

FILED

At 1:46 o'clock P M

DEC 08 2021

CAROL SWIZE, COUNTY CLERK
KARNES COUNTY, TEXAS

 Deputy

NOTICE OF FORECLOSURE SALE

1. **Foreclosure Sale.**

Date of Sale: January 4, 2022
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 Karnes County Annex Building located at 210 W. Calvert, Karnes City, Texas at following location: Area inside Annex Building front door (East entrance, facing Panna Maria).

2. **Lien Instrument:**

Date of Instrument: April 4, 2013
Name of Instrument: Builder's and Mechanic's Lien Contract
Grantor(s): Christopher Lee Carrasco, a single person and Rosa L. Rangel, a single person
Substitute Trustees: Jim Mills, Susan Mills, Ed Henderson, Larry Ables, George Hawthorne or Andrew Mills-Middlebrook
Address: 9130 Jollyville Rd., Suite 100-21, Austin, TX 78759
Lender & Holder: United Built Homes, L.L.C.
Recording location: Document No. 00121645, Book 1110, Page 322 of the real property records of Karnes County, Texas

Legal Description: Lot 40A, Replat Lots 39 and 40, Block 5, Pan American Subdivision, City of Kenedy, Karnes County, Texas, according to the map or plat thereof recorded in Volume B, page 14 of the Plat Records of Karnes County, Texas.

3. **Debt Secured.**

Date of Instrument: April 4, 2013
Name of Instrument: Retail Installment Contract

Debtor(s): Christopher Lee Carrasco, a single person
Lender & Holder: United Built Homes, L.L.C.
Original amount: \$109,130.00

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 December 3, 2021



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