

FILED

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**NOTICE OF TRUSTEE'S FORECLOSURE SALE**

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

BY MY DEPUTY

**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.**

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

**BEING A PORTION OF LOT 9, BLOCK D, SPRINGWOOD ADDITION, AN ADDITION TO THE CITY OF CARROLLTON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 78217, PAGE 3178, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS, AND BEING A PARCEL OF LAND CONVEYED TO COLLEEN M. MCGRATH, AS RECORDED IN INSTRUMENT NO. 201400292247 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS (D.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING AT A 1/2-INCH IRON ROD FOUND FOR CORNER ON THE NORTHEAST RIGHT-OF-WAY LINE OF VILLA PLACE, BEING THE SOUTH COMMON CORNER OF SAID LOT 9 AND LOT 8 OF SAID BLOCK AND ADDITION;**

**THENCE NORTH 41 DEGREES 12 MINUTES 15 SECONDS WEST, WITH SAID RIGHT-OF-WAY, A DISTANCE OF 11.70 FEET TO A 60D NAIL FOUND FOR CORNER, SAID CORNER BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS IS 50.00 FEET;**

**THENCE ALONG SAID CURVE IN A NORTHWESTERLY DIRECTION, WITH SAID RIGHT-OF-WAY, PASSING THROUGH A CENTRAL ANGLE OF 48 DEGREES 30 MINUTES 27 SECONDS, AN ARC LENGTH OF 42.33 FEET, A LONG CHORD WHICH BEARS NORTH 05 DEGREES 27 MINUTES 29 SECONDS WEST, A DISTANCE OF 41.08 FEET TO A POINT FOR CORNER, FROM WHICH A 1/2-INCH IRON ROD FOUND FOR REFERENCE BEARS NORTH 60 DEGREES 48 MINUTES 51 SECONDS EAST, A DISTANCE OF 0.47 FEET, SAID CORNER BEING THE SOUTH CORNER OF A PARCEL OF LAND CONVEYED TO SWH 2017-1 BORROWER, LP, A DELAWARE LIMITED PARTNERSHIP, AS RECORDED IN INSTRUMENT NO. 201700278288, D.R.D.C.T.;**

**THENCE NORTH 48 DEGREES 13 MINUTES 44 SECONDS EAST, DEPARTING SAID RIGHT-OF-WAY, A DISTANCE OF 96.01 FEET TO AN "X" FOUND FOR CORNER ON THE SOUTHWEST RIGHT-OF-WAY LINE OF A 20 FOOT ALLEY;**

THENCE SOUTH 41 DEGREES 12 MINUTES 15 SECONDS EAST, WITH SAID ALLEY RIGHT-OF-WAY, A DISTANCE OF 45.99 FEET TO A 1/2-INCH IRON ROD FOUND, BEING THE NORTH CORNER OF SAID LOT 8;

THENCE SOUTH 48 DEGREES 47 MINUTES 45 SECONDS WEST, DEPARTING SAID RIGHT-OF-WAY, A DISTANCE OF 120.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 4,928 SQUARE FEET OR 0.113 OF AN ACRE OF LAND.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the deed of trust recorded on 12/01/2021 as instrument 202100357896, in Book , Page , of the real property records of DALLAS County, TX.

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

Dated: 08/05/2025

Time: The sale will begin no earlier than 10:00 A.M. or no later than three hours thereafter.

Place NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE or an area designated by the County Commissioners Court

The Deed of Trust permits the Mortgagee to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the Deed of Trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. 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 refileing 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 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, 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 non-judicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by

**MEGAN AMBER KOVALAK, UNMARRIED WOMAN**

6. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) the promissory note in the original principal amount of \$ 204,800.00, and payable to the order of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR HOMEBRIDGE FINANCIAL SERVICES, INC., its successors and assigns**; (b) all renewals and extensions of the note, if applicable; (c) any and all present and future indebtednesses owed to **CMG MORTGAGE, INC.** who is the current owner and holder of the "Obligations" and is the current Mortgagee under the Deed of Trust.

**Mortgage Servicing Information.** ServiceMac, LLC, is acting as the Mortgage Servicer for **CMG MORTGAGE, INC.**, who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. ServiceMac, LLC, as Mortgage Servicer, is representing the Mortgagee whose address is: **CMG MORTGAGE, INC. C/O ServiceMac, LLC, 9726 Old Bailes Road, Suite 200, Indian Land, SC 29707.**

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and administer any resulting foreclosure of the property securing the above-reference loan.

7. Default and Request to Act. Default has occurred under the Deed of Trust, and the Mortgagee has requested me, as **Kirk Schwartz, America West Lender Services (AWEST), DeeAnn Gregory, Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol Dunmon or Payton Hrehato** conduct this sale. Notice is given that before the sale the Mortgagee may appoint another person substitute trustee to conduct the sale.

Date: July 9, 2025

Shelley Ortolani

Kirk Schwartz, America West Lender Services (AWEST), DeeAnn Gregory, Shelley Ortolani,  
Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol Dunmon or Payton Hreha

C/O America West Lender Services

5404 Cypress Center Drive, Suite 300

Tampa, FL 33609

844-693-4761

Fax : 877-317-0475