

Rules, and that Debtors and Homecomings have reached an agreement, it is accordingly **ORDERED** that:

1. This adversary proceeding, 07-01046, is hereby dismissed with prejudice.
2. Homecomings shall rescind the May 1, 2007 foreclosure sale.
3. The Stay of 11 U.S.C. §362 is hereby modified as to Homecomings, its successors

in interest and/or assignees, as hereinafter provided:

a. Regular Payments. Pursuant to the terms of that certain Note dated December 6, 2004, held by Mortgage Electronic Registration Systems, Inc., secured by a Deed of Trust of even date therewith encumbering the Debtors' real property described herein, Debtors shall disburse directly to Homecomings, promptly when due, each monthly installment that falls due on or after the 1st day of each consecutive month, beginning the first day of August, 2007. The monthly payment amount is currently \$1,757.73.

b. Post-Petition Arrearage. In addition to the payments outlined above, Debtors shall cure the post-petition mortgage arrearage now owed to Homecomings in the amount of \$7,689.88 plus attorney's fees and costs of \$2,758.27. Debtors shall remit funds in the amount of \$1,000.00 to Homecomings on or before August 31, 2007. Debtors shall amend the Chapter 13 Plan on or before September 14, 2007 to include the remaining post-petition arrears of \$6,689.88 plus attorney's fees of \$2,758.27 to be paid as an administrative priority claim as indicated above in addition to the pre-petition arrears of \$11,033.76.

c. Payment. All regular payments shall be sent directly to Homecomings and shall be received by Homecomings on or before the above-stated dates. The current mailing address for payments to Homecomings is:

HOMECOMINGS FINANCIAL
ATTN: BANKRUPTCY DEPT.
P.O. BOX 78426
PHOENIX, AZ 85062

d. Non-sufficient Funds. Any attempted payment that is subsequently returned as Non-sufficient Funds does not constitute a payment and is a Default under the terms of this Order.

e. Default. If Debtors default on any of the above terms of this Order, the Automatic Stay of 11 U.S.C. §362 shall be and is hereby ORDERED terminated with respect to Defendants without further notice or action by the Court.

f. Property. In the event of termination of the Automatic Stay, Homecomings, or its successors and assignees, shall have the continuing option to pursue its contractual, statutory, and other remedies as are available, including that necessary to recover its interest in and gain possession of the following described property:

BEING ALL OF LOT ONE (1) AND THE SOUTH 10 FEET OF LOT TWO (S 10' OF 2), BLOCK FOUR (4), LAKE DRIVE ADDITION, A SUBDIVISION IN AND TO THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET B, SLIDES 175-176, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.

Also known as: 2100 Lake Drive West, Taylor, TX 76574

g. Conversion, Dismissal, or Discharge. So long as the property is exempt, should Debtors' case be converted, dismissed, or the Debtors discharged before the terms of this Judgment are complete, the Automatic Stay shall terminate as to Homecomings, its successors and assigns, without further notice or action by the Court.

IT IS ORDERED, ADJUDGED AND DECREED that the Agreement of the parties, as hereinabove stated, is approved and the Automatic Stay is to remain in effect except as hereinabove agreed.

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