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345TH DISTRICT COURT
TRAVIS COUNTY COURTHOUSE
P. O. BOX 1748
AUSTIN, TEXAS 78767

February 25, 2005

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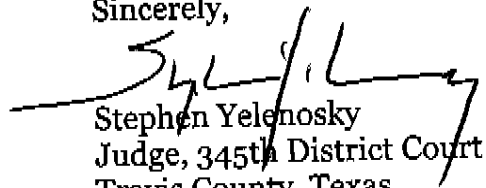
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2200 One Galleria Tower
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Via Facsimile 972/419-8329

Re: GN4-03894; *John R. Salazar v. IFC Credit Corporation*; In the 345th
Judicial District, Travis County, Texas

Dear Counsel:

Enclosed is a copy of Summary Judgment that Acceleration Clause is Unenforceable. This order has been signed by the Court and filed with the District Clerk's office.

Sincerely,


Stephen Yelenosky
Judge, 345th District Court
Travis County, Texas

Enclosure (1)

CAUSE NO. GN4-03894

**JOHN R. SALAZAR,
A Professional Corporation**

Plaintiff

v.

IFC CREDIT CORPORATION

Defendant

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IN THE DISTRICT COURT

TRAVIS COUNTY, TEXAS

345th JUDICIAL DISTRICT

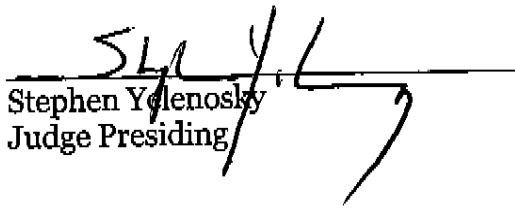
**SUMMARY JUDGMENT THAT ACCELERATION CLAUSE IS
UNENFORCEABLE**

On February 22, 2005, the Court heard and considered the Plaintiff's Motion for Summary and Declaratory Judgment That Acceleration Clause is Unenforceable Penalty and Defendant's Response. Plaintiff and Defendant each appeared at the hearing through their respective attorneys of record and presented argument. The Court is of the opinion that Plaintiff's Motion and the relief thereby requested should be GRANTED. Accordingly,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

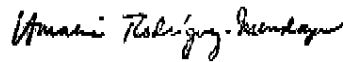
Plaintiff is granted summary and declaratory judgment that the provisions in the purported rental contract alleged in Plaintiff's petitions in this case which provide for acceleration and recovery of future rentals as immediately due and owing constitute a penalty and are therefore unenforceable.

SIGNED on February 24, 2005


Stephen Yelenosky
Judge Presiding

FILED

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DISTRICT CLERK
TRAVIS COUNTY, TEXAS