

No. 12-23-00282-CV

§

In the Court of Appeals
Twelfth Court of Appeals at Tyler

UDO BIRNBAUM

Defendant, Counter-claimant - Appellant

v.

CSD VAN ZANDT LLC

Plaintiff, Counter Defendant - Appellee

Appeal from the 294th Judicial
District Court of Van Zandt County, Texas
The Honorable Chris Martin
Trial cause no. 22-00105

APPENDIX

To Brief for Appellant

UDO BIRNBAUM
119 An County Road 2501
Tennessee Colony, TX 75861
BRNBM@AOL.COM
(903) 922-5996

DOCUMENTS

- A. The summary judgment used to dispossess Defendant of his homestead
- B. The proposal of a writ of possession on the summary judgment
- C. The writ of possession taking Defendant's 150 acre homestead
- D. Posted on front door – ejectment as a supposed “tenant” in a “unit”
- E. Defendant's Posting on front door – that the writ was clearly unlawful
- F. Final Judgment solely upon the summary judgment, with never a trial
- G. The seven (7) page docket sheet, jury fee paid, but never a trial
- H. Defendant's Response to Plaintiff's Motion for Summary Judgment
- J. Defendant's RCP 166a(i) No Evidence MSJ

Appendix - A: The summary judgment used to dispossess Defendant of his homestead

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§
§
§
§
§
§
§

IN THE DISTRICT COURT
294th JUDICIAL DISTRICT
VAN ZANDT COUNTY, TEXAS
FILED FOR RECORD
2023 AUG 17 AM 11:23
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

①

Appendix - B. The proposal of a writ of possession on the summary judgment

Notification of Service for Case: 22-00105, CSD VAN ZANDT LLC VS. BIRNBAUM,UDO for filing Proposed Order, Envelope Number: 78984965

From: no-reply@efilingmail.tylertech.cloud
 To: brnbn@aol.com
 Date: Monday, August 28, 2023 at 03:08 PM CDT

Notification of Service



Case Number: 22-00105
 Case Style: CSD VAN ZANDT LLC VS. BIRNBAUM,UDO
 Envelope Number: 78984965

This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document. If the link does not work, please copy the link and paste into your browser. You can also obtain this document by following the steps on this [article](#).

Filing Details	
Case Number	22-00105
Case Style	CSD VAN ZANDT LLC VS. BIRNBAUM,UDO
Date/Time Submitted	8/28/2023 3:08 PM CST
Filing Type	Proposed Order
Filing Description	Writ of Possession of Premises
Filed By	Amy Womack
Service Contacts	CSD VAN ZANDT LLC: Celia Flowers (ccf@flowersdavis.com) Corey Kellam (crk@flowersdavis.com) Amy Womack (aw@flowersdavis.com) Jennifer Wallace (legalassistant@flowersdavis.com) Ashley Fortune (alf@flowersdavis.com) Shannon Barber (sb@flowersdavis.com)

A WRIT proposed as an ORDER

2

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

Document Details	
Served Document	Download Document
This link is active for 30 days.	

3

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§
§
§
§
§
§
§

IN T
294'

Appendix - C: The writ of possession taking Defendant's 150 acre homestead. NOTICE the absence of a CLERK FILEMARK

VAN ZANDT COUNTY, TEXAS

WRIT OF POSSESSION OF PREMISES

TO ANY SHERIFF OR CONSTABLE IN THE STATE OF TEXAS:

WHEREAS the Plaintiff has recovered judgment of possession of the premises in the above-entitled and numbered action; and

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

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

YOU ARE HEREBY COMMANDED to place Plaintiff, CSD VAN ZANDT, LLC, in immediate possession of the premises located at 540 VZ County Road 2916, Eustace, Texas 75124, and legally described as:

All that certain lot, tract or parcel of land located within the P. Young Survey, Abstract No. 978 of Van Zandt County, Texas, being all of a called 74.507 acre tract, described as Tract 1 and all of a called 74.507 acre tract, described as Tract 2 in a deed from T.C. Travis and wife, Carolyn Ann Travis to Udo H. Birnbaum, dated September 17, 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. Flower 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. Colter and Lindsey 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. 2020-005698 bears North 04 deg. 34 min. 24 sec. West, a distance of 513.56 feet;

THENCE with said County Road 2914, the West line of said 96.60 acre tract, a called 32.48 acre tract, described as Tract 1 in Said Volume 2155, Page 113, and the residue of a called 106.73 acre tract as described in a deed from Shirley Solvin Phillips, Executrix of the Estate of Harland William Phillips to Susan Alice Emerson, et al, dated January 25, 2005 and recorded in Volume 2004, 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 Allan Phillips and Gloria Jean Phillips to Steven D. Kiewit, dated February 25, 2022 and recorded in Document No. 2022-003473 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 423.05 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 Allan Phillips and Gloria Jean Phillips to R.G. Phillips Revocable Trust, dated May 12, 2017 and recorded in Document No. 2017-004184, passing a 5/8" Iron Rod Found at the East common corner of same at 522.28 feet and continuing for a total distance of 1,562.69 feet to a 2" Steel Post fence corner found at the Southeast corner of a called 17.25 acre tract as described in a deed from the Sheriff of Van Zandt County, Texas to Manuel Gallaga, dated November 3, 2020 and recorded in Document No. 2020-011428;

THENCE North 01 deg. 07 min. 07 sec. West, with the East line of said 17.25 acre tract, a distance of 1,873.23 feet to a 3/4" Iron Pipe Found in the South line of a called 31.88 acre tract, described as Tract 1 in said Document No. 2020-093698 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.

5

(1) When the writ is executed:

- (A) deliver possession of the premises to CSD Van Zandt LLC;
- (B) instruct Udo Birnbaum and/or all persons claiming under him to leave the premises immediately, and, if the persons fail to comply, physically remove them;
- (C) instruct Udo Birnbaum to remove, or to allow CSD Van Zandt LLC or other persons acting under your supervision to remove, all personal property from the premises other than personal property claimed to be owned by CSD Van Zandt LLC; and,
- (D) place, or have an authorized person place, the removed personal property outside at a nearby location, but not blocking a public sidewalk, passageway, or street and not while it is raining, sleeting, or snowing, with the exception of circumstances existing under Texas Property Code Sec. 24.0061 (d-1).

The officer serving this *Writ*, at the officer's discretion, may engage the services of a bonded or insured warehouseman to remove and store, subject to applicable law, part or all of the property at no cost to CSD Van Zandt LLC or the officer executing the *Writ*. The officer may not require CSD Van Zandt LLC to store the property.

NOTICE TO OFFICER: Under Section 7.003, Texas Civil Practice and Remedies Code, the officer is not liable for damages resulting from the execution of the *Writ* if the officer executes the *Writ* in good faith and with reasonable diligence.

8/30/2023 4:05:42 pm

SIGNED this ____ day of _____ 2023.



JUDGE PRESIDING
Chris Martin

RETURN

Came to hand on the ____ day of _____ 2023, at _____ o'clock ____ .m., and executed at _____, Van Zandt County, Texas, at _____ o'clock ____ .m. on the ____ day of _____ 2023, by placing CSD Van Zandt LLC in possession of the property described in accordance with the terms of the *Writ*.

CONSTABLE, Precinct _____
VAN ZANDT COUNTY, TEXAS

BY _____

Automated Certificate of eService

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

Amy Womack on behalf of Celia Flowers
Bar No. 7175500
aw@flowersdavis.com
Envelope ID: 78984965
Filing Code Description: Proposed Order
Filing Description: Writ of Possession of Premises
Status as of 8/31/2023 7:52 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Celia C.Flowers		ccf@flowersdavis.com	8/28/2023 3:08:03 PM	SENT
Corey RossKellam		crk@flowersdavis.com	8/28/2023 3:08:03 PM	SENT
Amy Womack		aw@flowersdavis.com	8/28/2023 3:08:03 PM	SENT
Jennifer Wallace		legalassistant@flowersdavis.com	8/28/2023 3:08:03 PM	SENT
Ashley Fortune		alf@flowersdavis.com	8/28/2023 3:08:03 PM	SENT
Shannon MBarber		sb@flowersdavis.com	8/28/2023 3:08:03 PM	SENT
Udo Birnbaum		brnbn@aol.com	8/28/2023 3:08:03 PM	SENT

Appendix - D. Posted on front door -
ejectment as a supposed "tenant" in a "unit"

WARNING

A Writ of Possession has been issued by 294th
Judicial District Court of Van Zandt County,
Case No. 22-00105

All tenants and their personal property should be
removed from 540 Van Zandt County Road
2916, Eustace, Texas 75124 by

SEPTEMBER 07, 2023 at
9:00AM

Tenants and personal property remaining on the
premises after that date and time will be subject to
removal. The unit will be turned over to:

CSD Van Zandt, LLC

Van Zandt County Sheriffs Office
Posted by S.D. Henson

05 Day of September, 2023 at 2:54 pm

(9)

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

10

**Appendix - F: Final Judgment solely upon
the summary judgment, with never a trial**

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)

11

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

VAN ZANDT COUNTY CIVIL
CAUSE # 22-00105

Appendix - G: The seven (7) page docket
sheet, jury fee paid, but never a trial

CSD VAN ZANDT LLC

ATTORNEY: WATKINS, KATRYNA
1021 ESE LOOP 323, SUITE 200
TYLER, TX 75701
(903) 534-8063

-- VS. --

BIRNBAUM, UDO

ATTORNEY:

CAUSE OF ACTION: TRESPASS TO TRY TITLE
FILE DATE: 08/24/2022

DATE	NATURE OF PROCEEDINGS
08/24/2022	ORIGINAL PETITION PLAINTIFF'S ORIGINAL PETITION AND APPLICATION FOR TEMPORARY INJUNCTION
08/24/2022	ISSUE CITATION
08/24/2022	JURY FEE
08/24/2022	RECEIPT ISSUED 214999
08/24/2022	ISSUE CITATION UDO BIRNBAUM CITATION ISSUED ENV# 67633331/ST/HP
08/29/2022	ANSWER ANSWER AND COUNTERCLAIM
08/30/2022	CITATION RETURNED UDO BIRNBAUM CITATION RETURNED EXECUTED ON 08/25/2022
09/29/2022	AMENDED FILING FIRST AMENDED ANSWER, COUNTER, CROSS, TRESPASS TO TRY TITLE, INJUNCTION, LAW LICENSES, CRIMINAL REFER
09/29/2022	ISSUE CITATION
09/29/2022	RECEIPT ISSUED 215551
09/29/2022	ISSUE CITATION ROBERT O. DOW-CITATION ISSUED BY HAND TO UDO BIRNBAUM
09/29/2022	ISSUE CITATION COREY KELLAM-CITATION ISSUED BY HAND TO UDO BIRNBAUM
09/29/2022	ISSUE CITATION CELIA C. FLOWERS-CITATION ISSUED BY HAND TO UDO BIRNBAUM
09/29/2022	ISSUE CITATION VAN ZANDT COUNTY-CITATION ISSUED TO UDO BIRNBAUM
09/30/2022	CERTIFICATE OF CERTIFICATE OF WRITTEN DISCOVERY
10/20/2022	AMENDED FILING PLAINTIFF'S FIRST AMENDED ORIGINAL PETITION AND APPLICATION FOR TEMPORARY INJUNCTION
10/20/2022	MOTION (NO FEE) PLAINTIFF'S TRADITIONAL MOTION FOR SUMMARY JUDGMENT
10/20/2022	NOTICE NOTICE OF HEARING ENV#69447981
10/21/2022	DOCKET NOTE FIRST SET OF INTERROGATORIES TO CSD VAN ZANDT LLC

13

VAN ZANDT COUNTY CIVIL DOCKET
CAUSE # 22-00105

=====

CAUSE OF ACTION: TRESPASS TO TRY TITLE
FILE DATE: 08/24/2022

=====

DATE	NATURE OF PROCEEDINGS
10/28/2022	PROPOSED ORDER PROPOSED*ORDER GRANTING PLAINTIFF'S TRADITIONAL MOTION FOR SUMMARY JUDGMENT
11/03/2022	RESPONSE RESPONSE IN OPPOSITION TO THIS COURT'S SETTING FOR HEARING BY SUBMISSION OF PLAINTIFF'S MSJ FOR NOV.14,2022
11/11/2022	CERTIFICATE OF WRITTEN DISCOVERY CERTIFICATE OF WRITTEN DISCOVERY
11/14/2022	ANSWER/CONTEST/RESPONSE/WAIVER-FAM PLAINTIFF'S REPLY TO DEFENDANT'S RESPONSE IN OPPOSITION TO HEARING BY SUBMISSION OF PLAINTIFF'S MSJ FOR 11/14/22
11/14/2022	OBJECTION PLAINTIFF'S OBJECTIONS TO DEFENDANT'S EXHIBIT EVIDENCE
12/12/2022	MOTION (NO FEE) MOTION FOR RCP 190.4 LEVEL 3 DISCOVERY CONTROL PLAN
12/12/2022	REQUEST FIRST REQUEST FOR PRODUCTION OF CSD VAN ZANDT LLC
12/12/2022	MOTION (NO FEE) DEFENDANT'S MOTION FOR SUMMARY JUDGMENT RCP RULE 166 A (I) NO EVIDENCE TO CSD CLAIM OF TITLE
12/29/2022	MOTION (NO FEE) PLAINTIFF'S MOTION TO QUASH AND OBJECTIONS TO DEFENDANT'S NOTICE OF DEPOSITION OF CSD VAN ZANDT LLC
12/30/2022	CERTIFICATE OF WRITTEN DISCOVERY CERTIFICATE OF WRITTEN DISCOVERY
01/10/2023	MOTION (NO FEE) MOTION FOR SANCTIONS AND CRIMINAL REFER
02/07/2023	ANSWER SECOND AMENDED ANSWER COUNTER,CROSS,TRESPASS TRY TITLE, INJUNCTION, LAW LICENSES, CRIMINAL REFER
02/07/2023	MOTION (NO FEE) MOTION IN RE BONHOEFFER'S THEORY OF STUPIDY
03/10/2023	VACATION LETTER VACATION LETTER
03/15/2023	PROPOSED ORDER PROPOSED ORDER GRANTING RCP 190.4 DISCOVERY CONTROL PLAN
03/15/2023	PROPOSED ORDER PROPOSED ORDER ON MOTION FOR SANCTIONS
04/10/2023	NOTICE NOTICE OF TRIAL SETTING ENV#74622761
04/11/2023	MOTION (NO FEE) MOTION FOR JUDICIAL NOTICE OF FRAUD BY FLOWERS DAVIS LAWYERS UPON OWN CLIENT AND THIS COURT
04/05/2023	PROPOSED ORDER PROPOSED- ORDER ON MOTION FOR SANCTIONS
04/05/2023	NOTICE DEFENDANT READY FOR TRIAL
04/19/2023	MOTION (NO FEE) PLAINTIFF'S MOTION FOR ENTRY OF DISCOVERY CONTROL PLAN AND SCHEDULING ORDER

VAN ZANDT COUNTY CIVIL DOCKET
CAUSE # 22-00105

=====

CAUSE OF ACTION: TRESPASS TO TRY TITLE
FILE DATE: 08/24/2022

=====

DATE	NATURE OF PROCEEDINGS
04/19/2023	PROPOSED ORDER PROPOSED DISCOVERY CONTROL PLAN AND SCHEDULING ORDER
04/19/2023	NOTICE NOTICE OF HEARING BY SUBMISSION ENV#75047404
04/24/2023	CERTIFICATE OF WRITTEN DISCOVERY CERTIFICATE OF WRITTEN DISCOVERY
04/21/2023	MOTION (NO FEE) MOTION TO COMPEL, SANCTIONS, AND CRIMINAL REFER RE A FLOWERS DAVIS PLLC VAN ZANDT REAL ESTATE DEED FRAUD RING
05/02/2023	RESPONSE DEFENDANT'S RESPONSE TO PLAINTIFF'S MOTION FOR DISCOVERY CONTROL PLAN AND RCP 220 AND RCP 504.1(C) NON-AGREE TO BEN TRIAL
05/03/2023	NOTICE OF INTENTION NOTICE OF INTENTION TO TAKE ORAL DEPOSITION OF UDO BIRNBAUM
05/08/2023	NOTICE NOTICE OF INTENTION TO TAKE ORAL DEPOSITION OF LISA GIROT
05/08/2023	DESIGNATION OF PLAINTIFF'S DESIGNATION OF EXPERT WITNESSES
05/11/2023	CERTIFICATE OF WRITTEN DISCOVERY CERTIFICATE OF WRITTEN DISCOVERY
06/15/2023	NOTICE NOTICE OF WITHDRAWAL AS COUNSEL
06/19/2023	CERTIFICATE OF REPORTER'S CERTIFICATE DEPOSITION OF LISA GIROT
07/14/2023	PROPOSED ORDER PROPOSED ORDER DECLARING CSD VAN ZANDT TITLE AS VOID-NOT SIGNED BY THE JUDGE
07/14/2023	MOTION (NO FEE) MOTION FOR SUMMARY ADJUDICATION OF TITLE
07/24/2023	LETTER LETTER TO JUDGE MARTIN
08/09/2023	PROPOSED ORDER DEFENDANT'S MOTION TO ORDER MEDIATION - TOOK DOWN TO WB
08/09/2023	RESPONSE DEFENDANT'S RESPONSE TO THIS COURT'S INQUIRY
08/14/2023	ANSWER/CONTEST/RESPONSE/WAIVER-FAM PLAINTIFF'S RESPONSE TO 1) DEFENDANT'S RESPONSE TO COURT'S INQUIRY AND 2) DEFENDANT'S MOTION TO ORDER MEDIATION
08/17/2023	ORDER ORDER DENYING DEFENDANTS MOTION FOR MEDIATION ENV# 79273221
08/17/2023	ORDER ORDER GRANTING PLAINTIFF'S TRADITIONAL MOTION FOR SUMMARY JUDGEMENT ENV# 79273221
08/29/2023	DOCKET NOTE CK #3033 TO CHRISTEL CHANTEL WALLING - SENT TO SDU
08/28/2023	SERVICE - SHERIFF - WRIT
08/28/2023	ISSUE WRIT
08/28/2023	ISSUE WRIT WRIT OF POSSESSION OF PREMISES-ISSUED TO VZSO FOR SERVICE
08/31/2023	RECEIPT ISSUED

VAN ZANDT COUNTY CIVIL DOCKET
CAUSE # 22-00105

CAUSE OF ACTION: TRESPASS TO TRY TITLE
FILE DATE: 08/24/2022

DATE	NATURE OF PROCEEDINGS
220667	
09/05/2023	LETTER LETTER FROM UDO BIRNBAUM
09/06/2023	NOTICE OF APPEAL NOTICE OF APPEAL
09/06/2023	MOTION (NO FEE) MOTION FOR RECUSAL
09/06/2023	MOTION (NO FEE) EMERGENCY MOTION TO STAY WRIT OF POSSESSION
09/06/2023	DOCKET NOTE LINES 71-73 TAKENT TO W. BARKER FOR REVIEW
09/06/2023	NOTICE OF COURT ORDER NOTICE OF COURT ODER- ORDER GRANTING PLAINTIFF'S TRADITIONAL MOTION FOR SUMMARY JUDGMENT ENV# 79273221
09/06/2023	NOTICE OF COURT ORDER NOTICE OF COURT ORDER -ORDER DENYING DEFENANT'F MOTION FOR MEDIATION ENV# 79273221
09/20/2023	NOTICE OF APPEAL CIVIL CERTIFICATE AND NOTICE OF APPEAL AND CIVIL CERTIFICATE SENT TO 12TH COURT OF APPEALS TRACE #14550
09/13/2023	NOTICE NOTICE FROM 12TH COURT OF APPEALS
09/13/2023	AMENDED FILING FIRST AMENDED EMERGENCY MOTION TO STAY WRIT OF POSSESSION/("EVICTION")
09/13/2023	AMENDED FILING ADDENDUM TO FIRST AMENDED EMERGENCY MOTION TO STAY WRIT OF POSSESSION/("EVICTION")
09/13/2023	AMENDED FILING FIRST AMENDED ADDENDUM TO FIRST AMENDED EMERGENCY MOTION TO STAY WRIT OF POSSESSION/("EVICTION")
09/13/2023	AMENDED FILING FIRST AMENDED MOTION FOR RECUSAL OF HON. JUDGE CHRIS MARTIN
09/13/2023	DOCKET NOTE LINES 77-80 TAKEN DOWN TO PT FOR REVIEW
09/08/2023	REQUEST REQUEST FOR ASSIGNMENT
09/08/2023	ORDER ORDER OF REFERRAL ON MOTION TO RECUSE ENV# 79596705
09/15/2023	NOTICE NOTICE OF COURT SETTING
09/15/2023	ORDER ORDER OF ASSIGNMENT BY THE PRESIDING JUDGE EVN# 79623809
09/18/2023	ANSWER/CONTEST/RESPONSE/WAIVER-FAM PLAINTIFF'S RESPONSE TO DEFENDANT'S MOTION FOR RECUSAL
09/18/2023	PROPOSED ORDER PROPOSED *ORDER DENYING DEFENDANT'S MOTION FOR RECUSAL
09/19/2023	ORDER ORDER DENYING MOTION TO RECUSE
09/19/2023	NOTICE OF COURT ORDER NOTICE OF COURT ORDER ENV# 79725386

VAN ZANDT COUNTY CIVIL DOCKET
CAUSE # 22-00105

CAUSE OF ACTION: TRESPASS TO TRY TITLE
FILE DATE: 08/24/2022

DATE	NATURE OF PROCEEDINGS
09/20/2023	JUDGMENT FINAL JUDGMENT ENV# 79782794
09/20/2023	ORDER ORDER DENYING DEFENDANT'S EMERGENCY MOTIONS TO STAY WRIT OF POSSESSION ENV# 79782794
09/21/2023	NOTICE OF COURT ORDER NOTICE OF COURT ORDER ENV# 79782794
09/21/2023	NOTICE OF COURT ORDER NOTICE OF COURT ORDER ENV# 79782794
10/02/2023	NOTICE NOTICE FROM 12TH COURT OF APPEALS
10/02/2023	MEMORANDUM OPINION MEMORANDUM OPINION
10/02/2023	JUDGMENT JUDGMENT 12TH COURT OF APPEALS
10/03/2023	RETURN OF WRIT WRIT OF POSSESSION OF PREMISES-EXECUTED 9-21-23
10/05/2023	LETTER LETTER TO CLERK
10/05/2023	FINDINGS OF FACT AND CONCLUSION OF LAW REQUEST FOR FINDINGS OF FACT AND CONCLUSIONS OF LAW
10/05/2023	MOTION FOR NEW TRIAL MOTION FOR NEW TRIAL BECAUSE THERE WAS NEVER A FIRST
10/05/2023	MOTION (NO FEE) MOTION TO MODIFY CORRECT AND REFORM THE JUDGMENT
10/05/2023	DOCKET NOTE REQUEST FOR FINDINGS OF FACT AND CONCLUSIONS OF LAW SENT TO JUDGE'S OFFICE BY EMAIL
10/12/2023	LETTER LETTER
10/12/2023	NOTICE OF APPEAL NOTICE OF APPEAL
10/12/2023	NOTICE OF APPEAL NOTICE OF APPEAL TO COURT REPORTER
10/12/2023	NOTICE OF APPEAL CIVIL CERTIFICATE AND NOTICE OF APPEAL SENT TO 12TH COURT OF APPEALS TRACE # 14747
10/16/2023	MOTION (NO FEE) MOTION FOR REHEARING AND MOTION FOR RECONSIDERATION OF DISMISSAL OF APPEAL -EMAILED TO WB
10/25/2023	LETTER LETTER
10/25/2023	NOTICE OF APPEAL MOTION FOR REHEARING/DENIED
11/06/2023	FINDINGS OF FACT AND CONCLUSION OF LAW NOTICE OF PAST DUE FINDINGS OF FACT AND CONCLUSIONS OF LAW-EMAILED TO JUDGES OFFICE
11/06/2023	NOTICE OF APPEAL NOTICE OF APPEAL -EMAILED TO JUDGES OFFICE
11/06/2023	LETTER LETTER -EMAILED TO JUDGES OFFICE
11/06/2023	NOTICE OF APPEAL

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff/Counter Defendant

v. \$ IN THE DISTRICT COURT

UDO BIRNBAUM
Defendant/Cross Plaintiff

\$

\$ 294TH JUDICIAL DISTRICT

v.
\$

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

\$

\$

\$ VAN ZANDT COUNTY, TX

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

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

Exhibits

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

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

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

PRAYER

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

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

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

Notary Public, State of Texas

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



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



WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF VAN ZANDT

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

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

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

- Property No. 1: That tract or parcels of land, being more or less 150 acres, more fully described in Deed of Records, Vol. 964, page 447.
- Property No. 2: That tract or parcels of land, being more or less 18 acres, more fully described in Deed of Records, Vol. 997, page 807.
- Property No. 3: That tract or parcels of land, being more or less 4.5 acres, more fully described in Deed of Records, Vol. 1037, page 321.

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

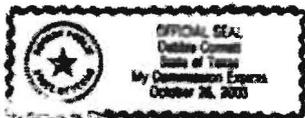
EXECUTED this the 29th day of April, 2002

Gwendolyn Wright Thibodeaux
Gwendolyn Wright Thibodeaux

THE STATE OF TEXAS
COUNTY OF VAN ZANDT

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

Rebekah Cornejo
Notary Public, State of Texas



WARRANTY DEED

THE STATE OF LOUISIANA
PARRISH OF Calcasieu

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

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

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

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

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

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

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

EXECUTED this 3 day of April, 2017

Louis Thibodeaux
Louis Thibodeaux

THE STATE OF LOUISIANA
PARRISH OF Calcasieu

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

Lisa L. Girot
Notary Public, State of Louisiana

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

From: twosistersenterprises2014@yahoo.com,
To: Brnbn@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: "Brnbn@aol.com" <Brnbn@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

33

903 479-3929
email: BRNBM@AOL.COM

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

3-28-2017

Attached as PDF is the modified document:

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

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

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

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

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

Thank you,

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

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

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

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

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

Thank you-

Lisa

Two Sisters Enterprises
210 W Napoleon St Ste C

34

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

35

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

36

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

37

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 -

38

which document I filed with county records.

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

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

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

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

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

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

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

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

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

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

Again thanks for that.

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

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

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

I will try to establish phone contact.

39

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

40

CAUSE NO. _____

CSD VAN ZANDT LLC
Plaintiff

§
§
§
§
§
§
§

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

41

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.

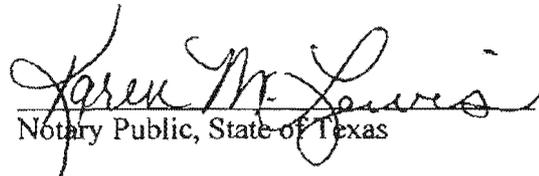
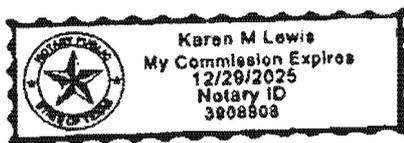
5. Attached hereto as Attachments 1-5 are the: (1) Warranty Deed with Vendor's Lien Conveying Subject Property from Lisa Leger Girot, Patricia Moore Barclay, and James T. Moore, III to CSD Van Zandt LLC; (2) Notice to Vacate Letter sent to Defendant on June 30, 2022 and USPS Green Card; (3) Images of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

§
§
§
§
§
§
§

IN THE DISTRICT COURT

v.

294TH JUDICIAL DISTRICT

UDO BIRNBAUM
Defendant

VAN ZANDT COUNTY, TEXAS

AFFIDAVIT OF ROBERT DOW

STATE OF TEXAS :
 :
COUNTY OF DALLAS :

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

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

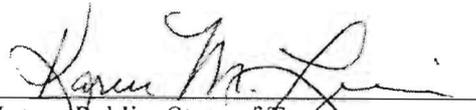
Affiant further sayeth not.



Robert Dow

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





Notary Public, State of Texas

WARRANTY DEED WITH VENDORS LIEN

Parties: BARCLAY PATRICIA MOORE
to
CSD VAN ZANDT

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

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

Document Number: 2022-007473

Receipt No.: 2022146043

Amount: \$ 46.00

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

7 Pages

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



STATE OF TEXAS
COUNTY OF VAN ZANDT

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

Susan Strickland, County Clerk

Record and Return To:

EAST TEXAS TITLE COMPANY
125 W MAIN ST

GUN BARREL CITY, TX 75156



45

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

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

WARRANTY DEED WITH VENDOR'S LIEN

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

Grantor: PATRICIA MOORE BARCLAY, A SINGLE WOMAN

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

Grantor: JAMES T. 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

46

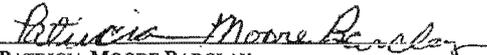
improvements; all rights, obligations, and other matters arising from and existing by reason any governmental or other entity authorized to establish regulations and assess taxes and liens, including, but not limited to, the county where the property is located and water improvement districts; applicable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

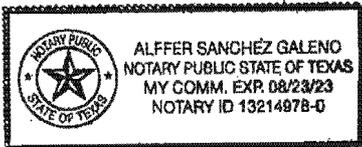
SANGER BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of SANGER BANK and are transferred to SANGER BANK,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

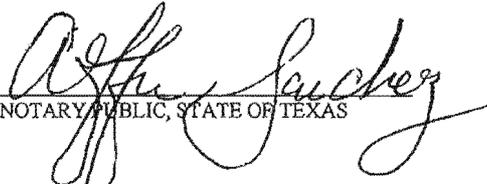
When the context requires, singular nouns and pronouns include the plural.


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.

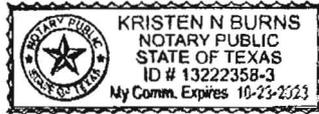



NOTARY PUBLIC, STATE OF TEXAS

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 Girod
LISA LEGER GIROT

STATE OF LOUISIANA §
PARISH OF Calcasieu §

This instrument was acknowledged before me on the 21st day of June, 2022 by
LISA LEGER GIROT.

Donna L. Brown
NOTARY PUBLIC, STATE OF
LOUISIANA

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

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

AFTER RECORDING RETURN TO:
NDRE III LLC

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

51

CAUSE NO. 22-00105

CSD VAN ZANDT LLC Plaintiff/Counter Defendant	\$	IN THE DISTRICT COURT
v. UDO BIRNBAUM Defendant/Cross Plaintiff	\$	294TH JUDICIAL DISTRICT
v. ROBERT O. DOW COREY KELLAM CELIA C. FLOWERS VAN ZANDT COUNTY Cross Defendants	\$	VAN ZANDT COUNTY, TX
	\$	

**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

Table of Contents

Intro – a real estate deed fraud gone off script by bulldozer

Chronology - paper, paper, everywhere

Alice in Wonderland – Wonder Court, **Nov. 14, 2022**

Warning to attorney – re you setting for **Nov. 14, 2022**

Executive Intro

Summary Intro – so dumb yet so devious

Details - via handy links – all been said before

Conclusion – CSD has no evidence of title **whatsoever**

Prayer – time to call the cops, also licenses re **Nov. 14, 2022**

Intro – a real estate deed fraud gone off script by bulldozer

1. A LISA GIROT from Louisiana, through charity Veterans for Veterans, endears herself to rich veterans gone senile, as she did upon my buddy LOUIS THIBODEAUX, to get herself be made his guardian, getting him to will everything to her just one year before his complete death, then Girot belatedly

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/1LGbi6mfVshI0S89a7dFhUkDKO9BJI6Ly/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/1KO5HeeNhITNZAluu8cb11UcOu0uff8rZ/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/12wjzO4PGBEyBzXMH102NlfmrUirWT5UC/view?usp=share_link

August 29, 2022, Defendant's *Answer and Counterclaim*, for \$850K.
https://drive.google.com/file/d/1XkDrfxRvLnzHL-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-IJnVJkdZ-gMoFIYqSAbtpHr0dSe/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/1LYBtl9ZmhrJrWnToRpN6LCxaV6948uy/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/1WfVqoh8neDbtPlna5UJSZwSiFdRjUm/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/1Zjl9rZGcTHjtSHynvdXFyMjdg5alqygs/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/1Zi19rZGcTHjtSHynvdXFyMjdq5alqvgs/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.

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/12wizO4PGBEybxMIH02N1fmrUirWT5UC/view?usp=share_link

Answer and Counterclaim – 1 page

https://drive.google.com/file/d/1XKDr1xrRvLnzHL-3qEiP8cYYTfZL_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/13vf-1JnVJkdZ-gMoF1YocSAbtpHr0dSe/view?usp=share_link

Plaintiff's Traditional Motion for Summary Judgment – 113 pages

https://drive.google.com/file/d/15ZUHymzszo_XEQhUM9Vb0FCR3KJ9CLZc/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/1LYBtlN9ZmhrJrWnToRpN6LCxaV6948uy/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/1WfVqoh8neDbttplna5UJSZwSiFdRjUm/view?usp=share_link

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, *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

Note: this off Denton
County District Court,
ultra DRACONIAN

SUMMARY JUDGMENTS

All Motions for Summary Judgment shall be set for a hearing with oral argument. Unless the Applicant requests the Motion to be heard by submission, both parties should attend the hearing.

- I. Upon request, summary judgments can be heard by submission as follows:
 - (a) A hearing date is set with the Court Administrator in accordance with T.R.C.P.
 - (b) Either by cover letter or pleading, the Movant must notify the opposing party of both the hearing date and time; and, provide a written statement that the Movant does not intend to be present at the hearing but requests the Court consider the Motion by submission of Movant. Such notice must further state that the Non-Movant may appear.
 - (c) The notice in (b) must be sent certified mail, return receipt requested, to the Non-Movant.
- II. The case will be called on the date set for hearing and the Non-Movant may still appear and argue any properly filed Response, notwithstanding the Movant's non-appearance.
- III. No Summary Judgment shall enter on cases by submission unless proof of notice upon the Non Movant has been filed with the Court. Proof may be shown by affidavit, filed with the Clerk of the Court, with attachments as follows:
 - a) Copy of letter/pleading indicating the requirements set forth in I(b) above which has been sent certified (certified and regular mail is preferred) mail and the corresponding USPS numbers.
 - b) Copy of the evidence of notice properly given by:
 - i) copy of returned green card with signatures by addressee or agent, or
 - ii) copy of returned mail with U.S.P.S. postal codes for
 - a. unclaimed
 - b. undeliverable
 - c. refused
 - d. other U.S.P.S. postal notation, or
 - iii) copy of the U.S.P.S. track and confirm website page indicating action taken for the certified mail tracking numbers.
- IV. If no request is made for a Motion for Summary Judgment hearing by submission, all such motions will be docketed and oral argument on the motions shall be heard.

The attached forms are examples of acceptable notice that can be filed with the Clerk to comply with I. and III. above.

(61)

SUMMARY JUDGMENTS

All Motions for Summary Judgment **shall be** set for a hearing **with oral argument**. Unless the Applicant requests the Motion to be heard by submission, both parties should attend the hearing.

I. Upon request, summary judgments can be heard by submission as follows:

- (a) A hearing **date is set with the Court Administrator** in accordance with T.R.C.P.
- (b) Either by **cover letter or pleading**, the Movant must notify the opposing party of both the hearing date and time; and, **provide a written statement** that the Movant does not intend to be present at the hearing but requests the Court consider the Motion by submission of Movant. Such notice **must further state that the Non-Movant may appear**.
- (c) The notice in (b) must be sent **certified mail**, return receipt requested, to the Non-Movant.

II. The case will be called on the date set for hearing and the **Non-Movant may still appear and argue** any properly filed Response, notwithstanding the Movant's non-appearance.

III. No Summary Judgment shall enter on cases by submission unless proof of notice upon the Non Movant has **been filed with the Court**. Proof may be shown by affidavit, filed with the Clerk of the Court, with attachments as follows:

- a) **Copy of letter**/pleading indicating the requirements set forth in I(b) above which has been sent certified (certified and regular mail is preferred) mail and the corresponding USPS numbers.
- b) Copy of the evidence of notice properly given by:
 - i) **copy of returned green card** with signatures by addressee or agent, or
 - ii) copy of returned mail with U.S.P.S. postal codes for
 - a. unclaimed
 - b. undeliverable
 - c. refused
 - d. other U.S.P.S. postal notation, or
 - iii) copy of the U.S.P.S. track and confirm website page indicating action taken for the certified mail tracking numbers.

IV. If no request is made for a Motion for Summary Judgment hearing by submission, all such motions will be docketed and oral argument on the motions shall be heard.

The attached forms are examples of acceptable notice that can be filed with the Clerk to comply with I. and III. above.

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 .



63

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 trespassing!

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
THIBODEAUX

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

Rita L. Biret