

FILED FOR RECORD

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CONNIE BECTON
COUNTY CLERK
HARDIN COUNTY, TEXAS
BY *Regina*

NOTICE OF FORECLOSURE SALE

1. **Foreclosure Sale.**

Date of Sale: February 7, 2023

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 Hardin County Courthouse located at 300 West Monroe St., Kountze, Texas at the following location: the Commissioner's Courtroom area of the Courthouse or as designated by the County Commissioner's Office or in the area designated by the Commissioner's Court.

2. **Lien Instrument:**

Date of Instrument: April 30, 2021

Name of Instrument: Builder's and Mechanic's Lien Contract dated April 30, 2021

Grantor: Jose Manuel Escobedo and Karen Kurtz Escobedo, a married couple

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

Legal Description: Lot Twelve (12), Madison Park, a subdivision located in Hardin County, Texas, according to map or plat recorded in Volume 4, Page 195 and 195A, Plat Records, Hardin County, Texas.

3. **Debt Secured.**

Date of Instrument: April 30, 2021

Name of Instrument: Home Building Agreement

Debtor(s): Jose Manuel Escobedo and Karen Kurtz Escobedo

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

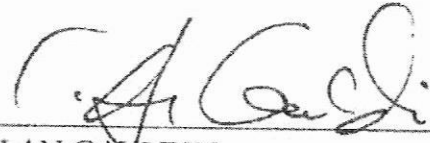
Contract Price: \$357,190.00

Amount Due: \$178,595.00

4. **Default and Request to Act:** Default has occurred in the payment of the Home Building Agreement 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 Trustee to sell the Property. Therefore, notice is given that on and at the Date, Time and Place for Foreclosure Sale described above, the 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 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, 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.
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 TRUSTEE 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 January 6, 2023.



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

Carrington Foreclosure Services, LLC
P.O. Box 3309
Anaheim, California 92803
For Sale Information: (888) 313-1969
For Reinstatement Requests: 1-866-874-5860
Pay Off Requests: 1-800-561-4567
TS#: 22-27895

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2023 JAN 12 PM 1:57

CONNIE BECTON
COUNTY CLERK
HARDIN COUNTY, TEXAS
BY *Ragna Ege*

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, on 1/24/2003, Lisa Kelly, a single person, as Grantor/Borrower, executed and delivered that certain Deed of Trust, in favor of Ruby Martin
, as Trustee, Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Countrywide Home Loans, Inc. , its successors and assigns , as Beneficiary which deed of trust secures the payment of that certain promissory note of even date therewith in the original amount of \$88,117.00, payable to the order of Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Countrywide Home Loans, Inc. , its successors and assigns , which Deed of Trust is Recorded on 2/6/2003 as Volume 2003-10636, Book , Page , Loan Mod Rerecorded on 08/11/2022 as Instrument No. 2022-129197 in Hardin County, Texas, Deed of Trust covers all of the real property, personal property, and fixtures described therein, including , but not limited to, all the following described property, rights and interests (the "Property"), to-wit;

See attached exhibit "A" attached hereto and made a part hereof

Commonly known as: **620 DURDIN DRIVE SILSBEE, TX 77656**

WHEREAS, the Trustee named in the Deed of Trust having been removed, the legal holder of the indebtedness described in the Deed of Trust appointed **Tommy Jackson, Keata Smith, Stephanie Hernander, Margie Allen, Angie Brooks, Tommy Jackson, Keata Smith or Stephanie Hernandez**
, **Dustin George** or either of them, as Substitute Trustee (each being referred to as the "Substitute Trustee"), upon the contingency and in the manner authorized by the Deed of Trust: and

WHEREAS, defaults have occurred in the covenants of the Deed of Trust, monetary or otherwise, and the indebtedness secured by and described in the Deed of Trust is now wholly due, and Carrington Mortgage Services, LLC whose address is 1600 Douglass Road, Suite 200 A, Anaheim, CA 92806 is acting as the mortgage servicer for **Carrington Mortgage Services, LLC**, which is the mortgagee of the Note and Deed of Trust or mortgage and the legal holder of such indebtedness and the liens securing same has requested either one of the Substitute Trustees to sell the Property in accordance with applicable law and the terms and provisions of the Deed of Trust. Carrington Mortgage Services, LLC is authorized to represent the mortgagee by virtue of a written servicing agreement with the mortgagee. Pursuant to that agreement and Texas Property Code Section 51.0025, Carrington Mortgage Services, LLC is authorized to administer the foreclosure referenced herein.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN, that on **4/4/2023 at 10:00 AM**, or no later than three (3) hours after such time, in **Hardin** County, Texas, the Substitute Trustee will sell the Property at public venue to the highest bidder for cash. The sale will take place at the area designated by the Commissioner's Court for sales of real property under a power of sale conferred by a deed of trust or other contract lien as follows: **THE COMMISSIONER'S COURTROOM AREA OF THE COURTHOUSE OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE**

NOTICE IS FURTHER GIVEN that , except to the extent that the Substitute Trustee may bind and obligate Mortgagors to warrant title the Property under the terms of the Deed of Trust, conveyance of the Property shall be made without any representations or warranties whatsoever, express or implied.



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If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

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.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

WITNESS, my hand this 1/10/2023

WITNESS, my hand this 1-12-23

Monica Sandoval

By: Monica Sandoval, Trustee Sale Specialist,
Team Lead
Carrington Foreclosure Services, LLC as
authorized agent for Mortgagee or Mortgage
Servicer

1600 South Douglass Road, Suite 140
Anaheim, CA 92806

Tommy Jackson

By: Substitute Trustee(s)
✓ Tommy Jackson, Keata Smith, Stephanie
Hernander, Margie Allen, Angie Brooks, Tommy
Jackson, Keata Smith or Stephanie Hernandez

C/O Carrington Foreclosure Services, LLC
1600 South Douglass Road, Suite 140
Anaheim, CA 92806

METES AND BOUNDS DESCRIPTION
0.50 ACRE TRACT
J.V. DAVIS SURVEY
ABSTRACT 670
HARDIN COUNTY, TEXAS

Being a 0.50 acre tract of land in a part of the J.V. Davis Survey, Abstract 670 and also being out of a 4.54 acre tract recorded in Volume 177, Page 291 of the Deed Records of Hardin County, Texas, said 0.50 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8-inch iron rod found for corner in the North right-of-way line of a public road known as Durdin Drive and also being the Southeast corner of a 0.558 acre tract recorded in Volume 819, Page 663 of said Deed Records;

THENCE, North 00 deg. 05 min. 44 sec. East, along the East line of said 0.558 acre tract for a distance of 198.61 feet to a 3/8-inch iron rod found for corner;

THENCE, North 89 deg. 20 min. 31 sec. East, along an interior line of a 12.04 acre tract recorded in Volume 778, Page 500 of said Deed Records for a distance of 109.84 feet to a 3/8-inch iron rod found for corner;

THENCE, South 00 deg. 18 min. 00 sec. West, (basis of bearings) along an interior line of said 12.04 acre tract for a distance of 200.23 feet to a 3/8-inch iron rod found for corner in the North right-of-way line of said Durdin Drive;

THENCE, North 89 deg. 48 min. 59 sec. West, along the North right-of-way line of said Durdin Drive for a distance of 109.12 feet to the POINT OF BEGINNING and containing 0.50 acre of land.

EXHIBIT "A"
HOOKS TITLE & ABSTRACT COMPANY
37469 PAGE 1

STATE OF TEXAS COUNTY OF HARDIN
I hereby certify that this instrument was filed on the
date and time stamped hereby by me and was duly
recorded in the Official Public Records of Hardin
County Texas on

FEB - 7 2003



Glenda Alston
COUNTY CLERK
HARDIN CO., TEXAS