

17-0009FC

FILED FOR RECORD
SHELBY COUNTY, TEXAS

2017 MAR 16 PM 1 22

JENNIFER L. FOUNTAIN
COUNTY CLERK
BY *Jennifer Fountain* DEPUTY

NOTICE OF FORECLOSURE SALE

1. Foreclosure Sale.

Date of Sale:
June 6, 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 Shelby County Courthouse located at 200 San Augustine St. in Center, Texas at the following location: Outside front entrance of the Courthouse at 200 San Augustine St, Center, TX 75935.

2. Lien Instrument:

Date of Instrument:
December 21, 2013

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

Grantor(s):
Tory S. Chambliss and Jo Laila Chambliss, 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. 2014000021 of the real property records of Shelby County, Texas

Legal Description:
All that certain tract lot or parcel of land, a part of the Joel Yarbrough Survey A-832, Shelby County, Texas, and also being all of those certain called 1st, 2nd, 3rd and 4th tracts of land that are described in a Deed dated June 7, 2010 in a Release of Lien from Farmers State Bank, Center, Texas to Tory S. Chambliss, et ux, (Inst. # 2010006852) Official Public Records of Shelby County, Texas, and being more completely described as follows to-wit:

Beginning at a 1/2" iron rod found for corner at the S.E.C. of said called 1st tract and the N.E.C. of a called 3.232 acre tract to Tenna Fountain (Vol. 1047 Pg. 362 dated: March 30, 2006) and being in the W.B.L. of a

called 5.254 acre tract to Stacy & Joan Ballard (Vol. 738 Pg. 211 dated June 1, 1992) from which a fence corner post, for reference, bears South 00 degrees 46 minutes 42 seconds East, 53.57 feet;

Thence North 81 degrees 35 minutes 43 seconds West, along the S.B.L. of said 1st tract and the N.B.L. of said Fountain tract (Vol. 1047 Pg. 362) at 909.23 feet pass a ½” iron rod (found) and continue for a total distance of 934.32 feet to a point for corner at the S.W.C. of said 1st tract and the N.W.C. of said Fountain tract and being in County Road 3845;

Thence North 16 degrees 52 minutes 58 seconds East, along the W.B.L. of said tracts (1st, 2nd, 3rd, 4th) and along said County Road 3845 for a distance of 564.59 feet to a point for corner at the N.W.C. of said 4th tract and the S.W.C. of a called 12.537 acre tract to Sar Holt, et al (Vol. 991 Pg.420 dated: May 28, 2004);

Thence North 88 degrees 53 minutes 34 seconds East, along the N.B.L. of said 4th tract and the S.B.L. of said 12.537 acre tract at 17.51 feet pass a ½” iron rod (found w/cap 4142) at a fence corner and continue generally along a fence line for a total distance of 749.44 feet to a ½” iron rod found at fence corner for an angle break;

Thence North 89 degrees 01 minutes 06 seconds East, continuing along the N.B.L. of said 4th tract and the S.B.L. of said called 12.537 acre tract and along a fence line for a distance of 207.84 feet to a ½” iron rod found at a fence corner for the N.E.C. of said called 4th tract and the N.W.C. of said Ballard tract (Vol. 738 Pg. 211);

Thence South 00 degrees 52 minutes 04 seconds East, along the E.B.L. of said called 4th tract and Northerly W.B.L. of said called Ballard tract and generally along a fence line for a distance of 208.14 feet to a ½” iron rod found at a fence corner for the S.E.C. of said 4th tract and an Ell corner of said Ballard tract;

Thence South 88 degrees 59 minutes 20 seconds West, along the S.B.L. of said called 4th tract and central line of said Ballard tract and generally along a fence line for a distance of 207.65 feet to a ½” iron rod found at a

fence corner of the N.E.C. of said called 3rd tract and the Westerly N.W.C. of said Ballard tract;

Thence South 00 degrees 54 minutes 38 seconds East, and along the E.B.L. of said tract 3, 2 and 1 for a distance of 483.14 feet to the place of beginning containing 12.9295 acres of which .03702 acres lies within the R.O.W. of said road

3. **Debt Secured.**

Date of Instrument: December 21, 2013

Name of Instrument: Retail Installment Contract

Debtor(s): Tony S. Chambliss and Jo Laila Chambliss, husband and wife

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

Original amount: \$195,360.00

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, Withdrawal, 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 May 12, 2017



C. ALAN GAULDIN

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