

MAR - 1 2010 AMC

At 1:35 P.M.
Amalia Rodriguez-Mendoza Clerk

NO. D-1-GV-08-000050

THE STATE OF TEXAS,

Plaintiff,

V.

WEBB COUNTY TITLE
& ABSTRACT COMPANY, INC.,

Defendant.

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IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

201ST JUDICIAL DISTRICT

**ORDER GRANTING SPECIAL DEPUTY RECEIVER'S APPLICATION TO SELL
REAL PROPERTY FREE AND CLEAR OF ALL LIENS**

On the undersigned date, the Court considered the *Application to Sell Real Property Free and Clear of All Liens* (the "Application") filed by Cantilo & Bennett, L.L.P., solely in its capacity as Special Deputy Receiver of Webb County Title & Abstract Company, Inc. (the "SDR" and "WCTA," respectively).

Having considered the Application, the Court finds as follows:

1. The *Order of Reference to Master* ("Order of Reference") entered by this Court provides that applications filed pursuant to TEX. INS. CODE § 443.008 are referred to the Special Master appointed in this proceeding;
2. The Application was submitted to the Special Master in accordance with the Order of Reference;
3. The Texas Title Insurance Guaranty Association ("TTIGA") filed its Acknowledgment and Waiver to the Application;
4. WCTA owns an office building located at 1620 Santa Ursula, Laredo Texas 78040 which was the headquarters of the business before receivership. The legal description of the property is "Lot 7-A, Block 311, Western Division, City of

Laredo, Webb County, Texas, being a plat of Lot 1 in the So. 1/3 of Lot 3 of said Block 311” (the building and the real property are collectively described as the “WCTA Building”).

5. Following a telephone hearing with counsel and the Parties regarding IBC’s Response and Limited Objection to the Application, the Special Master issued a recommendation that the Application should be granted pursuant to Rule 171 of the Texas Rules of Civil Procedure.
6. The International Bank of Commerce (“IBC) filed a Response and Limited Objection to the Application. No other objections were filed.
7. The Court has jurisdiction over the Application, the property and the parties affected hereunder; and
8. The Application should be GRANTED in all respects.

It is, accordingly, **ORDERED** as follows:

1. The *Application to Sell Real Property Free and Clear of All Liens* (the “Application”) is GRANTED.
2. The SDR is authorized to sell the WCTA Building free and clear of all liens, claims, interests and encumbrances, to Webb County under the terms and conditions of the Commitment Letter attached as Exhibit 1 to the Application.
3. Webb County shall not be liable or responsible for any debts or liabilities owed by WCTA and/or the SDR.
4. The WCTA Building is sold “as is, where is,” without warranties or representations of any kind.
5. Webb County shall pay the complete sale price to the SDR without setoff,

reduction or withholding for any alleged pre- or post-petition obligation owed by WCTA and/or the SDR within ten (10) days of the entry of the order approving the Application or such other time as the SDR and Webb County may agree.

6. By entry of this Order and the satisfaction of the terms and conditions of the Commitment Letter, all liens, claims, interests and encumbrances on the WCTA Building are declared extinguished as a matter of law, subject to paragraph 7 below.
7. The Court orders that all liens, claims, interests and encumbrances on the WCTA Building, if any, by IBC attach to the proceeds of the sale, less all costs, subject to further order of this Court. In summary, the proposed sale recovers the appraised value of the subject property and provides that any liens, claims, interests and encumbrances asserted by IBC on the WCTA Building are therefore transferred to the proceeds of the sale with the same validity and priority as existed prior to the sale. This Order expressly does not affect the validity or invalidity of any liens, claims, interests and encumbrances asserted against the WCTA Building by IBC and leaves the determination of such issues to a later date.
8. Any and all cash paid to the SDR in connection with the sale and all interest accrued thereon shall not be used or consumed for any other purpose without prior notice and hearing and which cash shall be held by the SDR in an interest bearing account, with the lien, claims, interests, and encumbrances of IBC to attach thereto, which remain in full force and effect, with the same validity and priority as existed prior to the sale, and shall only be released upon entry of an order from this Court.
9. Subject to the satisfaction of the terms and conditions of the Commitment Letter,

the Sale shall constitute a legal, valid and effective transfer of the WCTA Building notwithstanding any requirement of approval or consent by any person and shall vest Webb County with all right, title and interest of the SDR in and to the WCTA Building, free and clear of all encumbrances, with the IBC lien claims, interests and encumbrances automatically to transfer to, attach to, and be secured by the proceeds of sale without further requirement of filing, perfection, and/or attachment with the same validity and priority as existed prior to the sale. .

10. Each of the SDR and WCTA's creditors shall execute such documents and take all other actions as may be necessary to release any encumbrances against the WCTA Building, as such encumbrances may have been recorded or may otherwise exist. The SDR is authorized to file such termination statements, instruments of satisfaction, releases of all liens or other interests which the person or entity has with respect to the WCTA Building.
11. The terms and conditions of the Commitment Letter may be waived, modified, amended or supplemented by the written and signed agreement of the SDR and Webb County without further action of the Court, provided that any such waiver, modification, amendment or supplement is not material or is not adverse to the SDR.
12. Nothing in this Order purports to excuse Webb County from compliance with any and all applicable state and federal regulatory laws.
13. The SDR is authorized to enter such other and further documents as may be necessary to effectuate the transaction.

14. Nothing in this Order, the Application, the relief granted herein, or any related proceeding or filing shall effect, in any way, the Receiver's or the SDR's immunities from suit and shall not give rise to any right to sue or create any causes of action against the Receiver or the SDR. The automatic stay and the provisions of the Permanent Injunction remain in effect unless expressly modified herein.

15. This Court retains exclusive jurisdiction to enforce the provisions of this Order and the Commitment Letter, all amendments thereto, any waivers and consents thereunder, to resolve any dispute concerning this Order, the Commitment Letter, or the rights and duties of the parties hereunder or thereunder or any issues relating to this Order.

SIGNED March 1 2010.


JUDGE PRESIDING

PROPER NOTICE GIVEN
ACKNOWLEDGEMENT OF NOTICE AND WAIVER
OF OBJECTION PRESENTED

HEARING HELD
RECOMMENDED th
SIGNED ON 26 DAY OF Feb. 2010


TOM COLLINS, RECEIVERSHIP SPECIAL MASTER

APPROVED AS TO FORM, SUBSTANCE AND ENTRY REQUESTED

By: Christopher Fuller

Christopher Fuller

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By: Burnie Burner

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APPROVED AS TO FORM ONLY

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