

SEP 10 2019

BOBBIE DAVIS  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY G. Goldman DEPUTY

**NOTICE OF FORECLOSURE SALE**

1. **Foreclosure Sale.**

**Date of Sale:** October 1, 2019  
**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 Panola County Courthouse located at 110 Sycamore St., Carthage, Texas at the following location: Steps on the East side of the County Courthouse.

2. **Lien Instrument:**

**Date of Instrument:** February 13, 2003  
**Name of Instrument:** Builder's and Mechanic's Lien Contract  
**Grantor(s):** James L. Wilson and Neita F. Wilson, husband and wife  
**Substitute Trustees:** Jim Mills, Susan Mills, Emily Northern, Jamey Parsons and Ed Henderson  
**Address:** 9065 Jollyville Rd., Suite 203A, Austin, TX 78759  
**Lender & Holder:** United Built Homes, L.L.C.  
**Recording location:** Document No. 83133, Volume 1175, Page 536 and refiled as Document No. 83378, Volume 1176, Page 467 of the real property records of Panola County, Texas.  
**Legal Description:** All that certain lot, tract or parcel of land situated in the E. Patty Survey, Abstract No. 536, Panola County, Texas and being part of that certain called 3.43 acre tract conveyed by H.B. Roquemore and John Moore to Christoff Vanover et ux, Deborah in Deed dated June 10, 1981 recorded in Volume 699, Page 430 of the Deed records of Panola County, Texas and being more complete described as follows, to wit:

Beginning at the Southwest corner of said called 3.43 acre tract in the centerline of an oil road, thence North a distance of 229.6 feet to an iron pipe for corner, same being South 0 degrees 59' East, 217.9 feet from the Northwest corner of said called 3.43 acre tract;

Thence East a distance of 109.3 feet to an iron rod for corner;

Thence South 0 degrees 02' East, a distance of 211.5 feet to corner in said oil road;

Thence South 80 degrees 36' West with said oil road, a distance of 111.0 feet to the place of beginning and containing 0.55 acres of land.

3. **Debt Secured.**

Date of Instrument: February 13, 2003  
Name of Instrument: Retail Installment Contract  
Debtor(s): James L. Wilson and Neita F. Wilson, husband and wife  
Lender & Holder: United Built Homes, L.L.C.  
Original amount: \$59,370.00

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 Deed of Trust, 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 August 19, 2019**



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