TS#: 25-011758 LOAN TYPE: Conventional

2025 OCT 30 AM II: 13

### NOTICE OF TRUSTEE'S FORECLOSURE SALE

JOHN F. WARREN
COUNTY CLERK
CALLAS COUNTY
RY MH OFFITY

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 LOT 19, BLOCK 6, TOLER RIDGE NO. 2, AN ADDITION TO THE TOWN OF ROWLETT, TEXAS, ACCORDING TO THE MAP THERE OF RECORDED IN VOLUME 81036, PAGE 1898, DEED RECORDS, DALLAS COUNTY, TEXAS.

- 2. Instrument to be Foreclosed. The instrument to be foreclosed is the deed of trust recorded on 12/22/2022 as instrument 202200321707, 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:

12/02/2025

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 refiling 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

### JESSICA DAVIS AND COLIN DAVIS, WIFE AND HUSBAND

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 \$ 333,000.00, and payable to the order of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR LOAN SIMPLE, INC.; (b) all renewals and extensions of the note, if applicable; (c) any and all present and future indebtednesses owed to AMERIHOME MORTGAGE COMPANY, LLC 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 AMERIHOME MORTGAGE COMPANY, LLC, 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: AMERIHOME MORTGAGE COMPANY, LLC 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, Justin Ritchie, Carson Emmons, Jeffrey Kramer, 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: 10 29 2025

Kirk Schwartz, Justin Ritchie, Carson Emmons, Jeffrey Kramer, 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

# NOTICE OF ASSESSMENT LIEN SALE

§ § §

: 1875	NUA -e	PH 2: 32	
7	JOHN F.	WARREN	

STATE OF TEXAS
COUNTY OF DALLAS

WHEREAS, the property herein described is subject to the Declaration of Covenants. Conditions and Restrictions for The WaterView Community, recorded on July 7, 1998, in Volume 98131, Page 00453, et seq., of the Official Public Records of Dallas County, Texas (including any amendments thereof or supplements thereto is hereinafter referred to, collectively, as the "Declaration"). The Declaration provides for the payment of assessments secured by a lien on the Lot of the non-paying owner.

WHEREAS, Waterview Community Association, Inc. on July 20, 2023, September 20, 2023, and January 17, 2024, sent notice of default in payment of assessments to **DEAFTON M.**WALTON, a single woman, being the reputed owner or current owner of said real property; and

WHEREAS, the said DEAFTON M. WALTON, a single woman, has continued to default in the payment of their indebtedness to Waterview Community Association, Inc. and the same is now wholly due, and Waterview Community Association, Inc., acting by and through its duly authorized agent, intends to sell the herein described property to satisfy the present indebtedness of said owner to Waterview Community Association, Inc.

NOW, THEREFORE, notice is hereby given that on Tuesday, the 2nd day of December, 2025, between 10:00 a.m. and 4:00 p.m., Waterview Community Association, Inc. will sell the herein described real estate (including any improvements thereon) at public auction at the area outside on the north side of the George Allen Courts Building facing Commerce Street below the overhang, 600 Commerce Street, Dallas, Dallas County, Texas, or as designated by the Dallas County Commissioners for such sales, to the highest bidder for cash, subject to all unpaid ad valorem taxes, superior liens and encumbrances of record, and a statutory right of redemption. The earliest time at which said sale will begin will be 1:00 p.m., and the sale will take place not later than three (3) hours thereafter.

Said real estate is particularly described on Exhibit A attached hereto which is incorporated herein by reference for all purposes.

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.

SIGNED: November 6, 2025.

WATERVIEW ASSOCIATION, INC.

**COMMUNITY** 

By:

Judd A. Austin, III

Its:

**Duly Authorized Agent** 

STATE OF TEXAS

§

COUNTY OF DALLAS

8

BEFORE ME, the undersigned Notary Public on this day personally appeared Judd A. Austin, III, Duly Authorized Agent for Waterview Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

Given under my hand and affirmed seal of office, on November 6, 2025.



Notary Public, State of Texas

### AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr., Judd A. Austin, III, Vinay B. Patel, Kristen Pierce, Parrish S. Nicholls, and Claudia Zissman-Monzon Henry Oddo Austin & Fletcher, P.C. 1717 Main Street, Suite 4600 Dallas, Texas 75201

## EXHIBIT "A"

Lot 49, Block S, VILLAS AT WATERVIEW PHASE 3, an addition to the City of Rowlett, Dallas County, Texas, according to the map or plat thereof, recorded in Volume 98158, Page 610 of the Map Records of Dallas County, Texas. (the "Property").