

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
LAREDO DIVISION

IN RE:

LEON OSCAR RAMIREZ,

Debtor,

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CASE NO. 15-50164
(Chapter 11)

ROSALINDA ECKHARDT,

Debtor.

CASE NO. 16-50238
(Chapter 11)

AMENDED MOTION TO COMPROMISE CLAIM

THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE MOTION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE HEARING.

IF THE COURT CONSIDERS THE MOTION ON AN EMERGENCY BASIS, THEN YOU HAVE LESS THAN 21 DAYS TO ANSWER. IF YOU OBJECT TO THE REQUESTED RELIEF OR IF YOU BELIEVE THAT THE EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU SHOULD FILE AN IMMEDIATE RESPONSE.

PLEASE NOTE THAT A HEARING ON SAID MATTER IS SET FOR JANUARY 4, 2018 AT 9 A.M. BEFORE THE BANKRUPTCY COURT IN LAREDO, TEXAS.

TO THE HONORABLE JUDGE OF SAID COURT

COME NOW LEON OSCAR RAMIREZ and ROSALINDA ECKHARDT, Debtors in possession herein, and file this their Amended Motion to Compromise Claim, and in support thereof would state as follows:

1. On or about January 30, 2013, Debtors Leon Oscar Ramirez and Rosalinda Eckhardt, as successors in interest to an entity named Gateway Truck Terminal I, LTD., sold to Cheetah Rentals, LLC, real estate in Laredo, Texas and took as consideration a second real estate lien note in the original amount of \$1,257,716.97. The Debtors retained a vendor's lien, superior title and a deed of trust lien on the property. The first lien was held by Falcon National Bank as security for a note from Gateway Truck Terminal I, LTD., dated July 26, 2002 in the original principal amount of \$835,000.00. At the time of the sale, the approximate balance on the 2002 note was around \$375,000.00. The 2002 note was modified and extended twice, once in August 2009 and again in November 2012. Cheeta Rentals, LLC assumed the obligations under the 2002 note and deed of trust securing it, as well as the terms of the modifications and extensions. Today, the balance of the first lien note is approximately \$117,000.00. Attached hereto as Exhibits 1, 2, 3, 4, 5, 6, and 7, respectively, are the first lien note, the first lien deed of trust, the modification and extension agreements, the second lien real estate lien note, the second lien deed of trust, and one modification and extension agreement of the second lien.
2. The debtors and Cheetah Rentals, LLC desire to compromise the payment of the second lien note by discounting it to \$1,000,000.00, payment of which will be made in one time payment if the Bankruptcy Court approves the agreement, within 90 days after approval. The present payoff is approximately \$1,412,000. A copy of what the parties identify as "An Agreement

to Modify,” which outlines the terms and conditions of the compromise, is attached hereto as Exhibit “8,” which is incorporated herein for all purposes.

3. The asset in the form of a promissory note is disclosed in Schedule B, No. 18, in the schedules filed for Debtor Leon Oscar Ramirez, and in Schedule A/B, Part 4, No. 28, in the schedules filed for Debtor Rosalinda Eckhardt, case numbers cited above.
4. Debtors would now request that they permitted to discount the remaining balance on the note for \$1,000,000.00, which is somewhat less than the amount currently owed to Debtors. The reason for the discount is that the business is operating as a loss and no buyer can be found by Cheetah Rentals, LLC, for a price sufficient to pay off the outstanding debt owed to Debtors and Falcon National Bank. The other reason is that the principals of Cheetah Rental, LLC have represented are in a position to obtain the financing required to payoff the note. Moreover, the bankruptcy estate is in dire need of the cash infusion to effectuate a reorganization.
5. Cheetah Rentals, LLC, already assumed all liability owed to Falcon National Bank.
6. The Debtor, subject to any alleged lien on personalty asserted by the IRS, agrees to place all proceeds into the registry of the court, and which cannot be withdrawn without order of the court.

WHEREFORE, Debtors request that, after considering the argument of Counsel, the exhibit attached hereto and concluding that the Motion is well taken and should be granted, that an Order approving the sale of the promissory note be granted, that the proceeds be placed in the registry of the court and would further request any and all other relief to which they may be justly entitled.

/s/ Jesse Blanco

Jesse Blanco

Attorney for Debtor
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CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of November, 2017 a true and correct copy of the foregoing was delivered to all parties in interest either via ECF to those subscribing to said service or by United States first class mail, postage prepaid.

/s/ Jesse Blanco

Jesse Blanco

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M/S 5022 AUS
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AGREEMENT TO MODIFY

Basic Information

Date: 10/27/2017

Holders of Note and Lien:

Gateway Truck Terminal I, Ltd., a Texas limited partnership, Leon Oscar Ramirez and Rosalinda Ramirez Eckhardt

Holders' Mailing Address:

Gateway Truck Terminal I, Ltd.
1720 O'Kane
Laredo, Texas 78043

Obligor:

Cheetah Rentals, LLC, a Texas limited liability company

Obligor's Mailing Address:

Cheetah Rentals, LLC
6919 Springfield Avenue
Laredo, Texas 78041

Note

Date: January 30, 2013

Original principal amount: \$1,257,716.97

Borrower:

Cheetah Rentals, LLC, a Texas limited liability company

Lender:

Gateway Truck Terminal I, Ltd. , a Texas limited partnership

Maturity date: January 30, 2018

Lien Documents: Deed of Trust recorded in Volume 3382, Pages 231-244 of the Official Public Records of Webb County and Warranty Deed with Vendor's Lien recorded in Volume 3382, Pages 221-230 of the Official Public Records of Webb County; and, Modification and Extension Agreement recorded in Volume 3870, Pages 189-193 of the Official Public Records of Webb County

Property (including any improvements):

See attached exhibit "A"

Extended Maturity Date of Note: Same

Modified Terms: Holders agree to modify the Note by discounting and accepting a one-time payment of the Note in full satisfaction of the Note in the amount of One Million and 00/100th (\$ 1,000,000.00) Dollars and an agreement to pay according to the terms of first-lien note in the original principal amount of Eight Hundred Thirty Five Thousand and 00/100th DOLLARS (\$835,000.00), dated July 26, 2002 and executed by Gateway Truck Terminal I, Ltd. , and payable to the order of Falcon International Bank Said first -lien note is secured by a first -lien deed of trust of even or even near date recorded in Volume 1259, Page 018 et seq., of the Official Public Records of Webb County, Texas. Said lien having been modified by Modification and Extension of Real Estate Note and Lien dated August 14, 2009 recorded in Volume 2810, Page 777 et seq., of the Official Public Records of Webb County, Texas. Said lien having been further modified by Modification and Extension of Real Estate Note and Lien dated November 30, 2012, recorded in Volume 3374, Page 140 et seq., of the Official Public Records of Webb County, Texas. As further consideration Obligor promises to keep and perform all the covenants and obligations of the grantor named in that deed of trust and to indemnify, defend, and hold Holders harmless from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this assumption by Obligor.

The agreement to modify the Note is conditioned on approval by the Bankruptcy Court for the Southern District of Texas, Laredo Division in cases no. 15-50164 (In re Leon Oscar Ramirez) and 16-50238 (Rosalinda Ramirez Eckhardt).

Obligor agrees to pay the One Million and 00/100th (\$1,000,000.00) Dollars in full satisfaction of the Note within ninety (90) days after approval by the Bankruptcy Court for the Southern District of Texas, Laredo Division in cases no. 15-50164 (In re Leon Oscar Ramirez) and 16-50238 (Rosalinda Ramirez Eckhardt). Obligor may request fifteen (15) day extensions, with approval of bankruptcy court, in the event Obligor is finalizing financing and/or the environmental studies.

In the event the Bankruptcy Court does not approve this modification, the Note and the Lien Documents will continue as written, and the amounts due thereon will continue as per the terms of the documents as originally written and modified, except as provided in this agreement.

Gateway Truck Terminal I, Ltd., a Texas limited partnership, acting by and through its general partner, Truck Terminal, LLC, a Texas limited liability company

By: Leon Oscar Ramirez
Leon Oscar Ramirez, Jr., Manager

Leon Oscar Ramirez
Leon Oscar Ramirez, Jr.

Rosalinda Ramirez Eckhardt
Rosalinda Ramirez Eckhardt

Cheetah Rentals, LLC, a Texas limited liability company

By: Rosa Marquez de Treviño
Rosa Marquez de Treviño, President