

**Agreement and Release  
Regarding Overage on Delinquent Tax Sale of  
Bamberg County Property**

TMS# \_\_\_\_\_ (hereinafter the "Property")

As to the Property described above, I \_\_\_\_\_  
Print Your Name

\_\_\_\_\_  
Print Your Name

represent the following to Bamberg County (hereinafter the "County") and I understand that the County is relying on these representations in distributing to me the overage from the tax sale of the Property:

1. As to the Property, I am the (place your initials in the applicable box:

Defaulting taxpayer  Owner of record immediately before  
the end of the redemption period.

2. To the best of my knowledge, no one other than me has a legal interest in the overage.
3. To the best of my knowledge, (A) no one other than me has asserted having a legal interest in the overage and (B) no one has instituted a judicial action asserting an interest in the Property or asserting an interest in the overage.

In the event that any one or more of the representations stated above is false, I shall be obligated to pay the County an amount equal to the amount of the overage that I receive. Under those circumstances, I shall return the amount to the County upon the County's notice to me that one of the foregoing representations is false. If I fail to return the amount to the County upon the County's notice, I shall be liable to the County for the amount of the overage and for the costs the County incurs to collect the amount from me, including any attorneys' fees the County incurs in its collection-related efforts.

**I hereby agree that, by receipt of the overage on the tax sale of the Property from the County, I release the County from any and all claims or liability of any kind or nature whatsoever arising from and/or regarding the tax sale process and/or the Property.**

I acknowledge that I received this Agreement and Release, and that I have had sufficient time to gain a full understanding of it, including sufficient time to obtain legal advice from a lawyer of my own choosing regarding this Agreement and Release.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

**NOTARIZATION OF SIGNATURE REQUIRED – USE THE FOLLOWING SPACE:**

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

Notary Public for \_\_\_\_\_ My Commission Expires: