



\*VG-1443-2020-2000015\*

Freestone  
County  
Linda Jarvis  
Freestone County  
Clerk

Instrument Number: 2000015

Foreclosure Posting

NOTICE OF FORECLOSURE

Recorded On: January 03, 2020 10:26 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$8.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2000015  
Receipt Number: 20200103000012  
Recorded Date/Time: January 03, 2020 10:26 AM  
User: Amanda G  
Station: Clerk Station

**Record and Return To:**

LAW OFFICE OF CHAD MORGAN PC  
109 S MOUNT ST  
FAIRFIELD TX 75840



STATE OF TEXAS  
COUNTY OF FREESTONE

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Freestone County, Texas.

Linda Jarvis  
Freestone County Clerk  
Freestone County, TX

**Notice of Foreclosure Sale**  
January 2, 2020

Deed of Trust Security Agreement - Financing Statement ("Deed of Trust"):

Dated: August 4, 2017

Grantor: Value Manufactured Housing, LLC and Wilfred Hewitt

Trustee: Chad Morgan

Lender: Fairfield Homes & Land, LLC

Recorded in: Volume 1734, Page 644 of the real property records of Freestone County, Texas

Legal Description: Being 2.00 acres of land, more or less, situated in the IH REED Survey, A-23, Fairfield, Freestone County, Texas and being the same property described in a deed dated February 26, 2014 from Repo Liquidators, Inc. to Fairfield Homes & Land, LLC and recorded at Volume 1626, Page 624 Deed Records of Freestone County, Texas.

Secures: Promissory Note ("Note") in the original principal amount of \$260,000.00 and a second Note in original principal amount of \$17,000.00, executed by Value Manufactured Housing, LLC and Wilfred Hewitt ("Borrower") and payable to the order of Lender and all other indebtedness of Borrower to Lender

Guaranty: The Note and all other indebtedness of Borrower to Lender is guaranteed by a Wilfred Hewitt dated August 4, 2017, and executed by Wilfred Hewitt in favor of Lender

Foreclosure Sale:

Date: Tuesday, February 4, 2020

Time: The sale of the Property will be held between the hours of 10:00 A.M. and 4:00 P.M. local time; the earliest time at which the Foreclosure Sale will begin is 1:00 PM and not later than three hours thereafter.

Place: Front Courthouse Steps, Freestone County, Texas Courthouse, 118 E. Commerce Street, Fairfield, Texas 75840

**Terms of Sale:** The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Fairfield Homes & Land, LLC's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Fairfield Homes & Land, LLC, the owner and holder of the Note, has requested Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Fairfield Homes & Land, LLC's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Fairfield Homes & Land, LLC's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Fairfield Homes & Land, LLC passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Fairfield Homes & Land, LLC. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to section 51.0075(a) of the Texas Property Code, Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Trustee.

**Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send**

**written notice of the active duty military service to the sender of this notice immediately.**

*Chad Morgan*

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Chad Morgan, Trustee  
109 S. Mount Street  
Fairfield, Texas 75840  
Telephone (903) 389-3244  
Telecopier (888) 316-0565