

AGREEMENT NO. \_\_\_\_\_

**AGREEMENT AND CONSENSUAL LIEN OR MORTGAGE  
TO SECURE UNLIQUIDATED AMOUNT**

THIS AGREEMENT, entered into this \_\_\_ day of \_\_\_\_\_, 2011, by and between \_\_\_\_\_, Party of the First Part (hereinafter "Hamzic"), and the County of Ada, a political subdivision of the State of Idaho, Party of the Second Part (hereinafter "ADA COUNTY").

**WITNESSETH:**

For and in consideration of the fact that ADA COUNTY has agreed to release its lien, Lien No. \_\_\_\_\_, related to the payment of the costs of all necessary medical assistance for \_\_\_\_\_ on application # \_\_\_\_\_, hereby grants, bargains, sells and conveys unto ADA COUNTY, and to its successors and assigns forever, the following described real property located in Ada County, Idaho:

(legal description)

Parcel No. \_\_\_\_\_ in the official records of Ada County commonly known as \_\_\_\_\_, \_\_\_\_\_, Idaho \_\_\_\_\_, together with tenements, hereditaments and appurtenances thereto belonging or in any way pertaining thereto, to have and to hold the above-described property unto ADA COUNTY, its successors and assigns forever.

This grant is intended as a lien or mortgage to secure the repayment of all payments for any necessary medical assistance made by ADA COUNTY on behalf of the said \_\_\_\_\_, as set forth above. \_\_\_\_\_ agrees to make reimbursement for all

necessary assistance payments made by ADA COUNTY on behalf of said \_\_\_\_\_. The records of ADA COUNTY shall be deemed conclusive in determining the indebtedness of \_\_\_\_\_ to ADA COUNTY by reason of such necessary assistance payments.

\_\_\_\_\_ specifically agrees that any declaration of homestead made on the subject property is subordinated hereby to the interest of ADA COUNTY in the subject property created under the terms of this agreement and lien or mortgage.

\_\_\_\_\_ does hereby agree to secure and/or maintain for insurance coverage upon the structure or buildings, including houses, garages, barns or other outbuildings in an amount no less than the fair market value of the above-described premises, for the entire length of time that this encumbrance upon \_\_\_\_\_'s land is in effect, and until it is satisfied in full. \_\_\_\_\_ agrees to notify Ada County Indigent Services and Ada County Risk Management Department in the event that the above-mentioned fire insurance coverage lapses, expires, or is cancelled.

\_\_\_\_\_ hereby agrees that any proceeds payable under any fire insurance coverage shall, at the option of ADA COUNTY, be applied to the repayment of the indebtedness.

\_\_\_\_\_ hereby agrees that no tax assessed on said real property and appurtenances thereto shall become delinquent for the entire length of time that this encumbrance is in effect. In the event of tax delinquency, \_\_\_\_\_ agrees to notify Ada County Indigent Services within ten (10) days of receipt of any notice of such delinquency.

\_\_\_\_\_ specifically agrees to assign to ADA COUNTY any current or future rents or profits realized from the property subject to this lien or mortgage, for the entire length of time that this encumbrance upon \_\_\_\_\_'s land is in effect, and until it is satisfied in full. Any amounts so received by ADA COUNTY will be deducted from the total indebtedness of \_\_\_\_\_ to ADA COUNTY.

Repayment of necessary assistance payments made by ADA COUNTY on behalf of \_\_\_\_\_ shall not be due and owing, and satisfaction of this lien or mortgage shall not be initiated, until ninety (90) days after such time as \_\_\_\_\_ is no longer residing on said property. Provided, however, that any default or breach in the performance of any of the covenants, conditions, or terms of this agreement and lien or mortgage shall give ADA COUNTY the option of initiating satisfaction of this lien or mortgage, by foreclosure suit, or otherwise, as mentioned below. Any failure by ADA COUNTY to exercise this option shall not constitute a waiver of any of its rights. Any cause of action in favor of ADA COUNTY, and the running of any applicable statute of limitations, shall only accrue or commence from the time that ADA COUNTY has actual knowledge of any default or breach of any of the covenants, conditions, or terms of this agreement and lien or mortgage.

The property subject to this agreement and lien or mortgage shall not be sold by \_\_\_\_\_, or anyone acting on their behalf, for less than its fair market value at the time of sale, without express written permission by ADA COUNTY.

\_\_\_\_\_ may satisfy this agreement and lien or mortgage and obtain a release, at any time, by reimbursing ADA COUNTY for all expenditures made on behalf of \_\_\_\_\_.

AND THESE PRESENTS SHALL BE VOID, if repayment is made. But in case of default in the repayment as provided hereinabove, or if there is any default or breach in the performance of any of the covenants, conditions or terms herein contained, by \_\_\_\_\_, then it shall be optional with ADA COUNTY, in addition to any other rights it may have, to immediately sell and dispose of the same according to law, and out of the money arising from such sale to retain the principal which shall then be due on the aforementioned suit and the amount of all such payment of taxes, assessments, encumbrances or insurance on said property as may have been made by ADA COUNTY, rendering the surplus of the money realized by foreclosure sale, if any there shall be, unto \_\_\_\_\_, their heirs, executors, administrators or assigns.

This agreement and lien or mortgage shall be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

If any provision of this agreement and lien or mortgage or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of this document which can be given effect without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.

**IT IS SPECIFICALLY AGREED** that no interest at any time shall accrue on any such indebtedness of \_\_\_\_\_.

