



# APPLICATION AND AFFIDAVIT FOR FORECLOSURE ON A MOTOR VEHICLE UNDER STATUTORY CONTRACTUAL LANDLORD'S LIEN CHAPTER 54, STATE PROPERTY CODE

THIS FORM MAY BE USED ONLY IF THE CONTRACT IS DATED 9/1/99 OR LATER.

NOTE: This procedure can be used only if the lessor (landlord) has a written lease or rental agreement with the lessee (tenant) which addresses the sale and disposition of the property, and the record of title or ownership in Texas or elsewhere must be in the tenant's name.

## VEHICLE DESCRIPTION (TYPE OR PRINT ONLY)

YEAR	MAKE	BODY STYLE	TITLED STATE AND YEAR	LICENSE PLATE NUMBER
VEHICLE IDENTIFICATION NUMBER		TITLE DOCUMENT NUMBER		

## PERSON (TENANT) WHO LEFT MOTOR VEHICLE ON LEASE OR RENTAL PROPERTY:

NAME			
STREET ADDRESS		CITY	STATE ZIP CODE

<b>DATES</b>	<b>LANDLORD'S LIEN INFORMATION</b> (See reverse side for further instructions)
_____	LEASE OR RENTAL AGREEMENT (attach copy)
_____	NOTE OF CLAIM (attach copy)
_____	PUBLICATION OR POSTING OF NOTICE ADVERTISING SALE (attach copy)
_____	_____
DATE OF SALE	LOCATION OF SALE

## AFFIDAVIT OF CONTRACTUAL LANDLORD'S LIEN:

I, the undersigned statutory lienholder, certify that the facts contained herein are true and correct and that the vehicle described above was left on the lease/ rental property and that the owner was notified, as required by statute, to come forward and pay the charges due and pick up the vehicle. I further certify that possession of the vehicle has continued for thirty (30) days after the day on which notice of the amount of charges was mailed and that such charges remain unpaid. Therefore, I certify by my signature below that I have fulfilled all necessary legal requirements in order to enforce my lien against the property cited above; and I am proceeding to foreclose on the landlord's lien in accordance with the applicable provisions of the State Property Code.

NAME OF LANDLORD/LESSOR                      STREET ADDRESS                      CITY                      STATE                      ZIP CODE

PRINT NAME OF AFFIANT (same as signature)                      SIGNATURE OF AFFIANT

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public in and for The State of Texas

My Commission Expires: \_\_\_\_\_

## SELLER/BUYER ASSIGNMENT

By virtue of the public sale outlined above and in accordance with the laws of the State of Texas, I, the undersigned contractual lienholder,

for the sum of \$ \_\_\_\_\_, hereby sell and assign the vehicle described on this affidavit to the highest bidder at said sale to:

NAME                      STREET ADDRESS                      CITY                      STATE                      ZIP CODE

Federal and State law requires that you state the mileage in connection with the transfer of ownership.

Failure to complete or providing a false statement may result in fines and/or imprisonment. \_\_\_\_\_ Odometer Reading (no tenths)

I, the seller/agent, certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

- 1. The mileage stated is in excess of the mechanical limits.
- 2. The odometer reading is not the actual mileage. **WARNING - ODOMETER DISCREPANCY**

DATE OF SALE                      SIGNATURE OF SELLER/AGENT                      HAND PRINTED NAME (same as signature)

I, the buyer/agent, am aware of the above odometer certification made by the seller/agent.

SIGNATURE OF BUYER/AGENT                      HAND PRINTED NAME (same as signature)

**SEE BACK FOR INFORMATION**

**NOTE: IF A TITLE RECORD CANNOT BE LOCATED IN THE TENANT'S NAME OR IF A RELEASE OF LIEN CANNOT BE OBTAINED FOR FORECLOSURE UNDER CHAPTER 54, THE FORECLOSURE MUST BE THROUGH A COURT OF COMPETENT JURISDICTION.**

**THE FOLLOWING EVIDENCE IS REQUIRED ON FORECLOSURE OF A LANDLORD'S LIEN:**

1. A copy of the contract with the terms of the lease printed or underlined in conspicuous bold print which addresses the sale and disposition of the property and is signed by both the tenant (lessee) and landlord (lessor). The lien is not enforceable unless the sale and disposition of the property is authorized in a written lease agreement.
2. An Application and Affidavit for Foreclosure on a Motor Vehicle Under Statutory Contractual Landlord's Lien, Chapter 54, State Property Code, Form VTR-265-L, executed by the landlord (lessor) certifying that all appropriate provisions of the Texas Property Code have been complied with which:
  - a. Must specify that the vehicle is not exempt property covered by the Code and the seizure and sale were made in accordance therewith; and
  - b. Must state that proper notification has been made in accordance with the Code and date(s) such notification(s) was made.
3. A copy of the title record in the tenant's (lessee's) name.

Any sale proceeds remaining after payment of the delinquent rents and, if authorized by the written lease, reasonable packing, moving, storage, and sale costs shall be mailed to the tenant at the tenant's last known address, not later than the 30th day after the date of the sale.