

18-066

09/10/2018 08:40:35 AM Total Pages: 5 Fee: 5.00
Debbie Hollan, County Clerk - Waller County, TX



NOTICE OF FORECLOSURE SALE

1. Foreclosure Sale.

Date of Sale: October 2, 2018

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 Waller County Courthouse located at 836 Austin Street, Hempstead, Texas at following location: Foyer at South entrance to the courthouse.

2. Lien Instrument:

Date of Instrument: February 10, 2006

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

Grantor(s): Theodore Josey, Jr. and Samantha Josey, husband and wife

Substitute Trustees: Jim Mills, Susan Mills, Emily Northern, Debby Jurasek, Marlene Zografos, Ed Henderson, or Lenette Reese

Address: 9065 Jollyville Rd., Suite 203A, Austin, TX 78759

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

Recording location: Document No. 601132 of the real property records of Waller County, Texas.

Legal Description: Tract One: A certain 0.546 acre tract of land situated in the William Cooper Survey, Abstract No. 20, Waller County, Texas, said 0.546 acre tract being out of and a part of a 10.00 acre tract of land described in deed dated October 17, 1913, from William Cooper to Harrison Bolden and recorded in Volume 40, page 495, of the Deed Records of Waller County, Texas, said 0.546 acre tract being more fully described by metes and bounds as follows, to-wit:

Beginning at an iron pipe set for the S.W. corner of a certain 0.477 acre tract in the West fence line of said 10.00 acre tract of land;

Thence: East along the South line of said 0.477 acre tract, 151.0 feet to iron pipe set for the S.E. corner of said 0.477 acre tract;

Thence: S 26°57' S along a line crossing the Brookshire Drainage District ditch, 86.0 feet to iron pipe for corner;

Thence : S 10°08' W along the East side of said ditch, 190 feet to iron pipe at the North side of road;

Thence: West along said North side of road, 41.0 feet to the S.E. fence corner of the Simpson tract;

Thence: North along the East line of the Simpson tract, 190.0 feet to the W.E. fence corner of the Simpson tract;

Thence: West along the North fence line of the Simpson tract, 110.0 feet to the N.W. fence corner of the Simpson tract in the West fence line of the said 10.00 acre tract of land;

Thence: North along said West fence line, 76.9 feet to the point of beginning, containing 0.546 acres of land, as surveyed by M.D. Kennedy, Registered Public Surveyor No. 511, August 18, 1970.

Tract Two: Beginning at stake in Southwest fence corner of said Cynthia Bolden 10 5/8 acre tract at North said of public road, from which stake and corner the Northeast corner of the William Cooper Survey bears approximately North 1700 varas and East 1400 varas;

Thence with West fence line North 192 feet to stake in fence corner;

Thence East 110 feet to stake in fence line;

Thence South 192 feet to stake in fence line at North side said public road;

Thence West 110 feet to the place of beginning, containing Forty-Eight One Hundredth (.48) of one acre of land.

As surveyed October 1, 1954, by C. N. Urban, County Surveyor, Waller County, Texas.

3. **Debt Secured.**

Date of Instrument: April 4, 2013
Name of Instrument: Retail Installment Contract
Debtor(s): Theodore Josey, Jr. and Samantha Josey, husband and wife
Lender & Holder: United Built Homes, L.L.C.
Original amount: \$97,974.00

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 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 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 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 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 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 15, 2018



C. ALAN GAULDIN
Attorney at Law and Agent for Holder
Texas Bar No. 00785507
2790 S. Thompson St., Suite 102
Springdale, AR 72764
Phone: 479.872.3806
Fax: 479.439.8249
legal@ubh.com

FILED AND RECORDED

Instrument Number: 18-066

Filing and Recording Date: 09/10/2018 08:40:35 AM Pages: 5 Recording Fee: \$5.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



Debbie Hollan

Debbie Hollan, County Clerk
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Marlene Arranaga, Deputy

Returned To:
ABSTRACTS/TRUSTEES OF TEXAS