

CLERK'S RECORD
Volume 1 of 1
Trial Court Cause No. 21-00105

In the 294th Judicial District Court
Of Van Zandt County, Texas
Honorable Chris Martin, Judge Presiding

UDO BIRNBAUM, PLAINTIFF

VS.

CSD VAN ZANDT DEFENDANT

Attorney for appellant(s):

Name: UDO BIRNBAUM PRO SE

PO BOX 4281

PALESTINE, TX 75802

Telephone No. 903-802-9669

Fax No. NA

SBOT No. NA PRO SE

Attorney For: PLAINTIFF

Delivered to the Twelfth Court of Appeals, 1517 West Front Street, Suite 354
Tyler, TX 75702

On the 18th day of JANUARY, 2024,

Signature of Clerk/s/Peggy Cassell

Name of Clerk Karen Wilson

Title District Clerk

Appellate Court Cause No. 12-23-00282-CV

Filed in the _____
this _____ day of _____.

KAREN WILSON Clerk
PEGGY CASSELL Deputy

CAPTION

The State of Texas
County of Van Zandt

In the Judicial district Court of Van Zandt County, Texas the Honorable Chris Martin, Judge Presiding, the following proceedings were held and the following instruments and other papers were filed in this cause to-wit:

**Trial Court Cause 22-00105
12-23-00282-CV**

**UDO BIRNBAUM
PLAINTIFF
VS
CSD VAN ZANDT LLC
DEFENDANTS**

**IN THE 294TH DISTRICT COURT
OF
VAN ZANDT COUNTY, TEXAS**

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Tara Waymire

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

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IN THE DISTRICT COURT

vs.

294TH JUDICIAL DISTRICT

UDO BIRNBAUM
Defendant

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.

- 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.*

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

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

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

EXHIBIT B

CAUSE NO. _____

CSD VAN ZANDT LLC
Plaintiff

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§

IN THE DISTRICT COURT

v.

___ JUDICIAL DISTRICT

UDO BIRNBAUM
Defendant

VAN ZANDT COUNTY, TEXAS

AFFIDAVIT OF ROBERT O. DOW

STATE OF TEXAS :
 :
COUNTY OF DALLAS :

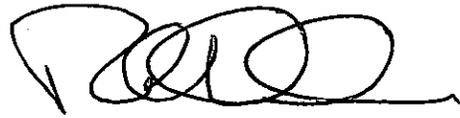
Before me, the undersigned notary public, on this day personally appeared Robert Dow, who after being duly sworn, on his oath stated:

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

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.

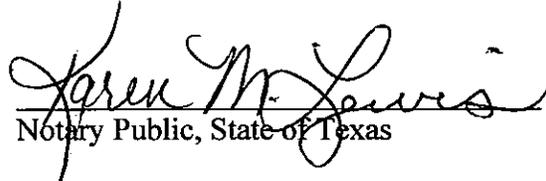
5. Attached hereto as Attachments 1-5 are the: (1) Warranty Deed with Vendor's Lien Conveying Subject Property from Lisa Leger Girot, Patricia Moore Barclay, and James T. Moore, III to CSD Van Zandt LLC; (2) Notice to Vacate Letter sent to Defendant on June 30, 2022 and USPS Green Card; (3) Images of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

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



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 21, 2022

Grantor: PATRICIA MOORE BARCLAY, A SINGLE WOMAN

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

Grantor: JAMES T. MOORE III, A SINGLE MAN

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

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

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

Grantee: CSD VAN ZANDT, A TEXAS LIMITED LIABILITY COMPANY

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

Consideration:

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

Property (including improvements):

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

Reservations from Conveyance and Warranty: NONE

Exceptions to Conveyance and Warranty:

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

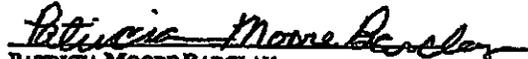
improvements; all rights, obligations, and other matters arising from and existing by reason any governmental or other entity authorized to establish regulations and assess taxes and liens, including, but not limited to, the county where the property is located and water improvement districts; applicable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

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

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

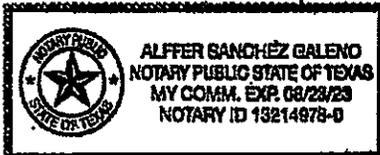
SANGER BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of SANGER BANK and are transferred to SANGER BANK,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

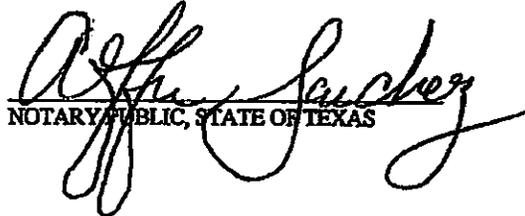
When the context requires, singular nouns and pronouns include the plural.


PATRICIA MOORE BARCLAY

STATE OF TEXAS §
COUNTY OF Von Zandt §

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

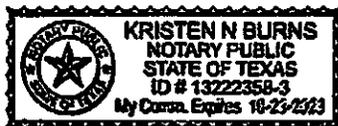



NOTARY PUBLIC, STATE OF TEXAS

James T. Moore III
JAMES T. MOORE III

STATE OF TEXAS §
COUNTY OF Nacogdoches §

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



Kristen N. Burns
NOTARY PUBLIC, STATE OF TEXAS

Lisa Leger Girot
~~LISA LEGER GIROT~~

STATE OF LOUISIANA §
PARISH OF Calcasieu §

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

Donna L. Brown
NOTARY PUBLIC, STATE OF
LOUISIANA

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

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

AFTER RECORDING RETURN TO:

NDRE III LLC

EXHIBIT "A"

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

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

THENCE with said County Road 2916, the West line of said 96.60 acre tract, a called 52.48 acre tract, described as Tract 1 in Said Volume 2255, Page 113, and the residue of a called 105.73 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 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.

Attachment 2



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

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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

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:

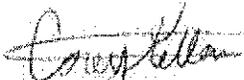
Notice is hereby given and demand is hereby made that you vacate the Premises by the 30th day after the date of receipt of this notice. Specifically, you are demanded to vacate as our client, CSD Van Zandt LLC, hereby terminates your tenancy at will. This notice is given and demand is made as provided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

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

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.

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.

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.

7034 2120 0001 7709 2678

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only**

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OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

88.125

Postmark
Here

Sent To Udo Bimbaum

Street & Apt. No.
or PO Box No.

City, State, ZIP+4

PS Form 3800, October 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- 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.

1. Article Addressed to:

Udo Birnbaum
 540 VZ County Road 2916
 Eustace, TX 75124

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X Bin Loden Agent Addressee

B. Received by (Printed Name) U. Birnbaum C. Date of Delivery 7/14/2013

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

2. ZIP+4® 7014 2120 0001 7709 2678

UNITED STATES POSTAL SERVICE



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

• Sender: Please print name, address, and ZIP+4® in this box •

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

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

NDRE (ALW)

JUL 19 2008

88.125

Attachment 3





Attachment 4



**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
AID A000Q000980840

Verified By PIN
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 90664 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
Gift*

7/20/2022

paint, padlocks + chain

** Birnbaum cut +
removed our chain +
Lock*

Attachment 5

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
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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

Attorneys at Law
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 TYLER, TEXAS 75701
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 FACSIMILE: (903) 534-1650
 IMMIGRATION: (903) 592-8186
 WWW.FLOWERSDAVIS.COM
 LONGVIEW OFFICE:
 1516 JUTSON ROAD
 LONGVIEW, TEXAS 75601
 TELEPHONE: (903) 757-8900
 FACSIMILE: (903) 757-8902

~~ROBERT S. DAVIS
 CHAD C. ROOK
 LEE I. CORREA
 ROBIN H. O'DONOHUE
 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~~

Notice to Vacate Property

Aug 4, 2022
~~June 30, 2022~~

~~CSD Van Zandt LLC~~

~~Udo Birnbauer and Occupant(s) of the Property~~ *c/o Flowers Davis*
~~540 VZ County Road 2916~~ *1021 ESE LOOP 323, Suite 200*
~~Eustace, TX 75124~~ *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. Birnbauer~~ 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 ~~cdk@flowersdavis.com~~
 @ 903 802-9669 BRNBAM@AOL.COM

~~Udo Birnbauer~~
 UDO BIRNBAUM

Sincerely,

 Corey R. Kellam,
 Attorney at Law

NOTICE TO VACATE PREMISES

CSD Van Zandt, LLC

SQUATTING ON

TO: ~~UDD 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, *I* ~~CSD Van Zandt LLC~~ *I* 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.~~

AUG. 4, 2022

Dated: ~~June 30, 2022~~

*UDD 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~~

Udd Birnbaum

By: *Corey R. Kellam*
~~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



1000



75701

U.S. POSTAGE PAID
CANTON, TX
PERMIT NO. 92
AND UNIT
\$7.95
R2311 E156824 08

75701-960750

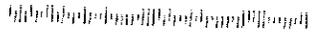


EXHIBIT C

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

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

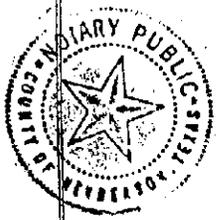
THE STATE OF TEXAS |
COUNTY OF HENDERSON |

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 1:21 O'CLOCK PM
STEVE GANDY, CLERK COUNTY COURT, VAN ZANDT COUNTY, TEXAS. BY D. Gill DEPUTY

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

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.

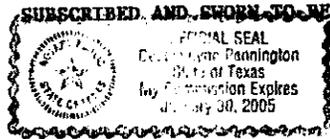
TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GWENDOLY WRIGHT THIBODEAUX, her heirs and assigns forever, and I do hereby bind ourselves, and our heirs, executors and administrators, to Warranty 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 Padington
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Apr 12, 2002 at 01:38P

Document Numbers: 00026857

Amount 11.00

By
Diana Smith
Elizabeth Everitt, County Clerk
Van Zandt County

STATE OF IOWA 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

EXHIBIT E

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.

- 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

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

EXHIBIT F

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

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:

CURTIS & ALEXANDER
PO BOX 1274

GREENVILLE, TX 75403



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 %

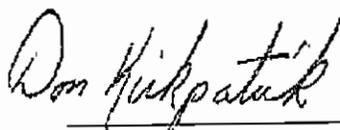
Patricia Moore Barclay, an adult.
 Address: 4707 Norwich Way, Missouri City, Texas 77459-2814
 Relationship: Niece of Decedent
 Share of Real Property: 25 %



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 19, 2021

Susan Strickland, County Clerk, Van Zandt County, Texas

By: 

Deputy

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
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:

Angie E. [Signature]
Marie [Signature]
Margie Smith
Tracie K. Guidry
Donna L. Brown
LOUIS THIBODEAUX

NOTARY PUBLIC

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

FILED *March 24, 2020*
[Signature]
DEPUTY CLERK OF COURT
JENNINGS-JEFF DAVIS PARISH
A TRUE COPY-ATTEST

EXHIBIT H

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

A TRUE COPY OF THE ORIGINAL
 JENNINGS, LA January 24, 2020
[Signature]
 DEPUTY CLERK OF COURT
 JEFFERSON DAVIS PARISH

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

Tara Waymire

CAUSE NO. 22-00105

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

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.*

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

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.

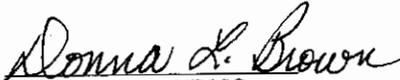
Mr. Thibodeaux was referred to me as a client by Chris Duncan, the Mayor of Sulphur, to assist him in his affairs early 2017. Mr. Thibodeaux was a Veteran of the Korean war. I serve on the Mayor's Armed Forces Committee and do volunteer work for Veterans. This is how I came to know Mr. Thibodeaux. Through 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



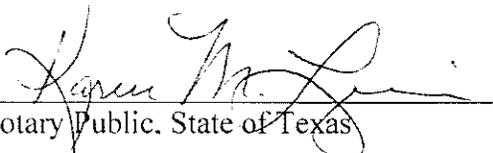
NOTARY PUBLIC

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

EXHIBIT B

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

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 21, 2022

Grantor: PATRICIA MOORE BARCLAY, A SINGLE WOMAN

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

Grantor: JAMES T. MOORE III, A SINGLE MAN

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

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

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

Grantee: CSD VAN ZANDT, A TEXAS LIMITED LIABILITY COMPANY

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

Consideration:

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

Property (including improvements):

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

Reservations from Conveyance and Warranty: NONE

Exceptions to Conveyance and Warranty:

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

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

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

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

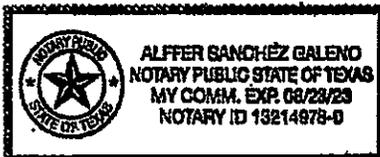
SANGER BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of SANGER BANK and are transferred to SANGER BANK,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

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


PATRICIA MOORE BARCLAY

STATE OF TEXAS §
COUNTY OF Von Zandt §

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



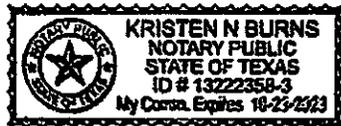

NOTARY PUBLIC, STATE OF TEXAS

James T. Moore III
JAMES T. MOORE III

STATE OF TEXAS §

COUNTY OF Waco §

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



Kristen N. Burns
NOTARY PUBLIC, STATE OF TEXAS

Lisa Leger Girot
~~LISA LEGER GIROT~~

STATE OF LOUISIANA §
PARISH OF Calcasieu §

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

Donna L. Brown
NOTARY PUBLIC, STATE OF
LOUISIANA



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

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

AFTER RECORDING RETURN TO:

NDRE III LLC

EXHIBIT "A"

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

BEGINNING at a Point in County Road 2916, the West line of a called 96.60 acre tract, described as Tract 2 in a deed from Jerry D. Robbins and Vicky A. Robbins to The Texas 4 R'S, LP, dated July 19, 2007 and recorded in Volume 2255, Page 113, and the common line of said P. Young Survey and the A. Flowers Survey, Abstract No. 264, and being at the Northeast corner of said 74.507 acre tract, Tract 1 and the Southeast corner of a called 5.00 acre tract as described in a deed from Fannie Mae to Paul G. Colter and Lindsay K. Colter, 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. 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 105.73 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 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.

Attachment 2

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

88-1730/1119

1009

DATE 10/11/2022

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

S **SANGER BANK**
PH. 940-458-4600 PH. 940-872-8800
P.O. BOX 1029 P.O. BOX 979
SANGER, TEXAS 76266 BOWIE, TEXAS 76230

[Handwritten Signature]

MEMO

RS2761



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

 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 *

70 85-80

Where available, security features and/or integrity guidelines

Check for the alpha Paper and the beta Paper may consist of chemical characteristics of the paper and the alpha and beta Paper.

Color Addressed Paper: * Color image on reverse side of paper is not visible. * Color image on reverse side of paper is not visible.

Color Document Paper: * Discourages the use of plastic sleeves.

Microprinting: * MP Small lines in check elements appear as dotted lines when copied.

Heat Sensitive Ink: * Hold red image with fingers or breathe on it. The image will fade and disappear.

Hologram: * Multi-colored foil used to check status. Cannot be photocopied.

True Watermark: * Hold check to a light source to view. Cannot be photocopied.

All Copy Technology: * Document made with technology to prevent most copies from creating a usable copy.

Available on select High Security Checks.

* Backed by the participation of the Check Payment Systems Association.

VAN ZANDT APPRAISAL DISTRICT
 P O BOX 926
 CANTON TX 75103

2022 TAX STATEMENT

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 PAID IN	*ADDN FEES	AMOUNT DUE
IF PAYMENT RECEIVED IN -> 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



SR32761

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% SVR	APPR	TXBL	RATE	TAX	CHNGER	1YR	TAX
234	108.3	52.56	-33.5	1.350	8.382			
ESD3	108.3	52.56	25.31	91.17	78.10			
SRT	108.3	52.56	0	52.55	33.92			

ENTITY	2017 APPRAISED VALUE	2018 APPRAISED VALUE	2019 APPRAISED VALUE	2020 APPRAISED VALUE	2021 APPRAISED VALUE															
234	146650	0.5158	756.49	9.961	184280	0.5158	950.60	25.65	182730	0.5142	939.65	-1.15	179370	0.4884	861.74	-8.29	167850	0.4234	707.41	-17.9
ESD3	146650	0.0798	117.03	3.566	184280	0.0798	147.05	25.66	182730	0.0792	144.72	-1.59	179370	0.0770	138.11	-4.56	167850	0.0752	125.62	-9.04
SRT	146650	0.1000	146.65	3.566	184280	0.1000	184.28	25.65	182730	0.1000	182.73	-0.04	179370	0.1000	179.37	-1.83	167850	0.1000	167.05	-6.86

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.

- IF YOUR MORTGAGE COMPANY PAYS YOUR TAXES, THEN MAIL THIS STATEMENT TO THEM.
- 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 PAID IN	*ADDN FEES	AMOUNT DUE
IF PAYMENT RECEIVED IN -> 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



SR32761

10/4/2022 OFFICE USE ONLY



UNITED STATES
POSTAL SERVICE®

Click-N-Ship®

P

usps.com 9405 5036 9930 0368 1899 27 0102 0000 0017 5103

\$10.20

US POSTAGE

Legal Flat Rl Env

U.S. POSTAGE PAID



10/11/2022

Mailed from 75220

986780198917865

PRIORITY MAIL®

ROBERT O DOW

Expected Delivery Date: 10/12/22

GLO

STE 130

0000

4347 W NORTHWEST HWY

DALLAS TX 75220-3866

B008



VAN ZANDT APPRAISAL DISCTRICK
PO BOX 926
CANTON TX 75103-0926

USPS TRACKING #



9405 5036 9930 0368 1899 27

Electronic Rate Approved #038555749



X

PANOLA HOLDINGS LLC
CSD VAN ZANDT LLC
PH. (940) 218-6680
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 and 88/100

DOLLARS

Heat Reactive Ink



[Handwritten Signature]

MEMO 070-0978 - 0580 - 0000 - 0000



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

 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 *

RS 100

When available, security features should follow guidelines:

Chemically Sensitive Paper and Charcoal Varnish Technology	• Smells or smells may appear if chemical degradation and signs are noted.
Color Reflection Properties	• Color should be clear and uniform throughout without any degradation or color change.
Copy or Document Exam Features	• All security features should be visible.
Microprinting	• All security features should be visible upon close inspection.
Heat Sensitive Ink	• No dry residue, ink leakage or streaks on the surface of the media and substrate.
Hologram	• Multi-directional view used to check color, contrast, and appearance.
True Watermark	• Held up to a light source to view. Cannot be photocopied.
Anti-Copy Technology	• Document media with technology to prevent most copiers from creating a usable copy.

Authenticate and Audit High Security Checks.

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2022 TAX STATEMENT

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

Property Description										
Account Number 070-0978-0580-0000-0000 TYPE-E1 PCT OWN-100.000 LIMITED TXBL VALUE----> 223,730 RATIO OF ASSESSMENT, 100% ACRES:148.120, ABST: 978, SUR: P YOUNG, LOC-000540 VZ COUNTY ROAD 2916 ACRES- 148.120										
Market Value	Improvements			Agriculture Value	Non-Ag Value		Taxable Before Exemptions			
978,040	186,010			25,160	12,560		223,730			
Taxing Entity	HS	65/DIS	DV	OTH	TAXABLE	RATE	TAX DUE	MO	DIS/PEN	AMT DUE
ATHENS ISD					223,730	1.2536900	2,804.88	OCT		2,804.88
PLEASE PAY THE AMOUNT DUE FROM THE CHART BELOW ...								NOV		2,804.88
								DEC		2,804.88
								JAN		2,804.88
								FEB	196.34	3,001.22
								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

39505

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	3,057.32



ACCT#
070-0978-0580-0000-0000

STMT# 2022 023221

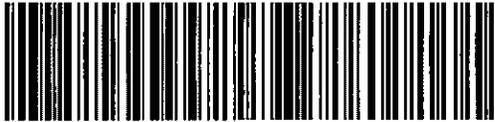
A COMPARISON OF TAXES FOR THE CURRENT TAX YEAR VERSUS THE PRECEDING 5 YEARS

2022 Appr Value		223,730				2021 Appr Value		167,050				2020 Appr Value		179,370				2019 Appr Value		182,730				2018 Appr Value		184,280				2017 Appr Value		146,650			
ENT	TAXABLE	RATE	LEVY	%	CHG	ENT	TAXABLE	RATE	LEVY	%	CHG	ENT	TAXABLE	RATE	LEVY	%	CHG	ENT	TAXABLE	RATE	LEVY	%	CHG	ENT	TAXABLE	RATE	LEVY	%	CHG	ENT	TAXABLE	RATE	LEVY	%	CHG
AT	223,730	.012536	2,804.88	32.09		AT	167,050	.012710	2,123.36	-11.36		AT	179,370	.013355	2,395.65	-4.24		AT	182,730	.013690	2,501.74	-5.49		AT	184,280	.014364	2,647.13	25.66		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	M&O TAX	PCT	I&S RATE	I&S TAX	PCT
2022	.0085460	1,911.99	31.26	.0039909	892.89	33.92
2021	.0087200	1,456.67	-13.28	.0039909	666.69	-6.86
2020	.0093650	1,679.80	-5.22	.0039909	715.85	-1.83
2019	.0097000	1,772.48	-7.28	.0039909	729.26	-.84
2018	.0103738	1,911.68	25.66	.0039909	735.45	25.65
2017	.0103738	1,521.31		.0039909	585.27	

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.

 Click-N-Ship®	
P	usps.com 9405 5036 9930 0369 5611 59 0102 0000 0027 5751 \$10.20 US POSTAGE Legal Flat Rt Env
	U.S. POSTAGE PAID  10/12/2022 Mailed from 75220 986780024863250
PRIORITY MAIL®	
ROBERT O DOW GLO STE 130 4347 W NORTHWEST HWY DALLAS TX 75220-3866	Expected Delivery Date: 10/14/22 0000 <div style="border: 1px solid black; padding: 2px; display: inline-block;"> C002 </div>
	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	

X
 Cut on perforated line.

EXHIBIT C

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

§
§
§
§
§
§
§

IN THE DISTRICT COURT

v.

294TH JUDICIAL DISTRICT

UDO BIRNBAUM
Defendant

VAN ZANDT COUNTY, TEXAS

AFFIDAVIT OF 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:

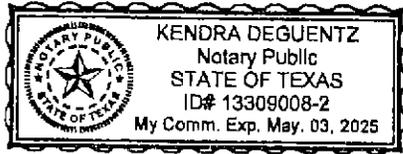
1. "My name is Corey R. Kellam. I am over 18 years of age, of sound mind, and capable of making this Affidavit. I have not been convicted of a felony or crime involving moral turpitude.
2. I have reviewed *Plaintiff's Traditional Motion for Summary Judgment* and have personal knowledge of all facts contained 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."

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

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. 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

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:

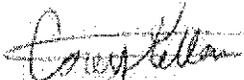
Notice is hereby given and demand is hereby made that you vacate the Premises by the 30th day after the date of receipt of this notice. Specifically, you are demanded to vacate as our client, CSD Van Zandt LLC, hereby terminates your tenancy at will. This notice is given and demand is made as provided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

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

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.

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.

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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OFFICIAL USE

7034 2120 0001 7709 2678

Postage	\$	88.125 Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To Udo Bimbaum
 Street & Apt. No.,
 or PO Box No.
 City, State, ZIP+4

PS Form 3800, October 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- 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.

1. Article Addressed to:

Udo Birnbaum
 540 VZ County Road 2916
 Eustace, TX 75124

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X Bin Loden Agent Addressee

B. Received by (Printed Name) C. Date of Delivery
 U. Birnbaum 7/14/2013

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

2. ZIP+4® 7014 2120 0001 7709 2678

UNITED STATES POSTAL SERVICE



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

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

• Sender: Please print name, address, and ZIP® in this box •

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

NDRE (ALW)

88.125

Attachment 2

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

081 286

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.

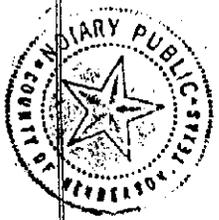
T. C. Travis
T. C. Travis

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 PM
STEVE GANDY, CLERK COUNTY COURT, VAN ZANDT COUNTY, TEXAS. BY D. Gill DEPUTY

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

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.

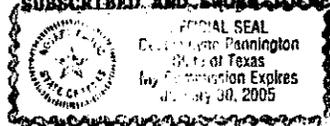
TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GWENDOLY WRIGHT THIBODEAUX, her heirs and assigns forever, and I do hereby bind ourselves, and our heirs, executors and administrators, to Warranty 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 SHOWN TO BEFORE ME~~ THIS 12th DAY OF APRIL 2002



Heather Padington
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Apr 12, 2002 at 01:38P

Document Numbers: 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

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.

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

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

Attachment 5

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

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:

CURTIS & ALEXANDER
PO BOX 1274

GREENVILLE, TX 75403



4/13/2021 3:19 PM

15622

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 %

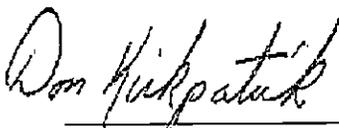
Patricia Moore Barclay, an adult.
 Address: 4707 Norwich Way, Missouri City, Texas 77459-2814
 Relationship: Niece of Decedent
 Share of Real Property: 25 %



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 562.109. Witness my hand and seal of office on April 17, 2021

Susan Strickland, County Clerk, Van Zandt County, Texas

By: 
Deputy

Attachment 6

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.

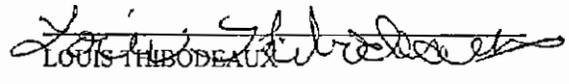
4.

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.

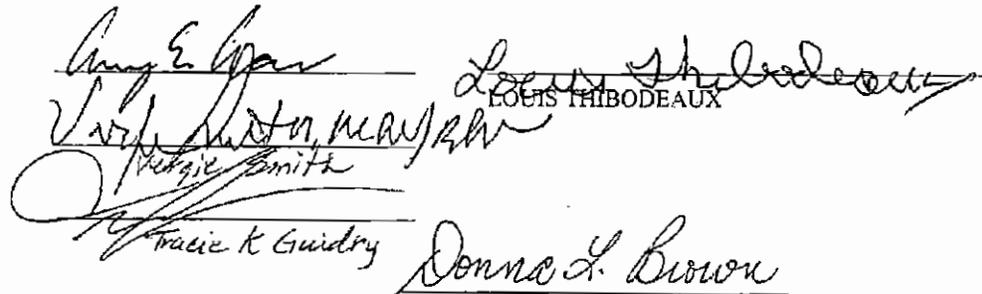
Once all debts have been paid I bequeath any sums remaining in my account be released to LISA LEGER GIROT.

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:


ANGIE E. [unclear]
LOUIS THIBODEAUX
MARGIE SMITH
DONNA L. BROWN

NOTARY PUBLIC

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

FILED ¹⁰²  04, 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

A TRUE COPY OF THE ORIGINAL
 JENNINGS, LA January 24, 2020
[Signature]
 DEPUTY CLERK OF COURT
 JEFFERSON DAVIS PARISH

Attachment 8

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: acavasoz
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



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

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.

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
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.

Carol S Goley
Notary Public - State of Texas

My Commission Expires: 7/16/23

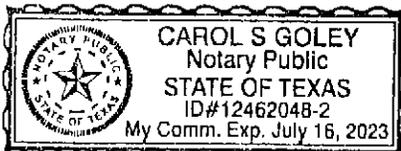
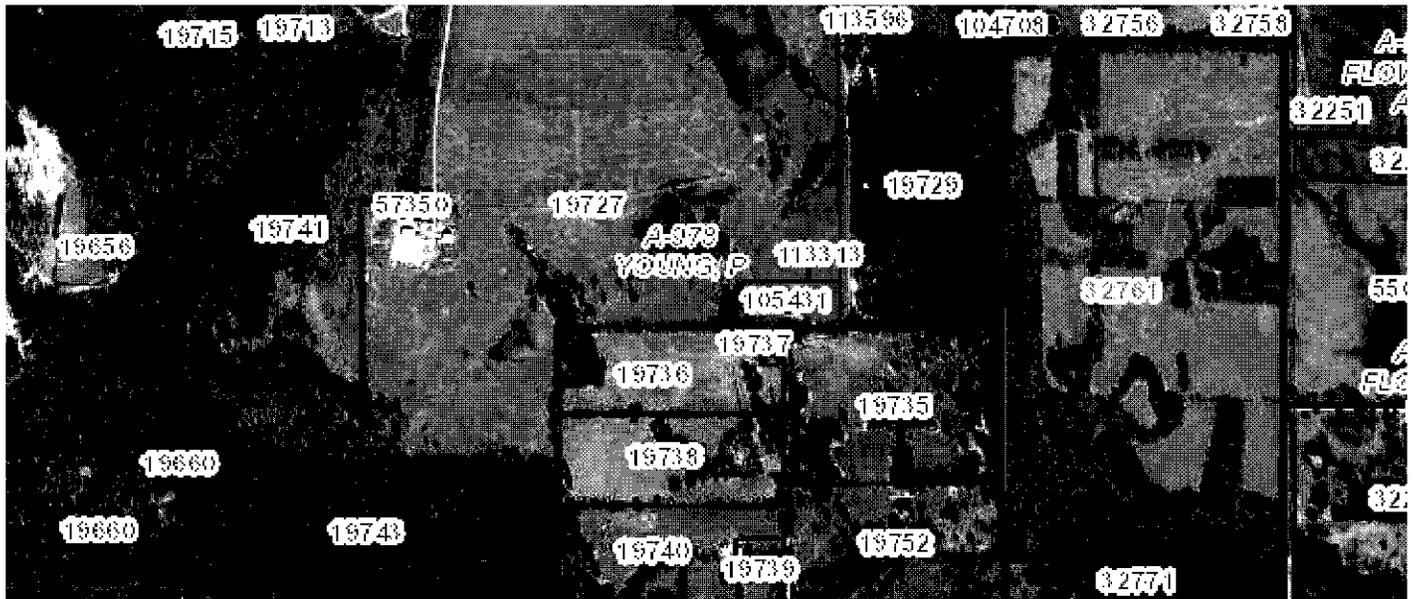


EXHIBIT E

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%

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

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

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



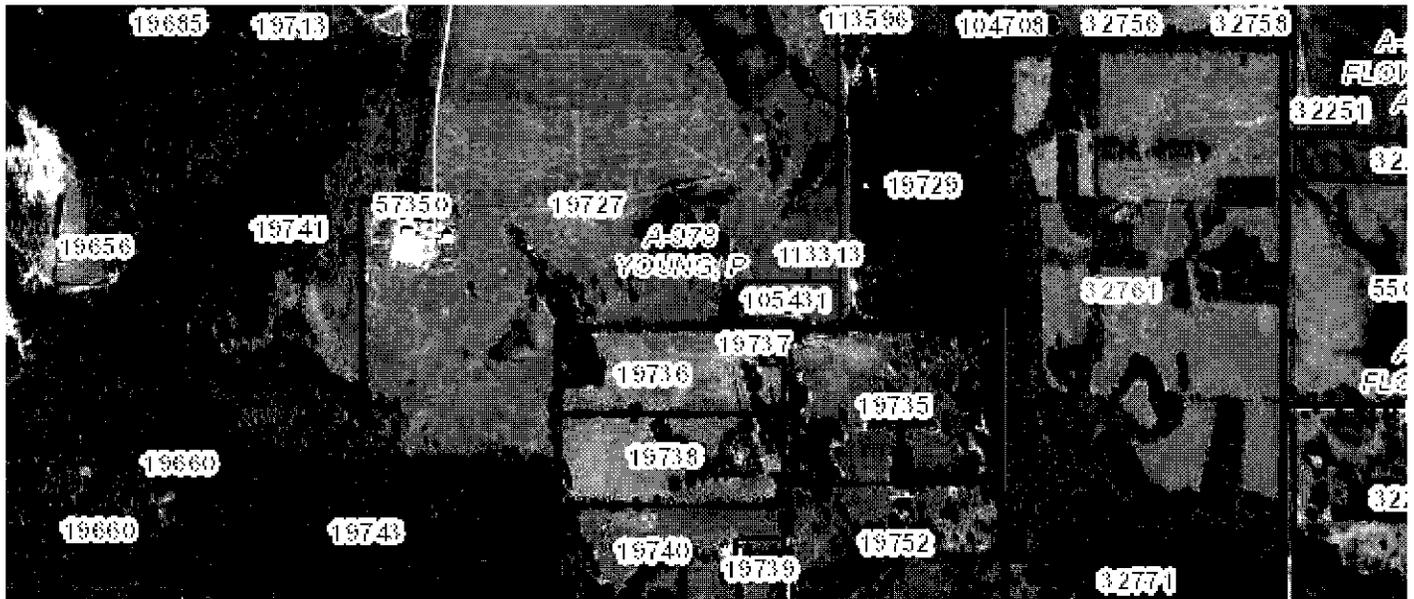
Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount/Penalty & Interest	Attorney Fees	Amount Due
2022	VAN ZANDT COUNTY	\$223,730	\$766.71	\$766.71	\$0.00	\$0.00	\$0.00	\$0.00

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

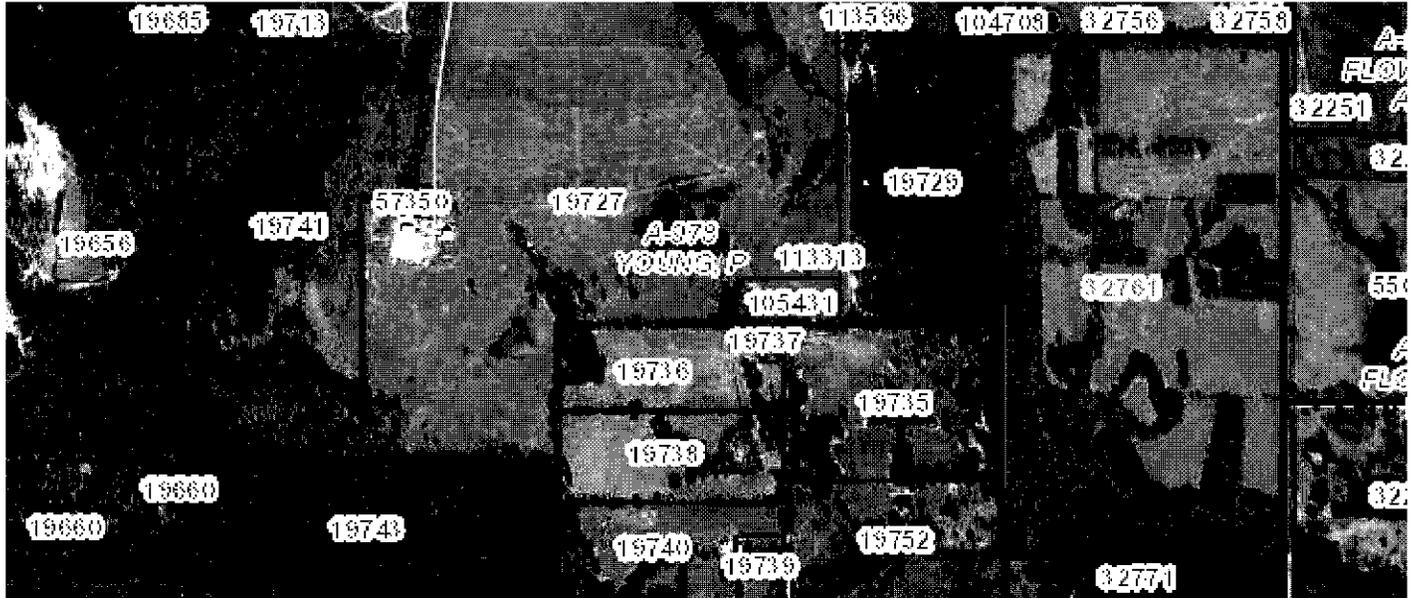
2022	EMERGENCY SERVICE DIST 3	\$223,730	\$223.73	\$223.73	\$0.00	\$0.00	\$0.00	\$0.00
2022	VZC SPECIAL ROAD TAX	\$223,730	\$223.73	\$223.73	\$0.00	\$0.00	\$0.00	\$0.00
	2022 Total:		\$1,214.17	\$1,214.17	\$0.00	\$0.00	\$0.00	\$0.00
2021	VAN ZANDT COUNTY	\$167,050	\$707.41	\$707.41	\$0.00	\$0.00	\$0.00	\$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
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	

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

****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
	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

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

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If Paid:

10/20/2022



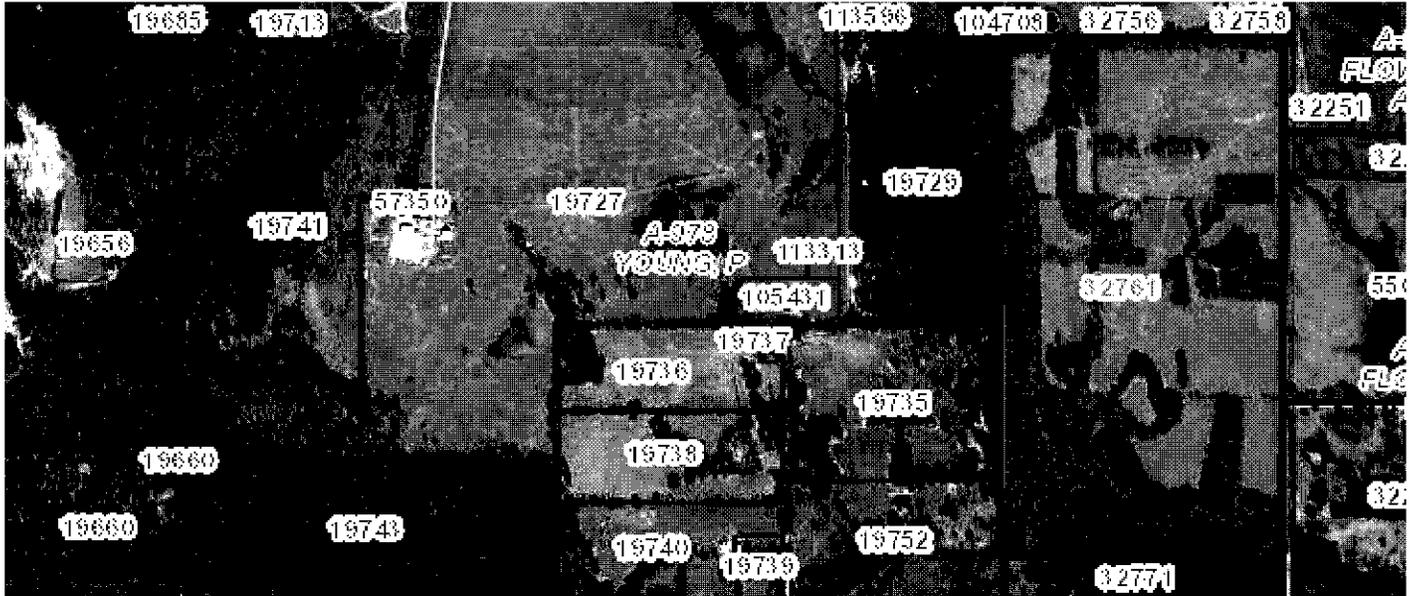
Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount/Penalty & Interest	Attorney Fees	Amount Due
2022	VAN ZANDT COUNTY	\$223,730	\$766.71	\$766.71	\$0.00	\$0.00	\$0.00	\$0.00

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
	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 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

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
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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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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
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	2014 Total:		\$745.92	\$745.92	\$0.00	\$0.00	\$0.00	\$0.00
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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
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	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

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

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 DIISTRICT

v.

\$

ROBERT O. DOW
COREY KELLAM
CELIA C. FLOWERS
VAN ZANDT COUNTY
Cross Defendants

\$ VAN ZANDT COUNTY, TX

\$

WALTER WILSON
DIST CLERK VAN ZANDT CO. TX
BY *Jana Waymire*

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

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

Exhibits

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

Defendant contests and opposes all

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

Intro to the fraud of bringing for hearing by submission

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

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

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

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

(1) contested; or

Summary judgment is for AFTER discovery has shown that:

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

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

INTERROGATORY NO. 1:

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

INTERROGATORY NO. 2:

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

INTERROGATORY NO. 3:

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

At issue

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

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

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

INTERROGATORY NO. 1:

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

INTERROGATORY NO. 2:

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

INTERROGATORY NO. 3:

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

Re Jury Demand

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

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

Answer and Counterclaim – 1 page

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

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

Plaintiff's Traditional Motion for Summary Judgment – 113 pages

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

Details of the fraud

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

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

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

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

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

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

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

PRAYER

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

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



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

Certificate of Service

Copy today November 3, 2022 by CMRR 7021 2720 0002 2602 3251 to
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 \$ VAN ZANDT COUNTY, TX
CELIA C. FLOWERS \$
VAN ZANDT COUNTY \$
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.

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

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

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

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

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

Summary

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

PRAYER

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

Udo Birnbaum

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: *Sara 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

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



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



WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF VAN ZANDT

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

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

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

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

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

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

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

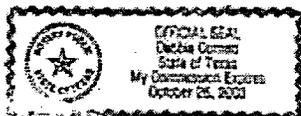
EXECUTED this the 29th day of April, 2002.

Gwendolyn Wright Thibodeaux
Gwendolyn Wright Thibodeaux

THE STATE OF TEXAS
COUNTY OF VAN ZANDT

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

Albrie Cornett
Notary Public, State of Texas



WARRANTY DEED

THE STATE OF LOUISIANA
PARRISH OF Calcasieu

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

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

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

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

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

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

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

EXECUTED this 3 day of April, 2017

Louis Thibodeaux
Louis Thibodeaux

THE STATE OF LOUISIANA
PARRISH OF Calcasieu

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

Lisa L. Girot
Notary Public, State of Louisiana

Lisa L. Girot
Notary # 008581
Calcasieu Parish, Louisiana
Commission Expires at Death

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

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

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

Lisa

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

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

3-31-2017

This is a REPEAT SEND of the MODIFIED document

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

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

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

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

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

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

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

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

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

Thanks

UDO BIRNBAUM
540 VZ County Road 2916
EUSTACE, TX 75124

903 479-3929
email: BRNBM@AOL.COM

In a message dated 3/28/2017 10:04:02 P.M. Central Daylight Time, Brnbnm@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: BRNBNM@AOL.COM

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

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

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

document is executed.

Lisa L. Girot

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

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

3-21-2107

Thank you,

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

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

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

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

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

Thank you very much.

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

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

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

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

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

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

He does not wish to have a lawyer, he wishes for us to help him and I am confident we can. Please have someone draft the document you would like reviewed and email it to our office. If I cannot understand it, I will have my son-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 poopi", or simply the astronomical FINES ON ME, just enter "\$62,885 \$125,770", with and without quotes, with or without the dollar signs or comma. Also "cranking crap into judgments".

I will try to establish phone contact.

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

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

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

Thank you-

Lisa

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

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:

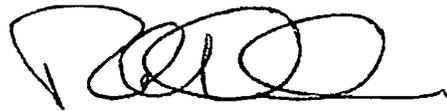
1. "My name is Robert O. Dow. I am over 18 years of age, of sound mind, and capable of making this Affidavit. I have not been convicted of a felony or crime involving moral turpitude.
2. I have reviewed *Plaintiff's Original Petition and Application for Temporary Injunction* and have personal knowledge 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

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.

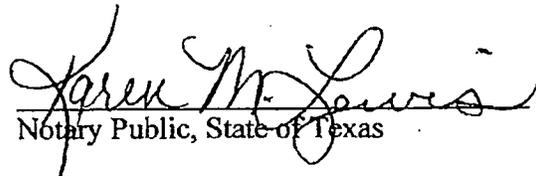
6. I understand that any false statements made in this Affidavit will subject me to penalties of perjury."

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.



Karen M. Lewis
Notary Public, State of 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

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§
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IN THE DISTRICT COURT

294TH JUDICIAL DISTRICT

VAN ZANDT COUNTY, TEXAS

AFFIDAVIT OF ROBERT DOW

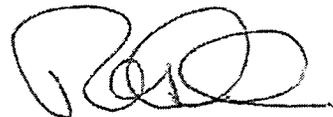
STATE OF TEXAS

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:

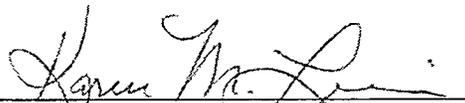
1. "My name is Robert Dow. I am over 18 years of age, of sound mind, and capable of making this Affidavit. I have not been convicted of a felony or crime involving moral turpitude.
2. I have reviewed *Plaintiff's Traditional Motion for Summary Judgment* and have personal knowledge of all facts contained 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

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



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



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

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.

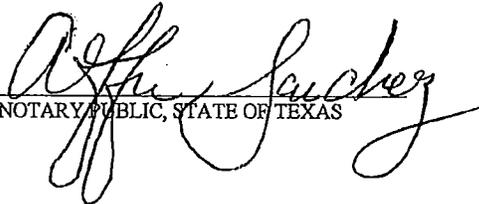
SANGER BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of SANGER BANK and are transferred to SANGER BANK,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

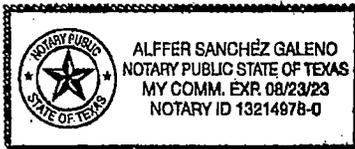
When the context requires, singular nouns and pronouns include the plural.


PATRICIA MOORE BARCLAY

STATE OF TEXAS §
COUNTY OF Ven Zant §

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

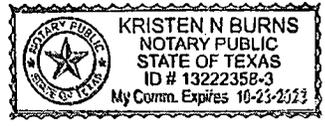

NOTARY PUBLIC, STATE OF TEXAS



James T. Moore III
JAMES T. MOORE III

STATE OF TEXAS §
COUNTY OF Nacogdoches §

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



Kristen N. Burns
NOTARY PUBLIC, STATE OF TEXAS

Lisa Leger Giroit
LISA LEGER GIROT

STATE OF LOUISIANA §
PARISH OF Calcasieu §

This instrument was acknowledged before me on the 25th day of June, 2022 by
LISA LEGER GIROT.

Donna L. Brown
NOTARY PUBLIC, STATE OF
LOUISIANA

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

PREPARED IN THE LAW OFFICE OF:

Celia C. Flowers
Attorney at Law
1021 ESE Loop 323, Suite 200
Tyler, Texas 75701

AFTER RECORDING RETURN TO:

NDRE III LLC

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

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

\$

FILED FOR RECORD
2022 DEC 12 PM 2:05
KAREN WILSON
CLERK
VAN ZANDT CO. TX
DEP

MOTION FOR RCP 190.4 LEVEL 3
DISCOVERY CONTROL PLAN

COMES NOW Defendant UDO BIRNBAUM:

Both Plaintiff and Defendant, by pleadings, have already moved for such.

Both Plaintiff and Defendant have already asked for trial by jury. The jury fee has already been paid.

However, out of an abundance of precaution, Defendant moves again by this separate Motion.


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

Certificate of Service

Copy today December 12, 2022 by Regular Mail to Katryna R. Watkins, Flowers Davis, 1021 ESE Loop 323, Suite 200, Tyler, Texas 75701

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff/Counter Defendant

v.

\$ IN THE DISTRICT COURT

UDO BIRNBAUM
Defendant/Cross Plaintiff

v.

\$ 294TH JUDICIAL DISTRICT

ROBERT O. DOW,
COREY KELLAM
CELIA C. FLOWERS
VAN ZANDT COUNTY
Cross Defendants

\$

\$ VAN ZANDT COUNTY, TX

FILED FOR RECORD
2022 DEC 12 PM 2:06
KAREN WILSON
DIST. CLERK VAN ZANDT CO. TX

FIRST REQUEST FOR PRODUCTION TO CSD VAN ZANDT LLC

PLEASE NOTE: Standard rules apply: responses to be verified, answers to be preceded by the question, 30 days, etc. Also RCP 197.2 Response to Interrogatories (d) Verification required; A responding party - **not an agent or attorney** as otherwise permitted by Rule 14 - must sign the answers under oath

PRODUCTION NO. 1:

Such documents as CSD Van Zandt LLC in paragraph 15 of Plaintiff's First Amended Original Petition claims show Plaintiff obtaining title to the 148.12 acre Premises "via a regular chain of conveyance from the sovereign", and specifically documents showing passage of conveyance of title through the 2021 belated probate by LISA L. GIROT of intestate GWENDOLYN WRIGHT THIBODEAUX estate of 2006, 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.")

PRODUCTION NO. 2:

Such deed, if any, conveying title to LISA GIROT, to have title to convey.

PRODUCTION NO. 3:

Such deed, if any, conveying title to PATRICIA MOORE BARCLAY, to have title to convey.

PRODUCTION NO. 4:

Such deed, if any, conveying title to JAMES T. MOORE III, to have title to convey.



UDO BIRNBAUM, *Pro Se*
540 VZ County Road 2916
Eustace, TX 75124
903 802-9669

Certificate of Service Nov. 25, 2022
CMRR 7021 2720 0002 2602 3268
Katryna R. Watkins, Flowers Davis
1021 ESE Loop 323, Suite 200
Tyler, TX 75701

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. \$ VAN ZANDT COUNTY, TX
ROBERT O. DOW

COREY KELLAM \$

CELIA C. FLOWERS \$

VAN ZANDT COUNTY
Cross Defendants

FILED FOR RECORD
2022 DEC 12 PM 2:07
KIMBERLY M. HARRIS, CLERK
DISTRICT CLERK, VAN ZANDT CO. 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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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

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.

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.

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/11Nrd0ZJUakRIi92-pk-j9YcWvgvy8fvE/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/1LGbi6mfVshI0S89a7dFhUkDKO9BJl6Ly/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/12wjzO4PGBEyBzxMHI02NlfmrUirWT5UC/view?usp=share_link

August 29, 2022, Defendant's *Answer and Counterclaim*, for \$850K.
https://drive.google.com/file/d/1XkDrIxrRyLnzHL-3qEiP8qYYTfZl_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/1GD6KYyIOPne04KQRGNcmF2Cs5b7hsksk/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/18vf-1JnVJkdZ-gMoFIYqoSAbtpHr0dSe/view?usp=share_link

Plaintiff's Traditional Motion for Summary Judgment thereon, and
https://drive.google.com/file/d/15ZUHvmszto_XEQhUM9Vb0FCR3KJ9CLZc/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/1WFVqoh8neDbttpIna5UJSZwSiFdRjUm/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/1Zj19rZGcTHjtSHynvdXFyMjdq5alqygs/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

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/1Zj19rZGcTHjtSHynvdXFyMjdq5alqygs/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 RCP166a(i) No Evidence
Page 6 of 9

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/12wizO4PGBEybZsMHI02NIfmrUirWT5UC/view?usp=share_link

Answer and Counterclaim – 1 page

https://drive.google.com/file/d/1XkDrIxrRyLnzHL-3qEiP8qYYTfZI_8Sv/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/1GD6KYyIOPne04KQRGNcmF2Cs5b7hsksk/view?usp=share_link

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

https://drive.google.com/file/d/18vf-IJnVJkdZ-gMoFlYoqSAbtpHr0dSe/view?usp=share_link

Plaintiff's Traditional Motion for Summary Judgment – 113 pages

https://drive.google.com/file/d/15ZUHymstzto_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/1LYBtIn9ZmhrJrWnToRpN6LCxaV6948uy/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/1WfVqoh8neDbtIpIa5UJSZwSiFdRJMUm/view?usp=share_link

Defendant's MSJ RCP166a(i) No Evidence

Page 7 of 9

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

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

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

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 1(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.

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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 .



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.



Not Respassing!

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, in any part thereof.

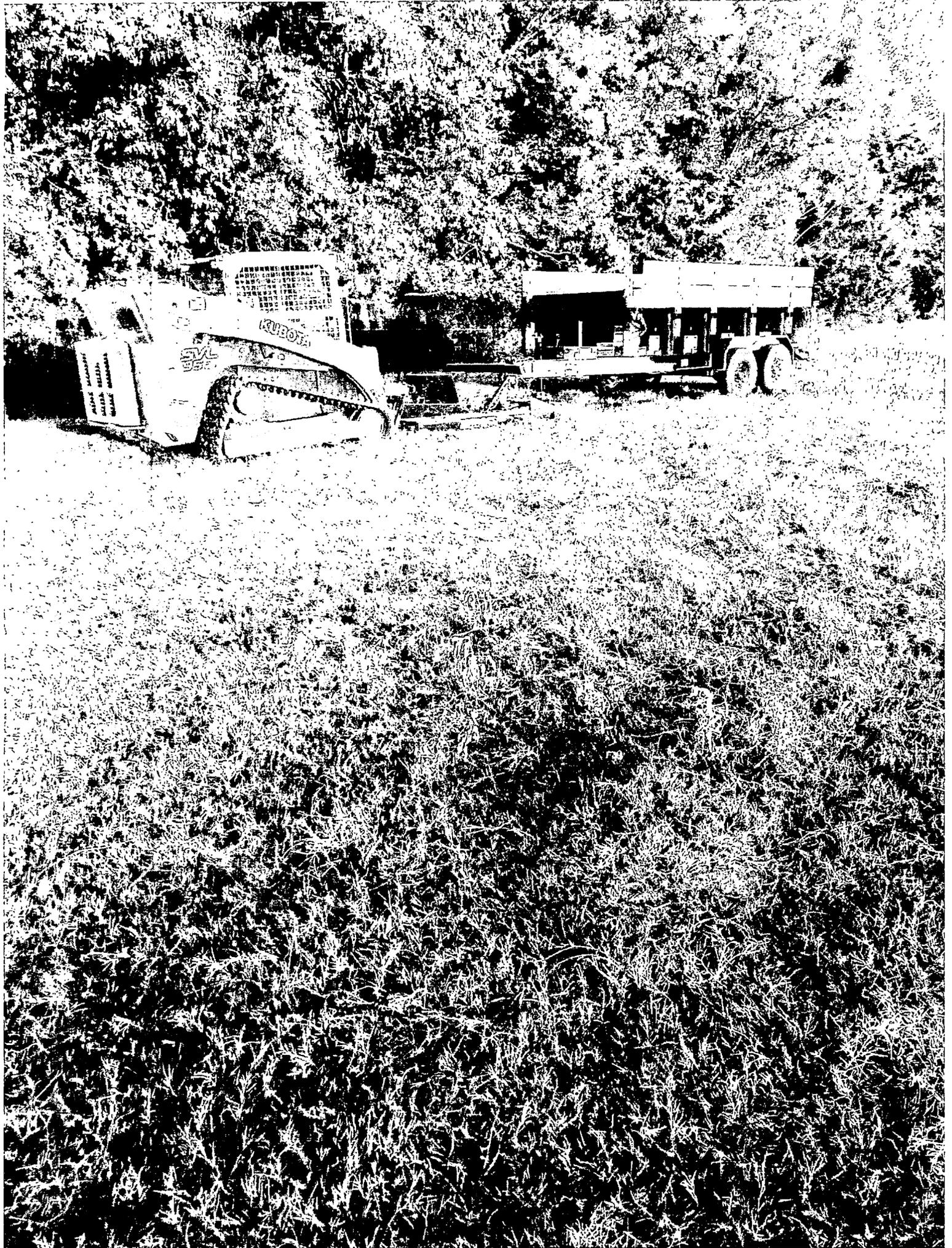
EXECUTED this 3rd day of April, 2017.

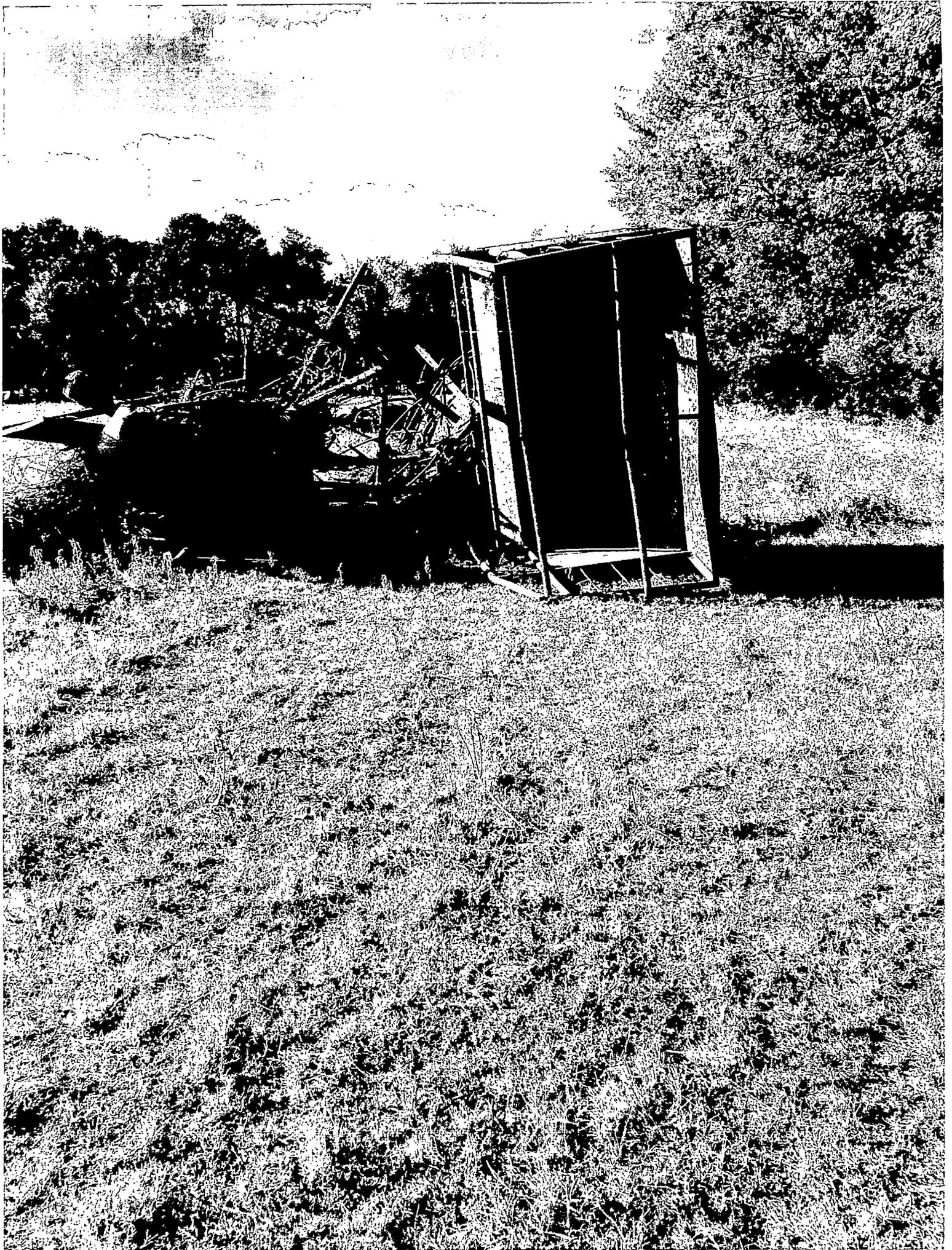
Louis Thibodeaux,
Louis Thibodeaux

THE STATE OF LOUISIANA
PARRISH OF Calcasieu

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

Ron L. Hurst







NO TRESPASSING
CSD VAN ZANDT LLC
6145 Owens St Ste 201, Dallas, TX 75235

CONCLUSION

This Court should deny Birnbaum's petition for writ of certiorari. Birnbaum has presented no meritorious grounds for this Court to grant his petition. He has not identified any error in the Fifth Circuit's decision or demonstrated that it conflicts with the decision of another United States Court of Appeals. Further, Birnbaum has not identified an important question of federal law that has not been previously settled or considered by this Court.

Wherefore, Respondents Davis and Malone respectfully request that this Court deny Birnbaum's petition.

Respectfully submitted,

ROBERT S. DAVIS
Counsel of Record
FLOWERS DAVIS, L.L.P.
Attorneys for Respondents
Betty Davis and Becky Malone
815 Rice Road
Tyler, Texas 75703
(903) 534-8063

No. _____

In The
Supreme Court of the United States

UDO BIRNBAUM

Petitioner

v.

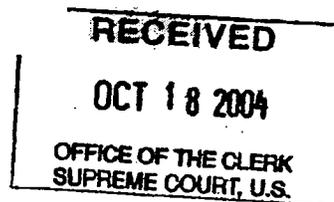
THE LAW OFFICES OF G. DAVID WESTFALL, P.C.,
G. DAVID WESTFALL, CHRISTINA WESTFALL,
STEFANI PODVIN

Respondents

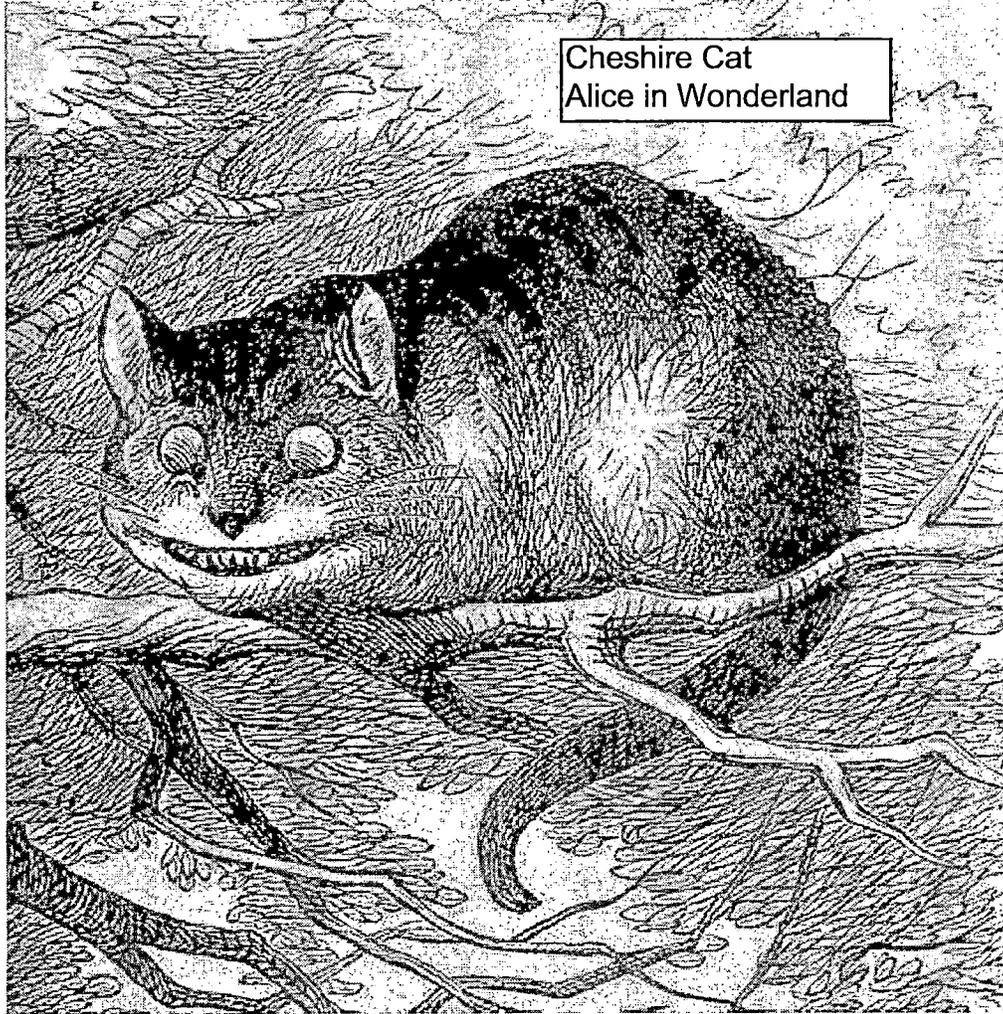
**On Petition For Writ Of Certiorari
To the Supreme Court of Texas**

PETITION FOR WRIT OF CERTIORARI

UDO BIRNBAUM, PRO SE
540 VZCR 2916
Eustace, TX 75124
(903) 479-3929



Cheshire Cat
Alice in Wonderland



Tara Waymire

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

§
§
§
§
§
§
§

IN THE DISTRICT COURT

v.

294th JUDICIAL DISTRICT

UDO BIRNBAUM
Defendant

VAN ZANDT COUNTY, TEXAS

**PLAINTIFF’S MOTION TO QUASH AND OBJECTIONS TO DEFENDANT’S NOTICE
OF DEPOSITION OF CSD VAN ZANDT LLC**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, CSD VAN ZANDT LLC, Plaintiff herein, and respectfully submits this *Motion to Quash* and Objections to Defendant’s *Notice of Deposition of CSD Van Zandt LLC*, and in support thereof would show the Court the following:

**I.
MOTION TO QUASH NOTICE OF DEPOSITION**

1. On December 27, 2022, Plaintiff received Defendant’s *Notice of Deposition of CSD Van Zandt LLC*, that noticed the deposition of Plaintiff for 1:00 p.m. on January 25, 2023, for a live deposition at the Defendant’s home located at 540 VZ County Road 2916, Eustace, Texas 75124. A copy of said Notice is attached hereto as Exhibit “A”.

2. Pursuant to Texas Rule of Civil Procedure 199.4, a party may object to the time and place designated for an oral deposition by filing a Motion to Quash the respective deposition notice. Accordingly, Plaintiff objects to the time and place of this deposition and moves the Court to quash same. Plaintiff further objects to the Notice to the extent that Defendant has noticed his own deposition.

3. This *Motion to Quash* has been filed within three (3) business days of receipt of the referenced Notice of Deposition and therefore the oral deposition of CSD Van Zandt LLC is

effectively stayed.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests the Court quash the deposition of CSD Van Zandt LLC. Plaintiff further seeks such other relief to which it may show itself to be justly entitled, at law or in equity.

Respectfully submitted,

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

/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 29th day of December 2022.

/s/ Katryna R. Watkins
KATRYNA R. WATKINS

EXHIBIT A

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
\$

NOTICE OF DEPOSITION OF CSD VAN ZANDT LLC
For January 25, 2023 1:00 p.m.

Depositions of CSD VAN ZANDT, LLC, as an organization, and UDO BIRNBAUM, an individual, will be on Wednesday January 25, 2023 starting at 1:00 p.m. at the location of the 148.12 acres at issue, at my house at 540 VZ County Road 2916, Eustace, TX 75124, or such other setting as the parties may agree.

Deposition will be by video, and upon such matters as Plaintiff has brought into this court by pleadings, affidavits, and other.

You may timely suggest alternative settings.

Udo Birnbaum

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

Certificate of Service

Copy today December 21, 2022 by CMRR 7020 0640 0001 3644 1598 to Katryna R. Watkins, Flowers Davis, 1021 ESE Loop 323, Suite 200, Tyler, Texas 75701

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: 71361388
Status as of 12/29/2022 2:26 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Celia C.Flowers		ccf@flowersdavis.com	12/29/2022 2:08:46 PM	SENT
Katryna Watkins		krw@flowersdavis.com	12/29/2022 2:08:46 PM	SENT
Amy Womack		aw@flowersdavis.com	12/29/2022 2:08:46 PM	SENT
Jennifer Wallace		legalassistant@flowersdavis.com	12/29/2022 2:08:46 PM	SENT
Tucker B.Royall		tbr@flowersdavis.com	12/29/2022 2:08:46 PM	SENT
Amanda Dupuis		ajd@flowersdavis.com	12/29/2022 2:08:46 PM	SENT
Udo Birnbaum		brnbn@aol.com	12/29/2022 2:08:46 PM	SENT

FILED FOR RECORD
2023 FEB -7 PM 1:53
KAREN WILSON
BY DIST CLERK VAN ZANDT CO. TX
DEP

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

\$ IN THE DISTRICT COURT

v.

\$ 294TH JUDICIAL DISTRICT

UDO BIRNBAUM
Defendant

\$ VAN ZANDT COUNTY, TX

\$

**SECOND AMENDED ANSWER, COUNTER, CROSS, TRESPASS
TRY TITLE, INJUNCTION, LAW LICENSES, CRIMINAL REFER**

COMES NOW, UDO BIRNBAUM, (“Defendant”), with *Second Amended Answer, Counter, Cross, Trespass to try Title, Injunction, Law Licenses, Criminal Refer.*

intro

Plaintiff borrows \$850,000 from Sanger Bank to buy air from a Lisa Girot and by bulldozer and lock and chain starts “land development” of a 150 acres by tearing out 3000 feet of fences and evict 85 year old as “squatter” as “living on a portion of the property” out of his 37 year lived in 2200 square foot brick house.

A classical real estate deed fraud - except their victim not so feeble as expected.

THE PARTIES

Plaintiff, **CSD VAN ZAND LLC** (“CSD”), 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.

Defendant, **UDO BIRNBAUM** (“Birnbaum”), has both lived and farmed uninterruptedly on the premises at issues for the last 40 years at 540 VZ County Road 2916, Eustace, Texas 75124.

APPEARANCES

ROBERT O. DOW (“Dow”), is an individual who is listed as registered agent for CSD Van Zandt LLC at 6115 Owens Ste 201, Dallas, TX 75235, or through his lawyers Corey Kellam, Celia C. Flowers, Katryna R. Watkins, and Tucker Royall, all at Flowers Davis at 1021 ESE Loop 323, Suite 200, Tyler, Texas 75701, (903) 534-8063. Experienced land developer. Borrowed \$850,000 to buy air from a Lisa Girot. Fresh created his CSD just two (2) months before.

COREY KELLAM (“Kellam”) is an individual who is with Flowers Davis at 1021 ESE Loop 323, Suite 200, Tyler, Texas 75701, (903) 534-8063.

Attorney for Robert Dow, makes initial contact blind as a bat surprised to find cows, hay, Defendant on “that property”, fishing for Defendant’s “your situation”, Defendant helps him get pissed off and start the referenced JP eviction, and subsequent into 294th.

CELIA C. FLOWERS (“Flowers”), attorney for CSD is an individual with Flowers Davis at 1021 ESE Loop 323, Suite 200, Tyler, Texas 75701, (903) 534-8063.

Author of that fraudulent CSD title and chief facilitator of this fraud. Jumps in as one of the THREE Flowers attorneys to bring this fraudulent 294th Cause No. 22-00105 scam.

KATRYNA R. WATKINS (“Watkins”), another attorney for CSD with Flowers Davis bringing this scam to defraud this court into blessing their forged CSD title.

TUCKER ROYALL (“Royall”), another attorney for CSD with Flowers Davis bringing this scam to defraud this court into blessing their forged CSD title.

VAN ZANDT COUNTY (“County”), is the statutory Texas authority of Van Zandt County, Texas, at the Courthouse, 121 E. Dallas Suite 106, Canton, TX 75103.

Involved because of their Policy of their sheriff deputies forbidden to take complaint when a court is mentioned, making it impossible for Defendant to get that damn ROBERT DOW bulldozer off of his property .

LISA L. GIROT (“Giot”), a predator upon elderly veterans, from Sulfur, Louisiana, not satisfied with thieving only my buddy LOUIS THIBODEAUX, such Giot with motive, means, and opportunity, “sells” her scam and runs off with \$850,000 from Sanger Bank, “with no recourse against the grantor”, i.e. herself, as enshrined in that fraudulent CSD “warranty deed” as “*prepared in the office of Celia Flowers*”.

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!

Second Amended Answer, Counter etc

Page 2 of 16

II.

BIRNBAUM COMPLAINT RE CSD VAN ZANDT

2. Damage was by forcible entry by skid steer bulldozer, destruction and removal of 3000 feet of internal fences and gates, damage to pasture and roots of trees in the middle of a Texas drought and heat wave, huge trash pile, conflicts with and loss of my pasture leaser, despite continuous 9-1-1 calls upon continuous and separate forcible entries, multiple cutting of my chains and locks, repeated removal of my no trespass postings.

III.

A MASSIVE REAL ESTATE DEED FRAUD UPON THE ELDERLY

3. This whole matter is a real estate deed fraud plain and simple, with a LISA L. GIROT of Sulphur, Louisiana as the instant initiator, preying on and among a chain of participants/victims, wafting smell of title and tale of me, UDO BIRNBAUM, at 85 years being ready for plucking as she had plucked my buddy LOUIS THIBODEAUX, by getting herself LISA L. GIROT be made guardian of LOUIS THIBODEAUX through her charity, LOUIS THIBODEAUX being in a Louisiana veterans home, then getting such LOUIS THIBODEAUX to will everything to such LISA L. GIROT in 2018, LOUIS THIBODEAUX dying in 2019, and such LISA L. GIROT then hawking LOUIS THIBODEAUX's entitlement of the estate of his oil and property rich wife GWENDOLYN WRIGHT THIBODEAUX, and my supposed lack of a mental state kind of mind, to a ROBERT O. DOW, owner of Dallas Remarkable Land LLC, such ROBERT O. DOW just this April 12, 2022 machinating himself a fresh new CSD VAN ZANDT LLC, for pulling it off, and using his freshly minted CSD VAN ZANDT LLC to rob both ME and SANGER BANK, by cat-burying his crime under color of law, i.e. with this very lawsuit against me.

4. Those identified above are among those responsible, as participants, even as negligent victims among each other, all of it facilitated by derelict white collar law enforcement policy of VAN ZANDT COUNTY in this instance, under such policy refusing to get an active BULLDOZER off my possession.

5. Intermediaries are CELIA C. FLOWERS by preparing the CSD deed, FLOWERS DAVIS associated EAST TEXAS TITLE, SANGER BANK the lender of \$850,000 to CSD, and of course ROBERT O. DOW, and CSD lawyer CORY KELLAM of FLOWERS DAVIS LLC, who slapped lock and chain on BIRNBAUM property, skid steer bulldozer etc by DOW, notice of eviction by Dow attorney COREY KELLAM, etc etc on 41 years on my own property me, UDO BIRNBAUM, then COREY KELLAM fraudulent email thread covering up for the lock and chain he had so unlawfully done.

IV.

GIROT ASSURANCE OF BIRNBAUM BEING EASY PUSHOVER

6. GIROT mail, email threads, and long conversation in early 2020, with me UDO BIRNBAUM sandbagging her for information, clearly show such, as well as do phone messages, phone calls by DOW, KELLAM, DOW phone call to my pasture leaser, DOW himself early on before buying, DOW “checking out” my property – but not ME he already had all the info on me - DOW NOT contacting me about my pasture leaser. Such DOW assessment of me also supported by Affidavit of Dow excuses therein of *“Before purchase, I was aware of Birnbaum living on a portion of the property”*, after DOW himself, at earliest phone message left on my landline, DOW informing ME, UDO BIRNBAUM, that *“we are 10 minutes out, check out a few things”*, etc, etc. DOW, in his Affidavit even starting to blame SANGER BANK, for what is now obviously clear, that DOW got sold a bag of thin air, by DOW blaming others *“I have a title policy on the property, and the title company, title underwriter, and lender all approved title”*.

V.

RE AFFIDAVIT OF UDO BIRNBAUM

7. This document was initially prepared as an ANSWER to the Justice of the Peace eviction proceedings by GSD VAN ZANDT initiated by attorney COREY KELLAM upon CSD claim of title. JP courts of course have no jurisdiction upon issues of TITLE.

8. This document left pretty much “as was”, and thus offers the full flavor of “from the front lines” of the “battle at the gate” and the matter of “the silver car”. It also contains some of the above referenced documents as well as links to the audios and the evidence therein.

VI.

THE IN THIS COURT ONGOING CSD REAL ESTATE DEED FRAUD

The CSD Affidavit of Lisa L. Girot is an unadulterated fraud

9. Girot swears, “*In March of 2017 Mr. Thibodeaux attempted to give the above-described property to Mr. Binbaum, but Mr. Birnbaum refused to accept same property for personal reasons*”.

10. Utterly false. Thibodeaux, with Girot as manager of Thibodeaux’s finances through her “Two Sisters Enterprises”, and as NOTARY, **warranty deeded** same to Birnbaum. Birnbaum who had typed that very document and emailed it to Girot as a PDF, Mr. Thibodeaux not quite functioning and insisting on retaining mineral rights, Birnbaum “playing along”, Girot arranging Mr. Thibodeaux to sign, Girot herself notarized, and Girot mailed TWO originals to Birnbaum.

11. Furthermore, Girot swearing Thibodeaux “*farm, pay taxes, occupy and have actual, corporeal and uninterrupted possession of the property*”, i.e. my “the premises”, is pure cover up, a belated CSD lawyer fraud job, to defraud my “*has full title, precluding all claims*” (by my adverse possession), such preposterous Girot claim totally irreconcilable with her to me email threads, documents, and ultimate long telephone “confessional” with me completely and totally sandbagging her (Appendix, and full 56 minute audio my Google Drive). The clicks is interference coming from my iPhone.

12. Plum laughable is CSD, with THREE lawyers, bringing into this court an affidavit that ends with, on separate page, in much smaller print, swearing that “*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 [Van Zandt Texas 150 acres] property*”.

13. While earlier in the same affidavit having sworn "*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.*"

A self-perjuring affidavit. and with THREE (3) CSD Van Zandt LLC lawyers at the watch, that takes the cake.

The CSD Affidavit of Robert O. Dow shows *mens rea* (evil intent)

14. Dow swears "*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*".

15. First, the purchaser of record and lien is CSD, not Dow. Second, such CSD is a fresh mint creation by Dow of just this April 12, 2022, just days ahead of Dow first ever contact April 22, 2022, message on my land line, "*we have that property under contract to purchase we are about 10 minutes out we are going to come by and check some things out*", clearly not in tone and tenor as me merely as one "living on a portion of the property".

16. And Dow, himself coming by, clearly saw that I lived on the entire fenced 150 acres, but upon what grantor Lisa L. Girot had assured him, based on what Girot had been taking me for, as evidenced by her phone to me, that I would be easy pickings, just as she had picked all over my buddy Louis Thibodeaux, to get smell of title of April 12, 2002 of my warranty deed to **GWENDOLYN WRIGHT THIBODEAUX**, the source of CSD smell of title. Anyhow, that is what it indicates. Discovery will prove it.

17. Clearly Dow did not inform his attorney Corey Kellam, who had no idea what "my situation", as he used that phrase, what "my situation" was when he so suddenly appeared upon me, as evidenced in that audio. Totally clueless to start, desperately fishing me for information.

CSD lawyer Corey Kellam is complicit

18. • Corey Kellam, as a lawyer, knows or should know that eviction, started by force with skid steer bulldozer and lock and chain is against the law. Not only did he aid and abet such CSD and its Robert Dow in such, but covered up having started eviction by forging false email thread. Discovery will show.

CSD lawyer Celia C. Flowers is complicit from before the beginning

19. Current CSD lawyer Celia C Flowers prepared the fraudulent CSD warranty deed at issue in this cause. Flowers also prepared an earlier fraudulent deed related to same Lisa L. Girot:

20. • Of special interest is such different earlier 2012 warranty deed, also “prepared in the Law Office of Celia C. Flowers”, such warranty deed from same Louis Thibodeaux as in this supposed thread of title, when in that 73 acre matter, regarding same Gwendolyn Wright Thibodeaux, where such same Louis Thibodeaux likewise had no instrument of title whatsoever, belated GIROT 2022 probate of intestate wife Gwendolyn, died 2006; by such same Lisa Leger Girot, only giving Thibodeaux a 50% share of a 73 acres, yet such Lisa L. Girot, through such same as in this matter, Celia C Flowers, such Girot selling fee simple title 100%, defrauding such co-grantors in this at issue 2022 deed to CSD with such Lisa L. Girot, i.e. Barkley and Moore, to be defrauded of their share of such 73 acres, and such Lisa tricking their presence into this 150 acre court action against me, as a cover up, by deceiving Barkley and Moore as to what property was which. Again, only discovery can tell.

CSD three (3) lawyers in this suit against me

21. Smearing me as *“erratic and unpredictable”*. Unpredictable, to them, YES, also a First Amendment Right. of speaking out.

VII.

INJURY BY VAN ZANDT COUNTY WHITE COLLAR CRIME POLICY

22. Van Zandt County white, color crime policy, even before CSD Van Zandt LLC arrival on the scene, set the stage in this particular instance. If it had not been CSD, there are plenty other CSD's out there, real estate deed fraud rampant, and other Lisa L. Girot.

23. In this No. 22-00105 matter it was not only Van Zandt attracting such fraud, but also not being able to get CSD bulldozer from tearing up my 150 acres. The following excerpts from my pleadings prepared upon CSD trying to evict me off my own property. My original sometimes colorful language left "as is":

CSD attempted THEFT by justice of the peace eviction process

CSD eviction against me – sent Notice to vacate as tenant at will – but never filed excerpts from my document in anticipation of actual filing of such my this document likewise never filed – language and format much "as was"

***** NOTE: this is the START of this INSERT *****

No. _____

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

COMPLAINT OF TRESPASS AND DETAINER BY BULLDOZER
Convinced one at 85 ripe for plucking – proceeded to evict me off my own property

The Law

PROPERTY CODE TITLE 4. ACTIONS AND REMEDIES 24. FORCIBLE ENTRY AND DETAINER SEC. 24.001. FORCIBLE ENTRY AND DETAINER.
(a) A person commits a forcible entry and detainer if the person enters the real property of another without legal authority or by force and refuses to surrender possession on demand.
(b) For the purposes of this chapter, a forcible entry is:
(1) an entry without the consent of the person in **actual possession of the property;** or

AND THAT IS ME, 41 YEARS OF ACTUAL POSSESSION.

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

***** NOTE: INSERT continues *****

The Parties

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

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

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

Background - 41 years "in actual possession"

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

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

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

§ec. 16.026. ADVERSE POSSESSION: 10-YEAR LIMITATIONS PERIOD. (a) A person must bring suit not later than 10 years after the day the cause of action accrues to recover real property held in peaceable and adverse possession by another who cultivates, uses, or enjoys the property.

Sec. 16.030. TITLE THROUGH ADVERSE POSSESSION. (a) If an action for the recovery of real property is barred under this chapter, the person who holds the property in peaceable and adverse possession has full title, precluding all claims.

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

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

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

***** NOTE: INSERT continues *****

Hell on my property – by outright mechanized invasion

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

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

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

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

• **Hell at the gate – taking turns with chains and cutters**

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

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

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

Then “from my understanding that the property was sold by you to a family in 2002 that you sold the property are you aware of that?” Sold to a “family”? Sold by you - are

• ***** NOTE: INSERT continues *****

you aware of that? A street cop in possession of such specific curiosity in a plain trespass upon an “in actual possession of the property”?

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

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

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

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

Finally, I spot their instrument of the terror, the skid steer, parked inside my pasture gate, and their heavy duty dump trailer gone, and first do not know what to do, but that I have to do something physical, all previous multiple complaints to the sheriff always countered with *“this is a civil matter, I cannot take your complaint”*.

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

• ***** NOTE: INSERT continues *****

Second Amended Answer, Counter etc
Page 11 of 16

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

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

Dow and me in a phone real shouting match each claiming ownership, Dow threatening to cut "his" fence, me warning Dow not to cut "my fence", and downhill from there, Dow telling me he had just called the sheriff on me, and that a sheriff was on the way and would be calling me. Dow accusing me for previously "calling" the sheriff on him, and downward from there. Call by a deputy came quickly, me at my computer.

***** NOTE: INSERT continues *****

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

The audios – spectacularly insane

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

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

<https://drive.google.com/file/d/1INrd0ZJUakRli92-pk-j9YcWvgvy8fvE/view?usp=sharing>

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

https://drive.google.com/file/d/1G4S6wxsE_C4m2AosqsDY-9uZ0B1Velzm/view?usp=sharing

Rodrick Young 7-26-2022: (just 2 hours later same exact message)
<https://drive.google.com/file/d/1kLzA3rrdq5gr19aAvla9m6LQuQHkXW0X/view?usp=sharing>

Summary

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

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

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

The ultimate instrument of the damage upon me in this case, is of course Sanger Bank, as indicated in the warranty deed itself, Sanger Bank throwing \$850,000 in real powder into

***** NOTE: INSERT continues *****

such a toxic mix, "*without recourse against Grantor*", LISA L. GIROT, of Sulphur, LOUISIANA. (CSD warranty deed page 2, next to last paragraph above first "grantor" signature, a pure Lisa L. Girot weasel into this document here somehow.). And ultimate "last chance to avoid", Van Zandt County, by **policy** of "not when there is a court in the mix".

***** NOTE: INSERT continues *****

PRAYER

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

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

***** NOTE: INSERT continues *****

Attach:

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

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

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

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

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

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

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

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

NOTE: Matter of title NOT at issue. “Actual possession” is the ONLY ISSUE.
So of course is the issue of “actual fraud” by CSD deed by Celia C. Flowers

(Lisa Girof had NOTHING to grant, an issue for District Court “trespass to try
title”, and all involved in “bringing about” this THEFT by unlawful
“appropriation” by purported “transfer of title”)

***** NOTE: END OF INSERT *****

VIII.
DECLARATORY JUDGMENT

24. The CSD claim of chain of title based on warranty deed of April 12, 2002 to Gwendolyn Wright Thibodeaux is broken by:

- GWENDOLYN WRIGHT THIBODEAUX April 29, 2002 to BIRNBAUM
- LOUIS THIBODEAUX April 3, 2017 to BIRNBAUM
- 20 YEAR PEACEABLE AND ADVERSE POSSESSION by BIRNBAUM

Second Amended Answer, Counter etc

Page 14 of 16

25. Defendant BIRNBAUM adopts and incorporates everything for all purposes and asks the Court to declare the above-referenced deeds to him as conveying superior title and possession of the property to the current "in actual possession" and Defendant in this case, UDO BIRNBAUM. In accordance with Texas Civil Practice & Remedies Code Chapter 37.009, Defendant is entitled to recover reasonable and necessary attorney fees.

IX.
TRESPASS TO TRY TITLE26.

26. Out of abundance of precaution, Defendant pleads Trespass to Try Title in the alternative

X.
APPLICATION FOR TEMPORARY INJUNCTION

27. 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 [8¹¹¹ 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 [1 st Dist.] 1992, no writ).

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

29. Stated otherwise, the damage done and threatened by Plaintiff'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 Counter Plaintiff's ingress and egress cannot be fully calculated nor compensated. In the period leading up to the filing of this suit, Plaintiff's actions have been erratic and unpredictable, including Plaintiff removing Counter Plaintiff's no trespass sign even numerous times cutting Counter Plaintiff's chain and lock.

30. Unless Plaintiff is restrained from blocking access to Counter Plaintiffs' property, Counter Plaintiff will suffer probable, imminent injury. In fact, the equitable factors weigh in favor of Counter Plaintiff. If relief is denied, and Counter Plaintiff is denied access to the Property, Counter Plaintiffs injury is much greater than any injury to Plaintiff if relief is granted.

31. Counter Plaintiff would further show the Court that it is entitled to injunctive relief herein, pursuant to Texas Civil Practice and Remedies Code, Section 65.01 J(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, Counter Plaintiff repleads the allegations set out above and would show the Court that Plaintiff's threatened conduct would cause irreparable injury to Counter Plaintiff's right of ingress and egress to use and enjoy its property, and Counter Plaintiff is therefore entitled to injunctive relief.

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

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

XI.
JURY DEMAND

34. Defendant seconds Plaintiff CSD Van Zandt LLC already made demand for jury. Plaintiff has already tendered the required fee.

PRAYER

UDO BIRNBAUM, Defendant, Counter and Cross Plaintiff, prays for as above and such other relief as he may show himself to be justly entitled.


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

Certificate of Service

Copy today February 6, 2023 by CMRR 7021 2720 0002 2602 3275 to Katryna C. Watkins, Flowers Davis, 1021 ESE Loop 323, Suite 200, Tyler, Texas 75701

"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 .



"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.



This picture courtesy CSD Van Zandt
"PLAINTIFF'S ORIGINAL PETITION"



This picture courtesy CSD Van Zandt
"PLAINTIFF'S ORIGINAL PETITION"



This picture courtesy CSD Van Zandt
"PLAINTIFF'S ORIGINAL PETITION"

Birnbaum did NOT cut this lock. Birnbaum's
pasture leaser did - TO GET TO HIS COWS



**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
AID A000Q000980840

Verified By PIN
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 90664 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.

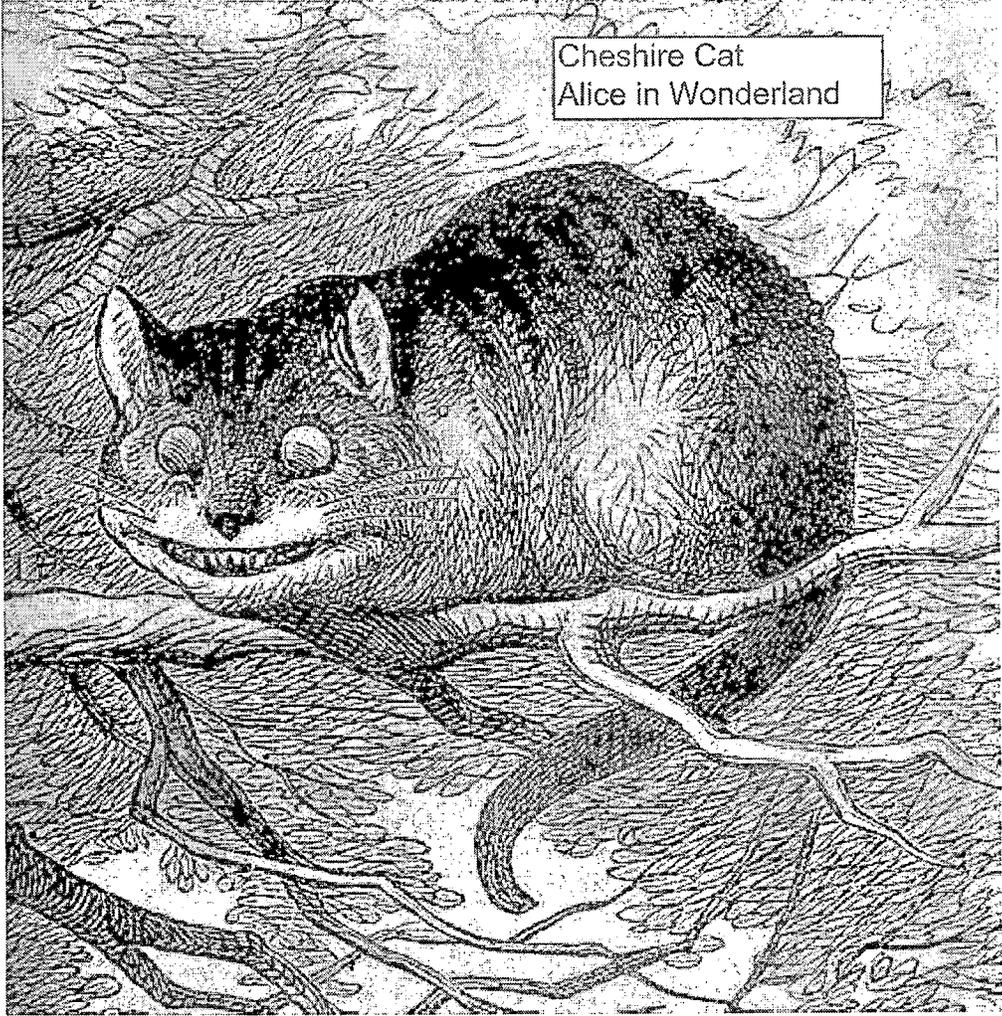
*Tx Van Zandt
Givet*

7/20/2022

paint, padlocks + chain

** Birnbaum cut +
removed our chain +
Lock*

Birnbaum did NOT cut this lock. Birnbaum's
pasture leaser did - TO GET TO HIS COWS



CAUSE NO. 22-00105

FILED FOR RECORD
2023 AUG 17 AM 11:20

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§
§
§
§
§
§
§

IN THE DISTRICT COURT
MICHAEL WILSON
DIST CLERK VAN ZANDT CO. TX
BY KUM DEP
294th JUDICIAL DISTRICT
VAN ZANDT COUNTY, TEXAS

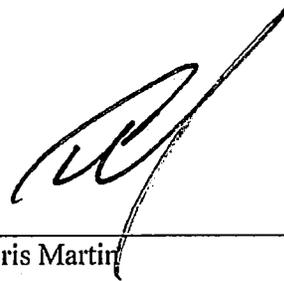
ORDER DENYING DEFENDANT'S MOTION FOR MEDIATION

On August 17, 2023, came on to be considered *Defendant's Motion for Mediation*. The Court, having considered said *Motion*, and all Responses and Replies, if any, is of the opinion that the motion should be denied.

IT IS THEREFORE ORDERED, ADJUDGED, and DECREED that *Defendant's Motion for Mediation* is hereby **DENIED** in all things.

IT IS SO ORDERED.

SIGNED this the 17th day of August 2023.



Judge Chris Martin

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

§
§
§
§
§
§
§

IN THE DISTRICT COURT

v.

294th JUDICIAL DISTRICT

UDO BIRNBAUM
Defendant

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, 1991 and recorded in Volume 964, Page 447 of the Deed Records of Van Zandt County, Texas, and this 148.12 acre tract being more fully described as follows:

BEGINNING at a Point in County Road 2916, the West line of a called 96.60 acre tract, described as Tract 2 in a deed from Jerry D. Robbins and Vicky A. Robbins to The Texas 4 R'S, LP, dated July 19, 2007 and recorded in Volume 2255, Page 113, and the common line of said P. Young Survey and the A. Flowers Survey, Abstract No. 264, and being at the Northeast corner of said 74.507 acre tract, Tract 1 and the Southeast corner of a called 5.00 acre tract as described in a deed from Fannie Mae to Paul G. Coker and Lindsay K. Coker, dated March 21, 2014 and recorded in Document No. 2014-002199, from which a 1/2" Iron Rod Found in the West line of said County Road 2916 and the common line of said 5.00 acre tract and a called 5.72 acre tract, described as Tract 2 in a deed from Bunny E. Anderson to Brady Irwin and Sharon Irwin, dated June 26, 2020 and recorded in Document No. 2020-005696 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 105.73 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. 2022-092473 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 1,562.69 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. 2020-095698 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 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.

(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 e filing system. The filer served this document via email generated by the e filing 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

FILED FOR RECORD
22-00105

2021 SEP -6 PM 2:21
CSD VAN ZANDT LEC \$ IN THE DISTRICT COURT
Plaintiff
v. KAREN WILSON
DIST. CLERK VAN ZANDT CO. TX \$ 294TH JUDICIAL DISTRICT
BY *Stormy* DEP \$ VAN ZANDT COUNTY, TX
UDO BIRNBAUM
Defendant

EMERGENCY MOTION TO STAY
WRIT OF POSSESSION

1. The process is defective. A district court has **no jurisdiction over possession**, only the JP court of the precinct. See It's the Berrys vs. Edom Corner, Amarillo COA 2008, this very court under your predecessor, Hon. Teresa Drum. A fiasco.
- 2 Writ of possession is upon a judgment of possession. **There exists no judgment of possession.**
3. No. 22-00105 is a jury case. You may be able to dispose a case by DISPOSITIVE motions such as MSJ - but **you cannot enter judgment in a jury case – without a jury trial.** I have the right to a jury trial. This is America, remember?
4. There has been no jury finding that I am a tenant or not the owner. I have been my own Lord on my place for 42 years.
5. You have watched this mess upon me since 1994 or so, starting with Richard Ray's BEAVER case upon me, because you told me so, and the Westfall case upon me. Then you as DA in 2015, talking me out of continuing with my rusty wheelbarrow into the courthouse. Then the matter of me taking my big "this court has gone bat shit crazy" posters high over my head into Judge Drum's jury selection. Also you asking for cow manure, you KNOW that I am not a tenant!
6. And you meeting with me and CSD's Katryna Watkins in chambers, and her so sudden departure after that **dynamite Zoom deposition** she did upon Lisa Girot, and your **so sudden inquiry** into Girot, then **so sudden stop**, and now this?

7. YOU, under YOUR signature issuing **execution of a writ**, is PLUM UNLAWFUL. **Only the CLERK has that authority:**

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

8. You know that I am 86 years old, had a stroke, and you now do this upon me?

FUCK YOU, MR. MARTIN.

This day, September 6, 2023



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

Certificate of Service (3 documents)

Today September 6, 2023, by Certified Mail 7021 2720 0002 2602 1240 to Corey Kellam, Flowers Davis, 1021 ESE Loop 323, Suite 200, Tyler, Texas 75701

22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§ IN THE DISTRICT COURT
§ 294TH JUDICIAL DISTRICT
§ VAN ZANDT COUNTY, TX

FILED FOR RECORD
2023 SEP 13 PM 1:56
DIST. CLERK
BY: KAREN WILSON
CSD VAN ZANDT LLC, TX
DEP

**FIRST AMENDED EMERGENCY MOTION TO STAY
WRIT OF POSSESSION / (“eviction”)**

TO THIS COURT:

1. THE PROCESS is defective. This District Court, now under HON. CHRIS MARTIN, has no more jurisdiction to do “possession”, than under HON. TERESA DRUM before. A District Court has **no jurisdiction over possession**, only the JP court of the precinct. See It’s the Berrys vs. Edom Corner, Amarillo COA 2008, this very 294th then under Teresa Drum. A WAKE UP CALL THEN, A WAKE UP AGAIN JUST NOW. (Attach 1)

2 IT IS ELEMENTARY that execution is upon a judgment, so there needs to be a judgment first. There has to be a judgment of possession to do writ of possession upon. KINDLY BE ADVISED **that there exists no judgment of possession**. Also that an Order is NOT a judgment, and in this instance, an order granting summary judgment (Attach 2), certainly is NOT a judgment of possession. PLEASE BE SO WARNED.

3. THIS CAUSE, No. 22-00105, is a jury case. THE PROCESS may be able to dispose of a matter or a case by DISPOSITIVE motions such as MSJ – but, MR. MARTIN, not even you, **you cannot enter judgment in a jury case – without a jury trial**. I have the right to a jury trial. This is America, remember?

4. Regarding “WARNING” (Attach 3), to “tenant” and “unit”, please be aware that you KNOW that I am neither “tenant” nor a “unit”, but am and have been Lord on my own place for 42 YEARS.

5. JUDGE MARTIN, you have **personally** watched this horror build up upon me since 1994 or so, starting with Richard Ray’s BEAVER case upon me, because **you yourself** told me so **I have the audio**, and the Westfall case upon me. Then you as DA in 2015 **I have the audio**, talking me out of continuing with my rusty wheelbarrow into the courthouse to so **plead the injustice**. Then the matter of me taking my big “this court has gone bat shit crazy” posters high over my head into Judge Drum’s jury selection **I have the audio**. Also you trying to get me a free lawyer, asking for cow manure **I have the audio**. All such after us sort of reconciled, after me having filed a formal criminal complaint upon you (Attach 4), with your very DA Office, and you gotten then district judge, Teresa Drum, to appoint Jason Cassel as a protem to investigate YOU, Mr. Martin? You KNOW that I am not a tenant!

6. And you, Judge Martin, meeting with me, a non-lawyer, and CSD’s Katryna Watkins, in chambers no recording **I demanded to be searched and was**, and Watkins’ so sudden departure and you letting her off the case I presume, immediately after that so damning **dynamite Zoom deposition** Watkins did upon Lisa Girot proving Girot was a fraud and **had no title to convey**, and Your Honor **so sudden inquiry** into Girot, then your **so sudden stop**, and now evicting me from my property that you yourself **in text messages** (Attach 5) found that Lisa did not have to convey such to anyone? And Your Honor now hand my land and head on a

platter to CSD'S Robert Dow upon a summary judgment upon Plaintiff's pleadings? Where is my jury trial? FOR HEAVEN'S SAKE!

7. YOU, Judge Martin, under YOUR signature issuing **execution of a writ**, is PLUM UNLAWFUL. **Only the CLERK has that authority:**

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

8. Your Honor knows that I am 86 years old, had a stroke, and you now do this upon me? F**k you, Mr. Martin. Have you no sense of shame or DECENCY? Forgive my satisfaction of having to be so clear. Also from seeing you, Mr. Martin, drive a stake through your own evil heart, by your participation in the LISA GIROT / CSD VAN ZANDT / ROBERT DOW / COREY KELLAM / CELIA FLOWERS real estate deed fraud upon me, UDO BIRNBAUM, an 86 year elderly.

9. PSALM 35: KJV

¹ Plead my cause, O LORD, with them that strive with me: fight against them that fight against me.

⁴ Let them be confounded and put to shame that seek after my soul: let them be turned back and brought to confusion that devise my hurt.

⁸ Let destruction come upon him at unawares; and let his net that he hath hid catch himself: into that very destruction let him fall.

²⁸ And my tongue shall speak of thy righteousness and of thy praise all the day long.

This day, September 6, 2023



UDO BIRNBAUM, *Pro Se*

540 VZ County Road 2916

Eustace, TX 75124

903 802-9669

BRNBM@AOL.COM

Certificate of Service)

Today, September 11, 2023, Certified 7022 2410 0002 2355 4241 to Corey Kellam, Flowers Davis, 1021 ESE Loop 323, Suite 200, Tyler, Texas 75701

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
VS.
UDO BIRNBAUM

§
§
§
§
§

IN THE 294TH DISTRICT COURT
IN AND FOR
VAN ZANDT COUNTY, TEXAS

FILED FOR RECORD
2023 SEP 19 PM 3:11
KIM WILSON
DISTRICT CLERK VAN ZANDT CO. TX
STORMA DEP

ORDER DENYING MOTION TO RECUSE

On September 19, 2023, the undersigned, heard the defendant's, Udo Birnbaum, Motion to Recuse and First Amended Motion to Recuse, pursuant to Rule 18a (g) of the Texas Rules of Civil Procedure (TRCP). The hearing was conducted remotely, via Zoom. All parties announced ready. The undersigned heard the arguments of the defendant and plaintiff's counsel.

The undersigned considered the motions, the arguments of the parties and the case law. The undersigned denied the motions. The undersigned found that the motions did comply with Rule 18a(a) TRCP in that the motions were not verified, they failed to assert one or more grounds listed in Rule 18b, and they did not state with detail and particularity facts that would be admissible. The undersigned further found that the motions were based solely on the judge's rulings and orders in the case. The undersigned found that the motion was without merit.

The undersigned further found that due to the language used in the motion and that it was without merit, that sanctions were appropriate. The undersigned awarded sanctions in the form of attorney fees to plaintiff in the amount of \$500.00, payable 30 days from the date of this order.

IT IS THEREFORE ORDERED that the Motion to Recuse and First Amended Motion to Recuse are **DENIED** and sanctions are **GRANTED**.

SEP 19 2023

Signed this ___ day of _____, 20__.



ALFONSO CHARLES, Presiding Judge
Tenth Administrative Judicial Region

CAUSE NO. 22-00105**CSD VAN ZANDT LLC**
Plaintiff§
§
§
§
§
§
§**IN THE DISTRICT COURT**

v.

294th JUDICIAL DISTRICT**UDO BIRNBAUM**
*Defendant***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)

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

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: 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

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

\$ IN THE DISTRICT COURT
\$ 294th JUDICIAL DISTRICT
\$ VAN ZANDT COUNTY,

BY *[Signature]*
DIST CLERK VAN ZANDT CO. TX
JANEN WILSON

2023 OCT -5 AM 9:36

FILED FOR RECORD

REQUEST FOR FINDINGS OF FACT AND CONCLUSIONS OF LAW

Defendant requests Findings of Fact and Conclusions of Law per RCP Rule 296 et seq. **Kindly note address change**

RULE 296. REQUESTS FOR FINDINGS OF FACTS AND CONCLUSIONS OF LAW

In any case tried in the district or county court without a jury, any party may request the court to state in writing its findings of fact and conclusions of law. Such request shall be entitled "Request for Findings of Fact and Conclusions of Law" and shall be filed within twenty days after judgment is signed with the clerk of the court, who shall immediately call such request to the attention of the judge who tried the case. The party making the request shall serve it on all other parties in accordance with Rule 21a.

RULE 297. TIME TO FILE FINDINGS OF FACT AND CONCLUSIONS OF LAW

The court shall file its findings of fact and conclusions of law within twenty days after a timely request is filed. The court shall cause a copy of its findings and conclusions to be mailed to each party in the suit.

If the court fails to file timely findings of fact and conclusions of law, the party making the request shall, within thirty days after filing the original request, file with the clerk and serve on all other parties in accordance with Rule 21a a "Notice of Past Due Findings of Fact and Conclusions of Law" which shall be immediately called to the attention of the court by the clerk. Such notice shall state the date the original request was filed and the date the findings and conclusions were due. Upon filing this notice, the time for the court to file findings of fact and conclusions of law is extended to forty days from the date the original request was filed.

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


UDO BIRNBAUM

FILED FOR RECORD
2023 OCT -5 AM 9:36

KAREN WILSON
DIST CLERK HAN ZANDT
BY *[Signature]* DEP
CO. TX

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

\$ IN THE DISTRICT COURT
\$ 294th JUDICIAL DISTRICT
\$ VAN ZANDT COUNTY, TX

**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

FILED FOR RECORD
2023 OCT -5 AM 9:36

KAREN WILSON
DIST CLERK VAN ZANDT CO. TX
BY: [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

**MOTION TO MODIFY CORRECT AND REFORM
THE JUDGMENT**

1. This Court, under color of law, specifically under color of eviction as a tenant, unlawfully “ejectmented” Defendant off his 42 year 150 acre homestead.

An ejectment being the removal of a person from real property who does not have the legal right to occupy the property, i.e. anyone, not only tenants. But Texas Property Code 22.001(b) specifically states: “The action of ejectment is not available in this state”. Defendant UDO BIRNBAUM of course had a right to be on his property if only by reason of 42 year homestead possession.

(Attach 1 - posting onto door of eviction as a tenant)

2. And this unlawful “ejectment” was brought about by the forgery of a document purporting to be a lawful writ, upon signature of a judge, lawful writs are upon the signature and authority of the Clerk, in the name of and under the great seal of the State of Texas. Be it also noted that this document bears no file stamp whatsoever of ever having been duly “signed with the Clerk”.

(Attach 2 - Writ of Possession as unlawfully signed by and coming directly from the judge instead of lawfully upon signature and Office of the Clerk)

3. Furthermore this writ was fraudulently proposed onto this judge as an Order to be signed, and he did so on 8-17-2023. But writs do not get “proposed”, but are issued upon judgment, of which there was clearly none on 8-17-2023, Judgment not being till 9-20-2023.

(Attach 3 – The act of fraudulently “sneaking in” of a Proposed Writ under color of being a proposed Order)

4. As for Texas law, eviction is solely by the Justice Court of the precinct, case law coming out of and upon this very 294th District Court, then under Hon. Teresa Drum, It's the Berrys, LLC v. Edom Corner, LLC, 271 S.W.3d 765 (Tex. App. 2008) (Attach 4)

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)

And again, Texas Property Code 22.001(b), “The action of ejectment is not available in this state”

5. And as for the 9-20-2023 Judgment itself: “1. On August 17,2023 the Court Granted all relief requested in *Plaintiff's Traditional Motion for Summary Judgment.*”

(Attach 5 – Final Judgment)

6. The curious issue, of course, is if the Court already granted Plaintiff everything on 8-17-2023, why do we need another granting of everything again on 9-20-2023?

(Attach 6 – the fraudulent on 8-17-2023 signed Order that is now being flashed as being a judgment, already snuck in way back on 10-20-2022, now 8-17-2023 and 9-20-2023 being fraudulently under color of law being used)

PRAYER

For the reasons stated above, Defendant UDO BIRNBAUM moves this Court to modify, correct, and reform both the unlawful judgment of 9-20-2023 and the unlawful writ of possession of 8-17-2023.

Also attached hereto is the WARNING (Attach 7) posted on his front door by Defendant BIRNBAUM, to whoever officer in charge, detailing exactly how and why their writ being unlawful, and a human impact sample (Attach 8) of this vicious retaliatory process perpetrated upon him, an 86 year old elderly, under color of law.


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

ATTACH 1 - unlawful Eviction as a
supposed "tenant" in a "unit" - from
his 150 acre 42 year homestead

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

ATTACH 2 - unlawful writ directly from a judge instead of duly from the Clerk's Office under her Seal and signature

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

no such judgment. Was a mere Order on a Motion

WHEREAS the judgment was executed on August 17, 2023; and

WHEREAS the Plaintiff has proven an entitlement to immediate possession of the premises;

Texas Property Code 22.001(b) : "The action of ejectment is not available in this state"

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 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 Bannie Mae to Paul G. Coker and Lindsay K. Coker, dated March 21, 2014 and recorded in Document No. 2014-002199, from which a 1/2" Iron Rod Found in the West line of said County Road 2916 and the common line of said 5.00 acre tract and a called 5.72 acre tract, described as Tract 2 in a deed from Hanny E. Anderson to Brady Irwin and Sharon Irwin, dated June 26, 2020 and recorded in Document No. 2020-085698 bears North 04 deg. 44 min. 74 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 Solvin Phillips, Executrix of the Estate of Harland William Phillips to Susan Alice Emerson, et al, dated January 25, 2005 and recorded in Volume 1001, 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 74.907 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.

(1) When the writ is executed:

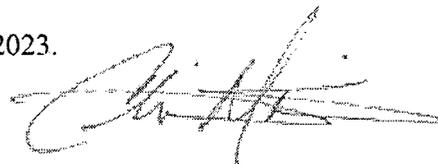
- (A) deliver possession of the premises to CSD Van Zandt LLC;
- (B) instruct Udo Birnbaum and/or all persons claiming under him to leave the premises immediately, and, if the persons fail to comply, physically remove them;
- (C) instruct Udo Birnbaum to remove, or to allow CSD Van Zandt LLC or other 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 e filing system. The filer served this document via email generated by the e filing 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

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

ATTACH 3 - unlawfully forging a Writ - under color of ORDER. Writs do not get "proposed", but are executed by the CLERK, upon a JUDGGMENT, of which there was NONE



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)

BIRNBAUM,UDO: Udo Birnbaum (brnbm@aol.com)

Document Details	
Served Document	Download Document
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NOTE: This case law originated out of and upon this very 294th District Court, then under Hon. Teresa Drum.

ATTACH 4 - The District Court does NOT have jurisdiction over "possession" - only the JP Court of the precinct.

No. 07-06-0390-CV
Court of Appeals of Texas

It's the Berrys, LLC v. Edom Corner, LLC

271 S.W.3d 765 (Tex. App. 2008)
Decided Oct 28, 2008

No. 07-06-0390-CV.

October 28, 2008.

Appeal from the District Court, Van Zandt County,
766 Teresa Drum, J. *766

Larry M. Lesh, Dallas, Dan J. Anderson, Canton,
for Appellant.

Katherine A. Ferguson, Renshaw, Davis and
767 Ferguson L.L.P., Greenville, Richard *767 L. Ray,
Ray Elliott, P.C., Canton, for Appellee.

Before QUINN, C.J., and CAMPBELL and
HANCOCK, JJ.

OPINION

JAMES T. CAMPBELL, Justice.

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.

Background

The legal complaints of the parties before us arise from a commercial lease between Edom Corner as lessor and Berry's as lessee. The leased property

was retail space located in a building that also housed a restaurant known as Edom Bakery.

At the time the parties executed the lease, the principal members of Edom Corner were Earl A. Berry, Jr. and his wife, Ann Thornton Berry. Mr. and Mrs. Berry were also the sole members of Edom Bakery, LLC, which did business as Edom Bakery. Berry's was owned by Mary Ellen Malone.

Edom Corner, Edom Bakery, and Berry's were formerly owned in equal shares by Mr. and Mrs. Berry and Malone.¹ But the parties found joint operation of the companies difficult and divided their interests. Under the agreed division, Mr. and Mrs. Berry acquired ownership of Edom Corner and Edom Bakery and Malone acquired ownership of Berry's.

¹ Earl A. Berry, Jr. and Mary Ellen Malone are brother and sister.

Berry's operated a retail merchandise store known as Mary Ellen's in the space it leased from Edom Corner. According to trial testimony, problems developed among the parties after execution of the lease. Disagreements escalated after Malone purchased a nearby restaurant, known as "the Shed," a competitor of Edom Bakery. About eighteen months after execution of the lease, an attorney for Edom Corner notified Berry's by letter that because of multiple alleged breaches of the lease it must vacate the premises by a specified date or face a forcible detainer suit.

CaseText

When Berry's did not vacate the lease-hold, Edom Corner commenced a forcible detainer suit in a justice court of Van Zandt County. By its original petition entitled "Plaintiffs Original Petition for Forcible Detainer," Edom Corner sought possession of the property, a writ of possession, and attorney's fees.

Before Berry's answered the suit, Edom Corner filed a "Motion to Transfer" in the justice court requesting transfer of the case to the 294th judicial district court of Van Zandt County. In its motion, Edom Corner asserted a suit was already pending in district court concerning a dispute among other entities owned by Malone and Mr. and Mrs. Berry. The justice court responded with an order transferring the case to district court "because the matter concerns issues within its jurisdiction." Thereafter, Berry's answered and filed a counterclaim for declaratory relief and attorney's fees.² About three weeks later, Edom Corner filed a supplemental petition requesting the district court to issue "without notice" a temporary restraining order enjoining Berry's from locking a passageway in the building, leaving the door of Mary Ellen's open while the air conditioning operated, and interfering in efforts to change building locks. The supplemental petition requested a temporary injunction and on trial a permanent injunction because "when [Edom Corner] prevails in its suit for Forcible Detainer there is a period of time between the Court's judgment and the actual physical evacuation of the premises. . . ." No temporary restraining order or temporary injunction issued.³

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² Berry's sought declarations that it was not in default of the lease, Edom Corner breached the lease, and Edom Corner's claims were barred by waiver. As the issue is not before us, we express no opinion on the propriety of the grounds for declaratory relief Berry's urged.

³ Edom Corner's request for permanent injunctive relief was not tried or expressly embraced by the court's judgment. As the

judgment was signed following a trial on the merits and no order for trial of separate issues appears of record we presume the judgment is final for appellate purposes. *Moritz v. Preiss*, 121 S.W.3d 715, 719-20 (Tex. 2003). The parties do not argue otherwise.

Following a bench trial, the district court signed a judgment awarding Edom Corner possession of the leased premises, a writ of possession, costs and attorney's fees. The judgment also decreed that Berry's take nothing by its counterclaims.

Berry's timely filed a notice of appeal to the Twelfth District Court of Appeals at Tyler. It also filed a motion with the trial court requesting a supersedeas bond exceeding the aggregate of attorney's fees awarded Edom Corner under the judgment, post-judgment interest, and the monthly rental and utility charges payable according to the terms of the lease. Edom Corner objected, arguing the case was a forcible detainer suit not involving a party's principal residence and execution of a writ of possession could not be superseded. *See* Tex.R. Civ. P. 755. The trial court ordered a supersedeas bond in an amount sufficient only to supersede enforcement of the monetary portion of its judgment.

Berry's petitioned the Tyler Court for a writ of mandamus arguing the trial court did not set the amount of bond necessary to supersede the writ of possession, contrary to the requirements of Rule of Appellate Procedure 24.1. Tex.R.App. P. 24.1(a)(3); *In re It's The Berry's, LLC*, No. 12-06-00298-CV, 2006 WL 3020353, *3, 2006 Tex.App. Lexis 9146, *9-11 (Tex.App.-Tyler Oct.25, 2006, orig. proceeding) (not designated for publication). Edom Corner again took the position the writ could not be superseded under Rule of Civil Procedure 755 because it was not a party's principal residence. Berry's countered that Rule 755 was not applicable to the case because the appeal was not from a judgment of the county court. 2006 WL 3020353, at *3, 2006 Tex.App. Lexis 9146, at *10. Edom Corner responded that



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Government Code section 24.471 established a "special relationship" between the county court and district court of Van Zandt County, authorizing adjudication of its forcible detainer suit in district court. Therefore, Rule 755 applied, disallowing suspension of the writ of possession. 2006 WL 3020353, at *4, 2006 Tex.App. Lexis 9146, at *10-11. The Tyler Court disagreed, finding Rule 755 inapplicable because Berry's was appealing not from a judgment of the county court after a trial de novo on appeal from the justice court, but a judgment of the district court, exercising its original jurisdiction. 2006 WL 3020353, at *4, 2006 Tex.App. Lexis 9146, at *12.

769 The court concluded the trial ⁷⁶⁹ court abused its discretion by not setting a bond for suspension of the entire judgment, and conditionally granted the writ of mandamus. 2006 WL 3020353, at *4, 2006 Tex.App. Lexis 9146, at * 12-13. After the trial court complied with the requirements of the conditional grant, the Tyler Court dismissed the original proceeding as moot. *In re It's The Berry's, LLC*, No. 12-06-00298-CV, 2006 WL 3313659, 2006 Tex. App. Lexis 9920 (Tex.App.-Tyler November 15, 2006, orig. proceeding) (not designated for publication). By docket equalization order of the Supreme Court, the appeal of the case was thereafter transferred to this court. See Tex. Gov't Code Ann. § 73.001 (Vernon 2005).

Issues

Berry's raises twenty-two issues on appeal. We find issues one and eleven dispositive of the appeal.

Discussion

In its first issue Berry's argues the district court lacked subject matter jurisdiction to try Edom Corner's forcible detainer action.

Whether a trial court possessed subject matter jurisdiction is a question of law we review de novo. *Mayhew v. Town of Sunnyvale*, 964 S.W.2d 922, 928 (Tex. 1998). The existence of subject matter jurisdiction may be raised for the first time

on appeal by the parties or the court on its own motion. *University of Tex. Sw. Med. Ctr. v. Loutzenhiser*, 140 S.W.3d 351, 358 (Tex. 2004), *superseded by statute on other grounds*, Tex. Gov't Code Ann. § 311.034 (Vernon Supp. 2008).

An action for forcible detainer is the judicial procedure for determining the right to immediate possession of real property. *Kennedy v. Highland Hills Apartments*, 905 S.W.2d 325, 326 (Tex.App.-Dallas 1995, no writ). It exists to provide a speedy, simple and inexpensive means for settling the right to possession of premises. *Id.*

A person who refuses to surrender possession of real property on demand commits a forcible detainer if the person:

(1) is a tenant or a subtenant wilfully and without force holding over after the termination of the tenant's right of possession;

(2) is a tenant at will or by sufferance, including an occupant at the time of foreclosure of a lien superior to the tenant's lease; or

(3) is a tenant of a person who acquired possession by forcible entry.

Tex. Prop. Code Ann. § 24.002(a)(1)-(3) (Vernon 2000). A prevailing landlord in a suit for forcible detainer "is entitled to a judgment for possession of the premises and a writ of possession." Tex. Prop. Code Ann. § 24.0061(a) (Vernon 2000).

A forcible detainer action depends on the existence of a landlord-tenant relationship. *Haith v. Drake*, 596 S.W.2d 194, 196 (Tex.Civ.App.-Houston [1st Dist.] 1980, writ ref'd n.r.e.). Only proof of a superior right to immediate possession must be proved for the plaintiff to prevail in a forcible detainer action. *Goggins v. Leo*, 849 S.W.2d 373, 377 (Tex.App.-Houston [14th Dist.] 1993, no writ). Accordingly, the sole matter in issue for resolution in a forcible detainer action is which party has the superior right to immediate

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 access to the property. *Fandey v. Lee*, 880 S.W.2d 164, 168 (Tex.App.-El Paso 1994, writ denied); *Goggins*, 849 S.W.2d at 377.

District courts in Texas are courts of general jurisdiction, presumably having subject matter jurisdiction over a cause unless a contrary showing is made. *Subaru, of America, Inc. v. David McDavid Nissan, Inc.*, 84 S.W.3d 212, 220 (Tex. 2002), *citing Dubai Petroleum Co. v. Kazi*, 12 S.W.3d 71, 75 (Tex. 2000). Under our constitution and by statute, the district court's jurisdiction "consists of exclusive, appellate, and original jurisdiction of all actions, proceedings, and remedies, except in cases where exclusive, appellate, or original jurisdiction may be conferred by [the constitution] or other law on some other court, tribunal, or administrative body." Tex. Const. art. V, § 8; Tex. Gov't Code Ann. § 24.007 (Vernon 2004).⁴ The legislature has committed jurisdiction of a forcible detainer suit, however, exclusively to a justice court in the precinct where the property in question is located. Tex. Prop. Code Ann. § 24.004 (Vernon 2000); Tex. Gov't Code Ann. § 27.031(a)(2) (Vernon 2004) (justice court has original jurisdiction of cases of forcible entry and detainer); *McGlothlin v. Kliebert*, 672 S.W.2d 231, 232 (Tex. 1984) (referring to exclusive jurisdiction of justice court in forcible entry and detainer case); *Haginas v. Malbis Memorial Foundation*, 163 Tex. 274, 354 S.W.2d 368, 371 (Tex. 1962) (forcible entry and detainer action must be instituted in justice court); *Rice v. Pinney*, 51 S.W.3d 705, 712 (Tex.App.-Dallas 2001, no pet.) (jurisdiction "expressly" given to justice court); *Mitchell v. Armstrong Capital Corp.*, 911 S.W.2d 169, 171 (Tex.App.-Houston [1st Dist.] 1995, writ denied) (jurisdiction of forcible detainer suit is in justice court and on appeal, county court); *McCloud v. Knapp*, 507 S.W.2d 644, 647-648 (Tex.Civ.App.-Dallas 1974, no writ).

⁴ "Basically, district courts are tribunals of general jurisdiction with exclusive, appellate, and original jurisdiction in all

causes unless the domain has been constitutionally or statutorily specified elsewhere." 1 Roy W. McDonald Elaine A. Grafton Carlson, *Texas Civil Practice: Courts* § 3:30 n. 1 (2d ed. 2004) (quoting *Texas Courts, A Study By the Texas Research League: Report One (The Texas Judiciary: A Structural-Functional Overview)* pp. 29, 30 (1990)). The Government Code further provides that a district court "may hear and determine any cause that is cognizable by courts of law or equity and may grant any relief that could be granted by either courts of law or equity." Tex. Gov't Code Ann. § 24.008 (Vernon 2004).

Where a claimed right of immediate possession necessarily requires resolution of a title dispute, the justice court lacks subject matter jurisdiction. *Rice*, 51 S.W.3d at 709; Tex.R. Civ. P. 746. Because a forcible detainer action is not exclusive of other remedies, another possessory action, such as a suit for trespass to try title, may be brought in district court. *Scott v. Hewitt*, 127 Tex. 31, 90 S.W.2d 816, 819 (Tex. 1936) (title may not be adjudicated in forcible entry and detainer proceeding but remedy is cumulative of any other remedy); *Rice*, 51 S.W.3d at 709; Tex. Prop. Code Ann. § 24.008 (suit for forcible detainer does not bar a suit for "trespass, damages, waste, rent, or mesne profits."). And the district court may adjudicate a suit to try title concurrently with a forcible detainer action in justice court. *Haith*, 596 S.W.2d at 196; *Rice*, 51 S.W.3d at 709.

Here the parties and trial court looked to Government Code § 24.471(b) as the origin of jurisdiction of the district court to try the forcible detainer suit. In pertinent part the statute provides:

Case text

The 294th District Court has concurrent jurisdiction with the county court in Van Zandt County over all matters of civil and criminal jurisdiction, original and appellate, in cases over which the county court has jurisdiction under the constitution and laws of this state. Matters and proceedings in the concurrent jurisdiction of the 294th District Court and the county court may be filed in either court and all cases of concurrent jurisdiction *771 may be transferred between the 294th District Court and the county court. However, a case may not be transferred from one court to another without the consent of the judge of the court to which it is transferred, and a case may not be transferred unless it is within the jurisdiction of the court to which it is transferred.

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Tex. Gov't Code Ann. § 24.471(b) (Vernon 2004). We do not find this statute ambiguous. It does not authorize, nor could it authorize, consistent with Property Code § 24.004, trial of a forcible detainer suit in the 294th district court.⁵

⁵ Further, trial of this forcible detainer suit in district court precludes appeal by trial de novo, Tex.R. Civ. P. 751, and places appeal in the courts of appeals, when the legislature intended final appellate resolution by the county court. See Tex. Prop. Code Ann. § 24.007 (Vernon 2000) (final judgment of county court in forcible entry and detainer action not appealable on issue of possession unless property in question is exclusively residential).

Edom Corner argues the Tyler Court's conditional grant of mandamus resolved any question of the district court's subject matter jurisdiction and we are, therefore, precluded by the "law of the case" doctrine from considering the question of subject matter jurisdiction. We disagree.

The "law of the case" doctrine is defined as that principle under which questions of law decided on appeal to a court of last resort will govern the case throughout its subsequent stages. By narrowing the issues in successive stages of the litigation, the law of the case doctrine is intended to achieve uniformity of decision as well as judicial economy and efficiency. The doctrine is based on public policy and is aimed at putting an end to litigation.

Hudson v. Wakefield, 711 S.W.2d 628, 630 (Tex. 1986) (citations omitted). The doctrine is not a limitation on the power of the court. *Devilla v. Schriver*, 245 F.3d 192, 197 (2d Cir. 2001). Rather, as Justice Holmes long ago noted, it "merely expresses the practice of the courts generally to refuse to reopen what has been decided." *Messenger v. Anderson*, 225 U.S. 436, 444, 32 S.Ct. 739, 56 L.Ed. 1152 (1912). Application of the doctrine lies with the discretion of the court. *Briscoe v. Goodmark Corp.*, 102 S.W.3d 714, 716 (Tex. 2003).

The Fourteenth Court of Appeals rejected a contention like that made by Edom Corner here in *Gantt v. Gantt*, 208 S.W.3d 27 (Tex.App.-Houston [14th Dist.] 2006, pet. denied). There, a party contended the law of the case doctrine precluded the Fourteenth Court from dismissing an appeal for lack of subject matter jurisdiction, based on a late notice of appeal. *Id.* at 30 n. 4 According to the party's argument, the Corpus Christi Court of Appeals, by issuing an opinion and judgment in a prior appeal in the case, must necessarily have concluded it had jurisdiction, establishing the law of the case. *Id.* The Fourteenth Court found the Corpus Christi Court had not expressly considered and decided the late-notice-of-appeal question, and found that court's *sub silentio* exercise of jurisdiction was not law of the case. *Id.*

Our circumstance is similar. While it might be said that implicit in the Tyler Court's opinion is recognition that the trial court exercised subject

Case text

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 matter jurisdiction by adjudicating the case, this was clearly not the narrow question presented or decided in the mandamus proceeding. Indeed, the Tyler Court's opinion states, "Edom [Corner] states that it agreed to the transfer [from justice court] and does not contend that the transfer was improper." *772 *In re It's the Berry's*, 2006 WL 3020353, at *3, 2006 Tex.App. Lexis 9146, at *9. We decline to utilize the law of the case doctrine to avoid review of the district court's exercise of subject matter jurisdiction in the forcible detainer action.

Edom Corner also argues that Berry's is judicially estopped to now challenge the subject matter jurisdiction of the trial court because in its petition for writ of mandamus it alleged the lawsuit was one over which a district court has original jurisdiction. Edom Corner asserts that Berry's thus took inconsistent positions in the mandamus action and the instant appeal, and is estopped to do so. We disagree for two reasons. First, "[s]ubject matter jurisdiction cannot be conferred by consent, waiver, or estoppel at any stage of a proceeding." *Tourneau Houston, Inc. v. Harais County Appraisal Dist.*, 24 S.W.3d 907, 910 (Tex.App.-Houston [1st Dist.] 2000, no pet.) (citing *Fed. Underwriters Exch. v. Pugh*, 141 Tex. 539, 174 S.W.2d 598, 600 (Tex. 1943)). Second, and assuming Berry's mandamus and appellate positions were contradictory, the mandamus proceeding is part of the present case and not a prior proceeding. See *Pleasant Glade, Assembly of God v. Schubert*, 264 S.W.3d 1, 8 (Tex. 2008). The doctrine of judicial estoppel has no application to contradictory positions taken in the same proceeding. *Id.* (citing *Galley v. Apollo Associated Servs., Ltd.*, 177 S.W.3d 523, 529 (Tex.App.-Houston [1st Dist.] 2005, no pet.)).

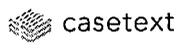
The relief Edom Corner sought in the trial court was exclusive to Chapter 24 of the Property Code. Tex. Prop. Code Ann. Chapter 24 Forcible Entry

and Detainer (Vernon 2000 Supp. 2007). The district court was without subject matter jurisdiction to try Edom Corner's forcible detainer suit. We sustain Berry's first issue.

In its eleventh issue, Berry's challenges the award of attorney's fees for Edom Corner and the denial of its request for attorney's fees. Specifically, Berry's asserts it should have prevailed in the trial court and recovered attorney's fees while Edom Corner should not have prevailed and was not entitled to recover attorney's fees. Because the district court lacked subject matter jurisdiction to adjudicate the forcible detainer action, that cause, including the award of statutory and contractual attorney's fees and costs to Edom Corner', must be set aside and dismissed. In the same way, the trial court had no jurisdiction to award attorney's fees to Berry's for defense of a forcible detainer action. Berry's does not contend the absence of an award of attorney's fees under the Uniform Declaratory Judgments Act, Tex. Civ. Prac. Rem. Code § 37.009 (Vernon 1997), was error. We sustain Berry's eleventh issue as to the recovery of attorney's fees by Edom Corner. We overrule Berry's eleventh issue as to its claim for attorney's fees.

Conclusion

When a trial court lacks subject matter jurisdiction to render a judgment, the proper procedure on appeal is for the appellate court to set the judgment aside and dismiss the cause. See *Dallas County Appraisal Dist. v. Funds Recovery*, 887 S.W.2d 465, 471 (Tex.App.-Dallas 1994) (citing *Fulton v. Finch*, 162 Tex. 351, 346 S.W.2d 823, 827 (1961)). Finding the trial court lacked subject matter jurisdiction, we sever the forcible detainer case, vacate the judgment in the forcible detainer case, and dismiss the forcible detainer case. Otherwise, we affirm the district court's judgment.



Karen L. Wilsc
District Cle
Van Zandt County, Tex.

Stormy Canady

ATTACH 5 - if the Court on 8-17-2023 already granted Plaintiff "all relief requested", why are we doing it again, today, 9-20-2023?

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.

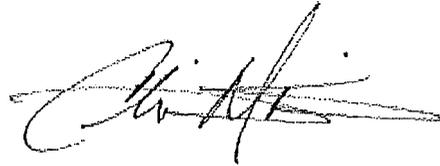
5. The Court also ORDERS, ADJUDGES AND DECREES that Defendant is permanently enjoined from: 1) entering onto or loitering at or near the Property for any reason, 2)

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 Marlin, 294th District Court

ATTACH 6 - MOTIONS FOR DUMMIES: Motions is Court PROCESS, granting more or less Court PROCESS, it is not an OUTPUT by the Court at all. Granting of PROCESS is in fact indication that the PROCESS is ongoing. Motions dispose of PROCESS, or trigger other MOTIONS. Granting a motion does not AWARD to a PARTY. It rides HERD on the LAWYERS. That is all that it does.

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§
§
§
§
§
§
§

IN THE DISTRICT COURT

294th JUDICIAL DISTRICT

VAN ZANDT COUNTY, TEXAS

2023 AUG 17 AM 11:00

ATTACH 6

KAREN 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

MOTIONS FOR DUMMIES: Motions is Court PROCESS, granting more or less Court PROCESS, it is not an OUTPUT by the Court at all. Granting of PROCESS is in fact indication that the PROCESS is ongoing. Motions dispose of PROCESS, or trigger other MOTIONS. Granting a motion does not AWARD to a PARTY. It rides HERD on the LAWYERS. That is all that it does. PERIOD.

*

UNLESS IT ON SAME DAY VIA TODAY'S INSTANTANEOUS COMMUNICATION, TRIGGERS SOME IDIOTS LIKE ROBERT O. DOW, AND HIS COREY KELLAM, BY UNLAWFUL "CIVIL STANDBY", TO INVADE MY PROPERTY, UNDER COLOR OF "HAVING WON". GOD SAVE AMERICA. AMEN.

(Previous invasion was by BULLDOZER tearing up 3000 feet of fences and gates, this time by flatbed truck and private ARMED GUARD)

ATTACH 7 - WARNING that the Writ of Possession is unlawful and that this is not a "tenant" in a "unit" - but a 42 year 150 acre HOMESTEAD

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.

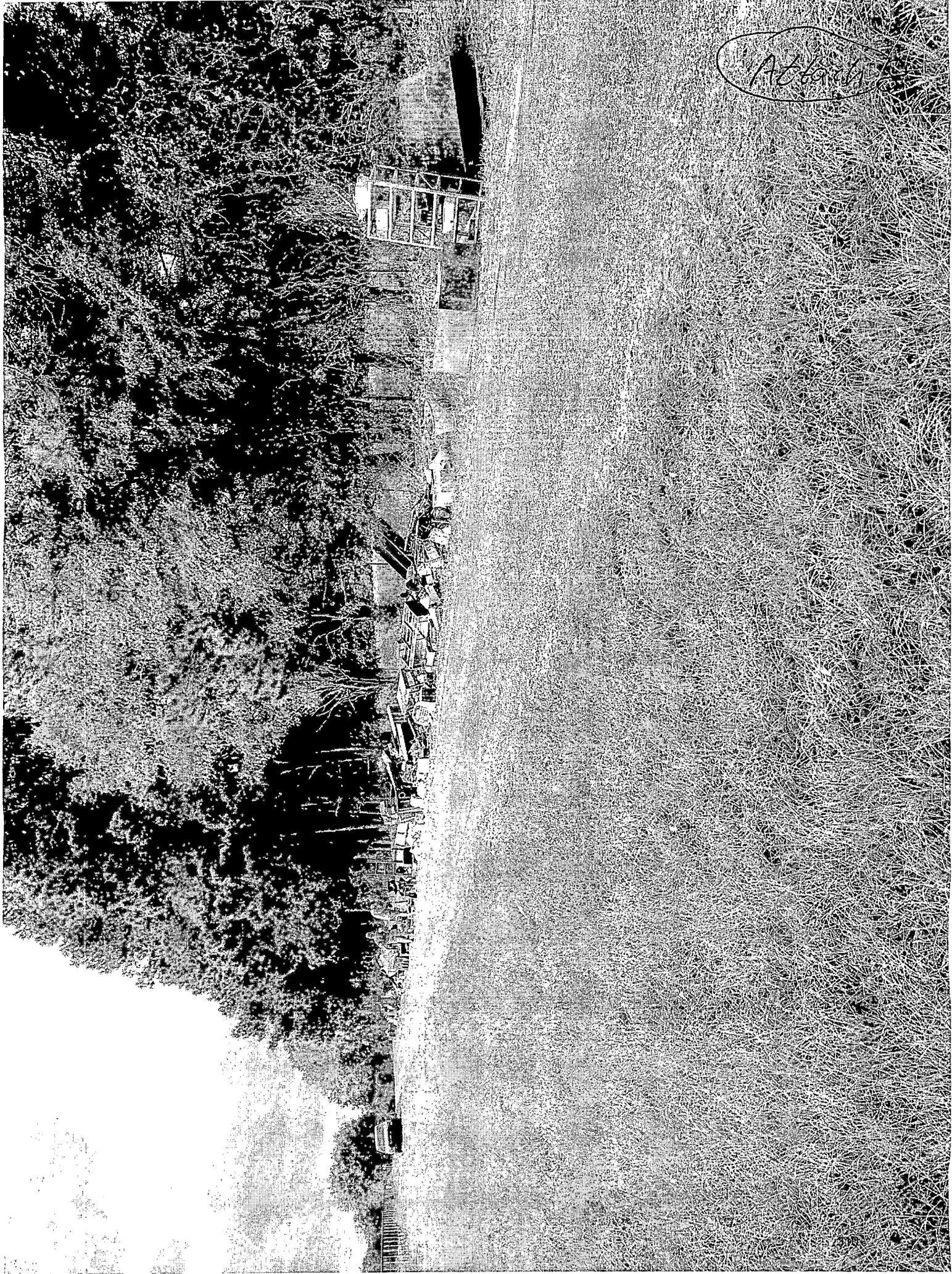
An **execution** is a process of the court from which it is issued. **The clerk** of the **district** or **county** court or the **justice** of the peace, as the case may be, shall tax the costs in every case in which a **final judgment** has been rendered and **shall issue execution to enforce such 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

Attoria



CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§ IN THE DISTRICT COURT

§ 294th JUDICIAL DISTRICT

§ VAN ZANDT COUNTY, TX

FILED FOR RECORD
2023 OCT 12 AM 10:10
KAREN L. WILSON, CLERK
DISTRICT CLERK
VAN ZANDT COUNTY, TX
BRNBM

NOTICE OF APPEAL

Defendant appeals Final Judgment signed September 20, 2023.

UDO BIRNBAUM

UDO BIRNBAUM
P.O. Box 4281
Palestine, TX 75802
903-802-9669
BRNBM@AOL.COM

Certificate of Service

Today October 9, 2023, CMRR 7020 1290 0000 2939 4709, to Corey Kellam, Flowers Davis, 1021 ESE Loop 323, Suite 200, Tyler, Texas 75701.

Today October 9, 2023, CMRR 7020 1290 0000 2939 4716, to District Clerk, Karen L. Wilson, Courthouse, 121 E. Dallas St., Suite 302, Canton TX, 75103

No. 12-23-00282-CV

**In the Twelfth Court of Appeals
Tyler, Texas**

FILED IN
12th COURT OF APPEALS
TYLER, TEXAS
11/20/2023 2:13:19 PM
KATRINA MCCLENNY
Clerk

Udo Birnbaum,
Appellant,
v.
CSD Van Zandt, LLC,
Appellee.

FILED FOR RECORD
2023 DEC -1 PM 4:16
KAREN WILSON
DIST. CLERK VAN ZANDT CO. TX
BY [Signature] DEP

Appearance of Counsel

Gregory D. Smith, of the firm Smith Legal PLLC, is appearing as lead appellate counsel for the Appellee, CSD Van Zandt, LLC. Corey R. Kellam continues to serve as additional counsel for the Appellee in this Court.

Respectfully submitted,

/s/ Gregory D. Smith

Gregory Smith
Bar No. 18600600
SMITH LEGAL PLLC
110 N. College Ave., Suite 1120
Tyler, TX 75702
Telephone: (903) 630-7165
Facsimile: (903) 609-3077
greg@smithlegaltx.com

/s/ Corey R. Kellam

Corey R. Kellam
Bar No. 24083297
Flowers Davis, P.L.L.C.
1021 ESE Loop 323, Suite 200
Tyler, Texas 75701
(903)534-8063
(903) 534-1650 (facsimile)
crk@flowersdavis.com

ATTORNEYS FOR APPELLEE

CERTIFICATE OF SERVICE

This appearance of counsel has this 20th day of November, 2023, been served electronically, via the electronic filing manager, on the pro se appellant:

Udo Birnbaum
P. O. Box 4281
Palestine, TX 75802
(903) 802-9669
BRNBM@AOL.COM

/s/ Gregory D. Smith

Gregory Smith

Appellate Docket Number: 12-23-00282-CV

Appellate Case Style: Udo Birnbaum

Vs. CSD Van Zandt, LLC

Companion Case No.: 22-00105 in the 294th

Amended/corrected statement: DOCKETING STATEMENT (Civil)
Appellate Court:
(to be filed in the court of appeals upon perfection of appeal under TRAP 32)

FILED FOR RECORD
2023 DEC - 8 PM 1: 56
KOBEN WILSON
DIST. CLERK
JANET CO. TX
DEP

I. Appellant

Person Organization (choose one)
First Name: UDO
Middle Name: HERMAN
Last Name: BIRNBAUM
Suffix:
Pro Se:

II. Appellant Attorney(s)

Lead Attorney
First Name:
Middle Name:
Last Name:
Suffix:
Law Firm Name:
Address 1:
Address 2:
City:
State: Texas Zip+4:
Telephone: ext.
Fax:
Email:
SBN:

III. Appellee

Person Organization (choose one)
First Name: CSD VAN ZANDT LLC
Middle Name:
Last Name:
Suffix:
Pro Se:

IV. Appellee Attorney(s)

Lead Attorney
First Name: GREGORY
Middle Name:
Last Name: SMITH
Suffix:
Law Firm Name: SMITH LEGAL PLLC
Address 1: 110 N. COLLEGE AVE,
Address 2: SUITE 1120
City: TYLER
State: Texas Zip+4: 75702
Telephone: 903 630-7165 ext.
Fax:
Email: GREG@SMITHLEGALTX.COM
SBN:

V. Perfection Of Appeal And Jurisdiction

Nature of Case (Subject matter or type of case): TRESPASS TO TRY TITLE

Date order or judgment signed: SEPTEMBER 20, 2023 Type of judgment: FINAL JUDGMENT

Date notice of appeal filed in trial court: OCTOBER 12, 2023

If mailed to the trial court clerk, also give the date mailed: OCTOBER 9, 2023

Interlocutory appeal of appealable order: Yes No

If yes, please specify statutory or other basis on which interlocutory order is appealable (See TRAP 28):

N/A

Accelerated appeal (See TRAP 28): Yes No

If yes, please specify statutory or other basis on which appeal is accelerated:

N/A

Parental Termination or Child Protection? (See TRAP 28.4): Yes No

Permissive? (See TRAP 28.3): Yes No

If yes, please specify statutory or other basis for such status:

N/A

Agreed? (See TRAP 28.2): Yes No

If yes, please specify statutory or other basis for such status:

N/A

Appeal should receive precedence, preference, or priority under statute or rule: Yes No

If yes, please specify statutory or other basis for such status:

N/A

Does this case involve an amount under \$100,000? Yes No

Judgment or order disposes of all parties and issues: Yes No

Appeal from final judgment: Yes No

Does the appeal involve the constitutionality or the validity of a statute, rule, or ordinance? Yes No

VI. Actions Extending Time To Perfect Appeal

Motion for New Trial:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, date filed:	OCTOBER 5, 2023 / Oct 3
Motion to Modify Judgment:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, date filed:	OCTOBER 5, 2023 / Oct 3
Request for Findings of Fact and Conclusions of Law:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, date filed:	OCTOBER 5, 2023 / Oct 3
Motion to Reinstate:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, date filed:	N/A
Motion under TRCP 306a:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, date filed:	N/A
Other:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If other, please specify:	N/A		

VII. Indigency Of Party: (Attach file-stamped copy of affidavit, and extension motion if filed.)

Affidavit filed in trial court: Yes No If yes, date filed: N/A

Contest filed in trial court: Yes No If yes, date filed: N/A

Date ruling on contest due:

Ruling on contest: Sustained Overruled Date of ruling: N/A

VIII. Bankruptcy

Has any party to the court's judgment filed for protection in bankruptcy which might affect this appeal? Yes No

If yes, please attach a copy of the petition.

Date bankruptcy filed:

Bankruptcy Case Number:

N/A

N/A

IX. Trial Court And Record

Court: 294th
County: VAN ZANDT

Clerk's Record:

Trial Court Docket Number (Cause No.):

22-00105

Trial Court Clerk: District County

Was clerk's record requested? Yes No

If yes, date requested: DECEMBER 7, 2023

Trial Judge (who tried or disposed of case):

If no, date it will be requested:

First Name: CHRIS

Were payment arrangements made with clerk? Yes No

Middle Name:

(Note: No request required under TRAP 34.5(a),(b))

Last Name: MARTIN

Suffix:

Address 1:

Address 2:

City:

State: Texas

Zip + 4:

Telephone:

ext.

Fax:

Email:

Reporter's or Recorder's Record:

Is there a reporter's record? Yes No

Was reporter's record requested? Yes No

NEVER A TRIAL SEE DOCKET SHEET

N/A

Was there a reporter's record electronically recorded? Yes No

If yes, date requested:

If no, date it will be requested:

Were payment arrangements made with the court reporter/court recorder? Yes No

- Court Reporter
- Court Recorder
- Official
- Substitute

First Name:

Middle Name:

Last Name:

Suffix:

Address 1:

Address 2:

City:

State: Texas

Zip + 4:

Telephone:

ext.

Fax:

Email:

Add Another Reporter

X. Supersedeas Bond

Supersedeas bond filed: Yes No If yes, date filed: *N/A*

Will file: Yes No

XI. Extraordinary Relief

Will you request extraordinary relief (e.g. temporary or ancillary relief) from this Court? Yes No

If yes, briefly state the basis for your request:

XII. Alternative Dispute Resolution/Mediation (Complete section if filing in the 1st, 2nd, 4th, 5th, 6th, 8th, 9th, 10th, 11th, 12th, 13th, or 14th Court of Appeal)

Should this appeal be referred to mediation? Yes No

If no, please specify:

Has the case been through an ADR procedure? Yes No

If yes, who was the mediator? *N/A*

What type of ADR procedure? *N/A*

At what stage did the case go through ADR? Pre-Trial Post-Trial Other *N/A*

If other, please specify:

Type of case?

Give a brief description of the issue to be raised on appeal, the relief sought, and the applicable standard for review, if known (without prejudice to the right to raise additional issues or request additional relief):

Inconsistent with due process. REMAND FOR DUE TRIAL, REMAND FOR DUE PROCESS. FINAL JUDGMENT WITHOUT EVER TRIAL OR HEARING

How was the case disposed of? *DISPOSSESSED OF 150 ACRES \$ 2,250,000 42 YEAR HOMESTEAD*

Summary of relief granted, including amount of money judgment, and if any, damages awarded.

If money judgment, what was the amount? Actual damages:

Punitive (or similar) damages:

DISPOSSESSED OF 150 ACRES \$ 2,250,000 42 YEAR HOMESTEAD

Attorney's fees (trial): **N/A never a TRIAL**

Attorney's fees (appellate):

Other:

If other, please specify:

Will you challenge this Court's jurisdiction? Yes No

Does judgment have language that one or more parties "take nothing"? Yes No

Does judgment have a Mother Hubbard clause? Yes No

Other basis for finality?

Rate the complexity of the case (use 1 for least and 5 for most complex): 1 2 3 4 5

Please make my answer to the preceding questions known to other parties in this case. Yes No

Can the parties agree on an appellate mediator? Yes No **UNKNOWN BUT WILLING TO**

If yes, please give name, address, telephone, fax and email address:

Name	Address	Telephone	Fax	Email
N/A	N/A	N/A	N/A	N/A

Languages other than English in which the mediator should be proficient: **N/A**

Name of person filing out mediation section of docketing statement:

N/A

XIII. Related Matters

List any pending or past related appeals before this or any other Texas appellate court by court, docket number, and style.

Docket Number:

Trial Court:

Style:

Vs.

XIV. Pro Bono Program: (Complete section if filing in the 1st, 3rd, 5th, or 14th Courts of Appeals)

The Courts of Appeals listed above, in conjunction with the State Bar of Texas Appellate Section Pro Bono Committee and local Bar Associations, are conducting a program to place a limited number of civil appeals with appellate counsel who will represent the appellant in the appeal before this Court.

The Pro Bono Committee is solely responsible for screening and selecting the civil cases for inclusion in the Program based upon a number of discretionary criteria, including the financial means of the appellant or appellee. If a case is selected by the Committee, and can be matched with appellate counsel, that counsel will take over representation of the appellant or appellee without charging legal fees. More information regarding this program can be found in the Pro Bono Program Pamphlet available in paper form at the Clerk's Office or on the Internet at www.tex-app.org. If your case is selected and matched with a volunteer lawyer, you will receive a letter from the Pro Bono Committee within thirty (30) to forty-five(45) days after submitting this Docketing Statement.

Note: there is no guarantee that if you submit your case for possible inclusion in the Pro Bono Program, the Pro Bono Committee will select your case and that pro bono counsel can be found to represent you. Accordingly, you should not forego seeking other counsel to represent you in this proceeding. By signing your name below, you are authorizing the Pro Bono committee to transmit publicly available facts and information about your case, including parties and background, through selected Internet sites and Listserv to its pool of volunteer appellate attorneys.

Do you want this case to be considered for inclusion in the Pro Bono Program? Yes No

Do you authorize the Pro Bono Committee to contact your trial counsel of record in this matter to answer questions the committee may have regarding the appeal? Yes No

Please note that any such conversations would be maintained as confidential by the Pro Bono Committee and the information used solely for the purposes of considering the case for inclusion in the Pro Bono Program.

If you have not previously filed an affidavit of Indigency and attached a file-stamped copy of that affidavit, does your income exceed 200% of the U.S. Department of Health and Human Services Federal Poverty Guidelines? Yes No

These guidelines can be found in the Pro Bono Program Pamphlet as well as on the internet at <http://aspe.hhs.gov/poverty/06poverty.shtml>.

Are you willing to disclose your financial circumstances to the Pro Bono Committee? Yes No

If yes, please attach an Affidavit of Indigency completed and executed by the appellant or appellee. Sample forms may be found in the Clerk's Office or on the internet at <http://www.tex-app.org>. Your participation in the Pro Bono Program may be conditioned upon your execution of an affidavit under oath as to your financial circumstances.

Give a brief description of the issues to be raised on appeal, the relief sought, and the applicable standard of review, if known (without prejudice to the right to raise additional issues or request additional relief; use a separate attachment, if necessary).

XV. Signature

Udo Birnbaum

Signature of counsel (or pro se party)

Date: 12-7-2023

Printed Name:

UDO BIRNBAUM

State Bar No.:

N/A

Electronic Signature:
(Optional)

N/A

XVI. Certificate of Service

The undersigned counsel certifies that this docketing statement has been served on the following lead counsel for all parties to the trial court's order or judgment as follows on

DECEMBER 7, 2023

Moto Binkmann

Signature of counsel (or pro se party)

Electronic Signature:
(Optional)

N/A

State Bar No.:

Person Served

Certificate of Service Requirements (TRAP 9.5(e)): A certificate of service must be signed by the person who made the service and must state:

- (1) the date and manner of service; ✓
- (2) the name and address of each person served, and ✓
- (3) if the person served is a party's attorney, the name of the party represented by that attorney ✓

Please enter the following for each person served:

Date Served: DECEMBER 7, 2023
 Manner Served: CMRR 7020 1290 0000 2939 7571
 First Name: GREGORY ~~SMITH~~
 Middle Name:
 Last Name: SMITH
 Suffix:
 Law Firm Name: SMITH LEGAL PLLC
 Address 1: 110 N. College Ave., Suite 1120
 Address 2:
 City: TYLER
 State Texas Zip+4:
 Email: ~~GREG@~~ GREG@SMITHLEGALTXTX.COM
 If Attorney, Representing Party's Name: CSD VAN BAUDT, LLC

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

\$ IN THE DISTRICT COURT
\$ 294TH JUDICIAL DISTRICT
\$ VAN ZANDT COUNTY

FILED FOR RECORD
2023 DEC -8 PM 4:58
KIM WILSON
CLERK
CSD VAN ZANDT CO. TX
DEP

DESIGNATION OF CLERK'S RECORD

Herewith per 12th COA instructions and RAP 34.6, designation of the clerk's record:

RCP 34.5(a)(1) all pleadings on which **the trial** was held (however there NEVER was a trial)

- PLAINTIFF'S FIRST AMENDED ORIGINAL PETITION AND APPLICATION FOR TEMPORARY INJUNCTION (67 pages 10-20-2022)
- SECOND AMENDED ANSWER, COUNTER, CROSS, TRESPASS TRY TITLE, INJUNCTION, LAW LICENSES, CRIMINAL REFER (22 pages 2-23-2023)
- **Please however convey to the 12th COA that there never was a trial**

RCP 34.5(a)(3) the court's docket sheet

- DOCKET SHEET (7 pages)

RCP 34.5(a)(4) the court's charge and the jury's verdict, or the court's findings of fact and conclusions of law

There never was a trial. Never a court's charge. Never a verdict. Never findings. **Please so convey to the 12th COA**

RCP 34.5(a)(5) the court's judgment or other order that is being appealed

- JUDGMENT (2 pages 9-20-2023)
- WRIT OF POSSESSION (5 pages 8-30-2023)
- ORDER GRANTING PLAINTIFF'S TRADITIONAL MOTION FOR SUMMARY JUDGMENT (1 page 8-17-2023)
- ORDER DENYING MOTION TO RECUSE (with \$500 fine, 2 pages 9-19-2023)

RCP 34.5(a)(6) any request for findings of fact and conclusions of law, any post-judgment motion, and the court's order on the motion

- REQUEST FOR FINDINGS OF FACT AND CONCLUSIONS OF LAW (2 pages 10-3-2023 no court response)
- MOTION TO MODIFY CORRECT AND REFORM THE JUDGMENT (22 pages 10-3-2023 no court response)
- MOTION FOR NEW TRIAL BECAUSE THERE NEVER WAS A FIRST (1 page 10-3-2023 no court response)
- MOTION TO STAY WRIT OF POSSESSION (1 page 9-6-2023)
- FIRST AMENDED EMERGENCY MOTION TO STAY WRIT OF POSSESSION / ("eviction") (4 pages 9-6-2023)
- ORDER DENYING DEFENDANT'S EMERGENCY MOTIONS TO STAY WRIT OF POSSESSION (upon both motions, 12 page 9-20-2023)

RCP 34.5(a)(7) the notice of appeal

- NOTICE OF APPEAL (1 page 10-12-2023)

Please provide estimate

UDO Birnaum

UDO BIRNAUM
PO Box 4281
Palestine, TX 75802
(903) 802-9669
BRNBM@AOL.COM

Certificate of Service

Today December 7, 2023, CMRR 7020 1290 0000 2939 7557, to Twelfth Court of Appeals, 1517 West Front Street Suite 354, Tyler, Texas 75702

Today December 7, 2023, CMRR 7020 1290 0000 2939 7564, to District Clerk, Karen L. Wilson, Courthouse, 121 E. Dallas St., Suite 302, Canton TX, 75103

Today December 7, 2023, CMRR 7020 1290 0000 2939 7571, to Gregory Smith, Smith Legal PLLC, 110 N. College Ave., Suite 1120, Tyler, TX 75702

UDO Birnaum

Peggy Cassell

From: greg@smithlegaltx.com
Sent: Thursday, December 14, 2023 9:22 AM
To: Peggy Cassell
Subject: RE: Message from "RNP583879476FA2"

FILED FOR RECORD
2023 DEC 14 AM 9:12
KAREN WILSON
DIST CLERK VAN ZANDT CO. TX
BY PC DEP

Peggy,

Thanks for following up with me about the appellate record. In addition to the items Mr. Birnbaum has requested, please also include in the clerk's record:

- 1) Plaintiff CSD Van Zandt LLC's motion for summary judgment, including all exhibits and attachments
- 2) Any response to CSD's summary-judgment motion, including exhibits and attachments
- 3) any reply supporting CSD Van Zandt's motion for summary judgment
- 4) any written objections to the summary-judgment proof (and any response to those objections)
- 5) any application by CSD Van Zandt for a writ of possession
- 6) any responses that CSD Van Zandt LLC may have filed to Mr. Birnbaum's post-judgment motions (a) to modify correct and reform the judgment, (b) for new trial, or (c) to stay writ of possession
- 7) a bill of costs

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

From: Peggy Cassell <pcassell@vanzandtcounty.org>
Sent: Thursday, December 14, 2023 9:01 AM
To: greg@smithlegaltx.com
Subject: FW: Message from "RNP583879476FA2"

Mr. Smith,

My name is Peggy Cassell and I will be the one to send in the appeal on Udo Birnbaum. I have enclosed the Designation of Clerks Record that I received from Mr. Birnbaum. He informed me this is what he wants included in the appeal. I just wanted to make sure you are in agreement with this request.

I will be starting the appeal soon. If you could let me know if you are in agreement with this I would appreciate it.

Thank you,
Peggy Cassell
Criminal Deputy Clerk
903-567-6576 Ext 390
pcassell@vanzandtcounty.org

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

From: Ricoh C. Copier <ricoh2@vanzandtcounty.org>
Sent: Thursday, December 14, 2023 9:15 AM
To: Peggy Cassell <pcassell@vanzandtcounty.org>
Subject: Message from "RNP583879476FA2"

This E-mail was sent from "RNP583879476FA2" (MP 2555).

Scan Date: 12.14.2023 09:15:19 (-0600)

Queries to: ricoh2@vanzandtcounty.org

VAN ZANDT COUNTY DISTRICT CLERK
 BILL OF COST FOR 01/18/2024 PAGE -- 1
 CAUSE # 22-00105

CSD VAN ZANDT LLC

v.

UDO BIRNBAUM

DATE	DESCRIPTION	DEPOSITS	CHARGES
08/24/2022	ORIGINAL PETITION	0.00	350.00
08/24/2022	ISSUE CITATION	0.00	8.00
08/24/2022	JURY FEE	0.00	10.00
08/24/2022	RECEIPT ISSUED # 214999	368.00	0.00
09/29/2022	ISSUE CITATION	0.00	8.00
09/29/2022	ISSUE CITATION	0.00	8.00
09/29/2022	ISSUE CITATION	0.00	8.00
09/29/2022	ISSUE CITATION	0.00	8.00
09/29/2022	RECEIPT ISSUED # 215551	32.00	0.00
08/28/2023	SERVICE - SHERIFF - WRIT	0.00	200.00
08/28/2023	ISSUE WRIT	0.00	8.00
08/31/2023	RECEIPT ISSUED # 220667	208.00	0.00
12/14/2024	CLERK RECORD	0.00	330.00
01/18/2024	RECEIPT ISSUED # 222479 COMMENTS: APPEAL PAID IN FULL	330.00	0.00
	PLAINTIFF TOTALS	368.00	368.00
	DEFENDANT TOTALS	362.00	362.00
	CROSS COMPLAINANT TOTALS	208.00	208.00
	THIRD PARTIES TOTALS	0.00	0.00
	INTERVENOR TOTALS	0.00	0.00
	MOVANT TOTALS	0.00	0.00
	RESPONDENT TOTALS	0.00	0.00
	TOTAL OF ALL CHARGES		938.00
	TOTAL OWED BY PLAINTIFF	0.00	
	TOTAL OWED BY DEFENDANT	0.00	
	TOTAL OWED BY INTERVENOR	0.00	
	TOTAL OWED BY THIRD PARTIES	0.00	
	TOTAL OWED BY CROSS COMPLAINANT	0.00	
	TOTAL OWED BY MOVANT	0.00	
	TOTAL OWED BY RESPONDENT	0.00	

CLERK'S CERTIFICATE

The State of Texas
County of Van Zandt

I, Karen Wilson, District Clerk of the 294th Judicial District Court of Van Zandt County, Texas do hereby certify that the documents contained in this record to which this certification is attached are all of the documents specified by Texas Rule of Appellate Procedure 34.5(a) and all other documents timely requested by a party to this proceeding under Texas Rule of Appellate Procedure 34.5(b).

GIVEN UNDER MY HAND AND SEAL at my office in Van Zandt County, Texas, **this 18TH day of January, 2024.**

Deputy Clerk /s/ Peggy Cassell



Name of Clerk Karen Wilson

Title District Clerk