

UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 96-11366

NATIONAL HOUSING EXCHANGE, INC, a North Carolina Corporation,
Plaintiff,

DAVID J KRUPP, arf National Housing Exchange, Inc,
Plaintiff - Appellee,

NATIONAL HERITAGE LIFE INSURANCE COMPANY, In Liquidation,
Plaintiff - Counter Defendant - Appellee

versus

ARAPAHO CAR WASH, A Texas General Partnership; THOMAS H STEWART;
DAVID M WARREN,

Defendants - Counter Claimants - Appellants.

Appeal from the United States District Court
for the Northern District of Texas
Dallas Division

August 8, 1997
Before JONES, EMILIO M. GARZA, and PARKER, Circuit Judges,

PER CURIAM:*

David R. Krupp, receiver for National Housing Exchange,
later replaced by National Heritage Life Insurance Company ("NHL"),

* Pursuant to 5TH CIR. R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR. R. 47.5.4.

brought this suit against Arapaho Car Wash Thomas H. Stewart, and David M. Warren (collectively, "Arapaho") to collect on a promissory note. The district court granted summary judgment for NHL and subsequently denied Arapaho's Motion to Enforce Settlement Agreement. Arapaho argues that there was insufficient summary judgment evidence to establish the chain of title giving NHL ownership of the note and guarantees. Arapaho also challenges the district court's conclusion that the parties did not have a settlement agreement in writing, signed and filed with the court as required by Texas law. After hearing oral argument, reviewing the briefs, the authorities cited therein and the record, we find no reversible error of fact or law. Thus, we AFFIRM the judgment of the district court.

AFFIRMED.