



The relief described hereinbelow is SO ORDERED.

Signed January 03, 2018.

Ronald B. King
Chief United States Bankruptcy Judge

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

IN RE:	§	BANKRUPTCY NO. 17-52471K
	§	
VERN'S AUTO REPAIR, LLC	§	
	§	
DEBTOR IN POSSESSION	§	CHAPTER 11

FINAL ORDER AUTHORIZING DEBTOR'S USE OF CASH COLLATERAL

On the 18th day of December, 2017 day came on to be considered the Application of **VERN'S AUTO REPAIR, LLC** to utilize its cash collateral, namely accounts receivable collected, cash and money on deposit in bank accounts. Counsel for the Debtor announced that there is no opposition to the Application. Notice of the Motion was adequate to FC Partners, LP, RBFCU and McKenzie Capital LLC, the Twenty Largest Unsecured Creditors, the U.S. Trustee, parties requesting notice, and other parties in interest under the circumstances of this case and for purposes of this Order and in accordance with the Federal Rule of Bankruptcy Procedure 4001. No Official Committee has been appointed. The court finds that Debtor requires the use of Cash Collateral to pay necessary costs and expenses to continue its business operations.

IT IS THEREFORE ORDERED as follows:

1. The Debtor may use cash collateral under the following conditions:
 - a. The Debtor should at all times continue to maintain, and share and otherwise preserve and protect the collateral and the post-petition Collateral in accordance with RBFCU's pre-petition liens. This includes but is not limited to maintaining adequate insurance on the real estate and all the equipment in the shop at all times. RBFCU, after notice and hearing, shall have authority to seek to lift the stay to foreclose on the equipment in the event it becomes uninsured or inadequately assured.
 - b. FC Partners, LP, RBFCU and McKenzie Capital LLC are hereby granted a continuing, replacement lien and security interest in and on all assets and proceeds of assets forming the basis of their collateral, if any, to the extent a pre-petition lien exist, in the same order and priority as currently exists.
 - c. As adequate protection for any post-petition diminution in the value of the Collateral or the dissipation of RBFCU's Cash Collateral resulting from the Debtor's use thereof, Debtor shall pay the sum of \$1,537.10 each month to RBFCU. This payment shall be due on or before the fifteenth (15th) day of each month beginning in the month of December 2017 and continuing until the Effective Date following confirmation of a plan of reorganization.
 - d. The grant of such lien and security interest is intended to protect those Creditors' liens and security interests, to the extent one exist, from diminution in value.
 - e. Such replacement lien and security interest shall be deemed by this Order to be fully perfected without necessity of further action by these Creditors given a replacement lien on post petition rent to the extent a pre-petition lien exists.

f The Debtor will make no extraordinary expenditures and all expenditures shall be those incurred in the ordinary course of business and be only related to payments necessary to operate the real estate owned by Debtor as shown on the attached budget,

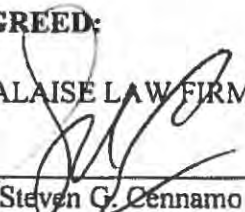
2. Nothing in this order shall be a determination of the validity or priority of the alleged liens or whether the liens are or are not a preferential transfer under 11 U.S.C. §547.

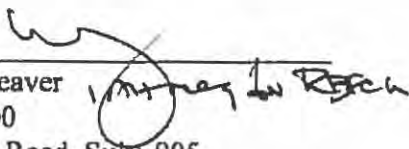
3. Pursuant to 11 U.S.C. §363(c)(2) and (e) and Bankruptcy Rule 4001, the relief requested in the motion of the Debtor should be approved to the extent provided in this Order. Entry of this Order is in the best interests of the Debtor's estate.

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AGREED:

MALAISE LAW FIRM


by Steven G. Cennamo
SBN 04045600
909 NE Loop 410, Ste 300
San Antonio, TX 78209
(210)732-6699/(210)732-5826(fax)


William P. Weaver
SBN 21017400
16607 Blanco Road, Suite 905
San Antonio, TX 78232
(210 495-1400/(210) 495-5864 (fax)