

2017-36

FILED FOR RECORD
AT 2:10 O'CLOCK 8 M.

APR 07 2017

SHERRY DOWD, County Clerk
NAVARRO COUNTY, TEXAS
BY 07 DEPUTY

NOTICE OF FORECLOSURE SALE

1. Foreclosure Sale.

Date of Sale: May 2, 2017
Time of Sale: The sale shall begin no earlier than 11:00 a.m. and shall end no later than three hours after, or by 2:00 p.m.
Place of Sale: At the Navarro County Courthouse located at 300 West 3rd Ave. in Corsicana, Texas at the following location: front steps of the courthouse.

2. Lien Instrument:

Date of Instrument: May 15, 2008
Name of Instrument: Builder's and Mechanic's Lien Contract
Grantor(s): Jason L. Jock and Natalia Jock, husband and wife
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. 00004588 and refiled at Document No. 00004918 of the real property records of Navarro County, Texas
Legal Description: All that certain lot, tract of parcel of land situated in the Town of Purdon, Navarro County, Texas and being Lots 1 thru 3, Block 9 of the town of Purdon, according to the unrecorded plat thereof and further being that same tract of land conveyed to Jason Jock and Natalia Jock by deed recorded in Volume 1776, page 519, Deed Records, Navarro County, Texas and being more fully described as follows:
Beginning at a 1/2" iron rod with plastic cap stamped "ADVANCED RPLS 5427" set for corner at the intersection of the Southeast line of Second Street with the Southwest line of SW CR 3095;

Thence South 34 deg. 05 min. 58 sec. East, along the Southwest line of said SW CR 3095, a distance of 115.00 feet to a 1/2" iron rod with plastic cap stamped "ADVANCED RPLS 5427" set for corner;

Thence South 55 deg. 54 min. 02 sec. West, a distance of 160.00 feet to a 1/2" iron rod with plastic cap stamped "ADVANCED RPLS 5427" set for corner;

Thence North 34 deg. 05 min. 58 sec. West, a distance of 115.00 feet to a 1/2" iron rod with plastic cap stamped "ADVANCED RPLS 5427" set for corner on the Southeast line of said Second Street;

Thence North 55 deg. 54 min. 02 sec. East, along the Southeast line of said Second Street, a distance of 160.00 feet to the Point of Beginning, containing 0.422 acres of land, more or less.

3. **Debt Secured.**

Date of Instrument: May 15, 2008
Name of Instrument: Retail Installment Contract
Debtor(s): Jason L. Jock
Lender & Holder: United Built Homes, L.L.C.
Original amount: \$65,665.00

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 March 23, 2017.



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