



Freestone
County
Renee Reynolds
Freestone County
Clerk

Instrument Number: 2203730

Foreclosure Posting

NOTICE OF FORECLOSURE

Recorded On: September 06, 2022 02:40 PM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$8.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2203730
Receipt Number: 20220906000028
Recorded Date/Time: September 06, 2022 02:40 PM
User: Dawn M
Station: CCLERK01

Record and Return To:

ABSTRACT/TRUSTEES OF TEXAS
PO BOX 9932
AUSTIN TX 78766



STATE OF TEXAS
COUNTY OF FREESTONE

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Freestone County, Texas.

Renee Reynolds
Freestone County Clerk
Freestone County, TX

Renee Reynolds

NOTICE OF FORECLOSURE SALE

1. Foreclosure Sale.

Date of Sale: October 4, 2022
Time of Sale: The sale shall begin no earlier than 10:00 a.m. and shall end no later than three hours after, or by 1:00 p.m.
Place of Sale: At the Freestone County Courthouse located at 103 E. Main, Fairfield, Texas at the following location: front steps at South Entrance of the Freestone County Courthouse.

2. Lien Instrument:

Date of Instrument: May 9, 2017
Name of Instrument: Deed of Trust
Grantor(s): Joe L. Brooks and Joyce Brooks, husband and wife and Brandon J. Brooks, a single person
Substitute Trustees: Jim Mills, Susan Mills, Russell Slaton, George Hawthorne, Kory Morgan, Denise Morgan, Lori Garner, Ed Henderson and Andrew Mills-Middlebrook
Address: 9130 Jollyville Rd., Suite 100-21, Austin, TX 78759
Lender & Holder: United Built Homes, L.L.C.
Recording location: Document 01701819 of the real property records of Freestone County, Texas.

Legal Description: All that certain tract lot or parcel of land, a part of the George W. Price Survey A-22, Freestone County, Texas, and also being a part of that certain called 50.035 acre tract of land that is described in Deed recorded June 20, 1975 from Millard L. Brooks, et ux, Annie Dora to Joe L. Brooks, et us, Joyce, that is recorded in Volume 451 Page 51 of the Deed Records

FILED FOR RECORD
At _____, o'clock _____ M

SEP 06 2022

RENEE REYNOLDS
Clerk County Court, Freestone County, Texas
By _____

of Freestone County, Texas, and being more completely described as follows to-wit:

Beginning at a ½ inch iron rod set for corner in the N.E.B.L. of said tract and the S.W.B.L. of that certain tract to Millford Brooks (called 56.93 acres) from which a T Post found for corner at the East corner of said tract, bears South 55 degrees 14 minutes 44 seconds East, 346.79 feet;

Thence South 36 degrees 13 minutes 01 seconds west, across said tract, at 767.75 feet pass a ½ inch iron rod set for reference and continue for a total distance of 797.75 feet to a nail set for corner in the S.W.B.L. of said tract and the centerline of C.R. #1020;

Thence North 55 degrees 12 minutes 15 seconds West, along the S.W.B.L. of said tract and the centerline of said road for a distance of 1366.81 feet to a nail set for corner;

Thence North 36 degrees 13 minutes 09 seconds East, across said tract and along a fence, a 30.00 feet pass a 1/2inch iron rod set for reference and continue for a total distance of 796.75 feet to a ½ inch iron rod set for corner in the N.E.B.L. of said tract;

Thence South 55 degrees 14 minutes 45 seconds East, along the N.E.B.L. of said tract and the S.W.B.L. of said called 56.93 acres for a distance of 1366.80 feet to the place of beginning containing 25.0077 acres of which 0.9497 acres lies in the R.O.W. of said road.

3. **Debt Secured.**

Date of Instrument: May , 2017
Name of Instrument: Deed of Trust Note
Debtor(s): Joe L. Brooks and Brandon J. Brooks
Lender & Holder: United Built Homes, L.L.C.
Original amount: \$108,000.00

4. **Default and Request to Act:** Default has occurred in the payment of the Deed of Trust Note and in the performance of the obligations of the Deed of Trust. Because of that default, United

Built Homes, L.L.C., the owner and holder of the Deed of Trust, 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 Deed of Trust, and the Texas Property Code.

5. **Postponement, Withdrawing, or Rescheduling of the Sale** - The Deed of Trust 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 Deed of Trust permitting the Holder to have the bid credited up to the amount of the unpaid debt secured by the Deed of Trust. 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 Deed of Trust. 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 Trustees 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 August 29, 2022.



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