

United States District Court  
Southern District of Texas

**ENTERED**

April 22, 2016

David J. Bradley, Clerk

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
CORPUS CHRISTI DIVISION

UNITED STATES OF AMERICA,	§	
	§	
VS.	§	CIVIL ACTION NO. 2:16-CV-5
	§	
DR. DAVID ELLIOT GILMORE, <i>et al</i> ,	§	
	§	
Defendants.	§	

**ORDER GRANTING UNITED STATES' UNOPPOSED MOTION  
TO ENFORCE JUDGMENT, AND APPOINTING RECEIVER**

On April 22, 2016, the United States of America filed an **unopposed** motion (“the Motion, Doc. #17) to enforce the Agreed Judgment (“the Judgment”) in favor of United States of America entered February 18, 2016, granting the foreclosure of federal tax liens upon the real property owned by Defendant Dr. David Elliot Gilmore and located at 3238 Dunbarton Oaks Street, Corpus Christi, Nueces County, Texas 78414 (“the Property”) – more particularly described on the attached **Government Exhibit 1**); and the United States having requested an order of this Court that Kimberly Perez of Coldwell Banker be appointed as receiver to take possession of and to arrange for the sale of the Property, and good cause having been found, the Court granted the Motion and entered this Order. Accordingly,

IT IS ORDERED that:

1. The United States’ motion (Doc. #17) to enforce the Judgment is granted.
2. Kimberly Perez of Coldwell Banker is appointed as “the Receiver” for the Property pursuant to 26 U.S.C. §§ 7402(a) and 7403(d). Ms. Perez is directed to immediately take possession of the Property, including all buildings, improvements, fixtures, appurtenances, materials, and equipment thereon, to preserve and protect the value of the Property, to put it into saleable condition, and to arrange for the sale of the Property.

3. The Receiver shall have the authority to arrange for the sale of the Property, subject to confirmation by this Court, in any manner approved by the United States. The terms of any purchase agreement shall include the balance of the purchase price paid in cash at closing, and may include an earnest money deposit, in an amount to be approved by the United States, forfeitable upon the purchaser's failure to perform. The closing shall not occur until after the sale of the Property has been approved by further order of this Court. At closing, the purchaser or purchasers shall receive a deed to the Property (and/or a bill of sale as to any personalty) executed by the Receiver. In the event a closing takes place prior to an order of this Court regarding the distribution of proceeds, the title company approved by the United States shall hold all of the proceeds of any sale of the Property, net of any closing costs, including any earnest money deposit, in an interest-bearing account until this Court enters another order regarding the distribution of those proceeds.


4. The Receiver shall have all of the rights and powers necessary to fulfill her obligations under this Order, specifically including, but not necessarily limited to, the power to enter onto the Property, to change the fence locks and door locks, to manage the Property, to collect rents, if any, on the Property, to advertise the sale of the Property, and to take any action reasonably necessary to protect and preserve the value of the Property prior to sale, and to put the Property into saleable condition, including making expenditures of funds that are first approved by the United States for reasonable and necessary maintenance and improvements, including, but not limited to, repairs and liability insurance, and to sell the Property.

5. The Receiver shall be compensated from the proceeds of the sale of the Property (a) in an amount equal to six (6%) percent of the gross sale proceeds from the sale of the Property; or if there is another realtor who facilitates the sale of the Property, then the Receiver and the

purchaser's realtor shall each receive an amount equal to three (3%) percent of the gross sale proceeds from the sale of the Property; and (b) for the reasonable and necessary expenditures to protect, preserve, repair, market, and sell the Property, that were first approved by the United States.

6. The United States shall provide notice of the entry of this Order to Dr. David Elliot Gilmore through his counsel of record in this case.

SIGNED and ORDERED this 22nd day of April, 2016.

  
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Janis Graham Jack  
Senior United States District Judge

## **GOVERNMENT EXHIBIT 1**

Lot Fourteen (14), Block Eleven (11), BRIGHTON VILLAGE, a Subdivision of the City of Corpus Christ, Texas, as shown by the map or plat thereof recorded in Volume 47, Pages , 9 and 10, Map Records of Nueces County, Texas; located at 3238 Dunbarton Oaks Street, Corpus Christi, Nueces County, Texas 78414.