

FILED FOR RECORD

MAR 08 2024

SUSAN STRICKLAND
COUNTY CLERK, VAN ZANDT CO., TX
BY _____ DEP

NOTICE OF FORECLOSURE SALE

1. **Foreclosure Sale.**

Date of Sale: April 2, 2024

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 Van Zandt County Courthouse located at 121 East Dallas Street, Canton, Texas at the following location: the North entrance to the Van Zandt County Courthouse or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioners Court, pursuant to Section 51.002 of the Texas Property Code.

2. **Lien Instrument:**

Date of Instrument: June 9, 2006

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

Grantor(s): Ernie K. Jackson and Denise Jackson, husband and wife

Substitute Trustees: Jim Mills, George Hawthorne, Susan Mills, Andrew Mills-Middlebrook, Ed Henderson, Sharon Hobbs and Tony Hulsey

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

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

Recording location: Document No. 00033825, Book OR, Volume 2145, Page 138 of the real property of Van Zandt County, Texas

Legal Description: All that certain lot, tract or parcel of land within the W.D. Buford Survey, Abstract No. 66, Van Zandt County, Texas, and being part of a called 106.67 acre tract described in Deed from Paul Leiger, et al to T.H. Hanna, dated March 3, 1956 and recorded in Volume 460 on Page 241 of the Deed Records of Van Zandt

County, Texas, and this 3.150 acre tract being more fully described as follows:

Commencing at a 1" galvanized iron pipe found for the Southeast corner of said 106.67 acre tract, the Southwest corner of a called 55.5 acre tract described in Volume 434 on Page 350, the Northeast corner of a called 48.906 acre tract described in Volume 1196 on Page 250, in the South line of said Buford Survey and in the North line of the R.E. Kyle Survey, Abstract No. 453;

Thence South 88 deg. 35 min. 43 sec. West, a distance of 611.67 feet, with the division line of said tracts and surveys, to a 1/2" iron rod found for the Point of Beginning of this 3.150 acre tract;

Thence South 88 deg. 35 min. 43 sec. West, a distance of 127.58 feet, with the division line of said tracts and surveys, to a 1/2" iron rod set for corner;

Thence North 01 deg. 10 min. 16 sec. West, a distance of 1108.09 feet, across said 106.67 acre tract, to a 1/2" iron rod set for corner in the Southwest right-of-way of State Highway 64 (a variable width right-of-way);

Thence South 62 deg. 22 min. 14 sec. East, a distance of 59.45 feet, with the Southwest line of State Highway 64, to a 4" concrete monument found for corner;

Thence South 68 deg. 04 min. 52 sec. East, a distance of 82.06 feet, with the Southwest line of State Highway 64, to a 1/2" iron rod set for corner;

Thence South 01 deg. 10 min. 16 Sec. East, a distance of 1046.75 feet, across said 106.67 acre tract, to the Point of Beginning and containing 3.150 acres of land.

3. **Debt Secured.**

Date of Instrument: June 9, 2006
Name of Instrument: Retail Installment Contract

Debtor(s): Ernie K. Jackson and Denise Jackson, husband and wife
Lender & Holder: United Built Homes, L.L.C.
Original amount: \$89,770.00

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 February 29, 2024.



C. Alan Gauldin
Attorney at Law and Agent for Holder
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legal@ubh.com

CERTIFICATE OF POSTING

My name is Tony Hulsey, and my address is 459 Westshore Dr ^{Wills Point} TX 75169. I declare under penalty of perjury that on 3/8/24 I filed at the office of the Van Zandt County Clerk and caused to be posted at the Van Zandt County courthouse this notice of sale.

[Signature]
Declarant's Name: Tony Hulsey
Date: 3/8/24