

VOLUNTARY LIEN AGREEMENT PENDING PAYMENT OF RENT

Date

Re: Voluntary lien agreement

TAA Lease Contract dated _____ between the

residents named above and _____ (owner)

(Names of all residents)

(Street address and dwelling unit number, if applicable)

(City, State, Zip)

Dear Resident(s):

We (as owner) and you (as resident) acknowledge that you are temporarily unable to timely pay rent or other sums due under the TAA Lease Contract between the parties dated _____, _____ for a dwelling unit located at _____ in _____, Texas. Both you and we wish to cooperate to avoid unnecessary eviction for non-payment of rent. You have voluntarily placed with our representative the property described below as security for the payment of rent due under the lease:

Our representative acknowledges receipt of such property. We will return the property to you upon payment of \$_____, which is the amount of rent due, plus late charges and other sums due (if any). We may require payment by personal check, cashier's check or money order, at our option. If you do not pay the above amounts on or before the _____ day of _____, _____, your property listed above may be sold by us under the 30-day notice and sale procedures in paragraph 14 of your lease. You acknowledge that the *voluntary* lien created by this agreement is not the exercise of a *contractual* or *statutory* lien by us.

We agree to waive our right of eviction through the date in the above paragraph; but if the amounts remain unpaid after that date, this agreement will in no way affect or waive our right to thereafter terminate your right of possession and proceed with an eviction lawsuit after that date. This agreement will be considered an amendment to the above described lease. We shall be responsible for the safe storage of the property described above pending its disposition under this agreement or under your lease.

Date of signature

Resident's signature

Date of signature

Resident's signature

Date of signature

Resident's signature

Date of signature

Resident's signature

Date of signature

Resident's signature

Commentary. *This agreement is beneficial for both owner and resident. It avoids ruffled feelings that sometimes result from a landlord lien seizure. Also, it can actually buy time for the resident who is temporarily unable to pay, thus avoiding an unnecessary eviction that neither owner nor resident desires. If the resident voluntarily gives the property to the owner as proposed by this agreement, it is not a landlord lien "seizure" under Section 54.041 et seq of the Texas Property Code, and therefore, the traditional exemptions for jewelry, clothes, etc., do not apply. The 30-day notice and sale provisions are in paragraph 14 of the TAA Lease Contracts.*