

FILED FOR RECORD IN  
Freestone County  
Linda Jarvis  
COUNTY CLERK  
ON: Jan 19, 2017 AT 11:35A  
as Notice of Trustee Sale  
Total Fees : 8.00  
Receipt Number - 139687  
By: Alicia Dossett, Deputy

## NOTICE OF FORECLOSURE SALE

### 1. Foreclosure Sale:

Date of Sale: February 7, 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 Freestone County located at 118 E. Commerce St. in Fairfield, Texas at the following location: front steps at the South entrance of the Freestone County Courthouse

### 2. Lien Instrument:

Date of Instrument: April 12, 2013  
Name of Instrument: Builder's and Mechanic's Lien Contract  
Grantor(s): Brandy J. Spence and Vincent T. Spence, wife and husband  
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. 01301527, Book 01602, Page 00865 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 a Deed recorded June 20, 1975 from Millard L. Brooks, et ux, Annie Dora, to Joe L. Brooks, et ux, Joyce, that is recorded in Volume 451 Page 51 of the Deed Records of Freestone County, Texas, and being more completely described as follows, to-wit:

#### Metes and Bounds Description

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, at 30.00 feet pass a ½ inch 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: April 12, 2013  
Name of Instrument: Retail Installment Contract  
Debtor(s): Brandy J. Spence and Vincent T. Spence, wife and husband  
Lender & Holder: United Built Homes, L.L.C.  
Original amount: \$124,970.00

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 Buidler'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 or 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 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 December 22, 2016.



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C. ALAN GAULDIN  
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