



ORDERED in the Southern District of Florida on May 7, 2018.

A handwritten signature in black ink that reads "Mindy A. Mora".

Mindy A. Mora, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
West Palm Beach Division
www.flsb.uscourts.gov

In Re:

Case No. 18-15236-MAM
Chapter 11

HOUSE OF FLOORS OF PALM BEACH, INC

Debtor.

**ORDER GRANTING DEBTOR'S EMERGENCY MOTION
TO USE CASH COLLATERAL OF BANK UNITED, N.A.
ON AN INTERIM BASIS, AND SETTING FINAL HEARING**

THIS CAUSE came before the Court for hearing on May 7, 2018 in West Palm Beach, Florida upon the Debtor's Emergency Motion to Use Cash Collateral of Bank United, N.A. [ECF No. 4] (the "**Motion**"). Adequate notice of the hearing was given under the circumstances. The Court having reviewed the record and having heard the argument of counsel, good cause being shown, and being otherwise fully advised in the premises, does hereby

ORDER and ADJUDGE as follows:

1. The Motion is **GRANTED** to the extent set forth herein.

2. The Debtor is hereby authorized to use the Cash Collateral (as defined in the Motion) up to the amounts shown in the budget attached to the Motion, through and including **June 1, 2018**.

3. As adequate protection for the use of Cash Collateral, the Debtor will make a monthly payment of \$5,334.00 to Bank United, N.A. (the "Lender"). Notwithstanding the provisions of Section 522(a) of the Bankruptcy Code, and in addition to the security interests preserved by Section 522(b) of the Bankruptcy Code, the Debtor grants in favor of the Lender, as security for all indebtedness that is owed by the Debtor to the Lender, but only to the extent that Lender's cash collateral is used by the Debtor, and as adequate protection of the rights and interests of the Lender in respect of the Debtor's use of any of its Cash Collateral, pursuant to Sections 361, 362 and 363 of the Bankruptcy Code, a valid, binding, enforceable, non-avoidable and perfected post-petition security interest and lien in, to and against all of the Debtor's assets, *nunc pro tunc* to the filing of the Debtor's Chapter 11 cases, to wit: May 1, 2018, to the same extent that the Lender held a properly perfected prepetition security interest in such assets (the "Replacement Liens"), which are or have been acquired, generated or received by the Debtor subsequent to the Petition Date. The Replacement Liens shall be in addition to any security interest, liens or rights of setoff existing in favor of the Lender on the Petition Date, and shall secure all amounts due to the Lender.

4. All liens and claims of the Lender shall be subject to (a) the payment of any unpaid fees payable pursuant to 28 U.S.C. § 1930 (including, without limitation, fees under 28 U.S.C. § 1930(a)(6)), and (b) the fees due to the Clerk of the Court.

5. The liens and security interest granted to the Lender shall be valid and perfected post-petition without the need for execution or filing of any further documents or instruments otherwise required to be filed or be executed or filed under non-bankruptcy law.

6. The Debtor shall forthwith serve a copy of this Order and the Motion on all parties and counsel entitled to notice pursuant to Rule 4001(b) of the Federal Rules of Bankruptcy Procedure.

7. The Court shall conduct a final hearing on the use of cash collateral on **May 29th, 2018 at 1:30pm.** at Flagler Waterview Building, 1515 N Flagler Dr Room 801 Courtroom B, West Palm Beach, FL 33401.

###

Submitted by:

Robert C.Furr, Esq.
Furr and Cohen, P.A.
Attorney for Debtor
2255 Glades Road, Suite 337W
Boca Raton, FL 33431
(561)395-0500/(561)338-7432 fax
e-mail: rfurr@furrcohen.com
Florida Bar No. 210854

Robert C. Furr, Esq. is directed to serve a copy of this Order on interested parties and file a Certificate of Service with the Court.