

FILED FOR RECORD

2021 NOV 29 PM 1:23

AMY S. WADSWORTH
CASS COUNTY CLERK

NOTICE OF FORECLOSURE SALE

1. **Foreclosure Sale.**

Date of Sale: January 4, 2022
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, Linden, Texas at following location: North door of the Cass County Courthouse.

2. **Lien Instrument:**

Date of Instrument: June 23, 2005
Name of Instrument: Builder's and Mechanic's Lien Contract
Grantor(s): Timothy D. Cowgill and Julie Cowgill, husband and wife
Substitute Trustees: Jim Mills, Susan Mills, George Hawthorne, Jamey Parsons, Renee McCart, Christy Smith, Ed Henderson, Rocky Thomasson, Laurie Blackwell or Ken Autrey
Address: 9130 Jollyville Rd., Suite 100-21, Austin, TX 78759
Lender & Holder: United Built Homes, L.L.C.
Recording location: Document 39096 of the real property records of Cass County, Texas.

Legal Description: THIS IS CERTIFY: that this plat correctly reflects of a survey made on the ground covering all that certain tract or parcel of land being a part of the Dixon H. Dyer Survey, Abstract No. 256, Cass County, Texas and being a part of a called 111.00 acre tract recorded in Volume 571, Page 717 of the Deed Records of Cass County, Texas, and the subject tract of land being more particularly described by metes and bounds as follows:

Beginning at a 5/8" iron pin found for the Southwest corner of this tract, located in the East fence line of County Road No. 1115, and being located North, 298.41 feet and East, 781.11 feet from the most Westerly Southwest corner of said called 111.00 acre tract;
Thence: N 26 degrees 14'10" W, 411.20 feet generally with a fence line and the East boundary line of said Road to a 5/8" iron pin found for corner;
Thence: N 37 degrees 54'28"W, 170.00 feet generally with a fence line and the East boundary line of said road to a 5/8" iron pin found for corner, said iron pin being located South, 1114.69 feet and East, 353.05 feet from the most Northerly Northwest corner of said called 111.00 acre tract;
Thence: N 84 degrees 36'48" E, 721.32 feet to a 5/8" iron pin found for corner;
Thence: S 07 degrees 48'20" W, 235.77 feet to a 5/8" iron pin found for corner;
Thence: S 49 degrees 52'13" W, 523.01 feet to the POINT OF BEGINNING, and containing 5.154 acres of land, more or less.


3. **Debt Secured.**

Date of Instrument: June 23, 2005
Name of Instrument: Builder's and Mechanic's Lien Contract
Debtor(s): Timothy D. Cowgill and Julie Cowgill, husband and wife
Lender & Holder: United Built Homes, L.L.C.
Original amount: \$149,760.00

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 Trustees to sell the Property. Therefore, notice is given that on and at the Date, Time and Place for Foreclosure Sale described above, Substitute Trustees 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 Trustees 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 Trustees reserve 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 Trustees.
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 15, 2021.



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