AGREEMENT, RELEASE and WAIVER- Regarding Overage on Delinquent Tax Sale of Aiken County Property

TMS# _____ (hereinafter the "Property")

As to the Property described above, I/we (Print Name(s)_____
make the following representations to Aiken County (hereinafter the "County") under oath and I/we understand that the County is relying on these representations in distributing to me/us the overage from the tax sale of the Property:

The amount of the overage claim in this matter is $_____ as of this date. To the best of my/our knowledge, no one other than me/us has/have a legal interest in my/our share of the overage.

As to the Property, I/we am/are the (place your initials in the applicable box):

[_____] Defaulting taxpayer(s) and/or [_____] Owner(s) of record immediately before the end of the Redemption period

To the best of my/our knowledge,

(A) No one other than me/us has/have asserted having a legal interest in my/our share of the overage and

(B) No one has instituted a judicial action asserting an interest in the Property or asserting an interest in my/our share of the overage.

(Check the applicable box.)

[ ] I/we the defaulting taxpayer(s) or owner(s) have NOT entered into any contracts with any person or company concerning this overage and by signing this Agreement and Release below, I/we agree for my/our share of $_____ to be paid by Aiken County and sent to _____
(Defaulting Taxpayer or Owner Name and Mailing Address)

[ ] I/we the defaulting taxpayer(s) or owner(s) have assigned his/her/our claim to the overage to another person or company and attached a copy of the signed Assignment Document. I/we assigned my/our claim to _____, Assignee and by signing this Agreement and Release below, I/we agree for my/our share of $_____ to be paid by Aiken County and sent to _____
(Assignee Name and Mailing Address)

In the event that any one or more of the representations stated above are false, I/we shall be obligated to pay Aiken County an amount equal to the amount of the overage that I/we receive. Under those circumstances, I/we shall return that full amount to Aiken County upon the County's notice to me/us that one of the foregoing representations is false. If I/we fail to return the full amount to Aiken County upon the County's notice, I/we shall be liable to Aiken County for the costs the County incurs to collect the amount from me/us, including any attorney's fees Aiken County incurs in its collection efforts.

I/we hereby agree that, in consideration of the receipt or payment of my/our share of the overage on the tax sale of the Property from Aiken County, I/we release Aiken County and its departments, officials and employees from any and all claims or liability of any kind or nature whatsoever arising from and/or regarding the tax sale process and/or the Property. Further, in consideration of receiving the overage from the tax sale on the Property, I/we each hereby waive any defects or omissions in the procedures followed or notices given by the Tax Collector relating to the seizure or sale of the Property for past due taxes and waive all remedies of any kind I/we may have arising from such defects or omissions. <u>If I have identified an Assignee (a person or company to be paid the overage as indicated above), I hereby release the Tax Collector and Aiken County from any and all liability of any kind for paying the overage to the Assignee and waive any claims against the Tax Collector and Aiken County relating to that payment.</u>

I acknowledge that I received this Agreement and Release and Waiver and that I have had sufficient time to gain a full understanding of it, including sufficient time to obtain legal advice from a lawyer of my own choosing regarding this Agreement and Release.
Signature: _____ Date: _____
Printed Name: _____ Phone: _____
Physical Address: _____
[NOTARIZATION OF SIGNATURE REQUIRED]
Sworn to before me this _____ day of _____, 20___.

_____
Notary Public of _____
My Commission Expires: _____

[CONTINUE ON BACK IF ADDITIONAL SIGNATURES REQUIRED]