

TAX DEFERRAL AND LIEN AGREEMENT

As authorized by Section 52-18(F) of the Montgomery County Code, this Tax Deferral and Lien Agreement (this "Agreement"), made this _____ by and between Montgomery County, Maryland, a body politic and political subdivision of the State of Maryland (the "County"), and _____ ("Homeowner(s)"), hereby agree as follows:

- 1. All terms used in this Agreement shall be defined as set forth in Section 52-18(F) of the Montgomery County Code.
- 2. Homeowners own a dwelling located at _____, and which is located on property more particularly described as Liber _____ Folio _____, in the land records of Montgomery County Maryland (the "Dwelling").
- 3. Montgomery County agrees to defer the amount of real property taxes due on the Dwelling which exceeds the amount of real property taxes in the tax year preceding the grant of an application for property tax deferral.
- 4. This agreement shall not affect the continued liability of the Homeowners for all property taxes not deferred.
- 5. There shall be no interest due for the period of the deferral.
- 6. The Homeowner may end a deferral at any time by giving written notice to the director of Finance and paying deferred taxes.
- 7. If not ended by the Homeowner, all deferred property taxes shall be due upon transfer of the property, when the homeowner ceases to occupy the property as a principal place of residence, when the property becomes subject to Tax Sale, or when the use of the property changes, whichever occurs first.
- 8. NOTICE OF LIEN: Until extinguished by operation of law or paid, real property taxes deferred constitute a lien with the same priority as real property taxes on the real property of _____ known as _____ and more particularly described in a deed recorded in the Land Records of Montgomery County at Liber _____, Folio _____. Said taxes constitute a personal liability of the Homeowner(s).
- 9. The Accumulation of deferred taxes and accrued interest may not exceed 50% of the assessed value of the property.
- 10. **THIS IS RECORDED BY AND ON BEHALF OF MONTGOMERY COUNTY.**

Witness, our hand and seal, this _____ day of _____, 20____.

Montgomery County

By: _____

Alexandre A. Espinosa

Director of Finance

(Notaries on following page)

STATE OF MARYLAND)

TO WIT

MONTGOMERY COUNTY)

I HEREBY CERTIFY, that on this _____ day of _____, 20_____, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared _____ and _____, owner(s) of the above referenced property, and acknowledged the foregoing agreement to be his/her/their act.

WITNESS my hand and Notarial Seal

Notary Public

My Commission Expires:

STATE OF MARYLAND)

TO WIT

MONTGOMERY COUNTY)

I HEREBY CERTIFY, that on this _____ day of _____, 20_____, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Alexandre A. Espinosa, Director of Finance for Montgomery County, and acknowledged the foregoing agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

I hereby certify that the within instrument was prepared by a party to this agreement or under the supervision of an attorney licensed to practice law in the State of Maryland.

Director of Finance