

NOTICE OF FORECLOSURE SALE

1. **Foreclosure Sale**

Date of Sale: January 2, 2018
Time of Sale: The sale shall begin no earlier than 1:00 p.m. and shall end no later than three hours after, or by 4:00 p.m.
Place of Sale: At the Freestone County Courthouse located at 118 E. Commerce in Fairfield, Texas at the following location: Southside steps of the Freestone County Courthouse.

2. **Lien Instrument**

Date of Instrument: June 28, 2007
Name of Instrument: Builder's and Mechanic's Lien Contract
Grantor(s): James E. Brown and Sylvia R. Brown, husband and wife
Substitute Trustees: C. Alan Gauldin; Harold Gauldin or another attorney
Address: 2790 South Thompson Street, Suite 102, Springdale, AR 72764, 479-872-3806
Lender & Holder: United Built Homes, L.L.C.
Recording location: Document No. 00705388, Book 01411, Page 00487 of the real property records of Freestone County, Texas
Legal Description: Tract Three

All that certain lot, tract or parcel of land situated in Freestone County, Texas and being Lot Four (4), in Block Number one hundred sixty-one (161) in the town of Teague, Freestone County, Texas, according to the map and plat of said town as drawn by W. H. Page and recorded in Volume 23, Page 640, Deed Records of Freestone County, Texas, and now recorded in the Map and Plat Records of Freestone County, Texas.

3. **Debt Secured**

Date of Instrument: June 28, 2007

FILED FOR RECORD IN
Freestone County
Linda Jarvis
COUNTY CLERK
ON: Dec 04, 2017 AT 10:56A
as Notice of Trustee Sale
Total Fees : 8.00
Receipt Number - 144613
By: Alicia Dosssett, Deputy

Name of Instrument: Retail Installment Contract
Debtor(s): James E. Brown and Sylvia R. Brown, husband and wife
Lender & Holder: United Built Homes, L.L.C.
Original amount: \$101,280.00

4. **Default and Request to Act:** Default has occurred in the payment of the Retail Installment Contract and in the performance of the obligations of the Builder's and Mechanic's Lien Contract. Because of that default, United Built Homes, L.L.C., the owner and holder of the Builder's and Mechanic's Lien Contract, has requested Substitute Trustee to sell the Property. Therefore, notice is given that on and at the Date, Time and Place for Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described below, the Builder's and Mechanic's Lien Contract, and the Texas Property Code.
5. **Postponement, Withdrawing, or Rescheduling of the Sale** - The Builder's and Mechanic's Lien Contract permits the Holder to postpone, withdraw, or reschedule the sale for another day. In that case, the Substitute Trustee need not appear at the scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of any rescheduled foreclosure sale will be re-posted and re-filed, and may be after the date originally scheduled for this sale.
6. **Terms of Sale.** The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Builder's and Mechanic's Lien Contract permitting the Holder to have the bid credited up to the amount of the unpaid debt secured by the Builder's and Mechanic's Lien Contract. Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day the property is sold. The sale will be made expressly subject to any title matters set forth in the Builder's and Mechanic's Lien Contract. Prospective bidders are reminded that, by law, the sale will be subject to all prior matters of record affecting the property. Prospective bidders are strongly urged to examine the property records to determine the nature and extent of such matters, if any.
7. **Property Sold "AS IS."** 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 Builder's and Mechanic's Lien Contract. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.
8. **Conditions.** Pursuant to section 51.0075(a) of the Texas Property Code, Substitute 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 Substitute Trustee.
9. **Inquiries.** Questions concerning the sale may be directed to the undersigned Agent and Attorney for the Lender
10. **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.

11. THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEES IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY AND AUTHORIZED AGENT OF THE LENDER AND HOLDER.

DATED November 27, 2017.



C. ALAN GAULDIN

Attorney at Law and Agent for Holder

Texas Bar No. 00785507

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