

AGREEMENT

(this is a legal document)

11-10-11

Date _____ I (we) _____ and _____

agree, joint and severally, that we owe this amount and to pay to the holder of this agreement

(A) \$ _____ (_____), as follows:

1. on or before _____, 20____,

2. Or on the following Payment Schedule:

Amount \$ _____ due on _____, 20____,

Amount \$ _____ due on _____, 20____,

Amount \$ _____ due on _____, 20____,

3. Or \$ _____ each _____, beginning _____.

(B) **We agree to vacate the property** on or before NOON, (date) _____

We agree to leave the home clean. Any cleaning and repairs may be added after move-out. Any items remaining after this date may be disposed by management.

This form also serves as the state required deposit settlement. Collection, legal, court fees, etc will be added to the total shown.

(C) **Permanant Forwarding address:** I/we authorize all legal notices to be sent to this address.

Phone _____

Employment _____

Money order, or bank draft only. Delivered to Grayson Management, 3129 25th St #202, Columbus IN 47203. Returned check fee: \$50. \$5.00 per day late fee applies to payments not received on the dates shown above. 15% interest on unpaid balance. Attorney and legal fees may be added to this amount.

If I/we do not fulfill this payment plan, I/we agree to wage garnishment(s) of \$150 per month or bank draft, and per Indiana Code IC 32-31-5-5(b):

In consideration of extending credit, (i.e. unpaid rent, repairs, etc) we reserve right to deposit a bank draft to pay past due and other unpaid invoices & late fees. If bank draft(s) are returned for any reason you agree to pay a 20% penalty fee. These terms supercede all other previous verbal or written agreements between parties. If you do not agree with these terms or lack authority to accept them, return goods (or vacate property) within 10 days to Point of Origin.

Waiver of Counsel: I/we do not have an attorney and are signing voluntarily.

_____ Pay with Automatic Bank Draft Routing _____ Acct _____

Signed

Print Name

Date

Signed

Print Name

Date

From Indiana Legal Services:

Can the creditor take my paycheck?

If your paycheck is more than a certain amount, the creditor may ask the Court to garnish your wages. Garnishment is a court order to your employer telling him or her to take out some of your wages, and pay it directly to the court for the creditor.

Your wages can be garnished only if there is a judgment against you AND your weekly take-home pay is more than \$175.50. This figure is based on 30 times the minimum wage (30 x \$5.85) and will change if the minimum wage changes. If your weekly take-home pay is more than \$175.50 per week, the court will use two formulas to determine how much of your check can be garnished. The court will order your employer to take out the lesser of:

1. 25% of one week's take-home earnings; or
2. The total amount by which a week's take-home earnings is more than \$175.50 (30 x minimum wage).

For example, if your take-home pay is \$300 the court could garnish the **lesser** of:

1. $25\% \times \$300 = \75 or

$$\$300 - \$175.50 = \$124.50$$

So the court could order up to \$75 to be garnished from your weekly check.

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Another example:

$$25\% \times \$400 = \$100 \text{ or}$$

$$\$400 - \$175.50 = \$224.50$$

So the court could order up to \$100 to be garnished from your weekly check.