

FILED FOR RECORD

2019 SEP - 9 PM 3: 52

AMY L. VARNELL  
CASS COUNTY CLERK

**NOTICE OF FORECLOSURE SALE**

1. **Foreclosure Sale.**

**Date of Sale:** October 1, 2019  
**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 Cass County Courthouse located at 100 E. Houston St. in Linden, Texas at the following location: North door of the Cass County Courthouse.

2. **Lien Instrument:**

**Date of Instrument:** May 19, 2000  
**Name of Instrument:** Deed of Trust  
**Grantor(s):** James A. Dowell and Veronica L. Dowell, husband and wife  
**Substitute Trustees:** Jim Mills, Susan Mills, Emily Northern, Jamey Parsons, Renee McCoart, Christy Smith, Ed Henderson, Rocky Thomasson, Laurie Blackwell and Ken Autrey  
**Address:** 9065 Jollyville Rd., Suite 203A, Austin, TX 78759  
**Lender & Holder:** United Built Homes, L.L.C.  
**Recording location:** Volume 1112, Page 563 of the real property records of Cass County, Texas  
**Legal Description:** All that certain tract of land in the Cynthia Latimer Survey, Abstract No: 653, Cass County, Texas, and being severed off the Southwest corner of a 16.597 acre tract of land that was described as Tract 10, in a plat and field notes surveyed by Ralph Daniels on October 14, 1974.

Beginning at a 3/8 iron rod in County Road for the Southwest Corner,  
Rod also being the Southwest corner of original 16.597 acres;

Thence with County Road N 33 deg. 11 min. E 150 feet to a 3/8 iron rod for Northwest Corner;

Thence East 306.2 feet to a 3/8 iron rod for the Northeast corner;

Thence South 125.53 feet to a 3/8 iron rod for the Southeast corner;

Thence West 388.29 feet to the place of beginning, containing 1.0 acre of land.

3. **Debt Secured.**

Date of Instrument: May 19, 2000

Name of Instrument: Deed of Trust Note

Debtor(s): James A. Dowell and Veronica L. Dowell, husband and wife


Lender & Holder: United Built Homes, L.L.C.

Original amount: \$53,500.00

4. **Default and Request to Act:** Default has occurred in the payment of the Deed of Trust Note and in the performance of the obligations of the Deed of Trust. Because of that default, United Built Homes, L.L.C., the owner and holder of the Deed of Trust, 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 Deed of Trust, and the Texas Property Code.
5. **Postponement, Withdrawing, or Rescheduling of the Sale** - The Deed of Trust 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 Deed of Trust permitting the Holder to have the bid credited up to the amount of the unpaid debt secured by the Deed of Trust. 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 Deed of Trust. 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 Deed of Trust.** 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 August 22, 2019**

  
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C. ALAN GAULDIN  
Attorney at Law and Agent for Holder  
Texas Bar No. 00785507  
2790 S. Thompson St., Suite 102  
Springdale, AR 72764  
Phone: 479.872.3841  
Fax: 479.872.3841  
legal@ubh.com