

FILED FOR RECORD

2023 FEB -9 AM 8: 07

CONNIE BECTON
COUNTY CLERK
HARDIN COUNTY, TEXAS
BY *Ans Beckir*

NOTICE OF FORECLOSURE SALE

1. Foreclosure Sale.

Date of Sale: March 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: March 16, 2011

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

Grantor: William Benjamin Morrow, a single person

Substitute Trustees: Jim Mills, Susan Mills, George Hawthorne, Kyle Barclay, Margie Allen, Tommy Jackson, Ron Harmon, Tiffany Beggs, Ed Henderson, Glinda Cole, Keats Smith and Stephanie Hernandez

Address: 9130 Jollyville Rd., Suite 100-21, Austin, TX 78759

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

Recording location: Document No. 2011-19116, Book 1810, Page 290 in the real property records of Hardin County, Texas.

Legal Description: See attached Exhibit "A"

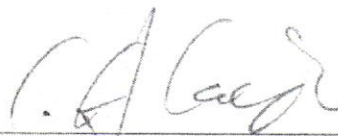
3. **Debt Secured.**

Date of Instrument: March 16, 2011
Name of Instrument: Retail Installment Contract
Debtor(s): William Benjamin Morrow, a single person
Lender & Holder: United Built Homes, L.L.C.
Original amount: \$99,020.00

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 the Substitute Trustees to sell the Property. Therefore, notice is given that on and at the Date, Time and Place for Foreclosure Sale described above, the 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 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 February 2, 2023.



C. ALAN GAULDIN
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EXHIBIT A

All that certain property situated in the county of Hardin, Texas, described as follows, to wit:

Being out of and a part of the Joseph Ellery League, Abst. no. 17 Hardin County, Texas and being out of and of that certain tract of land described in a deed from H.E. Disham and Harry Lucas to the grantor herein and her husband K.E. Sellars by deed recorded at Vol.159, page 326 Hardin County Deed Records, the tract herein being described as follows:

Beginning at the SW Corner of a 1 acre tract conveyed by grantor herein to Rubin A. Denby and Wife, Clara Jean Denby July 7, 1959, at a point in the North line of the Cravens Camp Road;

Thence North with the West line of the Denby tract for 210 feet to a stake for corner;

Thence West for to parallel with North line of the Cravens Camp Road for 105 feet to a stake for the corner;

Thence South parallel with the West line of the Denby tract for 210 feet to a stake for corner in North line of Cravens Camp Road;

Thence East with North line of the Cravens Camp road for 105 feet to the Place of Beginning,

To contain one-half acre of land, more or less.