

2016-42

FILED FOR RECORD
AT 2:48 O'CLOCK P M.

APR 04 2016

SHERRY DOWD, County Clerk
NAVARRO COUNTY, TEXAS
BY Deputy DEPUTY

NOTICE OF FORECLOSURE SALE

1. **Property To Be Sold.** The property to be sold is located in Navarro County, Texas and is described as follows:

All that certain lot, tract or parcel of land in Sweetwater Ranch Phase II, Lot 31, Volume 7, Page 67, 68 according to the Plat Records of Navarro County, Texas

2. **Date, Time, and Place of Sale.**

Date: May 3, 2016

Time: 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: At the Navarro County Courthouse located at 800 N. Main in Corsicana, Texas at the following location: Front steps of the Navarro County Courthouse.

3. **Postponement, Withdrawing, or Rescheduling of the Sale – Builder's and Mechanic's Lien Contract** permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the 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.

4. **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 beneficiary 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.

5. **Type of Sale.** The sale is a non-judicial foreclosure sale being conducted pursuant to the power of sale granted by a **Builder's and Mechanic's Lien Contract** executed by James K. Stephens and Lanette L. Stephens, husband and wife, "Obligor," dated November 14, 2013, recorded in the

office of the County Clerk of Navarro County, Texas, on November 19, 2013 and located in Document No. 00009488.

6. **Obligations Secured.** The Builder's and Mechanic's Lien Contract secures the payment of the debt described, including but not limited to Retail Installment Contract in the original amount of \$181,750.00 executed by James K. Stephens and payable to the order of United Built Homes, L.L.C., the current owner and holder of the Obligations and the beneficiary under the Builder's and Mechanic's Lien Contract.
7. **Default and Request to Act.** The Obligor has defaulted, and the beneficiary has requested me, as Trustee, to conduct this sale. Notice is given that, before the sale, the beneficiary may appoint another person as substitute trustee to conduct the sale.
8. **Inquiries.** Questions concerning the sale may be directed to the undersigned Trustee, C. Alan Gauldin.

DATED March 28, 2016.



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