

NOTICE OF FORECLOSURE SALE

1. **Foreclosure Sale.**

Date of Sale: August 1, 2017
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 Eastland County Courthouse located at 100 W. Main Street in Eastland, Texas at the following location: front steps at South entrance of Eastland County Courthouse (sometimes referred to as Commerce Street entrance).

2. **Lien Instrument:**

Date of Instrument: November 23, 2013
Name of Instrument: Builder's and Mechanic's Lien Contract
Grantor(s): Jeffrey E. Branch and Alisia L. Branch, husband and wife
Substitute Trustees: C. Alan Gauldin; Harold Gauldin or another attorney
Address: 2790 South Thompson Street, Suite 102, Springdale, AR 72764, 479-872-3806
Lender & Holder: United Built Homes, L.L.C.
Recording location: Document No. 2013-003740 of the real property records of Eastland County, Texas
Legal Description: All that certain tract lot or parcel of land, a part of the H&TCRY, Co. Survey A-1780, Eastland County, Texas, and also being all of that certain called 4.5 acres and 1.0 acre tract of land that is described in a Affidavit of Heirship for the Estate of Frances Anita Thomas dated September 9, 2013 and recorded under file #2013-002815 in the Deed Records of Eastland County, Texas, and being more completely described as follows, to-wit:

Beginning at a 3 inch iron pipe found for corner at the N.E.C. of said tract and the N.W.C. of a called 3.085 acres (Vol. 2351 Pg. 157) from wick the N.W.C. of the

RECEIVED 11:46 A.M.
CATHY JENTHO, COUNTY CLERK

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EASTLAND COUNTY TEXAS
By _____ Deputy

S.E. ¼ of Section 44, Block 4 is called to bear North 147.20 feet and West 1673.50 feet;

Thence South 00 degrees 18 minutes 19 seconds East, along the E.B.L. of said tract and the W.B.L. of said called 3.085 acres for a distance of 323.02 feet to a 3 inch iron pipe found for corner at the S.E.C. of said called tract;

Thence South 85 degrees 08 minutes 41 seconds West, along the S.B.L. of said tract and the Residue of a called 149 acres (Vol. 1750 Pg. 97) for a distance of 673.89 feet to a fence corner of the S.W.C. of said tract;

Thence North 13 degrees 45 minutes 06 seconds West, along the W.B.L. of said tract and continue along the said Residue for a distance of 326.15 feet to a 5/8 inch iron rod found for corner at the N.W.C. of said tract and in a curve to the right;

Thence with said curve, which has Delta Angle of 8 degrees 07 minutes 51 seconds, with a Radius of 1840.66 feet, with a chord length of 260.99 feet, with a chord bearing of North 79 degrees 21 minutes 21 seconds East to a R.O.W. monument found for corner at the P.T.;

Thence North 87 degrees 51 minutes 00 seconds East, continuing along the N.B.L. of said tract and the S.B.L. of Highway #6 and Highway #80 for a distance of 393.81 feet to a concrete monument found for corner;

Thence North 89 degrees 50 minutes 20 seconds East, continuing along said lines for a distance of 97.25 feet to the place of beginning containing 5.5254 acres.

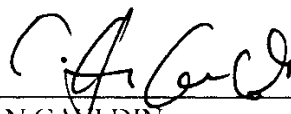
3. **Debt Secured.**

Date of Instrument:	November 23, 2013
Name of Instrument:	Retail Installment Contract
Debtor(s):	Jeffrey E. Branch
Lender & Holder:	United Built Homes, I.L.C.
Original amount:	\$145,140.00

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 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 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 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 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 June 8, 2017



C. ALAN GAULDIN

Attorney at Law and Agent for Holder

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