

FILED May 16th 2022
LIVE OAK COUNTY, TEXAS
IDA VASQUEZ, CLERK, COUNTY COURT
BY [Signature] DEPUTY
AT 11:12 06/11 0 Am

NOTICE OF FORECLOSURE SALE

1. **Foreclosure Sale.**

Date of Sale: June 7, 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 Live Oak County Courthouse located at 301 Houston St., George West, TX at the following location: On the front steps of the Live Oak County Courthouse.

2. **Lien Instrument:**

Date of Instrument: January 24, 2018
Name of Instrument: Builder's and Mechanic's Lien Contract
Grantor: Albert Cisneros and Teresa Cisneros, husband and wife
Substitute Trustees: Jim Mills, Susan Mills, George Hawthorne, Ed Henderson, Shelly Wallace, Cynthia Carrasco, Harry Brelsford, Arnold Mendoza, Susan Sandoval, Leslye Evans, Alexis Mendoza, Sarah Mays, Sandra Mendoza, Andrew Mills-Middlebrook
Address: 9130 Jollyville Rd., Suite 100-21, Austin, TX 78759
Lender & Holder: United Built Homes, L.L.C.
Recording location: Document No. OR, Book 367, Page 24 of the real property records of Live Oak County, Texas.
Legal Description: Field note description of a 12.26 acre tract of land more or less, being part of a called 278.78 acre tract (Tract 2) conveyed from Mills Specialty Company to Sherri L. Mills by Deed of Exchange dated March 17, 1986, recorded in Volume 406, Page 422, Deed Records, Live Oak County, Texas, said 12.26 acre tract is comprised of a portion of the Thomas Gallagher Survey No. 1, Abstract 641, situated in Live Oak County approximately 5.5 miles South of the Town of George West, Live Oak County, Texas; said 12.26 acre tract

of land being more particularly described by metes and bounds as follows:

Commencing: At a $\frac{5}{8}$ iron rod found in the East lien of the remainder of said 278.78 acre tract, the Western right-of-way line of U.S. Highway No. 281 and the Southeast corner of a called 10.33 acre tract of land conveyed to Juan Simon Fuentes, Jr., et al, by Correction Warranty Deed recorded in Volume 289, Page 482. Official Public Records, Live Oak County, Texas, for the POINT OF BEGINNING, the Northwest corner of this tract of land;

Thence: S 10 degrees 20'44" E., generally with a wire fence along the East line of this tract of land, same being the East line of the remainder of said 278.78 acre tract and the Western right-of-way line of said U.S. Highway No. 281, a distance of 1013.32 feet to a concrete monument found for an angle point in the East line of this 12.26 acre tract of land;

Thence: S 06 degrees 17'52" E, generally with a wire fence along the East line of this tract of land, same being the East line of the remainder of said 278.78 acre tract and the Western right-of-way line of said U.S. Highway No. 281, a distance of 366.55 feet to a $\frac{5}{8}$ " iron rod found for the South corner of this 12.26 acre tract of land, whence a found concrete monument bears S 06 degrees 17'52" E, a distance of 235.55 feet;

Thence: N 37 degrees 40'11" W, generally with a wire fence along the West line of this tract and across a portion of said 278.78 acre tract, a distance of 1588.53 feet to a $\frac{5}{8}$ " iron rod found for the Southwest corner of said 10.33 acre tract, and for the Northwest corner of this 12.26 acre tract of land;

Thence: N 82 degrees 06'24" E, with the South boundary line of said 10.33 acre tract and the North boundary line of this 12.26 acre tract of land, and generally with a wire fence, a distance of 755.74 feet to the POINT OF BEGINNING, containing 12.26 acres of land, more or less.

3. **Debt Secured.**

Date of Instrument: January 24, 2018
Name of Instrument: Retail Installment Contract
Debtor(s): Albert Cisneros
Lender & Holder: United Built Homes, L.L.C.
Original amount: \$186,780.00

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, 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 April 29, 2022.



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