

POSTED

AUG 11 2022

TIME 11:00 A
BY: [Signature]
SANDRA K. DUGGORTH, COUNTY CLERK

7983

NOTICE OF FORECLOSURE SALE

1. **Foreclosure Sale.**

Date of Sale: September 6, 2022
Time of Sale: The sale shall begin no earlier than 10:00 a.m. and shall end no later than three hours after, or by 1:00 p.m.
Place of Sale: At the Newton County Courthouse located at 110 Court St., Newton, Texas at the following location: East door of the Newton County Courthouse.

2. **Lien Instrument:**

Date of Instrument: June 18, 1999
Name of Instrument: Builder's and Mechanic's Lien Contract
Grantor: Dwayne K. Diggles and Vanessa L. Diggles, husband and wife
Substitute Trustees: Jim Mills, Susan Mills, George Hawthorne, Margie Allen, Kyle Barclay, Ed Henderson, Andrew Mills-Middlebrook, Tommy Jackson, Ron Harmon, Glinda Cole and Keata Smith
Address: 9130 Jollyville Rd., Suite 100-21, Austin, TX 78759
Lender & Holder: United Built Homes, L.L.C.
Recording location: Book 447, Page 313 of the real property records of Newton County, Texas.
Legal Description: See attached Exhibit "A"

3. **Debt Secured.**

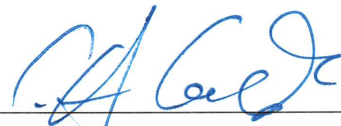
Date of Instrument: June 18, 1999
Name of Instrument: Retail Installment Contract
Debtor(s): Dwayne K. Diggles and Vanessa L. Diggles, husband and wife
Lender & Holder: United Built Homes, L.L.C.
Original amount: \$78,995.00

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, the 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 Deed of Trust.** 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 5, 2022.



C. ALAN GAULDIN
Attorney at Law and Agent for Holder
Texas Bar No. 00785507
2790 S. Thompson St., Suite 102
Springdale, AR 72764
Phone: 479.872.3841
Fax: 479.872.3841
legal@ubh.com

FIELD NOTES

Being 1.000 acres of land out of Abstract 267, the William McFarland Lewis Survey, Newton County, Texas, and being all of that 1.000 acre tract conveyed by Prentice Rosemon, et ux, to Dwayne K. Diggles, et ux, by a deed dated March 4, 1999, said 1.000 acres being more fully described as follows:

Beginning at the Southeast corner of the above described 1.000 acre tract same being the Northeast corner of a 1.00 acre tract conveyed by Prentice Rosemon, Sr., et ux, to Charlie Moran, Jr., et al by a deed dated May 6, 1991 and recorded in Volume 369, Page 591 of the Deed Records of Newton County, Texas, and being also the Northeast corner of a 30 foot road easement surveyed this day out of the said 1.00 acre tract, a concrete monument found for corner;

Thence South 75° 00' 01" West, with the North line of the said 1.00 acre tract and the North line of a Lisa Alford 1.000 acre tract, and passing the Northwest corner of the said road easement, 208.71 feet to the Southwest corner of the said 1.000 acre tract, an iron stake found for corner;

Thence North 15° 00' 00" West, 157.08 feet to the most Westerly Northwest corner of the said 1.000 acre tract on the South side of a dirt road, an iron stake found for corner;

Thence North 13° 31' 47" East, with the South side of the said dirt road, 63.36 feet to the most Northerly Northwest corner of the said 1.000 acre tract, an iron stake found for corner;

Thence North 75° 00' 01" East, 178.47 feet to the Northeast corner of the said 1.000 acre tract, an iron stake found for corner;

Thence South 15° 00' 00" East, with the East line of the said 1.000 acre tract, 212.75 feet to the Place of Beginning containing 1.000 acres of land.

FIELD NOTES
(ROAD EASEMENT)

Being a strip of land 30 feet in width out of Abstract 267, the William McFarland Lewis Survey, Newton County, Texas, and being a part of that 1.00 acre tract conveyed by Prentice Rosemon, Sr., et ux, to Charlie Moran, Jr., et al, by a deed dated May 6, 1991 and recorded in Volume 369, Page 591 of the Deed Records of Jasper County, Texas, said 30 foot strip of land lying parallel to, adjacent to, and to the West or left of the following described line:

Beginning at the Southeast corner of the above described 1.00 acre tract in the Northwest right-of-way of F. M. Highway No. 1416, a concrete monument found for corner;

Thence North 15° 00' 00" West, 227.91 feet to the Northeast corner of the said 1.00 acre tract same being the Southeast corner of a 1.000 acre tract conveyed by Prentice Rosemon, et ux, to Dwayne K. Diggles, et ux, by a deed dated March 4, 1999, a concrete monument found for corner.