

**Notice of Foreclosure Sale**

FILED FOR RECORD  
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1. *Property to Be Sold.* The property to be sold is described as follows:

**Lots H and I, Block 6, Big Oaks Lakeside Addition, a subdivision situated in the William C. Johnson Survey, subject to the restrictions and reservations appearing on Pages 135-136, Volume 349, Deed Records of Marion County, Texas.**

KIMBERLY WISE  
CO. CLERK, MARION CO.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust recorded under Clerk’s Document No. 2782, Volume 1033, Page 610, Official Public Records of Marion County, Texas, executed by Brittany Dickson Breland and Gary Breland, wife and husband, to Cathy Dale Hoffman, Trustee for the benefit of the Cathy Dale Hoffman, dated October 31, 2021, securing a note dated and executed on December 18, 2021 in the principal amount of \$48,000.00.

3. *Date, Time, and Place of Sale.* The sale is scheduled to be held at the following date, time, and place:

Date: **Tuesday, August 6, 2024**

Time: The sale will begin no earlier than 10:00 A.M. or no later than three hours thereafter. The sale will be completed by no later than three (3) hours after such time.

Place: At the Marion County Courthouse, 102 W. Austin St., Jefferson, Texas 75657, located in the courtyard between the Justice of the Peace Office and the Jefferson Hotel, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner’s Court.

The deed of trust permits the beneficiary to abandon the sale. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiled may be after the date originally scheduled for this sale.

4. *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 beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

The sale will be made expressly subject to any title matters set forth in the deed of trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been subordinated to the deed of trust. The sale shall not cover any part of the property that has been released of public record from the lien of the deed of trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to the deed of trust, the beneficiary has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property.

Pursuant to section 51.009 of the Texas Property Code, the property will be sold in “as is, where is” condition, without any express or implied warranties, except as to the warranties of title (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.

Pursuant to section 51.0075 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

5. *Type of Sale.* The sale is a nonjudicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by Brittany Dickson Breland and Gary Breland.

The real property encumbered by the deed of trust will be sold at the sale in accordance with the provisions of the deed of trust.

6. *Obligations Secured.* The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively, the “Obligations”) including but not limited to (a) the promissory note dated December 18, 2021, in the original principal amount of \$48,000.00, executed by Gary Breland and Brittany Dickson Breland, husband and wife payable to the order of Cathy Hoffman and secured by Deed of Trust recorded under Clerk’s Document No. 2782, Volume 1033, Page 610, Official Public Records of Marion County, Texas, (b) all renewals and extensions of the note; and (c) any and all present and future indebtedness of Gary Breland and Brittany Dickson Breland to Cathy Hoffman aka Cathy Dale Hoffman. Cathy Dale Hoffman is the current owner and holder of the Obligations and is the beneficiary under the deed of trust.

Questions concerning the sale may be directed to the undersigned or to the beneficiary, Cathy Dale Hoffman, 5829 Thompson Place, Tyler, Texas 75707.

7. *Default and Request to Act.* Default has occurred under the deed of trust, and the beneficiary has requested me, as substitute trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

**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.**

Pursuant to Section 51.0025 of the Texas Property Code, the mortgage servicer or Attorney are entitled to administer the foreclosure due to the fact that the servicer, noteholder or Lender, and Attorney have entered into an agreement granting authority to service the mortgage and administer foreclosure proceedings.

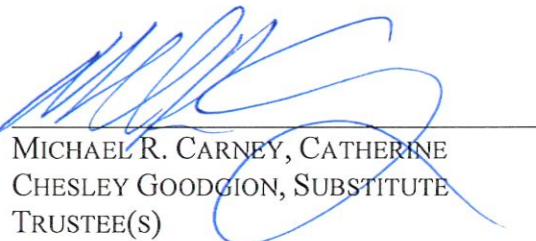
**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.**

**NOTICE OF ACCELERATION.** If the maturity on the promissory note has not yet been accelerated, then the lender hereby accelerates the maturity date such that the remaining principal, together with all other charges, are due and owing at this time.

Date: July 8, 2024.

Respectfully submitted,

FLOWERS DAVIS, P.L.L.C.  
1021 ESE Loop 323, Suite 200  
Tyler, Texas 75701  
(903) 534-8063  
(903) 534-1650 Facsimile

  
MICHAEL R. CARNEY, CATHERINE  
CHESLEY GOODGION, SUBSTITUTE  
TRUSTEE(S)

STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on July 8, 2024 by MICHAEL R. CARNEY, Substitute Trustee, in the capacity therein stated.



*TERRI SEARCY*  
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NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:

ATTENTION: CATHERINE CHESLEY GOODGION  
Flowers Davis PLLC  
1021 ESE Loop 323, Suite 200  
Tyler, TX 75701