

RESIDENCE HOMESTEAD DELINQUENT AD VALOREM TAX

INSTALLMENT PAYMENT AGREEMENT

PAYMENTS UNDER THIS AGREEMENT ARE TO BE MADE TO:

LYNDA GUNSTREAM
ORANGE COUNTY TAX ASSESSOR-COLLECTOR
P O BOX 1568
ORANGE, TX 77631-1568

TAX ACCOUNT NO: _____

1. IRREVOCABLE ADMISSION OF LIABILITY: As required by Section 33.02(c) of the Texas Tax Code, by signing this Agreement I irrevocably admit that I am personally liable for all taxes, penalties and interest on the account that is the subject to this Agreement. I agree that if I default under this Agreement, the Tax Assessor/Collector ("Tax Collector") may use this Agreement in any court proceeding to prove up my liability in order to take a judgment against me without the offer of any additional evidence.

2. INSTALLMENT PAYMENTS: I agree to pay \$ _____ plus penalties, interest, and collection cost in installments, each in the amount of \$ _____ by the _____ of each month beginning with the first month's installment which is due at the time this Agreement is signed. The total amount to be paid under this Agreement includes the amount of interest which will continue to accrue at the rate of one percent (1%) per month on the unpaid balance as provided by Section 33.02(b) of the Texas Tax Code. Please contact the Tax Collector for the exact amount of the final payment.

3. PAYMENT FOR CURRENT TAXES: In order for this Agreement to remain in effect, I agree to pay all ad valorem taxes assessed by the Tax Collector on this account beginning with those assessed for _____ before those taxes become delinquent. If I fail to pay taxes assessed after January 31, before any following year's assessment becomes delinquent on February 1, this Agreement will immediately be declared in DEFAULT and all of the penalties otherwise allowed under the Texas Tax Code will be enforced.

4. DEFAULT: In the event you fail to timely make any payment or perform any action required by you under this Agreement, such as paying future taxes on time, you will be declared in DEFAULT. In the event of default the Tax Collector will proceed to enforce all collection remedies available, including filing suit and foreclosing the tax lien on the property covered by this Agreement. As a result of a default, all penalties otherwise allowed by Section 33.01(a) of the Texas Tax Code, which did not accrue as a result of this Agreement, will accrue as of the date the taxes covered by this Agreement became delinquent as if you had not entered into this Agreement. In the event you have more than one installment agreement in effect at the same time on the property covered by this Agreement, a default under any one agreement is a default under all other agreements.

5. MISREPRESENTATION: I claim that the property the subject of this Agreement is my residence homestead. I hereby affirm that the property is in fact my residence homestead and that I have no other homestead in this or any other county in Texas. If the property subject of this Agreement is later determined to not be my residence homestead, then this Agreement is in default as of the date it is signed.

6. LAWSUITS, AND JUDGMENTS:

(A) In the event a lawsuit has already been filed to collect the delinquent taxes, penalties and interest which are covered by this Agreement, you are advised that entry into this Agreement does not relieve you from the taxing units' entitlement to recover the costs and expenses of filing that tax collection suit.

(B) In the event any delinquent tax collection lawsuit is brought against the property covered by this Agreement by a taxing unit not a party to this Agreement, or by a transferee of a tax lien as defined by Section 32.06(a)(2) of the Texas Tax Code, during the term of this Agreement, this Agreement will automatically become void without the requirement of any action by the Tax Collector. The termination of this Agreement in this situation is required to preserve the rights of the participating taxing unit to intervene in that suit under Texas Tax Code Section 33.44(c). Any taxing unit not a party to this Agreement is not bound by this Agreement.

(C) By signing this Agreement I am extending the period of time during which the enforced collection of the delinquent taxes on this account can occur. The length of that extension is the time this Agreement remains in effect.

7. This Agreement is not transferable. Because the property will cease to be your residence homestead if you sell it, all amounts due under the Agreement will become due at the time of that sale.

8. HOMESTEAD TAX EXEMPTION: This residential homestead installment payment agreement is NOT an application for a homestead tax exemption under either Texas Tax Code, Section 11.13 or 11.131. In order to obtain that tax exemption you must apply for it at the appraisal district.

THIS AGREEMENT IS EFFECTIVE AS OF the _____ day of _____, 2013.

TAXPAYER NAME(S): _____

ADDRESS: _____

Taxpayer Signature(s): _____ Tax Deputy: _____

Home Phone: _____

Work Phone: _____