-entitled and numbered action; and

WHEREAS the judgment was executed on August 17, 2023; and

WHEREAS the Plaintiff has proven an entitlement to immediate possession of the
premises;

YOU ARE HEREBY COMMANDED to place Plaintiff, CSD VAN ZANDT, LLC, in
immediate possession of the premises located at 540 VZ County Road 2916, Eustace, Texas 75124,
and legally described as:

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, 1961 and recorded in Volume 954, Page 447 of the Public Records of Van Zandt County, Texas, and this 143.12 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 Vickie A. Robbins to The Texas 4 R's, LP, dated July 19, 2007 and recorded in Volume 2253, Page 113, and the common line of said P. Young Survey and the A. Flomert 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 5.08 acre tract as described in a deed from Emma Mae to Paul G. Coker and Lillian K. Coker, dated March 31, 2014 and recorded in Document No. 2014-002393, from which a 1/2" Iron Rod found in the West line of said County Road 2916 and the common line of said 5.08 acre tract and a called 5.72 acre tract, described as Tract 2 in a deed from Henry E. Anderson to Randy Irwin and Sharon Irwin, dated June 28, 2020 and recorded in Document No. 2020-005696 bears North 04 deg. 24 min. 24 sec. West, a distance of 213.56 feet;

Writ of Possession of Premises
CN: 22-00105; CSD Van Zandt LLC v. Udo Birnbaum
Van Zandt County, Texas

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THENCE with said County Road 2985, the West line of said 94.44 acre tract, a called 32.36 acre tract, described as Tract 1 in said Volume 2255, Page 113, and the residue of a called 106.73 acre tract as described in a deed from Shirley Bellie Phillips, Executrix of the Estate of Harland William Phillips to Susan Allen Emerson, et al, dated January 25, 2005 and recorded in Volume 2004, Page 377, and the common line of said F. Young Survey, said A. Flowers Survey, and the W. Blawie Survey, Abstract No. 262, the following four (4) corners and distances:

South 01 deg. 18 min. 19 sec. East, a distance of 1,538.63 feet to a Point for Corner;

South 01 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 682.42 feet to a Point for Corner;

South 01 deg. 03 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, said being the Northeast corner of a called 41.13 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. 2014-000164, from which an 8" wood fence corner post bears South 85 deg. 56 min. 28 sec. West, a distance of 39.71 feet;

THENCE South 89 deg. 17 min. 26 sec. West, with the North line of said 41.13 acre tract, a distance of 1,864.35 feet to a Point in an Oak Tree in the East line of a called 20.36 acre tract as described in a deed from Roy Allen Phillips and Gloria Jean Phillips to Edwin D. Elvick, dated February 25, 2012 and recorded in Document No. 2012-000473 and being at the most northerly Northwest corner of said 41.13 acre tract, from which a 10" Iron Rod Found at the Southeast corner of said 20.36 acre tract bears South 64 deg. 28 min. 05 sec. East, a distance of 431.25 feet;

THENCE North 01 deg. 20 min. 06 sec. West, with the East line of said 20.36 acre tract and a called 35.56 acre tract as described in a deed from Roy Allen Phillips and Gloria Jean Phillips to Edg. Phillips Revocable Trust, dated May 12, 2017 and recorded in Document No. 2017-004184, passing a 5/8" Iron Rod Found to the East corner corner of same at 522.26 feet and continuing for a total distance of 1,538.63 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 Ed Elvick of Van Zandt County, Texas to Edward Elvick, dated November 5, 2016 and recorded in Document No. 2016-013426;

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 31.38 acre tract, described as Tract 1 in said Document No. 2008-006424 at the Northwest corner of said 17.25 acre tract, from which a 10" Iron Rod Found at the Southwest corner of said 31.38 acre tract bears South 98 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 4.72 acre tract, and said 4.00 acre tract, passing a 1/2" Iron Rod Found at the South corner corner of said 4.72 acre tract and said 4.00 acre tract at 1,460.81 feet and continuing for a total distance of 1,864.20 feet to the POINT OF BEGINNING AND CONTAINING 148.12 ACRES OF LAND.

5



(1) When the writ is executed:

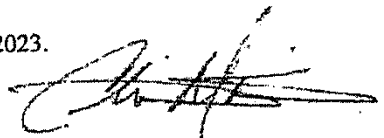
- (A) deliver possession of the premises to CSD Van Zandt LLC;
- (B) instruct Udo Birnbaum and/or all persons claiming under him to leave the premises immediately, and, if the persons fail to comply, physically remove them;
- (C) instruct Udo Birnbaum to remove, or to allow CSD Van Zandt LLC or other persons acting under your supervision to remove, all personal property from the premises other than personal property claimed to be owned by CSD Van Zandt LLC; and,
- (D) place, or have an authorized person place, the removed personal property outside at a nearby location, but not blocking a public sidewalk, passageway, or street and not while it is raining, sleeting, or snowing, with the exception of circumstances existing under Texas Property Code Sec. 24.0061 (d-1).

The officer serving this *Writ*, at the officer's discretion, may engage the services of a bonded or insured warehouseman to remove and store, subject to applicable law, part or all of the property at no cost to CSD Van Zandt LLC or the officer executing the *Writ*. The officer may not require CSD Van Zandt LLC to store the property.

NOTICE TO OFFICER: Under Section 7.003, Texas Civil Practice and Remedies Code, the officer is not liable for damages resulting from the execution of the *Writ* if the officer executes the *Writ* in good faith and with reasonable diligence.

8/30/2023 4:05:42 pm

SIGNED this ____ day of _____ 2023.


JUDGE PRESIDING
Chris Martin

Writ of Possession of Premises
CN: 22-00105; CSD Van Zandt LLC v. Udo Birnbaum
Van Zandt County, Texas

6



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RETURN

Came to hand on the ____ day of _____ 2023, at _____ o'clock ____m., and
executed at _____, Van Zandt County, Texas, at
_____ o'clock ____m. on the ____ day of _____ 2023, by placing CSD Van Zandt
LLC in possession of the property described in accordance with the terms of the *Writ*.

CONSTABLE, Precinct _____
VAN ZANDT COUNTY, TEXAS

BY _____

Writ of Possession of Premises
CN: 22-00105; CSD Van Zandt LLC v. Udo Birnbaum
Van Zandt County, Texas

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Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Amy Womack on behalf of Celia Flowers
Bar No. 7175500
aw@flowersdavis.com
Envelope ID: 78984965
Filing Code Description: Proposed Order
Filing Description: Writ of Possession of Premises
Status as of 8/31/2023 7:52 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Celia C.Flowers		ccf@flowersdavis.com	8/28/2023 3:08:03 PM	SENT
Corey RossKellam		crk@flowersdavis.com	8/28/2023 3:08:03 PM	SENT
Amy Womack		aw@flowersdavis.com	8/28/2023 3:08:03 PM	SENT
Jennifer Wallace		legalassistant@flowersdavis.com	8/28/2023 3:08:03 PM	SENT
Ashley Fortune		alf@flowersdavis.com	8/28/2023 3:08:03 PM	SENT
Shannon MBarber		sb@flowersdavis.com	8/28/2023 3:08:03 PM	SENT
Udo Birnbaum		brmbm@aol.com	8/28/2023 3:08:03 PM	SENT

8



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Appendix - D. Posted on front door -
ejectment as a supposed "tenant" in a "unit"

WARNING

A Writ of Possession has been issued by 294th
Judicial District Court of Van Zandt County,
Case No. 22-00105

All tenants and their personal property should be
removed from 540 Van Zandt County Road
2916, Eustace, Texas 75124 by

SEPTEMBER 07, 2023 at
9:00AM

Tenants and personal property remaining on the
premises after that date and time will be subject to
removal. The unit will be turned over to:

CSD Van Zandt, LLC

Van Zandt County Sheriffs Office
Posted by S.D. Henson

05 Day of September, 2023 at 2:54 pm

(9)



CERTIFIED COPY

Appendix - E: Defendant's Posting on front door - that the writ was clearly unlawful

No. 22-00105 294th

WARNING

TO ANY OFFICER EXECUTING, be warned that I am clearly NOT a "tenant" in a "unit". Here lives UDO BIRNBAUM, a native born Texan. I have uninterruptedly lived for 42 YEARS on my 150 acre

42 YEAR HOMESTEAD

Any Officer sent to execute be warned that this writ is **UNLAWFULLY** perpetrated **under color of law** by signature of a JUDGE. True writs are under authority, Seal, and signature of the CLERK.

Furthermore, **this writ is UNLAWFUL** because it is issued by a District Court. Only the JUSTICE COURT of the PRECINCT is authorized to issue Writs of Possession.

An **execution** is a process of the court from which it is issued. **The clerk** of the **district** or **county** court or the **justice** of the peace, as the case may be, shall tax the costs in every case in which a **final judgment** has been rendered and **shall issue execution to enforce such judgment** and collect such costs. The execution and subsequent executions shall not be addressed to a particular county, but shall be addressed to any sheriff or any constable within the State of Texas. Tex. R. Civ. P. 622, As Amended August 7, 2023

Eviction Cases must be filed in the Justice Court in the **Justice of the Peace Precinct** in the county in which the real property is located. See Section 24.004, Texas Property Code.

OFFICER, you have a duty to NOT obey papers that you recognize or should recognize as being UNLAWFUL, particularly upon such specific and detailed Warning as above. (i.e. the **fraudulent writ** which produced **Attach 1**)

UDO BIRNBAUM, Landlord

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Karen L. Wilk
District Clerk
Van Zandt County, Texas
Stormy Canady

**Appendix - F: Final Judgment solely upon
the summary judgment, with never a trial**

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§
§
§
§
§
§
§

IN THE DISTRICT COURT

294th JUDICIAL DISTRICT

VAN ZANDT COUNTY, TEXAS

FINAL JUDGMENT

1. On August 17, 2023 the Court Granted all relief requested in *Plaintiff's Traditional Motion for Summary Judgment*.

2. Specifically, the Court grants judgment as a matter of law on Plaintiff's declaratory judgment and suit to quiet title claims.

3. Accordingly, the Court ORDERS, ADJUDGES AND DECREES that Plaintiff was a bona-fide purchaser of the Property and the Warranty Deed with Vendor's Lien, recorded on June 24, 2022 as document number 2022-007473 in the Official Public Records of Van Zandt County, Texas, conveying the subject Property from Lisa Leger Girot, Patricia Moore Barclay and James T. Moore, III to CSD Van Zandt LLC (Plaintiff) is valid and conveys full and complete legal title to Plaintiff, unencumbered by any interests asserted by Defendant.

4. The Court further ORDERS, ADJUDGES AND DECREES that the Warranty Deed Purporting to convey the subject Property from Louis Thibodeaux to Defendant, recorded on July 20, 2022 as document number 2022-008580 in the Official Public Records of Van Zandt County, Texas, along with any other unrecorded deed or instrument affecting title to the Property, are invalid and unenforceable.

5. The Court also ORDERS, ADJUDGES AND DECREES that Defendant is permanently enjoined from: 1) entering onto or loitering at or near the Property for any reason, 2)

Final Judgment
CN: 22-00105; CSD Van Zandt LLC v. Udo Birnbaum
Van Zandt County, Texas

(11)



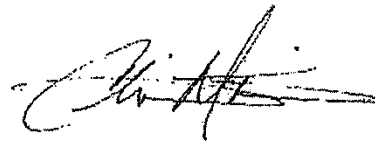
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harassing or slandering Plaintiff or Plaintiff's legal counsel, or any director, officer, employee, agent, or contractor of Plaintiff or Plaintiff's legal counsel.

6. Further, the Court AWARDS to Plaintiff attorney's fees in the amount of sixteen thousand five hundred and eighty two dollars (\$16,582.00).

7. Lastly, the Court denies and disposes of any and all other claims, counter claims and relief requested by or against any party, individual or entity named or otherwise implicated in any pleadings which are pending in this suit.

SIGNED this 20th day of September 2023.



JUDGE PRESIDING

Chris Martin, 294th District Court

Final Judgment
CN: 22-00105; CSD Van Zandt LLC v. Udo Birnbaum
Van Zandt County, Texas

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VAN ZANDT COUNTY CIVIL
CAUSE # 22-00105

Appendix - G: The seven (7) page docket
sheet, jury fee paid, but never a trial

CSD VAN ZANDT LLC

ATTORNEY: WATKINS, KATRYNA
1021 ESE LOOP 523, SUITE 200
TYLER, TX 75701
(903) 534-8063

-- VS. --

BIRNBAUM, UDO

ATTORNEY:

CAUSE OF ACTION: TRESPASS TO TRY TITLE
FILE DATE: 08/24/2022

DATE	NATURE OF PROCEEDINGS
08/24/2022	ORIGINAL PETITION
08/24/2022	PLAINTIFF'S ORIGINAL PETITION AND APPLICATION FOR TEMPORARY INJUNCTION
08/24/2022	ISSUE CITATION
08/24/2022	JURY FEE
08/24/2022	RECEIPT ISSUED
214999	
08/24/2022	ISSUE CITATION
08/24/2022	UDO BIRNBAUM CITATION ISSUED ENV# 67633331/ST/HP
08/29/2022	ANSWER
08/29/2022	ANSWER AND COUNTERCLAIM
08/30/2022	CITATION RETURNED
08/30/2022	UDO BIRNBAUM CITATION RETURNED EXECUTED ON 08/25/2022
09/29/2022	AMENDED FILING
09/29/2022	FIRST AMENDED ANSWER, COUNTER, CROSS, TRESPASS TO TRY TITLE, INJUNCTION, LAW
09/29/2022	LICENSES, CRIMINAL REFER
09/29/2022	ISSUE CITATION
09/29/2022	ISSUE CITATION
09/29/2022	ISSUE CITATION
09/29/2022	ISSUE CITATION
09/29/2022	RECEIPT ISSUED
215551	
09/29/2022	ISSUE CITATION
09/29/2022	ROBERT O. DOW-CITATION ISSUED BY HAND TO UDO BIRNBAUM
09/29/2022	ISSUE CITATION
09/29/2022	COREY KELLAM-CITATION ISSUED BY HAND TO UDO BIRNBAUM
09/29/2022	ISSUE CITATION
09/29/2022	CELIA C. FLOWERS-CITATION ISSUED BY HAND TO UDO BIRNBAUM
09/29/2022	ISSUE CITATION
09/29/2022	VAN ZANDT COUNTY-CITATION ISSUED TO UDO BIRNBAUM
09/30/2022	CERTIFICATE OF
09/30/2022	CERTIFICATE OF WRITTEN DISCOVERY
10/20/2022	AMENDED FILING
10/20/2022	PLAINTIFF'S FIRST AMENDED ORIGINAL PETITION AND APPLICATION FOR TEMPORARY INJUNCTION
10/20/2022	MOTION (NO FEE)
10/20/2022	PLAINTIFF'S TRADITIONAL MOTION FOR SUMMARY JUDGMENT
10/20/2022	NOTICE
10/20/2022	NOTICE OF HEARING ENV#69447981
10/21/2022	DOCKET NOTE
10/21/2022	FIRST SET OF INTERROGATORIES TO CSD VAN ZANDT LLC

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VAN ZANDT COUNTY CIVIL DOCKET
CAUSE # 22-00105

CAUSE OF ACTION: TRESPASS TO TRY TITLE
FILE DATE: 08/24/2022

DATE	NATURE OF PROCEEDINGS
10/28/2022	PROPOSED ORDER
	PROPOSED ORDER GRANTING PLAINTIFF'S TRADITIONAL MOTION FOR SUMMARY JUDGMENT
11/03/2022	RESPONSE
	RESPONSE IN OPPOSITION TO THIS COURT'S SETTING FOR HEARING BY SUBMISSION OF PLAINTIFF'S MSJ FOR NOV.14,2022
11/11/2022	CERTIFICATE OF WRITTEN DISCOVERY
	CERTIFICATE OF WRITTEN DISCOVERY
11/14/2022	ANSWER/CONTEST/RESPONSE/WAIVER-FAM
	PLAINTIFF'S REPLY TO DEFENDANT'S RESPONSE IN OPPOSITION TO HEARING BY SUBMISSION OF PLAINTIFF'S MSJ FOR 11/14/22
11/14/2022	OBJECTION
	PLAINTIFF'S OBJECTIONS TO DEFENDANT'S EXHIBIT EVIDENCE
12/12/2022	MOTION (NO FEE)
	MOTION FOR RCP 190.4 LEVEL 3 DISCOVERY CONTROL PLAN
12/12/2022	REQUEST
	FIRST REQUEST FOR PRODUCTION OF CSD VAN ZANDT LLC
12/12/2022	MOTION (NO FEE)
	DEFENDANT'S MOTION FOR SUMMARY JUDGMENT RCP RULE 166 A (I) NO EVIDENCE TO CSD CLAIM OF TITLE
12/29/2022	MOTION (NO FEE)
	PLAINTIFF'S MOTION TO QUASH AND OBJECTIONS TO DEFENDANT'S NOTICE OF DEPOSITION OF CSD VAN ZANDT LLC
12/30/2022	CERTIFICATE OF WRITTEN DISCOVERY
	CERTIFICATE OF WRITTEN DISCOVERY
01/10/2023	MOTION (NO FEE)
	MOTION FOR SANCTIONS AND CRIMINAL REFER
02/07/2023	ANSWER
	SECOND AMENDED ANSWER COUNTER,CROSS,TRESPASS TRY TITLE, INJUNCTION, LAW LICENSES, CRIMINAL REFER
02/07/2023	MOTION (NO FEE)
	MOTION IN RE BONHOEFFER'S THEORY OF STUPIDY
03/10/2023	VACATION LETTER
	VACATION LETTER
03/15/2023	PROPOSED ORDER
	PROPOSED ORDER GRANTING RCP 190.4 DISCOVERY CONTROL PLAN
03/15/2023	PROPOSED ORDER
	PROPOSED ORDER ON MOTION FOR SANCTIONS
04/10/2023	NOTICE
	NOTICE OF TRIAL SETTING ENV#74622761
04/11/2023	MOTION (NO FEE)
	MOTION FOR JUDICIAL NOTICE OF FRAUD BY FLOWERS DAVIS LAWYERS UPON OWN CLIENT AND THIS COURT
04/05/2023	PROPOSED ORDER
	PROPOSED ORDER ON MOTION FOR SANCTIONS
04/05/2023	NOTICE
	DEFENDANT READY FOR TRIAL
04/19/2023	MOTION (NO FEE)
	PLAINTIFF'S MOTION FOR ENTRY OF DISCOVERY CONTROL PLAN AND SCHEDULING ORDER

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VAN ZANDT COUNTY CIVIL DOCKET
CAUSE # 22-00105

CAUSE OF ACTION: TRESPASS TO TRY TITLE
FILE DATE: 08/24/2022

DATE	NATURE OF PROCEEDINGS
04/19/2023	PROPOSED ORDER
	PROPOSED DISCOVERY CONTROL PLAN AND SCHEDULING ORDER
04/19/2023	NOTICE
	NOTICE OF HEARING BY SUBMISSION ENV#75047404
04/24/2023	CERTIFICATE OF WRITTEN DISCOVERY
	CERTIFICATE OF WRITTEN DISCOVERY
04/21/2023	MOTION (NO FEE)
	MOTION TO COMPEL, SANCTIONS, AND CRIMINAL REFER RE A FLOWERS DAVIS PLLC VAN ZANDT REAL ESTATE DEED FRAUD RING
05/02/2023	RESPONSE
	DEFENDANT'S RESPONSE TO PLAINTIFF'S MOTION FOR DISCOVERY CONTROL PLAN AND RCP 220 AND RCP 504.1(C) NON-AGREE TO BEN TRIAL
05/03/2023	NOTICE OF INTENTION
	NOTICE OF INTENTION TO TAKE ORAL DEPOSITION OF UDO BIRNBAUM
05/08/2023	NOTICE
	NOTICE OF INTENTION TO TAKE ORAL DEPOSITION OF LISA GIROT
05/08/2023	DESIGNATION OF
	PLAINTIFF'S DESIGNATION OF EXPERT WITNESSES
05/11/2023	CERTIFICATE OF WRITTEN DISCOVERY
	CERTIFICATE OF WRITTEN DISCOVERY
06/15/2023	NOTICE
	NOTICE OF WITHDRAWAL AS COUNSEL
06/19/2023	CERTIFICATE OF
	REPORTER'S CERTIFICATE DEPOSITION OF LISA GIROT
07/14/2023	PROPOSED ORDER
	PROPOSED ORDER DECLARING CSD VAN ZANDT TITLE AS VOID-NOT SIGNED BY THE JUDGE
07/14/2023	MOTION (NO FEE)
	MOTION FOR SUMMARY ADJUDICATION OF TITLE
07/24/2023	LETTER
	LETTER TO JUDGE MARTIN
08/09/2023	PROPOSED ORDER
	DEFENDANT'S MOTION TO ORDER MEDIATION - TOOK DOWN TO WB
08/09/2023	RESPONSE
	DEFENDANT'S RESPONSE TO THIS COURT'S INQUIRY
08/14/2023	ANSWER/CONTEST/RESPONSE/WAIVER-FAM
	PLAINTIFF'S RESPONSE TO 1) DEFENDANT'S RESPONSE TO COURT'S INQUIRY AND 2) DEFENDANT'S MOTION TO ORDER MEDIATION
08/17/2023	ORDER
	ORDER DENYING DEFENDANTS MOTION FOR MEDIATION ENV# 79273221
08/17/2023	ORDER
	ORDER GRANTING PLAINTIFF'S TRADITIONAL MOTION FOR SUMMARY JUDGEMENT ENV# 79273221
08/29/2023	DOCKET NOTE
	CK #3033 TO CHRISTEL CHANTEL WALLING - SENT TO SDU
08/28/2023	SERVICE - SHERIFF - WRIT
08/28/2023	ISSUE WRIT
08/28/2023	ISSUE WRIT
	WRIT OF POSSESSION OF PREMISES-ISSUED TO VZSO FOR SERVICE
08/31/2023	RECEIPT ISSUED

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VAN ZANDT COUNTY CIVIL DOCKET
CAUSE # 22-00105

CAUSE OF ACTION: TRESPASS TO TRY TITLE
FILE DATE: 08/24/2022

DATE	NATURE OF PROCEEDINGS
220667	
09/05/2023	LETTER LETTER FROM UDO BIRNBAUM
09/06/2023	NOTICE OF APPEAL NOTICE OF APPEAL
09/06/2023	MOTION (NO FEE) MOTION FOR RECUSAL
09/06/2023	MOTION (NO FEE) EMERGENCY MOTION TO STAY WRIT OF POSSESSION
09/06/2023	DOCKET NOTE LINES 71-73 TAKENT TO W. BARKER FOR REVIEW
09/06/2023	NOTICE OF COURT ORDER NOTICE OF COURT ODER- ORDER GRANTING PLAINTIFF'S TRADITIONAL MOTION FOR SUMMARY JUDGMENT ENV# 79273221
09/06/2023	NOTICE OF COURT ORDER NOTICE OF COURT ORDER -ORDER DENYING DEFENANT'F MOTION FOR MEDIATION ENV# 79273221
09/20/2023	NOTICE OF APPEAL CIVIL CERTIFICATE AND NOTICE OF APPEAL AND CIVIL CERTIFICATE SENT TO 12TH COURT OF APPEALS TRACE #14550
09/13/2023	NOTICE NOTICE FROM 12TH COURT OF APPEALS
09/13/2023	AMENDED FILING FIRST AMENDED EMERGENCY MOTION TO STAY WRIT OF POSSESSION/("EVICTION")
09/13/2023	AMENDED FILING ADDENDUM TO FIRST AMENDED EMERGENCY MOTION TO STAY WRIT OF POSSESSION/("EVICTION")
09/13/2023	AMENDED FILING FIRST AMENDED ADDENDUM TO FIRST AMENDED EMERGENCY MOTION TO STAY WRIT OF POSSESSION/("EVICTION")
09/13/2023	AMENDED FILING FIRST AMENDED MOTION FOR RECUSAL OF HON. JUDGE CHRIS MARTIN
09/13/2023	DOCKET NOTE LINES 77-80 TAKEN DOWN TO PT FOR REVIEW
09/08/2023	REQUEST REQUEST FOR ASSIGNMENT
09/08/2023	ORDER ORDER OF REFERRAL ON MOTION TO RECUSE ENV# 79596705
09/15/2023	NOTICE NOTICE OF COURT SETTING
09/15/2023	ORDER ORDER OF ASSIGNMENT BY THE PRESIDING JUDGE EVN# 79623809
09/18/2023	ANSWER/CONTEST/RESPONSE/WAIVER-FAM PLAINTIFF'S RESPONSE TO DEFENDANT'S MOTION FOR RECUSAL
09/18/2023	PROPOSED ORDER PROPOSED *ORDER DENYING DEFENDANT'S MOTION FOR RECUSAL
09/19/2023	ORDER ORDER DENYING MOTION TO RECUSE
09/19/2023	NOTICE OF COURT ORDER NOTICE OF COURT ORDER ENV# 79725386

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VAN ZANDT COUNTY CIVIL DOCKET
CAUSE # 22-00105

CAUSE OF ACTION: TRESPASS TO TRY TITLE
FILE DATE: 08/24/2022

DATE	NATURE OF PROCEEDINGS
09/20/2023	JUDGMENT
	FINAL JUDGMENT ENV# 79782794
09/20/2023	ORDER
	ORDER DENYING DEFENDANT'S EMERGENCY MOTIONS TO STAY WRIT OF POSSESSION ENV# 79782794
09/21/2023	NOTICE OF COURT ORDER
	NOTICE OF COURT ORDER ENV# 79782794
09/21/2023	NOTICE OF COURT ORDER
	NOTICE OF COURT ORDER ENV# 79782794
10/02/2023	NOTICE
	NOTICE FROM 12TH COURT OF APPEALS
10/02/2023	MEMORANDUM OPINION
	MEMORANDUM OPINION
10/02/2023	JUDGMENT
	JUDGMENT 12TH COURT OF APPEALS
10/03/2023	RETURN OF WRIT
	WRIT OF POSSESSION OF PREMISES-EXECUTED 9-21-23
10/05/2023	LETTER
	LETTER TO CLERK
10/05/2023	FINDINGS OF FACT AND CONCLUSION OF LAW
	REQUEST FOR FINDINGS OF FACT AND CONCLUSIONS OF LAW
10/05/2023	MOTION FOR NEW TRIAL
	MOTION FOR NEW TRIAL BECAUSE THERE WAS NEVER A FIRST
10/05/2023	MOTION (NO FEE)
	MOTION TO MODIFY CORRECT AND REFORM THE JUDGMENT
10/05/2023	DOCKET NOTE
	REQUEST OF FINDINGS OF FACT AND CONCLUSIONS OF LAW SENT TO JUDGE'S OFFICE BY EMAIL
10/12/2023	LETTER
	LETTER
10/12/2023	NOTICE OF APPEAL
	NOTICE OF APPEAL
10/12/2023	NOTICE OF APPEAL
	NOTICE OF APPEAL TO COURT REPORTER
10/12/2023	NOTICE OF APPEAL
	CIVIL CERTIFICATE AND NOTICE OF APPEAL SENT TO 12TH COURT OF APPEALS TRACE # 14747
10/16/2023	MOTION (NO FEE)
	MOTION FOR REHEARING AND MOTION FOR RECONSIDERATION OF DISMISSAL OF APPEAL -EMAILED TO WB
10/25/2023	LETTER
	LETTER
10/25/2023	NOTICE OF APPEAL
	MOTION FOR REHEARING/DENIED
11/06/2023	FINDINGS OF FACT AND CONCLUSION OF LAW
	NOTICE OF PAST DUE FINDINGS OF FACT AND CONCLUSIONS OF LAW-EMAILED TO JUDGES OFFICE
11/06/2023	NOTICE OF APPEAL
	NOTICE OF APPEAL -EMAILED TO JUDGES OFFICE
11/06/2023	LETTER
	LETTER -EMAILED TO JUDGES OFFICE
11/06/2023	NOTICE OF APPEAL

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VAN ZANDT COUNTY CIVIL DOCKET
CAUSE # 22-00105

CAUSE OF ACTION: TRESPASS TO TRY TITLE
FILE DATE: 08/24/2022

DATE NATURE OF PROCEEDINGS

CERTIFICATE AND NOTICE OF APPEAL SENT TO 12TH COURT OF APPEALS TRACE #14831
11/07/2023 NOTICE OF APPEAL
AMENDED CIVIL CERTIFICATE WITH ADDITIONAL DOCUMENTS SENT TO THE 12TH COURT OF APPEALS
TRACE #14840
11/08/2023 NOTICE
NOTICE FROM 12TH COURT OF APPEALS DEFECTIVE NOA
11/15/2023 LETTER
LETTER TO CLERK
11/15/2023 NOTICE OF APPEAL
NOTICE OF APPEAL TO THE COURT REPORTER
11/16/2023 NOTICE OF APPEAL
2ND AMENDED CIVIL CERTIFICATE SENT TO 12TH COURT OF APPEALS TRACE #14877
11/20/2023 NOTICE
NOTICE FROM 12TH COURT OF APPEALS
11/28/2023 LETTER
LETTER TO UDO BIRNBAUM

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Appendix - H: Defendant's Response to
Plaintiff's Motion for Summary Judgment

CAUSE NO. 22-00105

CSD VAN ZANDT LLC

Plaintiff/Counter Defendant

v.

\$ IN THE DISTRICT COURT

UDO BIRNBAUM

\$

Defendant/Cross Plaintiff

\$ 294TH JUDICIAL DISTRICT

v.

\$

ROBERT O. DOW

COREY KELLAM

CELIA C. FLOWERS

VAN ZANDT COUNTY

\$ VAN ZANDT COUNTY, TX

\$

Cross Defendants

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

Response to Plaintiff's Motion for Summary Judgment
Page 1 of 7

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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

Response to Plaintiff's Motion for Summary Judgment
Page 2 of 7

(20)



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.

Response to Plaintiff's Motion for Summary Judgment
Page 3 of 7

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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?

Response to Plaintiff's Motion for Summary Judgment
Page 4 of 7

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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 Defendantg 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

Response to Plaintiff's Motion for Summary Judgment
Page 6 of 7

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CERTIFIED COPY

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

Response to Plaintiff's Motion for Summary Judgment
Page 7 of 7

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CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff/Counter Defendant

v.

\$ IN THE DISTRICT COURT

UDO BIRNBAUM
Defendant/Cross Plaintiff

\$

\$

v.

\$

ROBERT O. DOW
COREY KELLAM
CELIA C. FLOWERS
VAN ZANDT COUNTY
Cross Defendants

\$ 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:

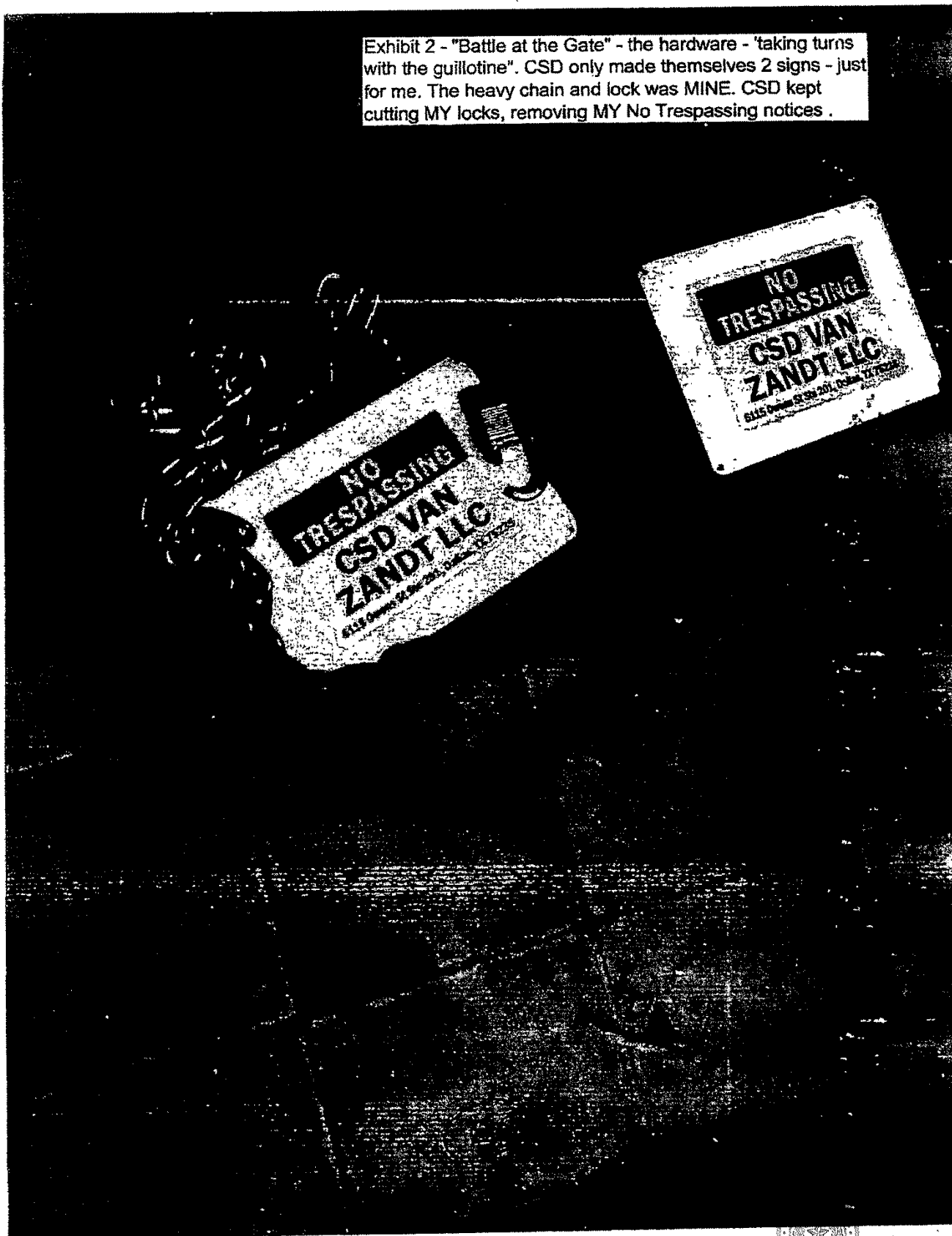
1. My name is Udo Birnbaum. I am over age 18, of sound mind and capable of making this Affidavit.
2. I have diligently, continually, and personally investigated and documented the circumstances surrounding the purported transfer of title of the 148.12 acres at issue ("The Property") to a CSD Van Zandt 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.

Affidavit of Udo Birnbaum
page 1 of 3

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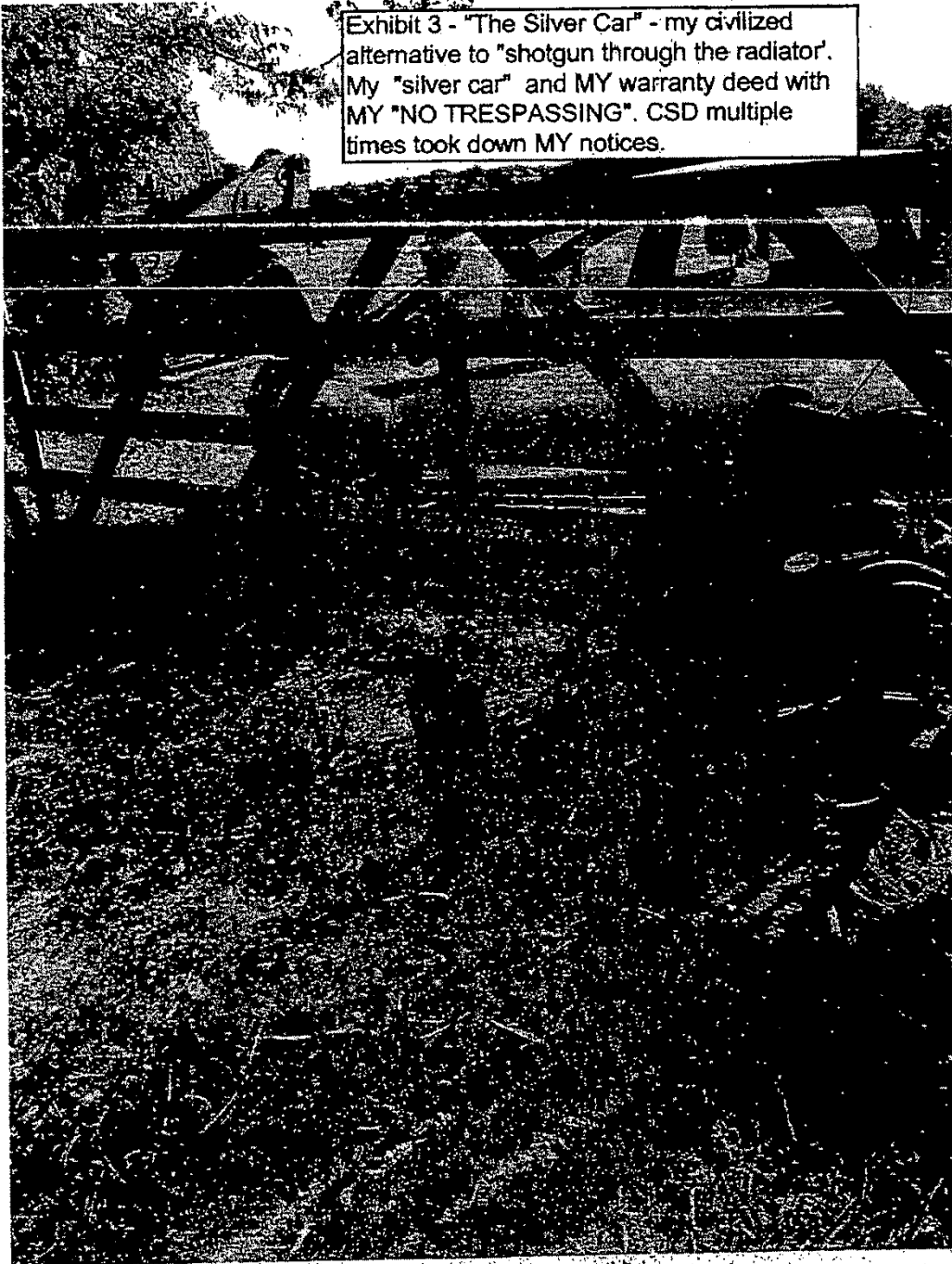


Exhibit 2 - "Battle at the Gate" - the hardware - "taking turns with the guillotine". CSD only made themselves 2 signs - just for me. The heavy chain and lock was MINE. CSD kept cutting MY locks, removing MY No Trespassing notices .



CERTIFIED COPY

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.



30



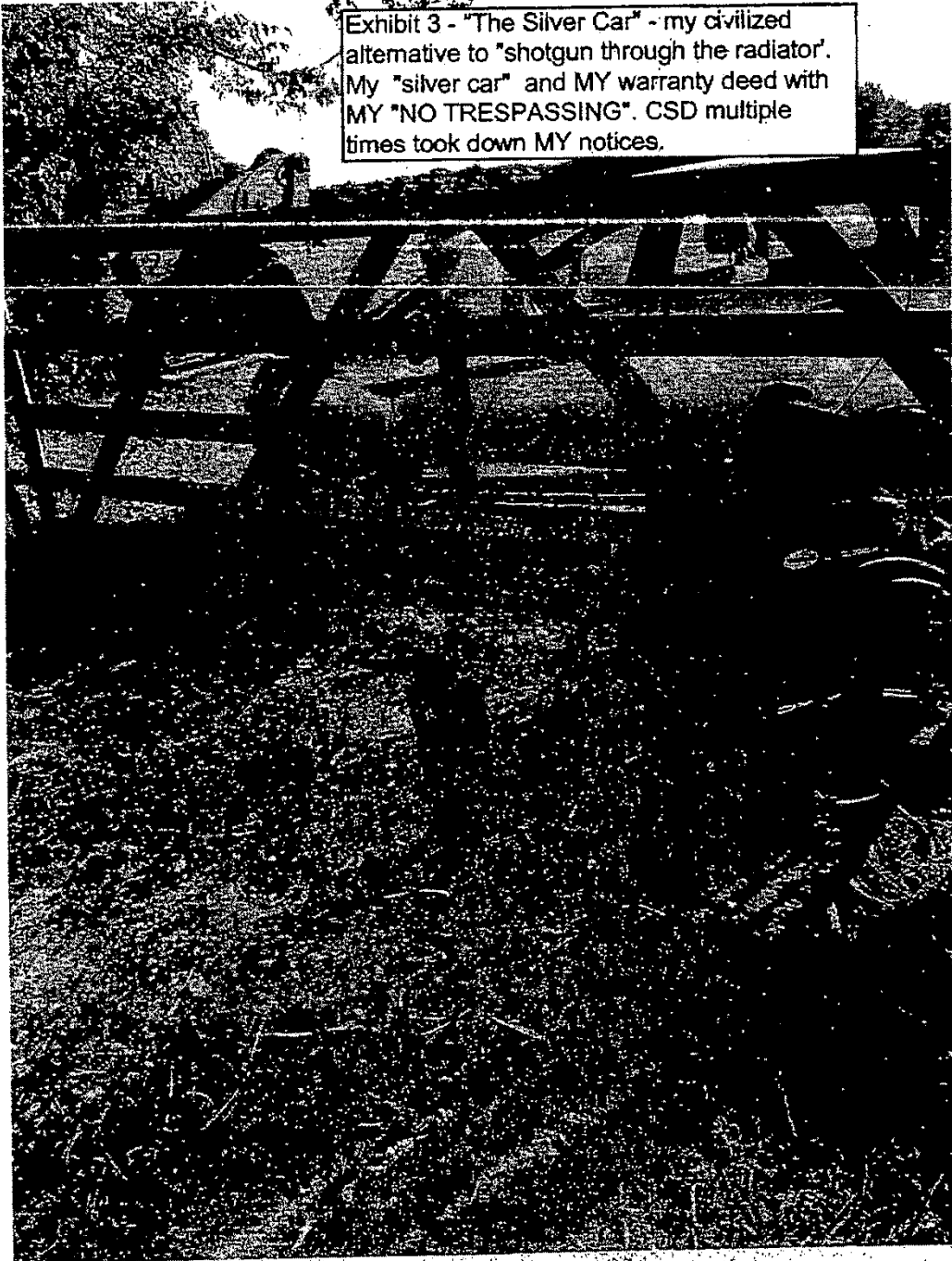
CERTIFIED COPY

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 .



CERTIFIED COPY

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.



30



CERTIFIED COPY

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, unto 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

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CERTIFIED COPY

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

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CERTIFIED COPY

From: twosistersenterprises2014@yahoo.com,
To: Brmbm@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: "Brmbm@aol.com" <Brmbm@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

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CERTIFIED COPY

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

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CERTIFIED COPY

Sulphur LA 70663
337/287-4887

From: "Brnbn@aol.com" <Brnbn@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

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7/1/2022, 3:21 PM

CERTIFIED COPY

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: "Brnbn@aol.com" <Brnbn@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

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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-in-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

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7/1/2022, 3:21 PM

CERTIFIED COPY

Re: THIBODEAUX

<https://mail.aol.com/webmail-std/en-us/PrintMessage>

From: twosistersenterprises2014@yahoo.com,
To: bmbm@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, bmbm@aol.com <bmbm@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 earlier
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 -

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1 of 3



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.

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Re: THIBODEAUX

<https://mail.aol.com/webmail-std/en-us/PrintMessage>

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

From: Two Sisters Enterprises <twosistersenterprises2014@yahoo.com>
To: bmbm@aol.com <bmbm@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

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3 of 3

 7/1/2022, 3:02 PM
CERTIFIED COPY

Exhibit 08 - 1st Affidavit of
Robert Dow. Lots of
OPPOSED issues in here

CAUSE NO. _____

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§
§
§
§
§
§
§

IN THE DISTRICT COURT

____ JUDICIAL DISTRICT

VAN ZANDT COUNTY, TEXAS

AFFIDAVIT OF ROBERT O. 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 O. 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 Original Petition and Application for Temporary Injunction* and have personal knowledge of all facts contained therein, which are true and correct. Specifically, my company, CSD Van Zandt, LLC, purchased the property at subject in this cause ("the Property") in or around June 2022 from Lisa Leger Girot, Patricia Moore Barclay, and James T. Moore, III. CSD Van Zandt, LLC purchased the Property through East Texas Title Company. I have a title policy on the property, and the title company, title underwriter, and lender all approved title.
3. Before purchasing the Property, I was aware that Udo Birnbaum was living on a portion of the Property at 540 Van Zandt County Road 2916, Eustace, Texas 75124. As such, I had my attorneys with Flowers Davis, PLLC send Mr. Birnbaum a letter on June 30, 2022 to terminate his alleged tenancy at will and demand that he vacate the Property as required under Texas Property Code Sections 24.005 and 91.001. To my knowledge, Mr. Birnbaum received the letter on July 14, 2022. To date, he still occupies the Property.
4. Moreover, since receipt of the above-referenced letter, Mr. Birnbaum has caused trouble for myself and my company and has obstructed access to the Property. Shortly after

*Affidavit of Robert O. Dow
Van Zandt County, Texas*

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CERTIFIED COPY

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.

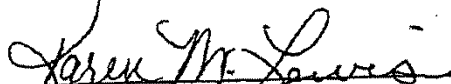
6. I understand that any false statements made in this Affidavit will subject me to penalties of perjury."

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

*Affidavit of Robert O. Dow
Van Zandt County, Texas*

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CERTIFIED COPY

Exhibit 09 - 2nd Affidavit of Robert Dow. DELETES and HIDES opposed issues to sneak in MSJ by submission

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§
§
§
§
§
§
§

IN THE DISTRICT COURT

294TH JUDICIAL DISTRICT

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

*Affidavit of Robert Dow
Van Zandt County, Texas*

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CERTIFIED COPY

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

Affidavit of Robert Daw
Van Zandt County, Texas

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CERTIFIED COPY

Document No. 2022-007473

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

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CERTIFIED COPY

Exhibit xx - 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. MOORS 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

Warranty Deed with Vendor's Lien, Page 1
QF437981

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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.

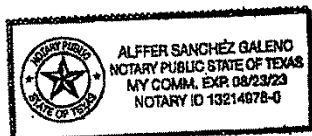
SANGER BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of SANGER BANK and are transferred to SANGER BANK,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

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

Patricia Moore Barclay
PATRICIA MOORE BARCLAY

STATE OF TEXAS §
COUNTY OF Van Zandt §

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



Alfere Sanchez
NOTARY PUBLIC, STATE OF TEXAS

Warranty Deed with Vendor's Lien, Page 2
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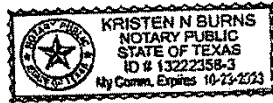


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James T. Moore III
JAMES T. MOORE III

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

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Lisa Leger Girod
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

Warranty Deed with Vendor's Lien, Page 4
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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. Birabaum, 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 Vicki 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 Lindsey 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. Klewil, 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.

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CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff/Counter Defendant

v.

UDO BIRNBAUM
Defendant/Cross Plaintiff

v.

ROBERT O. DOW
COREY KELLAM
CELIA C. FLOWERS
VAN ZANDT COUNTY
Cross Defendants

\$ IN THE DISTRICT COURT

\$ 294TH JUDICIAL DISTRICT

\$ VAN ZANDT COUNTY, TX

\$

DEFENDANT'S MOTION FOR SUMMARY JUDGMENT
RCP RULE 166a(i) NO EVIDENCE TO CSD CLAIM OF TITLE

All a "you pick'em we pluck'em" deed fraud scam

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Details - via handy links – all been said before

Conclusion – CSD has no evidence of title whatsoever

Prayer – time to call the cops, also licenses re Nov. 14, 2022

Intro – a real estate deed fraud gone off script by bulldozer

1. A LISA GIROT from Louisiana, through charity Veterans for Veterans, endears herself to rich veterans gone senile, as she did upon my buddy LOUIS THIBODEAUX, to get herself be made his guardian, getting him to will everything to her just one year before his complete death, then Girot belatedly

Defendant's MSJ RCP166a(i) No Evidence
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going back under false pretenses in 2021 to probate the 2006 intestate estate of his oil and property rich wife GWENDOLYN WRIGHT THIBODEAUX, Girot fraudulently using a known to her erroneous mention of my 148.12 acres in that estate, then Girot falsifying the records of ownership at the Appraisal District to show her as then owner, and Girot believing 85 year old me, UDO BIRNBAUM, to be just as senile as my Buddy LOUIS THIBODEAUX, feeds my name as one of easy prey to a "you pick'em we pluck'em" real estate deed fraud ring.

2. It is beyond impossible to believe that ROBERT O. DOW, an experienced Dallas land developer, East Texas Title Company, Sanger Bank lender of \$850,000, Celia Flowers of FLOWERS DAVIS preparing the CSD Van Zandt deed from grantors therein, Girot, Barclay, and Moore, for ALL not to have noticed that NONE of the grantors had any title whatsoever to show, and ROBERT O. DOW not to notice my living and having lived in my in my 1 1/2 story 2200 square foot brick house on the highest place on the property ever since building in 1985, Dow before buying having trespassed to do actual survey of the property, Dow not inquiring with any of the neighbors, and Dow arriving with bulldozer, lock and chain and No Trespass sign upon my property, taking turns with the guillotine cutting each other's locks and chains and taking down each other's No Trespass signs, tearing out 3000 feet of internal fences, terrorizing the pasture and roots of trees in the middle of an August drought and condemning such to death, Dow then start eviction proceedings via JP court, and then via this District Court in this 22-00105, and Dow then have the gall of with one dump, come with new pleading suddenly me no longer "tenant at will", but as an unlawful "squatter" in my own house, and as the PLAINTIFF by Motion for Summary Judgment, and "submission" of his fraudulent crap, have the judge just sign everything over to him.

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3. Damning is the Affidavit of LISA GIROT, even the need for such, and the clear fraud therein, and the lawyers, all THREE of them, especially CELIA FLOWERS, very author of the fraudulent CSD title, having herself brought this suit 22-00105 in the first place. . Same for the original Affidavit of Robert Dow, and the cover up of such by the later Affidavit of Robert Dow.
4. Likewise damning and revealing is the sequence of events at the "hearing by submission" as events unfolded in the court exactly as pleaded by Defendant Udo Birnbaum in his Response to the Nov. 14, 2022 Setting for "submission".
5. PLAINTIFF CSD 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.
6. DEFENDANT BIRNBAUM 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.
7. PLAINTIFF, CSD and / or ROBERT DOW, even if were innocent, is a victim of his own ignorance, arrogance, negligence, lawyers, lenders, and other birds of same feather.

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8. DEFENDANT BIRNBAUM is not the cause of any damages to Plaintiff. Plaintiff's damage is by its own greed, stupidity, and whatsoever other.

Chronology

January 24, 2020, call from LISA GIROT, already setting me up for THEFT.
https://drive.google.com/file/d/11Nrd0ZJUakRji92-pk-j9YcWvgvv8fvE/view?usp=share_link

June 24, 2022, call from a Corey Kellam telling me a CSD Van Zandt LLC had purchased "that property", desperately grasping for information, I perplexed.
https://drive.google.com/file/d/1LGbi6mFVsh10S89a7dFhUkDKO9BJl6Lv/view?usp=share_link

June 30, 2022, Kellam serves *Notice of Eviction*, for me as "tenant at will", out of my own 1 1/2 story 2200 square foot house I have been living in ever since 1985. Eviction of course solely by JP court. Title solely by district court, so onward next.
https://drive.google.com/file/d/1KO5HeeNh1TNZA1uu8cb11UcOu0uff8rZ/view?usp=share_link

August 24, 2022, Plaintiff's *Original Petition and Application for Temporary Injunction* for trespass to try title and declaratory relief in this 294th District Court.
https://drive.google.com/file/d/12wizO4PGBEvbZxMH102NlfrUirWT5UC/view?usp=share_link

August 29, 2022, Defendant's *Answer and Counterclaim*, for \$850K.
https://drive.google.com/file/d/1XkDr1xrRyLnzHL-3qEiP8aYYTfZl_8Sv/view?usp=share_link

September 28, 2022, Defendant's *First Amended Answer, Counter, Cross, Trespass to Try Title, Law Licenses, Criminal Refer*
https://drive.google.com/file/d/1GD6KYy1OPne04KORGNcmF2Cs5b7hsksk/view?usp=share_link

October 28, 2022, Plaintiff without ever discovery, does simultaneous dump:
Plaintiff's First Amended Original Petition and Application for Temporary Injunction,
https://drive.google.com/file/d/18yf-1JnVJkdZ-gMoFIYogSAbtpHr0dSe/view?usp=share_link

Plaintiff's Traditional Motion for Summary Judgment thereon, and
https://drive.google.com/file/d/1SZUHvmszto_XEOhUM9Vb0FCR3KJ9CLZc/view?usp=share_link

Notice of Hearing thereon by "hearing by submission" for November 14, 2022 at 4:30 p.m.
https://drive.google.com/file/d/1MjLEX6GCYq2Udxfw48MuQXf609EtUsCp/view?usp=share_link



November 3, 2022, Defendant's *Response to this Court's Setting for hearing by Submission of Plaintiff's MSJ for Nov. 14, 2022*, loudly and specifically detailing and **complaining of such fraud**

https://drive.google.com/file/d/1LYBtln9ZmhrJrWnToRpN6LCxaV6948uy/view?usp=share_link

November 11, 2022, Plaintiff's *Response to First Set of Interrogatories to CSD Van Zandt LLC*, Answer not as required by Plaintiff and sworn to as such, but **lawyer gobbledygook VERIFIED by the Plaintiff**. Pathetic.

https://drive.google.com/file/d/1WfVqoh8neDbtp1na5UJSZwSiFdRjUm/view?usp=share_link

November 13, 2022, Sunday morning 10:30 am, the very day before the fraudulent "hearing by submission" for Nov. 14, 2022, Plaintiff's Katryna R. Watkins filed **Plaintiff's Objections to Defendant's Exhibit Evidence**

https://drive.google.com/file/d/1Zj19rZGeTHjtSHvnyvdXFyMjdq5alqvys/view?usp=share_link

Alice in Wonderland – Wonder Court

**The Wonder Hearing collapses into itself
Only thing left – the Cheshire cat's grin**

9. And so, on Wonder Day, November 14, 2022, for such "hearing by submission", Defendant was directed to the courtroom where this hearing was to be. No one even knew what a "hearing by submission" was, until no judge showed, and then somehow the bailiff suddenly knew exactly what a hearing by submission was, that such was not a hearing at all, and picked up Defendant's humongous pile of documents **for someone who had just now somehow just instructed him**.

10. And, exactly as pleaded in Defendant's *Response to this Court's Setting for hearing by Submission of Plaintiff's MSJ for Nov. 14, 2022*, CSD Van Zandt LLC had indeed **perverted the very court process**, i.e. "extrinsic fraud" by fraud of "hearing by submission" of its fraudulent Motion for Summary Judgment of its fraudulent cause upon its fraudulent deed of title. PATHETIC.

11. Motion for Summary Judgment requires a hearing, a real oral hearing, period, RCP 166a(c) "the time specified for hearing", "the day of hearing", "be received at the hearing".

NOTE: See BONUS ATTACH plum DRACONIAN safeguards to allow UNCONTESTED "hearing by submission" by LOCAL RULES by Denton County District Court. In any case, there HAS to be opportunity for respondent to be ORAL heard. PERIOD

Defendant's MSJ RCP166a(i) No Evidence
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Warning to attorney

12. On November 13, 2022, Sunday morning 10:30 am, the very day before the "hearing by submission" for Nov. 14, 2022, Plaintiff's Katryna R. Watkins filed Plaintiff's Objections to Defendant's Exhibit Evidence, for the Court to strike:
https://drive.google.com/file/d/1Zi19rZGcTHitSHYnvvdXFvMidq5alqvgs/view?usp=share_link

"each reference in Udo Birnbaum's Affidavit to the presence of fraud in the conveyance at subject between CSD as inadmissible conclusory legal and factual statements, of which Defendant has failed to demonstrate any personal knowledge or expertise in title examination. Stated otherwise, Defendant is not qualified to make those statements and the portions of Defendant's Affidavit that allege fraud, which is wholly unsubstantiated, should be struck as inadmissible."

Ms. Watkins, you are de facto asking Judge Martin to look at the Affidavit to see if there is anything in there that he should consider him not looking at.

Ms. Watkins, you are de facto asking Judge Martin to NOT consider and NOT act upon complaints of fraud, in clear violation of his oath of office?

13. Ms. Watkins, as an aside, you have had your law license for 5 years. Affiant Defendant has been in this Court continuously 28 years ever since 1994, and Defendant Affiant himself is the author of at least 3 of the deeds at issue in this cause, and on his own found the fraud in CSD deed of "stitching together" supposed estate entitlements into land title, also the weasel quit-claim language in there next to the last paragraph just above the first signature.

Ms. Watkins, you are the not qualified. Time for you to call the cops.

Executive Intro

14. PLAINTIFF CSD pleads its claim solely upon "entitlements" to a probated estate, which probate is binding only upon the parties to that proceeding. Neither Defendant nor Plaintiff was a party. Plaintiff CSD has no evidence of conveyance of title (i.e. deed) to its supposed grantors, so as to have such supposed grantors have legal capacity (i.e. have anything) to convey to CSD. PERIOD.

15. DEFENDANT BIRNBAUM is not the cause of any damages to Plaintiff. Plaintiff's damage is by its own greed, stupidity, negligence, and whatsoever other.

Defendant's MSJ RCP 166a(i) No Evidence
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Summary Intro

16. And as in Judgment of Heirship as included in Plaintiff CSD's Pleadings, "No administration is necessary", so no administrator, no inventory of the estate, no judicial determination what was in the estate, no deed, title, Administrator's Deed or whatsoever coming "out", to give land title to anyone, to give to anyone.
17. And as exactly pleaded by Defendant, the brutal fact is that CSD got swindled to borrow \$850,000 from Sanger Bank to buy air from a GIROT, BARCLAY, and a MOORE III.
18. Defendant is not the cause of any damages to Plaintiff CSD. Plaintiff's damage is by its own negligence, greed, stupidity, lawyers, or whatsoever other.

Details

"all been said before"

Plaintiff's Original Petition and Application for Temporary Injunction – 67 pages
https://drive.google.com/file/d/12wizO4PGBEvbZsM1H02N1fmrUirWT3UC/view?usp=share_link

Answer and Counterclaim – 1 page
https://drive.google.com/file/d/1XkD1xrRvLnzHL-3nEiP8qYYTtZL8Sv/view?usp=share_link

First Amended Answer, Counter, Cross, Trespass to Try Title, Law Licenses, Criminal Referral – 21 pages
https://drive.google.com/file/d/1GD6KYyIOPne04KORGNcmF2Cs5b7hsksk/view?usp=share_link

Plaintiff's First Amended original Petition and Application for Temporary injunction – 67 pages
https://drive.google.com/file/d/18vf-UuVJkd2-gMoFIYoaSAbtpHr0dSe/view?usp=share_link

Plaintiff's Traditional Motion for Summary Judgment – 113 pages
https://drive.google.com/file/d/1SZUHymzto_XEOhUM9Vb0fCR3KJ9CLZc/view?usp=share_link

Response in Opposition to this Court's Setting for Hearing by Submission of Plaintiff's MSJ – 33 pages
https://drive.google.com/file/d/1LYBtl9ZmhrJrWnToRpN6LCxaV6948uy/view?usp=share_link

Plaintiff's Response to First Set of Interrogatories to CSD Van Zandt LLC – 4 pages
https://drive.google.com/file/d/1WfVqoh8neDbtp1na5UJSZwSiFdRjUm/view?usp=share_link

Defendant's MSJ RCP166a(i) No Evidence
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Conclusion

**CSD Van Zandt LLC has no evidence
whatsoever of chain of title:**

19. CSD Van Zandt LLC, in paragraph 15 of Plaintiff's First Amended Original Petition claims title to the 148.12 acre Premises "*via a regular chain of conveyance from the sovereign*", and specifically claims so through the 2006 estate of intestate GWENDOLYN WRIGHT THIBODEAUX, and further through the 2019 estate of LOUIS THIBODEAUX unto LISA L. GIROT.

(i.e. "15. Plaintiff obtained title to the Property via a regular chain of conveyance from the sovereign, as explained hereinabove.")

20. There exists, however, no evidence of the 148.12 acres ever having been in the 2006 estate, nor in the 2019 estate, and certainly no evidence of title thereto ever "arriving" upon supposed grantors GIROT, BARCLAY, and MOORE III, to pass on to CSD VAN ZANDT.

21. CSD Van Zandt LLC has no evidence whatsoever of chain of title.

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

Defendant's MSJ RCP166a(i) No Evidence
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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

Bonus Attach:

Local Rule - Summary Judgment "hearing by submission"
Alice in Wonderland - Cheshire cat

Certificate of Service

Copy today December 5, 2022 by CMRR 7021 2720 0002 2602 1257 to Katryna R. Watkins, Flowers Davis, 1021 ESE Loop 323, Suite 200, Tyler, Texas 75701

Defendant's MSJ RCP166a(i) No Evidence
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Note: this off Denton
County District Court,
ultra DRACONIAN

SUMMARY JUDGMENTS

All Motions for Summary Judgment shall be set for a hearing with oral argument. Unless the Applicant requests the Motion to be heard by submission, both parties should attend the hearing.

- I. Upon request, summary judgments can be heard by submission as follows:
 - (a) A hearing date is set with the Court Administrator in accordance with T.R.C.P.
 - (b) Either by cover letter or pleading, the Movant must notify the opposing party of both the hearing date and time; and, provide a written statement that the Movant does not intend to be present at the hearing but requests the Court consider the Motion by submission of Movant. Such notice must further state that the Non-Movant may appear.
 - (c) The notice in (b) must be sent certified mail, return receipt requested, to the Non-Movant.
- II. The case will be called on the date set for hearing and the Non-Movant may still appear and argue any properly filed Response, notwithstanding the Movant's non-appearance.
- III. No Summary Judgment shall enter on cases by submission unless proof of notice upon the Non Movant has been filed with the Court. Proof may be shown by affidavit, filed with the Clerk of the Court, with attachments as follows:
 - a) Copy of letter/pleading indicating the requirements set forth in I(b) above which has been sent certified (certified and regular mail is preferred) mail and the corresponding USPS numbers.
 - b) Copy of the evidence of notice properly given by:
 - i) copy of returned green card with signatures by addressee or agent, or
 - ii) copy of returned mail with U.S.P.S. postal codes for
 - a. unclaimed
 - b. undeliverable
 - c. refused
 - d. other U.S.P.S. postal notation, or
 - iii) copy of the U.S.P.S. track and confirm website page indicating action taken for the certified mail tracking numbers.
- IV. If no request is made for a Motion for Summary Judgment hearing by submission, all such motions will be docketed and oral argument on the motions shall be heard.

The attached forms are examples of acceptable notice that can be filed with the Clerk to comply with I. and III. above.

(61)



CERTIFIED COPY

SUMMARY JUDGMENTS

All Motions for Summary Judgment shall be set for a hearing with oral argument. Unless the Applicant requests the Motion to be heard by submission, both parties should attend the hearing.

I. Upon request, summary judgments can be heard by submission as follows:

- (a) A hearing date is set with the Court Administrator in accordance with T.R.C.P.
- (b) Either by cover letter or pleading, the Movant must notify the opposing party of both the hearing date and time; and, provide a written statement that the Movant does not intend to be present at the hearing but requests the Court consider the Motion by submission of Movant. Such notice must further state that the Non-Movant may appear.
- (c) The notice in (b) must be sent certified mail, return receipt requested, to the Non-Movant.

II. The case will be called on the date set for hearing and the Non-Movant may still appear and argue any properly filed Response, notwithstanding the Movant's non-appearance.

III. No Summary Judgment shall enter on cases by submission unless proof of notice upon the Non Movant has been filed with the Court. Proof may be shown by affidavit, filed with the Clerk of the Court, with attachments as follows:

- a) Copy of letter/pleading indicating the requirements set forth in I(b) above which has been sent certified (certified and regular mail is preferred) mail and the corresponding USPS numbers.
- b) Copy of the evidence of notice properly given by:
 - i) copy of returned green card with signatures by addressee or agent, or
 - ii) copy of returned mail with U.S.P.S. postal codes for
 - a. unclaimed
 - b. undeliverable
 - c. refused
 - d. other U.S.P.S. postal notation, or
 - iii) copy of the U.S.P.S. track and confirm website page indicating action taken for the certified mail tracking numbers.

IV. If no request is made for a Motion for Summary Judgment hearing by submission, all such motions will be docketed and oral argument on the motions shall be heard.

The attached forms are examples of acceptable notice that can be filed with the Clerk to comply with I. and III. above.

62



CERTIFIED COPY

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 .



CERTIFIED COPY



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.

64



CERTIFIED COPY

Not responding

WARRANTY DEED

THE STATE OF LOUISIANA
PARISH OF Caldwell

THAT ELOUIS THROBDEAUX, of the Parish of Caldwell 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

has GRANTED, SOLD and CONVEYED, and by these presents GRANTS, SELLS and CONVEYS unto the said UDO BIRNBAUM, Trustee of the LELD Trust, of the County of Van Zandt, in the State of Texas, all those tracts and parcels of land, including more or less 170 acres, described in the records of Van Zandt County, Texas as follows, but reserving and retaining all mineral rights in and

PARCELS No. 1 - That tract or parcels of land, being more or less 150 acres more fully described in Deed of Records, Vol. 364, page 447.

PARCELS No. 2 - That tract or parcels of land, being more or less 18 acres more fully described in Deed of Records, Vol. 297, page 307.

PARCELS 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 32.

RESERVING AND RETAINING ALL MINERAL RIGHTS, TO HAVE AND TO HOLD the above described premises together with all and singular the right 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 myself and our heirs, executors and administrators in Warranty and Reconveyance, all and singular the above premises unto the said UDO BIRNBAUM, Trustee of the LELD Trust, his heirs and assigns, and unto every person who may lawfully claim or to claim the same, in any part thereof.

EXECUTED BY Elois Throbdoux April 20, 2017

Udo Birnbaum
Loid Throbdoux

THE STATE OF LOUISIANA
PARISH OF Caldwell
THROBDEAUX

(1.5)



CERTIFIED COPY

February 15, 2024

To: Clerk 12th COA
To: Gregg Smith – for Appellee
To: District Clerk 294th – No. 22-00105
From: Udo Birnbaum – Appellant

RE: BRIEF FOR APPELLANT and APPENDIX thereto

Please note change of both address and phone

Udo Birnbaum

UDO BIRNBAUM
119 An County Road 2501
Tennessee Colony, TX 75861
BRNBM@AOL.COM
(903) 922-5996

Certificate of Service

Today February 15, 2024, CMRR 7020 1290 0000 2939 4754, to Twelfth Court of Appeals, 1517 West Front Street Suite 354, Tyler, Texas 75702

Today February 15, 2024, CMRR 7020 1290 0000 2939 4761, to Gregory Smith, Smith Legal PLLC, 110 N. College Ave., Suite 1120, Tyler, TX 75702

Today February 15, 2024, CMRR 7020 1290 0000 2939 7540, to District Clerk, Karen L. Wilson, Courthouse, 121 E. Dallas St., Suite 302, Canton TX, 75103

Udo Birnbaum

UDO BIRNBAUM



No. 12-23-00282-CV

§

In the Court of Appeals
Twelfth Court of Appeals at Tyler

UDO BIRNBAUM

Defendant, Counter-claimant - Appellant

v.

CSD VAN ZANDT LLC

Plaintiff, Counter Defendant - Appellee

Appeal from the 294th Judicial
District Court of Van Zandt County, Texas
The Honorable Chris Martin
Trial cause no. 22-00105

APPENDIX

To Brief for Appellant

UDO BIRNBAUM
119 An County Road 2501
Tennessee Colony, TX 75861
BRNBM@AOL.COM
(903) 922-5996

DOCUMENTS

- A. The summary judgment used to dispossess Defendant of his homestead
- B. The proposal of a writ of possession on the summary judgment
- C. The writ of possession taking Defendant's 150 acre homestead
- D. Posted on front door – ejectment as a supposed “tenant” in a “unit”
- E. Defendant's Posting on front door – that the writ was clearly unlawful
- F. Final Judgment solely upon the summary judgment, with never a trial
- G. The seven (7) page docket sheet, jury fee paid, but never a trial
- H. Defendant's Response to Plaintiff's Motion for Summary Judgment
- J. Defendant's RCP 166a(i) No Evidence MSJ



I certify this to be a true and
exact copy of the original on file
in the District Clerk's Office,
Van Zandt County, Texas

By [Signature]
Deputy

NO. 12-23-00282-CV
IN THE COURT OF APPEALS
TWELFTH COURT OF APPEALS DISTRICT
TYLER, TEXAS

FILED FOR RECORD
2024 JUN -3 AM 9:24
KAREN WILSON
DIST CLERK VAN ZANDT CO. TX
BY  DEP

UDO BIRNBAUM,
APPELLANT

§ **APPEAL FROM THE 294TH**

V.

§ **JUDICIAL DISTRICT COURT**

CSD VAN ZANDT, LLC,
APPELLEE

§ **VAN ZANDT COUNTY, TEXAS**

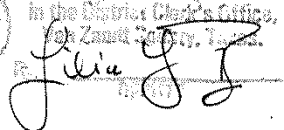
MEMORANDUM OPINION

Udo Birnbaum, proceeding pro se, appeals the trial court's grant of summary judgment in favor of CSD Van Zandt, LLC. He presents eight issues on appeal. We affirm.

BACKGROUND

In 1981, T.C. and Carolyn Ann Travis deeded Birnbaum 150 acres in Van Zandt County. In 2002, Birnbaum sold the property to Gwendolyn Wright Thibodeaux. Gwendolyn died intestate in 2006. After a Van Zandt County court determined her heirs and their respective shares, Louis Thibodeaux, Patricia Moore Barclay, and James T. Moore, III owned the 150 acres. Louis owned fifty percent interest; Barclay owned twenty-five percent interest; and Moore owned twenty-five percent interest. When Louis died in 2019, his will conveyed his interest in the property to Lisa Girot. Therefore, Girot owned a fifty percent interest in the property. On June 24, 2022, CSD purchased the property from Girot, Barclay, and Moore via warranty deed with vendor's lien.



I hereby certify that this is a true and correct copy of the original as filed in the District Clerk's Office, Van Zandt County, Texas.


Prior to purchasing the property, CSD learned Birnbaum was living on a portion of the property. Girot also informed CSD that Louis previously attempted to convey the property to Birnbaum in March 2017, but Birnbaum refused. On June 30, 2022, CSD sent Birnbaum a letter requesting he vacate the property. Birnbaum responded by filing a warranty deed in the county records, which purportedly conveyed the property to him in March 2017.

Thereafter, CSD filed suit against Birnbaum asserting actions for declaratory judgment, trespass to try title, and a suit to quiet title. Birnbaum filed an answer and asserted various counterclaims. CSD filed a traditional motion for summary judgment on its claims, which the trial court heard by submission and granted. The trial court then entered a final judgment granting CSD's claims. This appeal followed.

RIGHT TO JURY TRIAL

In his first, second, fourth, and eighth issues, Birnbaum asserts that he was denied his right to a trial by jury.¹ The right to a jury trial in civil cases is not absolute. *See, e.g., Green v. W.E. Grace Mfg. Co.*, 422 S.W.2d 723, 725 (Tex. 1968); *Martin v. Commercial Metals Co.*, 138 S.W.3d 619, 626 (Tex. App.—Dallas 2004, no pet.). The summary judgment process provides a method of terminating a case when only questions of law are involved and there are no genuine issues of fact. *See Lattrell v. Chrysler Corp.*, 79 S.W.3d 141, 150 (Tex. App.—Texarkana 2002, pet. denied). The process will not deprive litigants of a jury trial where material questions of fact exist. *Id.* However, if there is nothing to submit to a jury, the grant of summary judgment cannot violate a party's constitutional right to a jury trial. *See id.; see also Martin*, 138 S.W.3d at 627. None of Birnbaum's issues attack the merits of the summary judgment; therefore, we cannot disturb the trial court's determination that there is no genuine issue of material fact. *See Pat Baker Co v. Wilson*, 971 S.W.2d 447, 450 (Tex. 1998) (appellate court cannot reverse trial court's judgment absent properly assigned error). We overrule Birnbaum's first, second, fourth, and eighth issues.

¹ Birnbaum's second issue is titled "A summary judgment cannot substitute for a real judgment," but seems to argue that only a Justice of the Peace can issue a writ of possession. However, he also argues that a jury trial is required before a writ of possession can be issued. Because a writ of possession is not a final, appealable order, we construe his issue as another jury trial argument. *See LaFontaine v. Hendricks Prop. Mgmt.*, No. 04-11-00044-CV, 2011 WL 1158399, at * 1 (Tex. App.—San Antonio Mar. 30, 2011, no pet.) (mem. op.) (holding that a writ of possession is neither a final judgment nor an appealable interlocutory order).



STATUTE OF LIMITATIONS

In his seventh issue, Birnbaum claims the statute of limitations for adverse possession “precluded trespass to try title.” In support of his argument, Birnbaum includes a copy of his answer in which he pleads statute of limitations as an affirmative defense. However, pleadings are not summary judgment evidence, even if sworn or verified. *Laidlaw Waste Sys. (Dallas), Inc. v. City of Wilmer*, 904 S.W.2d 656, 660-61 (Tex. 1995). A party cannot rely on its own pleaded allegations as evidence of facts to oppose its opponent’s summary-judgment motion. *Regency Field Servs., LLC v. Swift Energy Operating, LLC*, 622 S.W.3d 807, 818 (Tex. 2021). And the record does not reflect that Birnbaum filed a response to CSD’s motion for summary judgment. Although he filed a response to the notice setting the motion for submission, along with his own no evidence motion for summary judgment, neither document references the statute of limitations. See TEX. R. APP. P. 33.1 (as prerequisite to presenting complaint for appeal, record must show that complaint was made to trial court by timely request, objection, or motion and trial court ruled thereon). We overrule Birnbaum’s seventh issue.

REMAINING ISSUES

Texas Rule of Appellate Procedure 38.1(i) requires that an appellant’s brief “contain a clear and concise argument for the contentions made, with appropriate citations to authorities and to the record.” TEX. R. APP. P. 38.1(i). The appellate court has no duty to brief issues for an appellant. *Huey v. Huey*, 200 S.W.3d 851, 854 (Tex. App.—Dallas 2006, no pet.). The failure to provide appropriate record citations or a substantive analysis waives an appellate issue. *WorldPeace v. Comm’n for Lawyer Discipline*, 183 S.W.3d 451, 460 (Tex. App.—Houston [14th Dist.] 2005, pet. denied); see also *Fredonia State Bank v. Gen. Am. Life Ins. Co.*, 881 S.W.2d 279, 284-85 (Tex. 1994) (appellate court has discretion to deem issues waived due to inadequate briefing). References to sweeping statements of general law are rarely appropriate. *Bolling v. Farmers Branch Ind. Sch. Dist.*, 315 S.W.3d 893, 896 (Tex. App.—Dallas 2010, no pet.).

Even though we must construe briefing requirements reasonably and liberally, a party asserting error on appeal still must put forth some specific argument and analysis showing that the record and the law support its contentions. *San Saba Energy, L.P. v. Crawford*, 171 S.W.3d 323, 338 (Tex. App.—Houston [14th Dist.] 2005, no pet.). An appellate court has no duty—nor



any right—to perform an independent review of the record and applicable law to determine whether there was error. *Canton-Carter v. Baylor Coll. of Med.*, 271 S.W.3d 928, 931–32 (Tex. App.—Houston [14th Dist.] 2008, no pet.); *Valadez v. Avitia*, 238 S.W.3d 843, 845 (Tex. App.—El Paso 2007, no pet.). Were we to do so, we would be abandoning our role as neutral adjudicators and become an advocate for that party. *Valadez*, 238 S.W.3d at 845.

Moreover, a pro se litigant is held to the same standards as licensed attorneys and must comply with applicable laws and rules of procedure. *Mansfield State Bank v. Cohn*, 573 S.W.2d 181, 184–85 (Tex. 1978); *Interest of A.E.*, 580 S.W.3d 211, 219 (Tex. App.—Tyler 2019, pet. denied). Otherwise, pro se litigants would benefit from an unfair advantage over parties represented by counsel. *Muhammed v. Plains Pipeline, L.P.*, No. 12-16-00189-CV, 2017 WL 2665180, at *2 n.3 (Tex. App.—Tyler June 21, 2017, no pet.) (mem. op.).

Birnbaum's brief is devoid of references to the record. And his brief simply includes broad statements of law without explanation as to how they apply to his facts and arguments. *See Sweed v. City of El Paso*, 195 S.W.3d 784, 786 (Tex. App.—El Paso 2006, no pet.) (“merely uttering brief conclusory statements” is not a discussion of the facts and authorities relied upon contemplated by Rule 38). In his third issue, Birnbaum claims genuine issues of material fact exist but offers no record citations or arguments to support his position. His fifth issue claims CSD's “whole cause is nothing but a sales pitch fabrication, record by Plaintiff, then spun into pleadings, motions, affidavits, co-mingling, etc.” He claims that CSD's pleadings and evidence are “hearsay upon hearsay” without identifying the specific documents, statements, or claims he is attacking. His sixth issue purports to attack CSD's standing to bring a trespass to try title suit but contains no legal or record citations to support his position. We liberally construed Birnbaum's brief in order to give effect to his arguments. *See TEX. R. APP. P. 38.9*. But it is not our duty to review the record, research the law, and fashion a legal argument for an appellant when he fails to do so. *Zhang v. Capital Plastic & Bags, Inc.*, 587 S.W.3d 82, 90 (Tex. App.—Houston [14th Dist.] 2019, pet. denied). Accordingly, we hold Birnbaum waived any alleged error with respect to issues three, five, and six. We overrule his third, fifth, and sixth issues.



DISPOSITION

Having overruled all of Birnbaum's issues, we *affirm* the trial court's judgment.

GREG NEELEY
Justice

Opinion delivered May 31, 2024.

Panel consisted of Worthen, C.J., Hoyle, J., and Neeley, J.



FILED
In the District Court's Office,
St. Louis, Missouri.

[Handwritten signature]



COURT OF APPEALS
TWELFTH COURT OF APPEALS DISTRICT OF TEXAS
JUDGMENT

FILED FOR RECORD
2024 JUN -3 AM 9:25
KAREN WILSON
DIST. CLERK VAN ZANDT CO. TX
DEP
BY

MAY 31, 2024

NO. 12-23-00282-CV

UDO BIRNBAUM,
Appellant
V.
CSD VAN ZANDT, LLC,
Appellee

Appeal from the 294th District Court
of Van Zandt County, Texas (Tr.Ct.No. 22-00105)

THIS CAUSE came to be heard on the appellate record and briefs filed herein, and the same being considered, it is the opinion of this court that there was no error in the judgment.

It is therefore ORDERED, ADJUDGED and DECREED that the judgment of the court below be in all things affirmed, and that all costs of this appeal are hereby adjudged against the appellant, Udo Birnbaum, for which execution may issue, and that this decision be certified to the court below for observance.

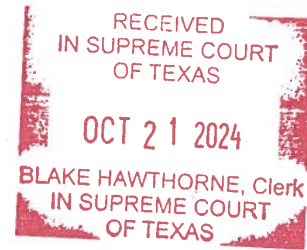
Greg Neeley, Justice.
Panel consisted of Worthen, C.J., Hoyle, J., and Neeley, J.



I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as filed in the District Clerk's Office, Van Zandt County, Texas.
[Signature]

No. 24-0504

§



In the
Supreme Court of Texas

Udo Birnbaum
Petitioner

CSD Van Zandt, LLC
Respondent

From the 12th Court of Appeals, Cause No. 112-23-00282-CVC
And the 294th District Court of Van Zandt County
Cause No. 22-00105, Honorable Chris Martin

Petition for Review
Appendix separate

Udo Birnbaum
119 An County Road 2501
Tennessee Colony, TX 75861
Telephone: 903-922-5996
brnbn@aol.com
Pro Se

IDENTITY OF PARTIES AND COUNSEL

The following constitutes a list of all parties to the trial court's final judgment and the names and addresses of all trial and appellate counsel:

Petitioner	Udo Birnbaum, pro se 119 AN County Road 2501 Tennessee Colony, TX 75861 Telephone: 903-922-5996 brnbn@aol.com
Respondent	CSD Van Zandt, LLC
Respondent's trial counsel	Corey R. Kellam Flowers Davis, P.L.L.C. 1021 ESE Loop 323, Suite 200 Tyler, Texas 75701 (903) 534-8063 crk@flowersdavis.com Katryna R. Watkins Flowers Davis, P.L.L.C. 1021 ESE Loop 323, Suite 200 Tyler, Texas 75701 (903) 534-8063 krw@flowersdavis.com Celia C. Flowers Flowers Davis, P.L.L.C. 1021 ESE Loop 323, Suite 200 Tyler, Texas 75701 (903) 534-8063 ccf@flowersdavis.com

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greg@smithlegaltx.com

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STATEMENT OF THE CASE

Nature of the case: This is a suit for trespass to try title with counterclaim of damages by real estate deed fraud.

Trial Court: The Honorable Chris Martin, 294th Judicial District Court, Van Zandt , entered a final judgment in favor of plaintiff

Court of Appeals: Twelfth of Appeals, Tyler

Parties in the Court of Appeals: Appellant: Udo Birnbaum
Appellee: CSD Van Zandt, LLC

Disposition: Justice Gregg Neely authored the court's opinion, joined by Justice Wortham and Justice C. J. Hoyle, Jr. The court of appeals affirmed the judgment below. A motion for rehearing was filed and overruled.

Status of opinion: unknown

STATEMENT OF JURISDICTION

This Court has jurisdiction pursuant to section 22.001(a)(6) of the Texas Government Code.

ISSUES PRESENTED

- Issue 1: The court's affirming a summary judgment ruling which dispossessed a defendant of his 42 year 150 acre homestead 7
- Issue 2: The court's affirming the denial of a defendant's right to a trial to defend himself against the fraud upon him 11
- Issue 3: The court's affirming the common law action of ejectment upon a defendant the action of ejectment not available in this state 12
- Issue 4: The court's affirming the taking of a 150 acre homestead by a district court doing tenant eviction in Texas eviction only by the JP court 14

STATEMENT OF FACTS

The court of appeals incorrectly stated the nature of the case, for although the case was filed as a trespass to try title, but by the time of the appeal, there was also the following, NOT addressed by the trial court, and NOT stated upon by the appeals court either:

facts missing by the appeals court

- Petitioner / Defendant's Counter-claim of real estate deed fraud to steal his 42 year 150 acre homestead (Appendix 16)
- Petitioner / Defendant's Response to Plaintiff's motion for summary judgment and the thereto long ago proposed affirmative Order of "*GRANTED . . . in all things*" (Appendix 13)
- Petitioner / Defendant's RCP 166(a)i "no evidence" Motion for Summary Judgment never addressed by the trial court (Appendix 14)
- Petitioner / Defendant under color of law eviction by the district court as a supposed tenant, and destruction of his possessions, tenant evictions in Texas being the sole domain of the JP justice court of the precinct (Appendix 4, 5, 7)

More facts are necessary to understand the issues presented, else this cause, with a 7 page docket sheet (Appendix 17) spanning over a year, being much like not being able to see the forest for all the trees.

Such especially regarding the perversion of the very court process by the stratagem of under color of law GRANTING (Appendix 1), by summary judgment, a dispositive shortcut, to deprive Petitioner of his ABSOLUTE right to a trial, as the DEFENDANT, the jury fee even having been paid.

The facts on the ground

Plaintiff in fact ROBERT O. DOW ("Dow"), manager / owner of CSD VAN ZANDT, LLC ("CSD"), borrows \$850,000 from Sanger Bank to pay a LISA LEGER GIROT ("Giot") from Sulfur, LA for a 150 acres, which before purchase he was told by Giot that UDO BIRNBAUM ("Birnbaum") was living on, but Giot hiding from Dow, that such was not hers to sell, for she knew it was 85 year old Birnbaum's long time homestead.

The first Birnbaum ever knew of any of this is when surveyors suddenly appeared upon his property, with Birnbaum running them off, but Birnbaum unable to find out who sent them or what was going on.

It was only when CSD lawyer COREY KELLAM ("Kellam") unexpectedly called Birnbaum inquiring as to whose cows and hay were out there, that Birnbaum was told by Kellam that a CSD Van Zandt LLC supposedly was the new owner of these 150 acres. Birnbaum certainly had no knowledge of a Robert Dow, or that it had been Dow's surveyors that he had run off.

It was only revealed at the very end of a full year 7 page Docket Sheet court process, at the sudden much belated ZOOM deposition by CSD, of Lisa Giot, its own grantor, that Robert Dow on that very same day that Birnbaum had run off Dow's surveyors, that Dow on that very day had immediately called Lisa Giot to inquire what was going on, to be fed Giot's fable of lies, and Dow falling for Giot's lies, else "in" on it with Giot, all this BEFORE Dow closing on his option to purchase from Giot, and Dow recording this very 18 minute phone call, but Dow negligent else

complicit in not inquiring even after his surveyors having been run off by Birnbaum. Dow never inquired with any of Birnbaum's neighbors.

This damning phone call between Dow and Girot, both of them belittling Birnbaum and both in fact agreeing to protect each other from any claims by Birnbaum, was played back to Girot at such CSD ZOOM deposition of Girot, and Girot examined thereon, and found to have concealed from both Dow, and the title company, the very warranty deed to Birnbaum, of the land as she was hawking to Dow, i.e. Birnbaum's interest in and indeed ownership of the 150 acres.

And as it turns out, ALL of CSD's pleadings, their motion for summary judgment, the very affidavits therein, are all nothing but hearsay upon Girot's telephone lies to Dow, as recorded by Dow.

By the time of Dow / CSD filing suit upon Birnbaum, and ever after, the underlying real estate deed fraud had merged into the very court process - - - in the amount of \$850,000 - - - and infected any and all and everybody.

incorrect / incomplete facts by the appeals court

[as stated in its Opinion]

Here as per the appeals court (Appendix 10), as stated in its Opinion:

* * * START DIRECT QUOTE * * *

“BACKGROUND

“In 1981, T.C. and Carolyn Ann Travis deeded Birnbaum 150 acres in Van Zandt County. In 2002, Birnbaum sold the property to

Gwendolyn Wright Thibodeaux. Gwendolyn died intestate in 2006. After a Van Zandt County court determined her heirs and their respective shares, Louis Thibodeaux, Patricia Moore Barclay, and James T. Moore, III owned the 150 acres. Louis owned fifty percent interest; Barclay owned twenty-five percent interest; and Moore owned twenty-five percent interest. When Louis died in 2019, his will conveyed his interest in the property to Lisa Girot. Therefore, Girot owned a fifty percent interest in the property. On June 24, 2022, CSD purchased the property from Girot, Barclay, and Moore via warranty deed with vendor's lien.

“Prior to purchasing the property, CSD learned Birnbaum was living on a portion of the property. Girot also informed CSD that Louis previously attempted to convey the property to Birnbaum in March 2017, but Birnbaum refused. On June 30, 2022, CSD sent Birnbaum a letter requesting he vacate the property. Birnbaum responded by filing a warranty deed in the county records, which purportedly conveyed the property to him in March 2017.

“Thereafter, CSD filed suit against Birnbaum asserting actions for declaratory judgment, trespass to try title, and a suit to quiet title. Birnbaum filed an answer and asserted various counterclaims. CSD filed a traditional motion for summary judgment on its claims, which the trial court heard by submission and granted. The trial court then entered a final judgment granting CSD's claims. This appeal followed.”

* * * END DIRECT QUOTE * * *

corrections upon the appeals court statements

[upon the appeals court statement above]

- BIRNBAUM did not “sell” the property to Gwendolyn Wright Thibodeaux, i.e. for value, but conveyed such to Gwendolyn Wright Thibodeaux, as a very very very close friend, for temporary safekeeping from thieves upon him. When the need was over, as promised, Gwendolyn Wright Thibodeaux, as a true friend and as promised, conveyed the property back to Birnbaum, and thus the property NEVER ENTERED into the Gwendolyn Wright Thibodeaux estate that CSD Van Zandt LLC claims as its source.
- ALSO, the estate of Gwendolyn Wright Thibodeaux was never administrated or inventoried, nor could it be because of belated 2021 probate upon Gwendolyn Wright Thibodeaux death in 2006, well outside the 4 year statute of limitations for administration, to issue Executor’s Deed or Administrator’s Deed, conveyance to real property in Texas solely by DEED. The probate Judgment of Heirship plainly states “no administration is necessary”. Any reference to the 150 acres in any of the not administrated many documents in that probate is pure error.
- ALSO, the supposed link in their supposed inheritance chain, Louis Thibodeaux, was DEAD at the time of the 2021 probate - - - died 2019 - - - the dead do not inherit - - - title is a RIGHT - - - a right cannot be conveyed upon a DEAD.
- THEN, there is the matter of there being a big difference between “entitlement” to an estate - - - and actual land “title”, such in Texas

solely by actual DEED. Plaintiff's continuous co-mingling between "entitlement" to an estate, and having actual land "title" - - - THAT IS THE EVIL CORE of Plaintiff's real estate deed fraud, executed by their fraudulent summary judgment GRANTING to them Petitioner / Defendant's head on a platter.

- And as for the supposed "*attempted to convey the property to Birnbaum in March 2017, but Birnbaum refused*" - - - Girot herself PREPARED, NOTARIZED, AND MAILED such WARRANTY DEED, such mailing in itself being deemed to be ACCEPTANCE.
- NOTHING by the appeals court as to ANY of these errors and omissions.
- AGAIN, all these facts in these corrections is in excruciating detail in Petitioner / Defendant's pleadings in the trial court. ALL THIS WAS AT ISSUE when the trial court, by summary judgment, dispossessed Petitioner by "*GRANTED . . . in all things*", and therewith deprived Petitioner, as the DEFENDANT, of his right to a trial. Details specifically in Birnbaum Response (Appendix 13) to Plaintiff's MSJ (Appendix 12)
- NOTE: All the issues in these corrections is on file in excruciating detail in Petitioner / Defendant's pleadings in the trial court as indicated by the court seven (7) page Docket Sheet (Appendix 17).

SUMMARY OF THE ARGUMENT

This evil cause against Petitioner / Defendant BIRNBAUM is nothing but a real estate deed fraud executed in the trial court by the stratagem of perverting the process of summary judgment, which is dispositive of need to go trial shortcut, into "*GRANTING . . . in all things*" (Appendix 1) to deprive a DEFENDANT, of his absolute Right, to a trial to DEFEND himself, and thus steal his 42 year 150 acre homestead **by the mere stroke of an evil pen.**

ARGUMENT

Issue 1

The court erred in affirming a summary judgment ruling which dispossessed a defendant of his 42 year 150 acre homestead

What was on file

PLAINTIFF filed RCP 166a "traditional" MSJ (motion for summary judgment) which the trial court granted (Appendix 1), and the appeals court affirmed (Appendix 10). Defendant had on file in the trial court a timely exhaustive Response (Appendix 13).

DEFENDANT also had on file in the trial court MSJ RCP 166(a)i "no evidence" (Appendix 14) which the trial court never entertained. Plaintiff failed to file a response to this exhaustive MSJ.

The matter of Defendant's MSJ (Appendix 14), as well as his Counterclaim, was briefed to the appeals court, with the appeals court's Opinion not expressing thereto.

what was “at issue”

Plaintiff's MSJ claimed title (MSJ Appendix 12) to the 150 acres by supposedly having a regular chain of deeds out of the estate of a Gwendolyn Wright Thibodeaux.

Defendant's Response (Appendix 13) showed in excruciating detail the very probate documents that showed that title to such 150 acres never came out of that estate:

- 1) that the 150 acres never entered that estate
- 2) that the estate was never administrated nor could it be administrated because of the 15 year delayed probate far outside the 4 year statute of limitations
- 3) that no executor's deed nor administrator's deed came out of that estate, title in Texas solely by actual land DEED.

re MSJ “traditional”

RCP 166(a) is very clear:

(c) Motion and Proceedings Thereon. . . . The judgment sought shall be rendered forthwith **if** (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. (emphasis added)

**diametrically opposite versions of the facts
between Plaintiff and Defendant**

PLAINTIFF as in its MSJ (Appendix 12) pages 3-4:

“ 5. Subsequently, Gwendolyn Wright Thibodeaux passed away on December 8, 2006. Ms. Thibodeaux died without a will, and in Cause No. 15622 in the County Court of Van Zandt County, Texas, Judge Don Kirkpatrick determined Ms. Thibodeaux’s heirs and their respective shares and interests in the Subject Property as follows: Louis Thibodeaux: 50%; Patricia Moore Barclay: 25%; and James T. Moore, III: 25%. As a result, following Ms. Thibodeaux’s passing, Louis Thibodeaux, Patricia Moore Barclay and James T. Moore, III owned the Subject Property in the percentages set out above.

“ 6. On October 29, 2019, Louis Thibodeaux passed away in Louisiana, leaving a will that conveyed all his right, title, and interest in his real property to Lisa Leger Girot. Louis Thibodeaux’s will was probated in Louisiana on January 24, 2020, leaving Ms. Girot a 50% interest in the Subject Property.¹¹ After Mr. Thibodeaux’s passing, Ms. Girot maintained payment of taxes on the property, until she sold her interest in same to Plaintiff.¹² Moreover, the Van Zandt County Appraisal District has listed Louis Thibodeaux and Lisa Girot as the record title owners of the Subject Property since Mr. Thibodeaux’s death and subsequent will probate.

“ 7. Plaintiff purchased the Subject Property from Lisa Leger Girot, Patricia Moore Barclay, and James T. Moore, III via Warranty

Deed with Vendor's Lien filed at Instrument No. 2022-007473 of the Official Public Records of Van Zandt County, Texas on or around June 24, 2022. Plaintiff subsequently began paying taxes on the Subject Property."

DEFENDANT as in his Response (Appendix 13) page 4:

" 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."

Issue 2

The court erred in affirming the denial of a defendant's right to a trial to defend himself against the fraud upon him

The court of appeals erred in affirming the trial court's judgment because the trial court violated Petitioner's right to a jury trial to counter the fraud of the claim against him, and to present evidence to his counterclaim of real estate deed fraud, a jury trial having been demanded and the jury fee paid.

The docket sheet (Appendix 17) makes it clear that this was 1) a trespass to try title case, 2) that the jury fee was paid, and 3), yet there was never even a trial, neither jury trial, nor bench trial, nor ever a hearing of any kind, not even for summary judgment, despite the required "hearing thereon".

It is of course by trial, that a plaintiff has to prove his claim, in this case his claim of a valid chain of deeds, upon cross examination by the defendant.

As for the very right to trial by jury, such is of course sacred. Art. 1, § 15 of the Texas Constitution guarantees that "The right of trial by jury shall remain inviolate." Even further, Art. V, § 10 of the Texas Constitution clarifies that jury trials are available, specifically in civil cases, if one party demands it and pays for it, as on this case.

As for the right "for a jury trial", i.e. for a plaintiff, a court can of course summarily dismiss such by so called "summary judgment", upon the court finding that the plaintiff has not shown sufficient evidence to even

need a jury - - - but as for the right of a defendant “to a jury trial”, where the plaintiff has the burden, such right for the defendant is absolute.

IN SHORT: The “trial court” – by denial of a trial – denied Petitioner / Defendant his right to due process, and the appeals court erred in affirming the trial court.

All such best summarized by a law firm white paper, which is not law, but shows that such is elementary common knowledge:

”The second kind of **dispositive motion** is known as a summary judgment motion. Unlike a motion to dismiss, a summary judgment motion is specifically designed to look into the facts. **Importantly, however, the summary judgment process is not a substitute for jury trials.** Juries are a vital part of our system of justice, and **the right to a jury trial is actually protected by the Seventh Amendment.** The point of a summary judgment motion is to see if there are disputed issues of fact that require a jury in the first place.”
(emphasis added)

Issue 3

The court erred in affirming the common law action of ejectment upon a defendant the action of ejectment not available in this state

The court of appeals erred in affirming the trial court’s judgment because the trial court lacked jurisdiction to do the not available in Texas common law action of ejectment, which the court used to dispossess Petitioner / Defendant off of, and of his 42 year 150 acre homestead, such action by statute not being available in this state.

Although it is not so stated in ANY of the trial court's findings or conclusions or at any hearing - - - for there were no findings, conclusions, nor hearings whatsoever - - - what the court did was "do" the common law action of ejectment, i.e. a comparison of titles, arrive at a "paramount" or superior title, and ejectment whosoever had the lesser, i.e. the action of ejectment.

Such however by statute not available in Texas, perhaps because of so many sovereigns over Texas – Six Flags over Texas - - - and Texicans refusing to play musical chairs or move the fence posts upon arrival or departure of a new sovereign, with associated land grants, etc.

As for what the trial court did, or intended, one has to look at what the court did – for there is nothing, nothing, that the court cited, despite repeated requests for findings and conclusion of law (Appendix 8, 9). Regarding the THREE (3) documents, the ONLY output of the court:

The Order on Motion for Summary Judgment (Appendix 1) states ONLY, "is of the OPINION", "*GRANTED - - - in all things*", NOTHING more.

The Writ of Possession (Appendix 3) states, "*already granted by judgment of possession*" – but no such judgment of possession existed or exists. (Docket Sheet Appendix 17)

The Final Judgment (Appendix 6) states _ - - "already granted"

But looked at *en toto* what the court did (see Final Judgment Appendix 6), is compare title, and evict thereon (Appendix 3, 4, 5, 7), and take Petitioner / Defendant's 150 acres. That IS the common law action of ejectment, available in some other states, but such NOT available in Texas. Property Code 22.001(b). "*The action of ejectment is not available in this state*".

IN SUM: The trial court had no jurisdiction to evict, ejectment, or whatever, especially without a trial, and the appeals court erred in affirming the trial court.

Issue 4

The court erred in affirming the taking of a 150 acre homestead by tenant eviction because in Texas eviction can only be by the JP court

The court of appeals erred in affirming the trial court's eviction (Appendix 3) of Petitioner as a tenant (Appendix 4), because in Texas only the justice court of the precinct has jurisdiction over eviction, and therefore the trial court lacked jurisdiction to do eviction. Property Code 24.004.

Property Code Sec. 24.004. JURISDICTION; DISMISSAL.
(a) Except as provided by Subsection (b), a justice court in the precinct in which the real property is located has jurisdiction in eviction suits. Eviction suits include forcible entry and detainer and forcible detainer suits. A justice court has jurisdiction to issue a writ of possession under Sections 24.0054(a), (a-2), and (a-3).

Here, however, is the 294th doing TENANT eviction (Appendix 4):

WARNING

A Writ of Possession has been issued by 294th Judicial District Court of Van Zandt County, Case No. 22-00105. All tenants and their personal property should be removed from 540 Van Zandt County Road 2916, Eustace, Texas 75124 by

SEPTEMBER 07 2023 at 9:00AM

Tenants and personal property remaining on the premises after that date and time will be subject to removal. The unit will be turned over to: CSD Van Zandt, LLC

Van Zandt County Sheriffs Office

Posted by S.D. Henson

The law however is clear - - - in Texas, eviction must be filed in the Justice Court of the Precinct in which the real property is located.

Petitioner / Defendant made this abundantly clear to the evicting officers with his own posting upon the officers' posting, that this eviction was unlawful (Appendix 5).

And the district court had no jurisdiction whatsoever over possession, such having to be made painfully clear to this court before, to this very 294th district court in 2008, then under Hon. Teresa Drum, in Edom Corner vs. It's the Berrys, LLC, 271 S.W.3d 765 (Tex. App. 2008), where a landlord tenant matter somewhat accidentally slid into district court without having been brought into JP court:

OPINION

Appellant It's the Berry's, LLC d/b/a Mary Ellen's (Berry's) complains of a district court judgment granting possession of its leasehold to its landlord, appellee Edom Corner, LLC. Brought as an action for forcible detainer in justice court, the case was transferred to district court and there tried as though that court possessed original subject matter jurisdiction. Finding the district court lacked original subject matter

jurisdiction to try an eviction suit, we will sever, vacate and dismiss the forcible detainer suit and affirm the remainder of the judgment. (emphasis added, also, incidentally, such judgment now having nothing left in it)

In Texas writ of possession is only by the JP court, and only upon judgment of possession, and such only after right to a trial, and such only upon right to such by jury.

PRAYER FOR RELIEF

PETITIONER / DEFENDANT prays this Court can see through all this confusion perpetrated upon both the trial and the appeals court, and see this injustice for what it truly is:

An underlying real estate deed fraud upon an elderly, executed through perversion of the court process itself, namely the sham use of an affirmative summary judgment, to with a stroke of a pen, deprive Petitioner / Defendant Birnbaum of his Right to a trial, indeed the very protection of the law.

Petitioner respectfully prays that this Court reverse the judgment of the court of appeals, and remand this case to the trial court for additional proceedings.

Respectfully submitted,



Udo Birnbaum, pro se

CERTIFICATE OF SERVICE

I certify that a copy of this Petition for Review was served on Respondent CSD Van Zandt, LLC, through counsel of record, Gregory Smith, SMITH LEGAL PLLC, 110 N. College Ave., Suite 1120, Tyler, TX 75702, (903) 630-7165, greg@smithlegaltx.com

CERTIFICATE OF COMPLIANCE

Pursuant to TEX. R. APP. P. 9.4, I hereby certify that this Petition for Review contains 3,864 words. This is a computer-generated document created in Microsoft Word, using 14-point typeface for all text, except for footnotes which are in 12-point typeface. In making this certificate of compliance, I am relying on the word count provided by the software used to prepare the document.



Udo Birnbaum, pro se

Appendix on next page

APPENDIX

Trial court sequential

1	8 / 17 / 2023	Order on Plaintiff's MSJ	1
2	8 / 28 / 2023	Proposal of Writ of Possession	2
3	8 / 30 / 2023	Writ of Possession - - on an Order	3
4	9 / 7 / 2023	Eviction - - posting by Officers	6
5	9 / 7 / 2023	Eviction - - counter Posting WARNING	7
6	9 / 20 / 2023	<u>Final Judgment</u>	9
7	9 / 21 / 2023	Brutal eviction - - belongings destroyed	8
8	10 / 5 / 2023	Request for Findings	11
9	11 / 1 2023	Notice Past Due Findings	12

12th court of appeals

10	5 / 31 / 2024	<u>Appeals Opinion</u>	13
11	5 / 31 / 2024	<u>Appeals Judgment</u>	18

At Issue for Summary Judgment

12	10 / 20 / 2022	Plaintiff's MSJ "traditional" – no attach	19
13	11 / 5 / 2022	Defendant's Response	28
14	12 / 5 / 2022	Defendant's MSJ "no evidence"	61
15		Plaintiff First Amended – active at MSJ and Final	75
16		Defendant Second Amended – active at MSJ and Final	85

The process - - - 7 page Docket Sheet

17	Docket Sheet as of 9 / 19 / 2024	107

IN THE SUPREME COURT OF TEXAS

No. 24-0504

UDO BIRNBAUM, PETITIONER

v.

CSD VAN ZANDT, LLC, RESPONDENT

ON MOTION FOR EXTENSION OF TIME TO FILE PETITION FOR REVIEW

FILED FOR RECORD
2024 JUL 12 PM 4:12
KAREN WILSON
DIST CLERK VAN ZANDT CO. TX
BY _____ DEP

ORDER

This case is ABATED and removed from the Court's active docket. It is the parties' responsibility to immediately notify this Court once the court of appeals' decision is final. See TEX. R. APP. P.

53.7(a).

Done at the City of Austin, this 3 day of July, 2024.

Blake A. Hawthorne

BLAKE A. HAWTHORNE, CLERK
SUPREME COURT OF TEXAS

By Victor To
Deputy Clerk



I certify this to be a true and exact copy of the original on file in the District Clerk's Office, Van Zandt County, Texas

By *[Signature]*
Deputy

CAUSE NO. 25-00024

UDO BIRNBAUM
Plaintiff

VS.

CSD VAN ZANDT LLC
Defendant

§
§
§
§
§
§
§

IN THE DISTRICT COURT

294TH JUDICIAL DISTRICT

VAN ZANDT COUNTY, TEXAS

AFFIDAVIT OF ROBERT O. DOW

STATE OF TEXAS §

COUNTY OF DALLAS §

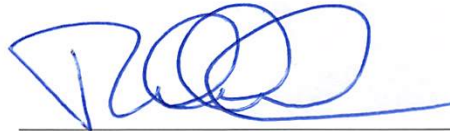
Before me, the undersigned notary public, on this day personally appeared Robert Dow, who after being duly sworn, on his oath stated:

1. "My name is Robert O. Dow. I am over 18 years of age, of sound mind, and capable of making this Affidavit. The facts stated within this affidavit are within my personal knowledge of the matter and are true and correct.
2. I am the manager of CSD Van Zandt LLC, Defendant in the instant suit. I have reviewed *Defendant's Traditional and No-Evidence Motion for Summary Judgment* and have personal knowledge of the facts contained therein, which are true and correct, and further enumerated below.
3. CSD Van Zandt LLC first purchased approximately 150 acres of real property located at and around address 540 Van Zandt County Road 2916, Eustance, Texas (the "Property") via warranty deed with vendor's lien from the record title owners Lisa Leger Girot, Patricia Moore Barclay, and James T. Moore, III on June 24, 2022. CSD Van Zandt was aware at that time that Plaintiff Udo Birnbaum ("Birnbaum") was living on a portion of the Property, so shortly after the purchase, I requested by letter that Birnbaum terminate his alleged tenancy and vacate the Property.
4. Birnbaum made no effort to vacate the Property, and in fact repeatedly interfered with CSD Van Zandt's business operations and access to the Property. Therefore, CSD Van Zandt through its attorneys brought an action for trespass to try title, also seeking declaratory and injunctive relief against Birnbaum related to the Property, on August 24, 2022. That case was entitled Cause No. 22-00105, *CSD Van Zandt LLC v. Udo Birnbaum*, in the 294th Judicial District Court, Van Zandt County, Texas ("Cause No. 22-00105").
5. After various efforts in Cause No. 22-00105, CSD Van Zandt was granted summary judgment relief and was issued a writ of possession ordering removal of Birnbaum and his personal belongings from the Property. My understanding of the final judgment in Cause

No. 22-00105 is that CSD Van Zandt LLC was confirmed as the bona-fide purchaser and title owner of the Property and that Birnbaum's ownership claim was invalid and unenforceable; and that Birnbaum was permanently enjoined from entering onto or loitering at or near the Property, or harassing or slandering CSD Van Zandt, its counsel, myself, or any associated parties.

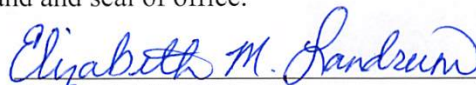
6. Birnbaum was subsequently evicted from the Property on or about September 21, 2023, as supervised by Van Zandt County Sheriff Joe Carter.
7. Despite appeals by Birnbaum related to Cause No. 22-00105 which to my knowledge were unsuccessful, Birnbaum is now suing CSD Van Zandt in two additional cases: (1) *Udo Birnbaum vs. CSD Van Zandt LLC*, Cause No. 25-00024, in the 294th Judicial District Court, Van Zandt County, Texas, and (2) *Udo Birnbaum v. Robert O. Dow*, Cause No. CV07404, in the County Court at Law No. 1, Van Zandt County, Texas. I have retained Sullivan Law Offices as counsel to defend and represent CSD Van Zandt LLC's interests in these cases.
8. Attached hereto as Attachment 1 is the 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. I have reviewed the foregoing Attachment 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."

FURTHER AFFIANT SAYETH NOT.



Robert O. Dow, Affiant

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on this 11th day of August 2025, to certify which witness my hand and seal of office.



Notary Public, State of Texas



Attachment 1



Document No. 2022-007473

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



CERTIFIED COPY



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

Warranty Deed with Vendor's Lien, Page 1
GF437981



CERTIFIED COPY

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.

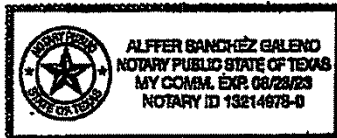
SANGER BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of SANGER BANK and are transferred to SANGER BANK,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

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


PATRICIA MOORE BARCLAY

STATE OF TEXAS §
COUNTY OF Vander §

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

Warranty Deed with Vendor's Lien, Page 3
GF437981



Lisa Leger Girot
~~Lisa Leger Girot~~

STATE OF LOUISIANA §
PARISH OF Calcasieu §

This instrument was acknowledged before me on the 21st 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

Warranty Deed with Vendor's Lien, Page 4
GF437981



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 Lindsey 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. 2020-085698 bears North 04 deg. 34 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 105.73 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 Gallaga, 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.



CAUSE NO. 25-00024

UDO BIRNBAUM
Plaintiff

VS.

CSD VAN ZANDT LLC
Defendant

§
§
§
§
§
§
§

IN THE DISTRICT COURT

294TH JUDICIAL DISTRICT

VAN ZANDT COUNTY, TEXAS

ATTORNEY'S FEES AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared Nicole Feragen, the affiant, who, being personally known to me or first properly identified to me, and being duly sworn, deposed and stated:

1. "My name is Nicole Feragen. I am over 21 years of age, I have never been convicted of a crime, I am of sound mind, and I am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

2. I am an attorney and have been licensed to practice law in the State of Texas since October 25, 2019. I have over five years of experience in civil litigation.

3. I, along with other attorneys with Sullivan Law Offices, have been employed by Defendant CSD Van Zandt LLC in the above-referenced lawsuit. I have personal knowledge of this case and the work performed, including but not limited to: correspondence with the client; review of documentation; review of the opposing party's pleadings; legal research; drafting and filing of various pleadings; drafting of, researching for, and filing the instant Traditional and No-Evidence Motion for Summary Judgment (the "Motion"); review of any opposition response to same; preparation of any supplemental response to said opposition; and preparation for hearing on same.

4. I am familiar with the fees customarily charged by practicing attorneys in Texas counties such as Van Zandt County in matters like these. The rates charged for my time and the time of the other attorneys working on this matter are reasonable for the above-described services performed in this case.

5. Attorney's fees and costs for services performed by Nicole Feragen as of the date of this affidavit amount to at least \$10,660.00. I anticipate an additional \$2,600.00 in attorneys' fees will be required to supplement the Motion and/or review related pleadings, and/or prepare for and attend a hearing on the Motion. At this time, the total of reasonable and necessary attorneys' fees that Defendant is entitled to is \$13,260.00.

6. In the event an appeal is made to the court of appeals from the judgment reached on the Motion, I anticipate at least an additional \$9,750.00 in attorneys' fees and expenses will be expended by Defendant CSD Van Zandt LLC. In the event petition for review is made to the Supreme Court of Texas in relation to the Motion, I anticipate at least an additional \$13,000.00 in attorneys' fees and expenses will be expended by Defendant CSD Van Zandt LLC.

7. Based upon my knowledge and experience in matters of this sort, it is my opinion and belief that all of the services provided by Sullivan Law Offices were and are reasonable and necessary in order to protect the interests of Defendant CSD Van Zandt LLC in this matter. It is my further opinion that the attorneys' fees and expenses incurred to date are a fair and reasonable sum for the representation of Defendant CSD Van Zandt LLC in this matter. In determining the attorneys' fees to be charged, the following factors have been considered:

- a. the time and labor required, the novelty and difficulty of the questions involved, and the skill required to perform the legal services properly;

- b. the likelihood that the acceptance of the particular employment would preclude other employment by the attorneys;
- c. the fees customarily charged in the locality or for the circumstances;
- d. the amount involved and the results obtained;
- e. the time limitations imposed by the client or by the circumstances;
- f. the nature and length of the professional relationship with the client;
- g. the experience, reputation, and ability of the attorneys performing the services;
- h. that the fee is fixed by the relevant hourly rates; and
- i. the amount in controversy, the nature of this case, and the amount of time spent in this cause.

8. A request for award in the form of attorney's fees may be included in relation to defense of a bill of review proceeding where attorney's fees were authorized in prosecuting the underlying case, such as a declaratory judgment request. TEX. CIV. PRAC. & REM. CODE §37.009; *Meece v. Moerbe*, 631 S.W.2d 729, 730 (Tex. 1982). The Court can take judicial notice of the usual and customary attorney fees and the contents of the case file without receiving any further evidence. TEX. CIV. PRAC. & REM. CODE §38.004.

9. The attached billing statements reflect accurate time entries and hourly rate charges for the reasonable and necessary legal services provided by Sullivan Law Offices. All the services were reasonable and necessary in the prosecution or defense of claims or defenses for which attorney's fees are properly awarded to the prevailing party."

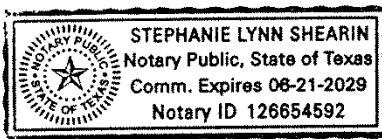
FURTHER AFFIANT SAYETH NOT.

SIGNED this 11 day of August 2025.

Nicole Feragen
Nicole Feragen

SUBSCRIBED AND SWORN TO before me, the undersigned notary, on the 11th day of August 2025 by Nicole Feragen.

Stephanie Lynn Shearin
Notary Public, State of Texas



Activities Export

08/11/2025
2:23 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/25/2025		Begin investigating applicable law and drafting traditional summary judgment motion on bill of review claim case.	00732-Dow CSD VAN ZANDT LLC	Nicole Feragen	4.80h	\$325.00	-	\$1,560.00
		Billed invoice						
07/25/2025		Call with atty CK on atty HC feedback on summary judgment strategy	00732-Dow CSD VAN ZANDT LLC	Nicole Feragen	0.10h	\$325.00	-	\$32.50
		Unbilled						

Activities Export

08/11/2025
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Date	Type	Description	Matter ▲	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
05/07/2025		Review KC research on bill of review process, provide input on [REDACTED] MSJ.  Billed invoice	00732-Dow CSD VAN ZANDT LLC	Nicole Feragen	0.20h	\$325.00	-	\$65.00
06/26/2025		Continue drafting fact background of MSJ based on prior court records.  Billed invoice	00732-Dow CSD VAN ZANDT LLC	Nicole Feragen	1.20h	\$325.00	-	\$390.00
06/29/2025		Continue investigating caselaw and drafting traditional argument section of MSJ.  Billed invoice	00732-Dow CSD VAN ZANDT LLC	Nicole Feragen	1.60h	\$325.00	-	\$520.00
06/30/2025		Continue drafting traditional MSJ argument, evaluating what exhibits need to be referenced.  Billed invoice	00732-Dow CSD VAN ZANDT LLC	Nicole Feragen	3.00h	\$325.00	-	\$975.00
07/09/2025		Confer with atty CK on status of MSJ draft, [REDACTED]  Billed invoice	00732-Dow CSD VAN ZANDT LLC	Nicole Feragen	0.10h	\$325.00	-	\$32.50
07/14/2025		Continue caselaw research on bill of review, traditional MSJ argument drafts.  Billed invoice	00732-Dow CSD VAN ZANDT LLC	Nicole Feragen	3.40h	\$325.00	-	\$1,105.00
07/23/2025		Finish first draft of MSJ [REDACTED]; seek input from atty CK/KC	00732-Dow CSD VAN ZANDT LLC	Nicole Feragen	7.20h	\$325.00	-	\$2,340.00
					[REDACTED]		[REDACTED]	[REDACTED]

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Activities Export

08/11/2025
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
07/24/2025	🕒	Analyze and seek input from attys CK/KC on [REDACTED] MSJ, strategy considerations ● Unbilled	00732-Dow CSD VAN ZANDT LLC	Nicole Feragen	0.20h	\$325.00	-	\$65.00
07/14/2025	🕒	Docket call with atty CK to discuss strategy on MSJ filings, [REDACTED] ● Billed invoice	00732-Dow CSD VAN ZANDT LLC	Nicole Feragen	0.40h	\$325.00	-	\$130.00
07/25/2025	🕒	Review/begin to incorporate atty HC comments on bill of review MSJ, [REDACTED] ● Unbilled	00732-Dow CSD VAN ZANDT LLC	Nicole Feragen	0.60h	\$325.00	-	\$195.00
08/05/2025	🕒	Continue researching, drafting MSJ to address victim of mistake and no self-negligence prongs of bill of review standard, no evidence arguments ● Unbilled	00732-Dow CSD VAN ZANDT LLC	Nicole Feragen	4.00h	\$325.00	-	\$1,300.00
08/07/2025	🕒	Continue to finalize MSJ arguments on other two prongs of bill of review process, no-evidence arguments ● Unbilled	00732-Dow CSD VAN ZANDT LLC	Nicole Feragen	2.00h	\$325.00	-	\$650.00
08/08/2025	🕒	Continue finalizing MSJ with all arguments, proper citations, exhibits, fact supports, and draft	00732-Dow CSD VAN ZANDT LLC	Nicole Feragen	3.80h	\$325.00	-	\$1,235.00
					[REDACTED]		[REDACTED]	[REDACTED]

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Activities Export

08/11/2025

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)

affidavits

● Unbilled

08/09/2025		Review/respond to feedback from client on MSJ ● Unbilled	00732-Dow CSD VAN ZANDT LLC	Nicole Feragen	0.10h	\$325.00	-	\$32.50
08/11/2025		Review signed affidavit of Robert Dow for incorporation into MSJ filing ● Unbilled	00732-Dow CSD VAN ZANDT LLC	Nicole Feragen	0.10h	\$325.00	-	\$32.50

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

James Barnett on behalf of Nicole Feragen

Bar No. 24106935

james@sullivanlawoffices.com

Envelope ID: 104278681

Filing Code Description: Motion (No Fee)

Filing Description: Defendant's Traditional and No-Evidence Motion for Summary Judgment

Status as of 8/12/2025 3:32 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Corey Kellam		Corey@SullivanLawOffices.com	8/12/2025 2:45:22 PM	SENT
Kent Canada		kent@sullivanlawoffices.com	8/12/2025 2:45:22 PM	SENT
Nicole Feragen		Nicole@sullivanlawoffices.com	8/12/2025 2:45:22 PM	SENT
Courtney Woodruff		courtney.woodruff@sullivanlawoffices.com	8/12/2025 2:45:22 PM	SENT
Udo Birnbaum		brnbn@aol.com	8/12/2025 2:45:22 PM	SENT