

**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**

**345<sup>th</sup> JUDICIAL DISTRICT**

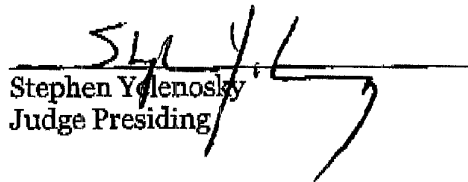
**SUMMARY JUDGMENT THAT ACCELERATION CLAUSE IS  
UNENFORCEABLE**

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:**

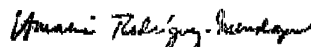
Plaintiff is granted summary and declaratory judgment that the provisions in the purported rental contract alleged in Plaintiff's petitions in this case which provide for acceleration and recovery of future rentals as immediately due and owing constitute a penalty and are therefore unenforceable.

SIGNED on February 24, 2005

  
Stephen Yelenosky  
Judge Presiding

**FILED**

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DISTRICT CLERK  
TRAVIS COUNTY, TEXAS