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Attorneys (proposed) for Debtor-in-Possession

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

*In re 4848 Aspermont, Ltd.,*

Debtor in-Possession

Tax ID 20-8009646

CASE NO. 09-35942-sgj-11

Chapter 11

**MOTION TO ASSUME EXECUTORY CONTRACTS WITH 20-DAY NOTICE FOR FILING  
OBJECTIONS**

TO THE HONORABLE UNITED STATES BANKRUPTCY COURT:

Debtor 4848 Aspermont, Ltd., on behalf of the estate, files this Motion to Assume Executory Contracts and would show the Court as follows:

1. One of the two executory contracts Debtor desires to assume is a short term listing contract with a realtor to assist Debtor to sell the Ranch which is its primary asset. A copy is attached. The Ranch presently produces no income and the potential income from any Ranch agricultural operations will not support its debt obligations to AgTexas, Debtor's secured creditor. Bottom line, Debtor needs to sell the Ranch in order to pay AgTexas and intends to do so. Debtor's obligations under this contract are not burdensome to the Estate. It simply needs to cooperate with the realtor to show the property.

Motion to Assume Executory Contracts

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Faye Jackie Kennel + Robert Holmes Sr.

2. The second executory contract is a title insurance contract with Alamo Title Insurance. Debtor's Ranch has a title cloud against it. As part of its duties under the insurance contract, (and other title insurance contracts with third parties who have similar title issues) Alamo Title Insurance is attempting to clear title in a lawsuit pending in Stonewall County, Texas.<sup>1</sup> Debtor's obligations under this contract are to cooperate with Alamo Title Insurance in its efforts to clear title. These obligations are not burdensome to the Estate and assumption offers significant benefits to the Debtor with respect to claims against the Estate and claims against property of the Estate.

For the reasons shown, Debtor requests that it be allowed to assume these executory contracts and requests entry of an order that the contracts are assumed.

Respectfully Submitted,

/s/ Frank L. Broyles

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*Proposed counsel for the Debtor as Debtor-in-Possession*

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<sup>1</sup> Case is pending in the 39th District Court in Stonewall County, Texas, case number 4222-A.

**TWENTY DAY NOTICE REGARDING OBJECTIONS**

A HEARING MIGHT NOT BE CONDUCTED HEREON UNLESS A WRITTEN RESPONSE IS FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT ON OR BEFORE OCTOBER 14, 2009, WHICH IS TWENTY (20) DAYS FROM THE DATE OF SERVICE HEREOF. ANY RESPONSE MUST BE IN WRITING AND FILED WITH THE BANKRUPTCY CLERK AT 1100 COMMERCE ST. 12TH FLOOR, DALLAS, TX 75242, AND A COPY MUST BE SERVED UPON PROPOSED COUNSEL FOR THE DEBTOR AND THE DEBTOR PRIOR TO THE DATE AND TIME SET FORTH HEREIN. IF A RESPONSE IS FILED A HEARING WILL BE HELD WITH NOTICE ONLY TO THE OBJECTING PARTY.

IF NO HEARING ON SUCH NOTICE OR MOTION IS TIMELY REQUESTED, THE RELIEF REQUESTED SHALL BE DEEMED TO BE UNOPPOSED, AND THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT OR THE NOTICED ACTION MAY BE TAKEN.

**Certificate of Service**

On September 24, 2009 a genuine copy of the foregoing motion was served on: the United States Trustee; the creditor list on file in this case; all persons requesting service, and the Debtor by the U.S. Mail, first class postage prepaid.

/s/ Frank L. Broyles

**EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT**  
**FOR RANCHES**

We do hereby list for sale with BROOKS LAND GALLERY, INC., Realtor, of Stephenville, Texas, the following described property located in STONE WALL County, State of Texas. IN CONSIDERATION of services which said Realtor herein agrees to render, we give said Realtor the exclusive, right to sell said property for a period of 6 months, which will be until the 28 day of 02, 2010.

List Price \$1000. 00 Per Acre Terms CASH AT CLOSE

Legal Description: 48.46 .45 Acres Legal Attached

Special Conditions or Remarks: EXCLUDED BUYERS BILL ROSE  
Shower Property too. W.R. Rose

(FOR PROPERTY INFORMATION SEE INFORMATION FORM)

We agree to pay BROOKS LAND GALLERY, INC. at the time and place of closing a commission of 6 % of the sales price (a) if an agent of BROOKS LAND GALLERY, INC. finds a Buyer who shall be ready, willing and able to purchase during said period upon the price and terms above stated or at any other price and terms that may be agreed upon or (b) if said property is sold by the Owner, or his authorized agents, or any other person or persons during said period, or (c) if said property is sold by the Owner within (180) days after termination of this Contract to any other person representing him, providing the listing Realtor furnishes the Owner in writing the names of the persons to whom this property has been presented within ten (10) days after the expiration of this contract, or (d) if the Owner enters in to any Lease or Option Agreement with any person presented by BROOKS LAND GALLERY, INC. in the above period of time.

We agree to furnish a Warranty Deed and Title Insurance Policy.

We give BROOKS LAND GALLERY, INC. permission to advertise and place a sign on the above property.

DATED this 17 day of August, 2009 at Stephenville, Texas.

**SELLER/SELLERS**

Rose Consolidated XVIII  
WR Rose Pres

Hammitt Consolidated III  
Malcolm D. Pres

John W. Smith Agent

**ADDRESS & PHONE #'S**

5440 Harvest Hill #250  
214 954 1100

140 W. South Loop  
Stephenville, TX 76401

DAIM  
TX 75

Realtor Phone -- (254) 965-5051 PO Box 135, Stephenville, Texas, 76401