

**Clear Creek Independent School District Tax Office
Delinquent Homestead Tax Installment Agreement
(12 Month Agreement)**

This portion completed by tax office:

TAXPAYER: _____ Tax Account Number: _____

Monthly Payment amount: _____ Payment Start date: _____ End Date: _____

Agreement covers delinquent tax years: _____ Suit Filed: Yes or No Cause No: _____

Taxpayer's Phone Number: _____

PLEASE READ ENTIRE AGREEMENT CAREFULLY

(Pre-Approval Required to enter agreement - Contact tax office for details and questions)

AGREEMENT between the undersigned hereinafter referred to as TAXPAYER and Clear Creek ISD Tax Office hereinafter referred to as TAXING UNIT, whereby it is agreed as follows:

TAXPAYER agrees to pay taxes with penalties, interest and other fees according to law; together with such court cost as are or become due in connection with suits thereon for amounts listed on attached document.

TAXPAYER hereby declares this property as their primary homestead.

Execution of this agreement is an irrevocable admission of liability for all taxes, penalties and interest that are subject to this agreement.

TAXPAYER hereby agrees to the following payment agreement terms:

1. Duration of the agreement is 12 months.
2. TAXPAYER understands that any current taxes due or become due on account under this agreement must be paid current when due and failure to pay prior to delinquency date is a breach of this agreement. **TAXPAYER understands that the account will continue to accrue 1% interest on the unpaid balance during the term of the agreement.**
3. Installment Payment is due on or before the last day of each month, without exception. Payment may not be less than payment amount shown. This payment is to be made monthly thereafter until the amount due is paid in full. Payments should be mailed to P.O. Box 799, League City, TX 77574. We are not responsible for payments mailed to the wrong tax office. We are not responsible for the timeliness of the United States Postal Service. Taxpayer must submit a payment monthly, even if they submitted more the previous month. **TAXPAYER understands that no payment will be accepted after the due date and agreement is breached if payment is late.**
4. Before making the final payment, TAXPAYER will contact the TAXING UNIT for the exact amount of final payment.
5. A payment made on the current taxes is NOT a payment under this agreement. This agreement does NOT include taxes on the current roll.
6. **Delinquent Taxes will incur interest but not additional penalties during the period of the agreement. TAXPAYER understands that if the agreement is in breach, additional penalties will immediately be incurred.**
7. TAXPAYER understands that he/she may not enter into another installment agreement for 24 months.
8. TAXPAYER agrees that upon default of any condition of this agreement, TAXING UNIT may declare this agreement null & void and the balance of all charges herein to be immediately due and payable in full, and the taxing unit may institute suit, or proceed with a pending suit, or seek execution of final judgments to collect said balance.
9. If this account is already in suit or has a judgment any court costs, research fees, or other costs due shall be paid before a dismissal or release will be issued by the TAXING UNIT or its Attorney.
10. TAXPAYER understands that the TAXING UNIT will continue to send delinquent statements and notices as long as a balance remains on the account.

- 11. TAXPAYER understands that even if they enter into an installment plan, that TAXING UNIT will accept "Payment in Full" from a Mortgage Company or its Servicer. We strongly suggest that TAXPAYER contact the Mortgage Company of the intent to enter into the installment agreement at least 10 days before the date the agreement is signed. TAXPAYER will provide TAXING UNIT with name(s) and addresses of other owners with an interest in the property.
- 12. TAXPAYER understands that this agreement is not effective until signed and returned with the first payment.
- 13. TAXPAYER understands that any payment returned from the bank for any reason is considered invalid (insufficient or stop pay) and voids the contract and you will not be eligible for payment agreement for 24 months.

TAXING UNIT

- 1. TAXING UNIT shall not institute suit or take further action to collect on a judgment for the amounts due as long as there is not a breach of this agreement. However, if a suit was filed prior to the execution of this agreement, the TAXING UNIT may obtain a judgment in such suit. It is expressly understood by me that if I, the TAXPAYER fail to make such payments as agreed; the TAXING UNIT will proceed with the sale of the property or institute seizure proceedings. TAXPAYER further understands that if another taxing unit, not included in this agreement, files a suit or takes judgment, it will become necessary for the included TAXING UNIT to join that suit or judgment.
- 2. TAXING UNIT reserves the right to take any other legal action permissible under the law to protect the lien and claim of the TAXING UNIT, even though the TAXPAYER may be current on his/her payments.
- 3. TAXING UNIT reserves the right to accept "Payment in Full" from any Mortgage Company to satisfy this debt.
- 4. TAXING UNIT has the discretion to apply payments to the TAXPAYER's account and tax years as it sees fit.

TAXING UNIT ATTORNEY WILL STILL CONTINUE WITH LITIGATION TO THE POINT OF JUDGMENT EVEN THOUGH TAXPAYER IS ON A PAYMENT PLAN. THE PAYMENT PLAN ONLY KEEPS TAXPAYER FROM FORECLOSURE AS LONG AS TAXPAYER ABIDES BY ITS TERMS. AFTER PAYING THE TAXES, LITIGATION COSTS MUST BE PAID.

Date: _____ **Signature:** _____

BREACH DUE TO LATE /RETURNED PAYMENT/FAILURE TO PAY ANY TAXES THAT COME DUE: All payments are due on or before the last day of each month, without exception. I, as TAXPAYER understand that failure to pay or postmark the full payment amount by the last day of each month constitutes a breach in the installment agreement. I understand that any payment returned by the bank unpaid, constitutes a breach of the payment plan and understand that I cannot enter into another agreement for 24 months. **It is strictly the TAXPAYER'S responsibility to ensure a payment is made timely to this office and for the correct amount.** I fully understand there are no circumstances under which a payment will be accepted after the due date. *One day is too late.* **I understand that any current taxes due or become due on account under this agreement must be paid current when due and failure to pay prior to delinquency date is a breach of this agreement.**

Date: _____ **Signature:** _____

Interested Parties, Mortgage Company or Other owners with interest in property.

Name	Address
Name	Address

Other Information:

ID Verified: _____ **Clerk Initials:** _____