

Agreement and Release
Regarding Overage on Delinquent Tax Sale of
Aiken County Property

TMS# _____ (hereinafter the "Property")

As to the Property described above, I/we (Print Name) _____ 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:

1. As to the Property, I/we am/are the (place your initials in the applicable box):
 Defaulting taxpayer(s)
 Owner(s) of record immediately before the end of the redemption period
2. 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.
3. 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.
4. I/we have not entered into any contracts with any person or company concerning this overage.

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

I/we hereby agree that, in consideration of the receipt of my/our share of the overage on the tax sale of the Property from the County, I/we release the 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.

Owner 1. I acknowledge that I received this Agreement and Release by mail, 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: _____

Owner 2. I acknowledge that I received this Agreement and Release by mail, 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]