



**IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.**

**Dated: August 28, 2014.**

*Craig A. Gargotta*

**CRAIG A. GARGOTTA  
UNITED STATES BANKRUPTCY JUDGE**

IN THE UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

IN RE:	§	CASE NO. 13-51775
CHRISTINA A. MORENO	§	
DEBTOR	§	CHAPTER 13

AGREED ORDER ON AMENDED EXPEDITED MOTION TO SELL PROPERTY, MOTION TO MODIFY,  
AND APPLICATION FOR ADDITIONAL COMPENSATION

On this day, came on to be considered the Debtor's Amended Expedited Motion to Sell Property, Motion to Modify and Application for Additional Compensation. The Court finds that all required notices of the Motion and hearing thereon have been properly served; and that the parties have reached an agreement with respect to the Debtor's Amended Expedited Motion to Sell Property, Motion to Modify and Application for Additional Compensation as evidenced by their signatures below. The Court taking into consideration the agreement of the parties as evidenced by their signatures is of the opinion that the following orders shall be entered:

**IT IS THEREFORE ORDERED** that Debtor is permitted to sell and convey her interest in property legally described as Lot 30, Block 19, New City Block 14240, El Dorado Subdivision,

Unit 6, in the City of San Antonio, Bexar County, Texas and more commonly known as 12210 Madrigal Street, San Antonio, Texas 78233 [ hereinafter referred to as "Property"] in the amount of \$155,000.00.

**IT IS FURTHER ORDERED** upon information and belief the prospective buyers of the Property have acted in good faith; and pursuant to 11 U.S.C. §363(m), the reversal or modification of this Order on appeal will not affect the validity of the transfer of the Property to buyer, unless the same is stayed pending appeal prior to closing under the contract for sale.

**IT IS FURTHER ORDERED** in connection herewith, the terms and provisions of the preliminary HUD -1 Settlement statement attached to this order is approved as if fully set forth and incorporated herein; provided however, that the terms and condition of this Order shall control in the event of any conflict with the terms and conditions of the preliminary HUD-1 Settlement statement.

**IT IS FURTHER ORDERED** that Debtor is authorized to convey title to the Property, and that such sale shall be free and clear of all liens and encumbrances against such Property.

**IT IS FURTHER ORDERED** that all amounts due and owing to Nationstar Mortgage; Bexar County Tax Assessor-Collector; and any home owner association dues shall be paid at closing by the title company closing the sale of the Property.

**IT IS FURTHER ORDERED** that to the extent there are other valid liens upon the net sales proceeds, such liens will attach in order of priority to such proceeds.

**IT IS FURTHER ORDERED** that of the net sales proceeds, which is estimated to be \$67,631.51, from the sale of the Property (which shall be defined as the gross sales price less closing costs, brokerage fees, and satisfaction of all properly due and owing ad valorem taxes; indebtedness to Nationstar Mortgage; and home owner association dues, if any) the sum of \$15,100.00 shall be paid directly to the Chapter 13 Trustee at closing by the title company closing the sale of the Property for distribution to creditors for a dividend of 100% to allowed claims.

**IT IS FURTHER ORDERED** that the remaining balance of the net sales proceeds from the sale of Property shall be paid to Debtor so that another home may be purchased by the Debtor.

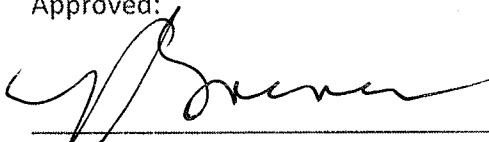
**IT IS FURTHER ORDERED** that the Trustee is authorized to cease disbursement on all pre and post petition mortgage arrears, ad valorem taxes and home owner association dues currently being paid under the plan.

**IT IS FURTHER ORDERED** that the Debtor's plan is modified to pay a 100% dividend to allowed claims. Debtor shall pay to the Trustee a monthly payment of \$420.00 beginning July 2014 until the proceeds from the sale of Property sufficient to pay a 100% dividend to allowed claims has been received by the Trustee from the title company closing the sale of the Property. This modification shall not extend the plan beyond sixty (60) months from the date of confirmation.

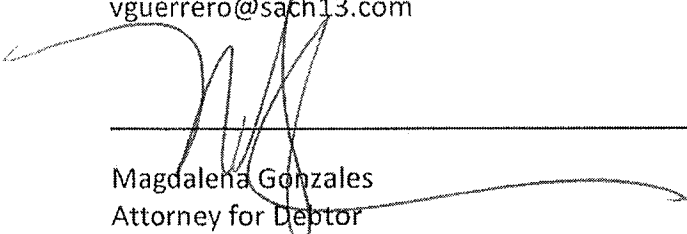
**IT IS FURTHER ORDERED** that the Debtor's Attorney, Magdalena Gonzales, shall be paid an additional \$750.00 which is deemed to be and administrative expense to be paid in accordance with the Standing Order governing compensation regarding Debtors' Attorney Fees in Chapter 13 cases.

###

Approved:



Vanessa Guerrero, SBN 24040788  
Staff Attorney  
MARY K. VIEGELAHN, CHAPTER 13 TRUSTEE  
10500 Heritage Blvd. Ste., 201  
San Antonio, Texas 78216  
(210) 824-1460  
Fax (210) 824-1328  
vguerrero@sach13.com



Magdalena Gonzales  
Attorney for Debtor  
2939 Mossrock, Ste. 130  
San Antonio, Texas 78230  
(210) 530-5002  
Fax (210) 530-5004

Order prepared by:

Vanessa Guerrero, SBN 24040788

Staff Attorney

MARY K. VIEGELAHN, CHAPTER 13 TRUSTEE

10500 Heritage Blvd. Ste., 201

San Antonio, Texas 78216



## A. Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

<b>First American Title Company</b> <b>Estimated Statement</b>	<b>B. Type of Loan</b> 1-5. Loan Type: Conv. Unins. 6. File Number: 1949814-SA30 7. Loan Number: 8. Mortgage Insurance Case Number:
<b>C. Note:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside this closing; they are shown here for informational purposes and are not included in the totals.	
<b>D. Name &amp; Address of Borrower:</b> Valliria McCarthy-Rubio; Salvador Rubio Estrada	
<b>E. Name &amp; Address of Seller:</b> Christina A. Moreno 13702 Biltmore Lakes, San Antonio, TX 78233	
<b>F. Name &amp; Address of Lender:</b> Cobalt Mortgage 18545 Sigma Road San Antonio, TX 78258	
<b>G. Property Location:</b> 12210 Madrigal Street, San Antonio, TX 78233	
<b>H. Settlement Agent:</b> First American Title Company Address: 1846 N Loop 1604 W, Suite 101, San Antonio, TX 78248 (210)390-3600	<b>I.</b> Estimated Settlement Date: 08/04/2014 Print Date: 07/17/2014, 9:50 AM Estimated Disb. Date: Signing Date:
Place of Settlement Address: 1846 N Loop 1604 W, Suite 101, San Antonio, TX 78248	

J. Summary of Borrower's Transaction	K. Summary of Seller's Transaction
<b>100. Gross Amount Due from Borrower</b> 101. Contract Sales Price 155,000.00 102. Personal property 103. Settlement charges to borrower (line 1400) 2,389.31 104. 105. <b>Adjustments for items paid by seller in advance</b> 106. City/town taxes 107. County taxes 108. Assessments 109. 110. 111. 112. 113. 114. 115. <b>120. Gross Amount Due from Borrower</b> 157,389.31 <b>200. Amounts Paid by or on Behalf of Borrower</b> 201. Deposit or earnest money 800.00 202. Principal amount of new loan(s) 147,250.00 203. Existing loan(s) taken subject 204. Buyer Deposit Directly to Seller 80.00 205. Seller Paid Closing Costs 5,000.00 206. 207. 208. 209. <b>Adjustments for items unpaid by seller</b> 210. City/town taxes 211. County taxes 212. Assessments 213. 214. 215. 216. 217. 218. 219. <b>220. Total Paid by/for Borrower</b> 153,130.00 <b>300. Cash at Settlement from/to Borrower</b> 301. Gross amount due from borrower (line 120) 157,389.31 302. Less amounts paid by/for borrower (line 220) 153,130.00 <b>303. Cash (X From) ( To) Borrower</b> 4,259.31	<b>400. Gross Amount Due to Seller</b> 401. Contract sales price 155,000.00 402. Personal property 403. Total Deposits 404. 405. <b>Adjustments for items paid by seller in advance</b> 406. City/town taxes 407. County taxes 408. Assessments 409. 410. 411. 412. 413. 414. 415. <b>420. Gross Amount Due to Seller</b> 155,000.00 <b>500. Reductions in Amount Due to Seller</b> 501. Excess deposit (see instructions) 502. Settlement charges to seller (line 1400) 9,831.74 503. Existing loan(s) taken subject 504. *Payoff of first mortgage loan to Nationstar Mortgage 67,685.00 505. Payoff of second mortgage loan 506. Buyer Deposit Directly to Seller 80.00 507. Seller Paid Closing Costs 5,000.00 508. *Property Taxes 4,771.75 509. <b>Adjustments for items unpaid by seller</b> 510. City/town taxes 511. County taxes 512. Assessments 513. 514. 515. 516. 517. 518. 519. <b>520. Total Reduction Amount Due Seller</b> 87,368.49 <b>600. Cash at Settlement to/from Seller</b> 601. Gross amount due to seller (line 420) 155,000.00 602. Less reductions in amounts due seller (line 520) 87,368.49 <b>603. Cash (X To) ( From) Seller</b> 67,631.51

Previous editions are obsolete.

\* See Supplemental Page for details.

\*\* Paid on Behalf of Borrower.

POC-B (Borrower); POC-S (Seller); POC-L (Lender); POC-MB (Mortgage Broker).

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges				
700. Total Real Estate Broker Fees \$9,300.00				
Division of commission (line 700) as follows:			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
701. \$4,650.00 to Keller Williams City-View				
702. \$4,650.00 to Keller Williams City-View				
703. Commission paid at settlement				9,300.00
704.				
705.				
706.				
800. Items Payable in Connection with Loan				
801. Our origination charge (from GFE #1)				
802. Your credit or charge (points) for the specific interest rate chosen (from GFE #2)				
803. Your adjusted origination charges (from GFE A)				
804. Appraisal fee (from GFE #3)				
805. Credit report (from GFE #3)				
806. Tax service (from GFE #3)				
807. Flood certification (from GFE #3)				
808. (from GFE #3)				
809. (from GFE #3)				
810. (from GFE #3)				
811. (from GFE #3)				
900. Items Required by Lender to Be Paid in Advance				
901. Daily interest charges from to Cobalt Mortgage (from GFE #10)				
902. (from GFE #3)				
903. Homeowner's insurance (from GFE #11)				
904.				
905.				
906.				
1000. Reserves Deposited with Lender				
1001. Initial deposit for your escrow account (from GFE #9)				
1002. Homeowner's insurance				
1003. Mortgage insurance				
1004. Property taxes				
1005.				
1006.				
1007. Aggregate Adjustment				
1100. Title Charges				
1101. Title services and lender's title insurance (from GFE #4)		599.65		
1102. Settlement or closing fee \$375.00 to First American Title Company				375.00
1103. *Owner's title insurance - First American Title Company (from GFE #5)		1,239.00		
1104. *Lender's title insurance - First American Title Company \$206.85				
1105. Lender's title policy limit \$ 147,250.00				
1106. Owner's title policy limit \$ 155,000.00				
1107. Agent's portion of the total title insurance premium \$ 1,228.97 to First American Title Company				
1108. Underwriter's portion of total title insurance premium \$ 216.88 to First American Title Insurance Company				
1109. Attorney Fee to Joseph L. Peterson, Jr.				75.00
1110. e-Recording Fee-TX \$6.00				
1111. Guaranty Assessment Recoup Charge-Loan \$1.80				
* Supplemental Summary \$10.00				47.74
1200. Government Recording and Transfer Charges				
1201. Government recording charges (from GFE #7)		156.00		
1202. Recording fees: Deed \$68.00 Mortgage \$122.00 Release \$0.00				34.00
1203. Transfer taxes (from GFE #8)				
1204. City/county tax/stamps:				
1205. State tax/stamps:				
1206.				
1207.				
1208.				
1209.				
1210.				
1300. Additional Settlement Charges				
1301. Required services that you can shop for (from GFE #6)		394.66		
1302. Survey to Westar Alamo Land Surveyors, LLC \$394.66				
1303.				
1304.				
1305.				
1306.				
1307.				
1308.				
1309.				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		2,389.31		9,831.74

\* See Supplemental Page for details.

\*\* Paid on Behalf of Borrower.

POC-B (Borrower); POC-S (Seller); POC-L (Lender); POC-MB (Mortgage Broker).

File No. 1949814-SA30

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges	
Charges That Cannot Increase	HUD-1 Line Number
Our origination charge	# 801
Your credit / charge (points) for the specific interest rate chosen	# 802
Your adjusted origination charges	# 803
Transfer taxes	# 1203

Good Faith Estimate	HUD-1
0.00	
0.00	
0.00	
0.00	

Charges That in Total Cannot Increase More Than 10%	
Government recording charges	# 1201
Title services and lender's title insurance	# 1101
Owner's title insurance	# 1103
	#
	#
	#
	#
	#

Good Faith Estimate	HUD-1
0.00	156.00
0.00	599.65
0.00	1,239.00

Total
Increase between GFE and HUD-1 Charges

1,994.65
\$1,994.65 or N/A

Charges That Can Change	
Initial deposit for your escrow account	# 1001
Daily interest charges	# 901
Homeowner's insurance	# 903
Survey	# 1302
	#
	#

Good Faith Estimate	HUD-1
0.00	
0.00	0.00
0.00	394.66

**Loan Terms**

Your initial loan amount is	\$ 147,250.00
Your loan term is	years
Your initial interest rate is	%
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	<input type="checkbox"/> includes <input type="checkbox"/> Principal <input type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of %. The first change will be on and can change again every after . Every change date, your interest rate can increase or decrease by %. Over the life of the loan, your interest rate is guaranteed to never be lower than % or higher than %.
Even if you make payments on time, can your loan balance rise?	<input type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of \$ .
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input type="checkbox"/> No. <input type="checkbox"/> Yes, the first increase can be on and the monthly amount owed can rise to \$ . The maximum it can ever rise to is \$ .
Does your loan have a prepayment penalty?	<input type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$ .
Does your loan have a balloon payment?	<input type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years on .
Total monthly amount owed including escrow account payments	<input type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of \$ that results in a total initial monthly amount owed of \$ . This includes principal, interest, any mortgage insurance and any items checked below: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Property taxes  <input type="checkbox"/> Flood insurance  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/> </div> <div> <input type="checkbox"/> Homeowner's insurance  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/> </div> </div>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

<b>Supplemental Page</b> <b>HUD-1 Settlement Statement</b>	File No. <b>1949814-SA30</b>
<b>First American Title Company</b> <b>Estimated Statement</b>	Loan No.  Estimated Settlement Date: <b>08/04/2014</b>
Borrower Name & Address: Valliria McCarthy-Rubio; Salvador Rubio Estrada	
Seller Name & Address: Christina A. Moreno 13702 Biltmore Lakes, San Antonio, TX 78233	

Section L. Settlement Charges continued	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
<b>1103. Supplemental Summary Itemization of Line 1103 Charges:</b> <span style="float: right;"><b>\$1,239.00</b></span>		
a. [0501 TX] T-3 Survey Amendment OTP Resi (R-16)	59.00	
b. T-1/T-1R OTP Simul w/LTP (R-5a) 1200	1,180.00	
<b>1104. Supplemental Summary Itemization of Line 1104 Charges:</b> <span style="float: right;"><b>\$206.85</b></span>		
a. [0700 TX] T-30 Tax Amendment End (Rollback) (R-19)	\$20.00	
b. [0710 TX] T-3 Tax Amend End-NYD&P (R24)	\$5.00	
c. [0802 TX] T-19.2 MSD End LTP (R-29.1A)		
d. [0810 TX] T-36 EPL End (R-11g)	\$25.00	
e. [0885 TX] T-19 REM End Resi (R-29A)	\$56.85	
f. T-2/T-2R LTP Simul w/OTP (R-5a)-3210	\$100.00	
<b>1100. Supplemental Summary</b> <span style="float: right;"><b>\$57.74</b></span>		
1112. Guaranty Assessment Recoup Charge-Owner-S		1.80
1113. Messenger/Overnight Delivery-TX	\$10.00	
1114. Tax Certificate		45.94

Section K. Summary of Seller's Transaction continued	Seller Charges	Seller Credits
<b>400. Gross Amount Due To Seller</b>		
<b>500. Reductions In Amount Due to Seller</b>		
<b>504. Supplemental Summary</b> <span style="float: right;"><b>\$67,685.00</b></span>		
a. Payoff Loan 1 Charges		
Principal Balance to Nationstar Mortgage	64,180.98	
Interest from 5/01-7/31/14	3,209.10	
Late Charge	127.20	
Lender Paid Expenses	147.72	
Other Fees	15.00	
Statement/Forwarding Fee	5.00	
<b>508. Supplemental Summary</b> <span style="float: right;"><b>\$4,771.75</b></span>		
a. Property Taxes 1		
Bexar County to Bexar County Tax Assessor-Collector	1,334.82	
City of San Antonio to Bexar County Tax Assessor-Collector	939.73	
Northeast ISD to Bexar County Tax Assessor-Collector	2,497.20	

The following Section is restated from the Settlement Statement Page 1			
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller	
301. Gross amount due from borrower (line 120)	157,389.31	601. Gross amount due to seller (line 420)	155,000.00
302. Less amounts paid by/for borrower (line 220)	153,130.00	602. Less reductions in amounts due seller (line 520)	87,368.49
<b>303. Cash (X From) ( To) Borrower</b>	<b>4,259.31</b>	<b>603. Cash (X To) ( From) Seller</b>	<b>67,631.51</b>

Notice – This Estimated HUD 1 Settlement Statement is subject to changes, corrections or additions at the time of final computation of the HUD 1 Settlement Statement.

The HUD-1 Settlement Statement which I have prepared is a true & accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

First American Title Company

By Settlement Agent:

Karen Stensrude

Date: \_\_\_\_\_