FILED FOR RECORD
At 10:30 O'clock A M
FEB 09 2026
HEATHER N. KELLAR
CLERK DISTRICT COURT
COMAL COUNTY, TEXAS
By DEPUTY

NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA

NO. C2018-0915B

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| MOSES BRISENO | § | IN THE DISTRICT COURT |
| | § | |
| V. | § | 207TH JUDICIAL DISTRICT |
| | § | |
| REBECCA RIXTER | § | COMAL COUNTY, TEXAS |

# ORDER OF ENFORCEMENT BY CONTEMPT, ORDER APPOINTING RECEIVER, AND OTHER FINDINGS

On January 6, 2026, the Court heard Petitioner's Petition for Enforcement of Property Division by Contempt.

*Appearances*

Petitioner, Moses Briseno, appeared physically in the courtroom. Petitioner's attorney of record, Rob Biggers, appeared physically in the courtroom and announced ready.

Respondent, Rebecca Rixter, although duly and properly served, did not appear, and made wholly default.

*Jurisdiction*

The Court, after examining the record and the evidence and argument of counsel, finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

*Record*

The record of testimony was duly reported by the court reporter for the 207TH Judicial District Court.

*Jury*

A jury was waived, and all questions of fact and of law were submitted to the Court.

*Findings*

The Court finds that Respondent is guilty of separate violations of the order signed on

August 16, 2019, that appears in the minutes of this Court attached hereto, as Exhibit A, and incorporated herein as if set forth herein in full, and states in relevant part as follows:

***"FINDINGS: Provision for Refinance or Sale of Residence by Respondent, REBECCA RIXTER***

The Court finds that the MSA of the parties provides that REBECCA RIXTER shall refinance or sell the residence at 5676 High Forest Dr., New Braunfels, Texas 78132-3919 within thirty-six (36) months from the date of entry of this Final Decree of Divorce to free-up the VA loan entitlement of MOSES BRISENO.

**THEREFORE, IT IS ORDERED** that REBECCA RIXTER shall refinance or sell the sell the residence at 5676 High Forest Dr., New Braunfels, Texas within thirty-six (36) months from the date of entry of this Final Decree of Divorce to free-up the VA loan entitlement of MOSES BRISENO."

"*Obligations to Respondent*

**IT IS ORDERED AND DECREED** that Respondent, REBECCA RIXTER, shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold Petitioner, MOSES BRISENO, and Petitioner's property harmless from any failure to so discharge, these liabilities:

1.(R.) Mortgage. The balance due, including principal, interest, tax, and insurance escrow, on the promissory note executed by MOSES BRISENO and REBECCA RIXTER, in the original principal sum of four hundred dollars ninety-eight thousand eight hundred thirty-two and 00/100$^{th}$ dollars dated Jan. 10, 2018, payable to CLM Mortgage, LLC, and secured by deed of trust on the real property awarded in this decree to Respondent, which is recorded at volume ___, page __, Deed of Trust Records of Comal County, Texas.

3. (R.) All of the utilities (water, power, gas, trash pickup, landlines, Internet and cable) for residence at 5676 High Forest Dr., New Braunfels, Texas 78132-3919, as of the mediation

settlement agreement as of August 31, 2019.

4. (R.) The homeowner's association fees for the residence at 5676 High Forest Dr., New Braunfels, Texas 78132-3919, as of the additional temporary orders as of September 1, 2019."

[...]"

*"Execution of Instruments*

REBECCA RIXTER is ORDERED to appear at Comal County District Court on 08/16/2019, at 9 a.m., to execute, have acknowledged, and deliver to MOSES BRISENO the following instruments:

(a.) Deed of Trust to Secure Assumption."

The Court further finds that Respondent has failed to comply with and has violated the provisions of the order as follows:

1. The respondent failed to make the mortgage payment due on September 1, 2019, in the amount of $2,478.34.
2. The respondent failed to make the mortgage payment due on October 1, 2019, in the amount of $2,478.34.
3. The respondent failed to make the mortgage payment due on November 1, 2019, in the amount of $2,579.93.
4. The respondent failed to make the mortgage payment due on December 1, 2019, in the amount of $2,579.93.
5. The respondent failed to make the mortgage payment due on January 1, 2020, in the amount of $$2,579.93.
6. The respondent failed to make the mortgage payment due on February 1, 2020, in the amount of $3,110.90.
7. The respondent failed to make the mortgage payment due on March 1, 2020, in the amount of $3,110.90.

8. The respondent failed to make the mortgage payment due on April 1, 2020, in the amount of $3,110.90.

9. The respondent failed to make the mortgage payment due on May 1, 2020, in the amount of $3,110.90.

10. The respondent failed to make the mortgage payment due on June 1, 2020, in the amount of $3,110.90.

11. The respondent failed to make the mortgage payment due on July 1, 2020, in the amount of $3,110.90.

12. The respondent failed to make the mortgage payment due on August 1, 2020, in the amount of $3,110.90.

13. The respondent failed to make the mortgage payment due on September 1, 2020, in the amount of $3,110.90.

14. The respondent failed to make the mortgage payment due on October 1, 2020, in the amount of $3,110.90.

15. The respondent failed to make the mortgage payment due on November 1, 2020, in the amount of $3,110.90.

16. The respondent failed to make the mortgage payment due on December 1, 2020, in the amount of $3,110.90.

17. The respondent failed to make the mortgage payment due on January 1, 2021, in the amount of $3,110.90.

18. The respondent failed to make the mortgage payment due on February 1, 2021, in the amount of $2,786.70.

19. The respondent failed to make the mortgage payment due on March 1, 2021, in the amount of $2,786.70.

20. The respondent failed to make the mortgage payment due on April 1, 2021, in the amount of $2,786.70.

21. The respondent failed to make the mortgage payment due on May 1, 2021, in the amount of $2,786.70.

22. The respondent failed to make the mortgage payment due on June 1, 2021, in the amount of $3,804.93.

23. The respondent failed to make the mortgage payment due on July 1, 2021, in the amount of $3,804.93.

24. The respondent failed to make the mortgage payment due on August 1, 2021, in the amount of $3,804.93.

25. The respondent failed to make the mortgage payment due on September 1, 2021, in the amount of $3,804.93.

26. The respondent failed to make the mortgage payment due on October 1, 2021, in the amount of $3,804.93.

27. The respondent failed to make the mortgage payment due on November 1, 2021, in the amount of $3,804.93.

28. The respondent failed to make the mortgage payment due on December 1, 2021, in the amount of $3,804.93.

29. The respondent failed to make the mortgage payment due on January 1, 2022, in the amount of $3,804.93.

30. The respondent failed to make the mortgage payment due on February 1, 2022, in the amount of $3,804.93.

31. The respondent failed to make the mortgage payment due on March 1, 2022, in the amount of $3,281.21.

32. The respondent failed to make the mortgage payment due on April 1, 2022, in the amount of $3,281.21.

33. The respondent failed to make the mortgage payment due on May 1, 2022, in the amount of $3,281.21.

34. The respondent failed to make the mortgage payment due on June 1, 2022, in the amount of $3,281.21.

35. The respondent failed to make the mortgage payment due on July 1, 2022, in the amount of $3,281.21.

36. The respondent failed to make the mortgage payment due on August 1, 2022, in the amount of $3,281.21.

37. The respondent failed to make the mortgage payment due on September 1, 2022, in the amount of $3,281.21.

38. The respondent failed to make the mortgage payment due on October 1, 2022, in the amount of $3,281.21.

39. The respondent failed to make the mortgage payment due on November 1, 2022, in the amount of $3,281.21.

40. The respondent failed to make the mortgage payment due on December 1, 2022, in the amount of $3,281.21.

41. The respondent failed to make the mortgage payment due on January 1, 2023, in the amount of $3,281.21.

42. The respondent failed to make the mortgage payment due on February 1, 2023, in the amount of $3,281.21.

43. The respondent failed to make the mortgage payment due on March 1, 2023, in the amount of $3,281.21.

44. The respondent failed to make the mortgage payment due on April 1, 2023, in the amount of $3,290.23.

45. The respondent failed to make the mortgage payment due on May 1, 2023, in the amount of $3,290.23.

46. The respondent failed to make the mortgage payment due on June 1, 2023, in the amount of $$3,290.23.

47. The respondent failed to make the mortgage payment due on July 1, 2023, in the amount of $3,290.23.

48. The respondent failed to make the mortgage payment due on August 1, 2023, in the amount of $3,290.23.

49. The respondent failed to make the mortgage payment due on September 1, 2023, in the amount of $3,290.23.

50. The respondent failed to make the mortgage payment due on October 1, 2023, in the amount of $3,290.23.

51. The respondent failed to make the mortgage payment due on November 1, 2023, in the amount of $3,290.23.

52. The respondent failed to make the mortgage payment due on December 1, 2023, in the amount of $3,290.23.

53. The respondent failed to make the mortgage payment due on January 1, 2024, in the amount of $3,290.23.

54. The respondent failed to make the mortgage payment due on February 1, 2024, in the amount of $3,290.23.

55. The respondent failed to make the mortgage payment due on March 1, 2024, in the amount of $3,290.23.

56. The respondent failed to make the mortgage payment due on April 1, 2024, in the amount of$3,290.23.

57. The respondent failed to make the mortgage payment due on May 1, 2024, in the amount of $3,290.23.

58. The respondent failed to make the mortgage payment due on June 1, 2024, in the amount of $3,290.23.

59. The respondent failed to make the mortgage payment due on July 1, 2024, in the amount of $3,290.23.

60. The respondent failed to make the mortgage payment due on August 1, 2024, in the amount of $3,290.23.

61. The respondent failed to make the mortgage payment due on September 1, 2024, in the amount of $3,290.23.

62. The respondent failed to make the mortgage payment due on October 1, 2024, in the amount of $3,290.23.

63. The respondent failed to make the mortgage payment due on November 1, 2024, in the amount of $3,822.57.

64. The respondent failed to make the mortgage payment due on December 1, 2024, in the amount of $3,822.57.

65. The respondent failed to make the mortgage payment due on January 1, 2025, in the amount of $3,822.57.

66. The respondent failed to make the mortgage payment due on February 1, 2025, in the amount of $3,822.57.

67. The respondent failed to make the mortgage payment due on March 1, 2025, in the amount of $3,822.57.

68. The respondent failed to make the mortgage payment due on April 1, 2025, in the amount of $3,822.57.

69. The respondent failed to make the mortgage payment due on May 1, 2025, in the amount of $3,822.57.

70. The respondent failed to make the mortgage payment due on June 1, 2025, in the amount of $3,822.57.

The Court specifically finds that Respondent is in contempt for each separate violation enumerated above.

The Court finds that Respondent is unlawfully occupying the property, located at 5676 High Forest Dr., New Braunfels, Texas 78132-3919.

The Court finds that the past due amount owed to Pennymac, the mortgage servicer, due to Respondent's repeated violations, enumerated above, is $267,197.90, including fees and charges.

The Court further finds that on the day of this hearing Respondent had the ability to comply with the prior order of the Court.

The Court further finds that attorney's fees, court costs, and expenses should be assessed against Respondent, with such fees, court costs, and expenses being assessed following the closing of the sale of the home.

*Relief Granted*

IT IS ADJUDGED that Respondent, Rebecca Rixter, is in contempt for each separate violation enumerated above.

*Appointment of Receiver and Sell of Home*

The Court finds the sale of the property by private sale through a Receiver is appropriate and proper grounds exist for the appointment of a Receiver.

The Court finds that the property to be sold is 5676 High Forest Dr., New Braunfels, Texas 78132-3919

Legal Description:

LOT FIFTY-FOUR (54) IN BLOCK TWO (2) OF COPPER RIDGE PHASE 2C, A SUBDIVISION IN COMAL COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER DOCUMENT NO. 201906028843

The Court further finds that the property was originally conveyed to Moses Anthony Briseno and Rebecca Rixter, under document number 201806001718, in Comal County, Texas,

according to the map or plat thereof.

The Court finds that the property consists of a residential lot and the sale of the property by private sale through a Receiver is appropriate and proper grounds exist for the appointment of a Receiver.

The Court finds that Walter Beuhler, a Texas attorney, whose address is 1945 Lockhill-Selma, Ste. 101, San Antonio, Texas 78213, whose telephone number is (210)923-7724, and whose email address is WalterB250@gmail.com, is qualified and is hereby appointed Receiver.

The Court orders that upon posting of a bond in the amount of $100.00 (cash or surety) and filing of their Oath, the Receiver is authorized/empowered to take possession of, to market, and enter into a contract to sell, the Property for the highest and best sales price readily attainable after reasonable effort and due diligence, subject to the Court's confirmation.

The Court orders that Megan Holly, a licensed realtor, whose telephone number is (214) 986-2080, and whose email address is megan@dokindtx.com, is appointed the realtor to facilitate the sell of the home.

The Court orders that Walter Beuhler, may immediately initiate eviction proceedings, for the immediate removal of Rebecca Rixter from the aforementioned property, having found Rebecca Rixter is unlawfully occupying the aforementioned property.

It is expressly Ordered that the parties fully cooperate with the Receiver, including without limitation, promptly signing any real estate agreement(s) and/or other documents required for the sale of the Property and in showing property to prospective buyers. Notwithstanding the Receiver's authority to immediately seek the eviction of Rebecca Rixter, the Receiver may bring an eviction action if any party does not cooperate in showing and interferes in the marketing and sales efforts in general.

Upon the Court's confirmation of the sales contract and after hearing, Receiver is granted

authority to execute Deeds and other documents necessary to effect the sale and conveyance and to deliver possession of the Property to the purchasers. The net sales proceeds, after deducting closing costs, commission, receiver's fees, and Petitioner's attorney's fees is to be tendered by the escrow agent/closer to the Registry of the Court for division between the parties.

Rendered on January 16, 2026 DLH

SIGNED on February 16, 2026.

JUDGE PRESIDING

APPROVED AS TO FORM ONLY:


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