Assignment of Right to Collect Surplus Funds

Assignor _____

Mailing Address _____

Driver's License # and Expiration Date _____

Social Security # _____

Physical Mailing Address _____

Area Code and Daytime Phone Number: _____

Assignee _____

Mailing Address _____

Driver's License # and Expiration Date _____

Social Security # _____

As a party of interest and ASSIGNOR, I, the undersigned, do hereby assign to _____, in return for _____ %, my right to apply for and collect the excess proceeds AKA surplus funds, which you are holding and to which I am entitled from the sale of property known as:

Assessor's Parcel No aka PIN _____

Street address _____

Sold at public auction on _____

I understand that the total amount of excess proceeds available for refund is _____ and that I am relinquishing my right to file a claim for these monies. I understand that I had, prior to signing this agreement, the right to file for these funds on my own, without an assignment. For valuable consideration received, I have sold my right of claim to the assignee. I certify under penalty of perjury that I have disclosed to the assignee all that I know regarding the value of this right I am assigning.

Further, I agree to hold the holder of these funds harmless for any issues that would arise from granting and paying these funds to the Assignee.

Agreement for Disbursement of Surplus Funds

Claimant,_____, agrees to the following terms with respect to the disbursement of surplus funds being held from the forced sale of the property known as _____
_

It is agreed that in return for _____ retrieving these funds using an assignment, the funds – believed to be _____ – shall be divided as follows:

Claimant shall receive _____ % of the total funds retrieved when the court or entity holding the funds send the funds to _____ and the funds have become available to send. The remainder of the funds will be held as payment for the retrieval of the funds.

Claimant understands that in many States/Counties, they can make a claim without representation of any kind and chooses to waive this right in exchange for _____ handling the retrieval of these funds.

The amount of funds being held is based upon all available information. As a result, claimant understands that:

- The court or entity holding the funds may pay less than that amount because of fees, counter claims by creditors, etc.
- There is no guarantee as to the time these funds will be disbursed. Claimant understands that this can take considerable time and knows that financial decisions/expenses should not be made based on receipt of these funds.
- In the event that there is a counterclaim granted by the entity disbursing these funds, it is possible that this counterclaim takes all of the funds and there will be no funds disbursed. Examples of entities that can make a counterclaim include but are not limited to: code enforcement liens, judgments, IRS and State Tax Liens, mechanics liens, etc.
- Claimant understands that if they change their mailing address, they are responsible for informing _____ of this change.
- Claimant understands that the court or entity holding these funds may required additional documentation and agrees to provide _____ with any required information and/or to sign any additional documentation as needed in a timely manner.

Signature of Assignor_____

Date _____

Printed/typed name of Assignor _____

State of _____ County of _____

On _____, before me, _____, personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the Assignment of Right to Surplus Funds and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Notary Signature _____

Date _____