

JUN 10 2025

Nancy E. Ruter
County Clerk, Williamson Co., TX

NOTICE OF FORECLOSURE 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.

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

Real Property and improvements located at 13125 Pond Springs Rd., Austin, Texas, whose legal description is Lot 2, Block A, Hunters Point, a subdivision in Williamson County, Texas, according to the map or plat of record in Cabinet G, Slides 209-210, Plat Records of Williamson County, Texas containing 0.6215 acres, more or less

2. *Instrument to Be Foreclosed.* The instrument to be foreclosed is the deed of trust described more fully as follows:

Deed of Trust dated March 17, 2025, from RISNM CO. & INC, a Texas corporation, as grantor, conveying the Property in trust to ZULFIQAR ALI, as Trustee, for the benefit of PIONEER FINANCE, INC., a Texas corporation ("Beneficiary"), under Deed of Trust recorded under Clerk's File Number 2025019771, Real Property Records, Williamson County, Texas ("Deed of Trust").

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

Date: July 1, 2025

Time: The sale will begin no earlier than 1:00 p.m. or no later than three hours thereafter.

Place: At the northeast basement door in the new addition to the Williamson County Justice Center, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court

The Beneficiary may postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee 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 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 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.

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.

6. *Obligations Secured.* The Deed of Trust secures the payment of the indebtedness and obligations therein described (collectively, the "Obligations") including but not limited to that promissory note ("Note") dated **September 21, 2022**, in the original principal amount of **THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00)**, executed by **IK CREEK INC, a Texas corporation**, payable to the order of **PIONEER FINANCE, INC., a Texas corporation**. **PIONEER FINANCE, INC., a Texas corporation** is the current owner and holder of the Note and Obligations and are the current Beneficiary under the Deed of Trust.

7. Pursuant to the Deed of Trust, Beneficiary made, constituted and appointed in writing, **RONALD A. MURRAY, MATTHEW S. RUPLEY and KYLE L. DICKSON** as substitute trustees (each being a "Substitute Trustee") to exercise the power of sale under the Deed of Trust for the purpose of enforcing the collection of the Obligations.

8. *Default and Request to Act.* Default has occurred under the Deed of Trust, and although demand was made upon **IK CREEK INC, a Texas corporation**, the default was not cured, and the Beneficiary has requested the Trustee conduct this sale. Notice is given that before the sale the Beneficiary may appoint other substitute trustees to conduct the sale.

Questions concerning the sale may be directed to the attention of Trustee, Matthew S. Rupley, c/o Murray | Lobb, PLLC, at 2200 Space Park Drive, Suite 350, Houston, Texas 77058, phone number (281) 488-0630.

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.

DATED this the June 10, 2025.



MATTHEW S. RUPLEY, Trustee

AFTER RECORDING RETURN TO:

Murray | Lobb, PLLC
2200 Space Park Drive, Suite 350
Houston, Texas 77058
(281) 488-0630