

NOTICE OF FORECLOSURE SALE

1. **Foreclosure Sale.**

Date of Sale: January 7, 2020
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 Jackson County Courthouse located at 115 West Main, Edna, Texas at following location: downstairs main lobby at the courthouse front door facing Main Street.

2. **Lien Instrument:**

Date of Instrument: June 26, 2017
Name of Instrument: Deed of Trust
Grantor(s): Shannon Allen Newkirk and Elaine Ann Newkirk, husband and wife
Substitute Trustees: Jim Mills, Susan Mills, Emily Northern, Debby Jurasek, Tina Jacob, Patsy Anderson, Stephen Brezina, Ed Henderson or Vanessa Sanchez
Address: 9065 Jollyville Rd., Suite 203A, Austin, TX 78759
Lender & Holder: United Built Homes, L.L.C.
Recording location: Document No. 2017-02174, Book 541, Page 41 of the real property records of Jackson County, Texas.
Legal Description: The Southeast one-half (SE 1/2) of Lots Thirteen (13) and Fourteen (14), Block Twenty-one (21), Parkmoor Addition to the City of Edna, Jackson County, Texas, as per plat thereof record in Volume 2, Page 56 (Slide 42-B), of the Plat Cabinet Records of Jackson County, Texas.

3. **Debt Secured.**

Date of Instrument: June 26, 2017
Name of Instrument: Deed of Trust Note
Debtor(s): Shannon Allen Newkirk and Elaine Ann Newkirk, husband and wife

FILED
Katherine R. Brooks, Clerk of County Court
JACKSON COUNTY, TEXAS
BY: *[Signature]*
12-16-19. 11:25 Am.

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

Original amount: \$100,000.00

4. **Default and Request to Act:** Default has occurred in the payment of the Deed of Trust Note and in the performance of the obligations of the Deed of Trust. Because of that default, United Built Homes, L.L.C., the owner and holder of the Deed of Trust, 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 Deed of Trust, and the Texas Property Code.
5. **Postponement, Withdrawing, or Rescheduling of the Sale** - The Deed of Trust 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 Deed of Trust permitting the Holder to have the bid credited up to the amount of the unpaid debt secured by the Deed of Trust. 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 Deed of Trust. 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 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**

