

UNITED STATES COURT OF APPEALS  
For the Fifth Circuit

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No. 96-40079  
Summary Calendar

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PREMIER FINANCIAL SERVICES - TEXAS L. P.,

Plaintiff-Counter Defendant-Appellee,

VERSUS

WAYNE A. LUNDQUIST, JR., ET AL.,

Defendants,

WAYNE A. LUNDQUIST, JR.,

Defendant-Counter Claimant-Appellant.

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Appeal from the United States District Court  
For the Southern District of Texas

(C-94-CV-545)

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November 6, 1996

Before JONES, DeMOSS, and PARKER, Circuit Judges.

PER CURIAM:\*

On July 26, 1996, this Court stayed further consideration of this appeal pending an order of the United States Bankruptcy Court

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\*Pursuant to Local Rule 47.5, the Court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in Local Rule 47.5.4.

for the Southern District of Texas lifting the automatic stay of that court in the Chapter 11 bankruptcy proceeding No. 96-22457-C-11 filed by appellant Wayne A. Lundquist, Jr. Such automatic stay has now been lifted by the bankruptcy court and we proceed with consideration of this appeal.

Premier Financial Services - Texas L.P. ("Premier") sued Wayne A. Lundquist, Jr. ("Lundquist") and others on a written guaranty agreement executed by Lundquist, guaranteeing the payment of a promissory note dated October 24, 1983, executed by Nueces Development Company payable to Victoria Savings Association in the original principal sum of \$793,000 one year after date. The maturity date of this note was ultimately extended by various renewal and extension agreements until September 19, 1987. The Resolution Trust Corporation ("RTC") was appointed conservator of Victoria Savings Association on June 29, 1989. In December 1990, after making demand on the maker and Lundquist for payment of this note, the RTC proceeded to foreclose upon the secured property and sold the secured property at public auction for the sum of \$161,028, which was credited against the note. In January 1994, the RTC as receiver for Victoria Savings Association FSA. transferred the note and guaranty, along with all right, title and interest therein, to Premier. On December 16, 1994, Premier brought this suit upon his guaranty against Lundquist seeking to recover the remaining amounts due and owing on the note. In September 1995, Premier moved for a summary judgment on its claims

against defendant Lundquist and on Lundquist's counterclaim against Premier. On December 6, 1995, the district court granted Premier's motion for a summary judgment and by a corrected final judgment entered under date of December 29, 1995, granted recovery in the amount of \$606,345.08 against Lundquist.

We have carefully reviewed the briefs, the record excerpts and relevant portions of the record itself; and for the reasons stated by the district court in its order granting motion for summary judgment entered under date of December 6, 1995, we affirm the final judgment entered under date of December 29, 1995.

**AFFIRMED.**