

NOTICE OF FORECLOSURE SALE

1. **Foreclosure Sale.**

Date of Sale: July 2, 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 Houston, Linden, TX 75563 at following location: North door of the Cass County Courthouse.

2. **Lien Instrument:**

Date of Instrument: February 18, 2009

Name of Instrument: Builder's and Mechanic's Lien Contract

Grantor(s): Clyde B. Higgs, Jr. and Betty Jean Higgs, husband and wife

Substitute Trustees: Jim Mills, Susan Mills, Emily Northern, Renee McCoart, Christy Smith, Ed Henderson, Rocky Thomasson, Marley Ross, Laurie Blackwell or Ken Autrey

Address: 9065 Jollyville Rd., Suite 203A, Austin, TX 78759

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

Recording location: Document No. 2009000797 of the real property records of Cass County, Texas

Legal Description: All that certain tract lot or parcel of land, a part of the M. Dillard Survey A-276, Cass County, Texas, and also being all of the Residue of that certain called 20.00 acre tract of land that is described in a Deed from Cecil Ray Love, et al, to Bobbie Higgs that is recorded in volume 776, Page 708 of the Deed Records of Cass County, Texas, and being more completely described as follows to-wit:

Beginning at an axle found for corner at the N.E.C. of said tract;

Thence South 02 degrees 13 minutes 41 seconds West, along the E.B.L. of said tract for a distance of 1801.69 feet to a 1/2 inch iron rod set for corner at the S.E.C. of said tract, same being the N.B.L. of County Road #1777;

Thence North 88 degrees 48 minutes 03 seconds West, along the S.B.L. of said tract and the N.B.L. of said County Road #1777 for a distance of 75.01 feet to a ½ inch iron rod found for corner at the Southerly S.W.C. of said tract;

Thence North 02 degrees 14 minutes 18 seconds East, along the W.B.L. of said tract and the E.B.L. of the Residue of that certain tract (Vol. 622 Pg. 532) at 450.05 feet pass a 3/8 inch iron rod (fnd) and continue for a total distance of 496.62 feet to a ½ inch iron rod found for corner at an E11 corner in said tract.

Thence North 88 degrees 28 minutes 31 seconds West, along the central S.B.L. of said tract and continuing along the N.B.L. of the Residue of said tract (Vol. 622 Pg. 532) for a distance of 335.72 feet to a ½ inch iron rod found for corner at the S.E.C. of a called 0.61 acres (Vol. 1129 Pg. 401);

Thence North 02 degrees 15 minutes 22 seconds East, along the E.B.L. of said called 0.61 acres for a distance of 116.03 to a ½ inch iron rod found for corner at the N.E.C. of said called 0.61 acres;

Thence North 88 degrees 29 minutes 49 seconds West, along the N.B.L. of said called 0.61 acres for a distance of 228.03 feet to a ½ inch iron rod found for corner at the N.W.C. of said called 0.61 acres, same being the W.B.L. of said tract, same being the East edge of County Road # 1775;

Thence North 02 degrees 13 minutes 19 seconds East, along the W.B.L. of said tract and the East edge of said County Road # 1775 for a distance of 354.65 feet to a ½ inch iron rod found for corner at the S.W.C. of a called 2.00 acres (Vol. 1129 Pg. 404);

Thence South 88 degrees 29 minutes 50 seconds East, along the S.B.L. of said called 2.00 acres for a distance of 417.40 to a ½ inch iron rod found for corner at the S.E.C. of said called 2.00 acres;

Thence North 02 degrees 14 minutes 39 seconds East, along the E.B.L. of said called 2.00 acres for a distance of 208.63 feet to a ½ inch iron rod found for corner at the N.E.C. of said called 2.00 acres;

Thence North 88 degrees 29 minutes 20 seconds West, along the N.B.L. of said called 2.00 acres for a distance of 417.44 feet to a ½ inch iron rod for corner at the N.W.C. of said called 2.00 acres, same being the W.B.L. of said tract, same being the East edge of said County Road # 1775;

Thence North 02 degrees 13 minutes 41 seconds East, along the W.B.L. of said tract and the East edge of said County Road #1775 for a distance of 208.70 feet to a ½ inch iron rod found for corner at the S.W.C. of a called 2.00 acres to Clyde Higgs, Jr.;

Thence South 88 degrees 29 minutes 51 seconds East, along the S.B.L. of said called 2.00 acres for a distance of 417.39 to a ½ inch iron rod found for corner at the S.E.C. of said called 2.00 acres;

Thence North 02 degrees 12 minutes 39 seconds East, along the E.B.L. of said called 2.00 acres for a distance of 208.64 feet to a ½ inch iron rod found for corner at the N.E.C. of said called 2.00 acres;

Thence North 88 degrees 29 minutes 00 seconds West, along the N.B.L. of said called 2.00 acres for a distance of 417.42 feet to a 60D Nail found for corner at the N.W.C. of said called 2.00 acres, same being the W.B.L. of said tract, same being the East edge of said County Road # 1775;

Thence North 02 degrees 15 minutes 16 seconds East, along the W.B.L. of said tract and the East edge of said County Road # 1775 for a distance of 208.49 feet to a 3/8 inch iron rod found for corner at the N.W.C. of said tract;

Thence South 88 degrees 30 minutes 00 seconds East along the N.B.L. of said tract, at 26.29 feet pass an axle found for reference and continue for a total distance of 638.63 feet to the place of beginning containing 15.3848 acres.

3. **Debt Secured.**

Date of Instrument: February 18, 2009
Name of Instrument: Retail Installment Contract
Debtor(s): Clyde B. Higgs, Jr. and Betty Jean Higgs, husband and wife
Lender & Holder: United Built Homes, L.L.C.
Original amount: \$99,120.00

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 Trustee 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 May 23, 2019.



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