

\*\*\*\*\* **AGREEMENT TO SELL PROPERTY** \*\*\*\*\*

(Do Not Use This Space)

Case Name (Print)	District Office #
	Case #
	Date Mailed

**INFORMATION ABOUT EXCESS REAL ESTATE**

Description of real property: address, (or location), and estimated current market value.	Name(s) of Owner(s)	Nature & percentage ownership of each.	Amount of each recorded judgment, deed(s) of mortgage(s), or other liens against the property, and the amount estimated from sale after deducting lien payments and sale costs.
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1.

2.

**CONDITIONS OF AGREEMENT:** My resources exceed the amount which an eligible family may have and still qualify for payments under the ATAP program. I hereby request that conditional payments be made until I can sell the above-described resources. I agree to take all necessary and proper steps to sell the above-described resources and to actively continue efforts to do so until the resources are sold. I agree to use my best efforts to sell the above-described resources for the highest price I can, and to do so within 9 months of signing this agreement. I also agree to notify the Division of Public Assistance within 10 working days after signing an agreement of sale. I further agree to repay immediately all ATAP payments received that would not have been paid if the above-described resources had been sold. I further understand that if I fail to comply with the terms of this agreement, the Division of Public Assistance will require me to make immediate refund of all such payments. I have read and understand the information on the back of this form.

Signature	Address (Street and No.)	City, State and Zip Code	Date
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## IMPORTANT INFORMATION ABOUT THIS AGREEMENT

### I. Return This Form Promptly

If you do not fill out, sign, date, and return this form to your Eligibility Worker within 10 days after you receive it, your application will be denied or your case will be closed.

### II. Time Limit for Sale

You have up to 9 months from the date you sign this form to sell your property. If you fail to sell the property by the end of this time, your ATAP case will be closed.

### III. Good Faith Effort

From the date you sign this form until you sell the property, you must make a "good faith effort" to sell. This means you must have the property continuously listed for sale with one or more realtors or real estate agents, or you must offer it for sale privately by running a classified advertisement in a general circulation newspaper in your area at least one day a month, and keep visible on-site for sale signs on the property. You must also offer the property for sale at a "reasonable price", which means it must be priced at the highest amount you can get, but no higher than the price of similar properties in your area, and your agent, sign, or advertisements must solicit other reasonable offers.

You are not bound by estimates of your property's current market value. If you are unable to sell your property for its current market value, you may reduce your price and sell it for less than your estimate. You must keep records of all offers to purchase the property, including who made the offer, when it was made, and the amount of the offer.

### IV. Your Repayment Obligation

You agree to repay to the Division of Public Assistance the total amount of all ATAP payments you receive between the date you sign this form and the end of the month before the month in which the sale is completed. However, if you receive less profit from the sale than the total amount of ATAP payments, you receive, you are only obliged to repay the total amount of your sale profit.

If the total net profit from your sale, when added to all your and your family's other countable resources, does not exceed \$1,000, you do not have to repay the Division of Public Assistance anything and you can keep your profits.

During the 9 months you have to sell the property, if you fail at any time to make a good faith effort to sell the property or you become ineligible for ATAP for any reason, all the ATAP payments made to you will be considered overpayments which you must repay.

### V. Notifying Your Public Assistance Office

You must notify your Public Assistance Office or Eligibility Technician within 10 days:

If you sell the property

If you find that you cannot sell the property, for whatever reason

If the offers you receive establish that your net profit from selling the property may be less than \$1,000

If you decide not to sell the property