

| <b>AGREEMENT TO SELL PROPERTY</b>  |                 |  | CLAIM NO.                            |                                      | <b>(DO NOT USE THIS SPACE)</b>  |
|--|-----------------|--|--------------------------------------|--------------------------------------|---|
| INDIVIDUAL   | SPOUSE          | PARENT   |                                      |                                      |   |
| DESCRIPTION OF EACH RESOURCE<br>IF REAL PROPERTY, SHOW ADDRESS OR LOCATION | NAMES OF OWNERS | NATURE AND<br>PERCENTAGE<br>OWNERSHIP<br>OF EACH | ESTIMATED<br>CURRENT<br>MARKET VALUE | AMOUNT OWED<br>ON RESOURCE<br>IF ANY | ESTIMATED NET<br>PROCEEDS OF SALE<br>(AFTER SALES<br>EXPENSES & ANY<br>AMOUNT OWED) |
| 1.   |                 |  |                                      |                                      |   |
| 2.   |                 |  |                                      |                                      |   |

**CONDITIONS OF AGREEMENT:** My (*our*) resources exceed the amount which an eligible individual (*or eligible individual and spouse*) may have and still qualify for payments under Title XVI of the Social Security Act. I (*we*) hereby request that conditional payments be made to me (*us*) until I (*we*) can sell the above-described resources at their current market value. Once Social Security notifies me (*us*) that this agreement has been approved, I (*we*) agree to take all necessary and proper steps to sell the above-described resources and to actively continue my (*our*) efforts to do so until the resources are sold. I (*we*) agree to sell the above-described resources for the highest price I (*we*) can get and to do so within 9 months (*3 months*) of being notified that the agreement is approved. I (*we*) also agree to notify the Social Security Administration within 5 working days after I (*we*) complete the sale. I (*we*) further agree to repay immediately all payments I (*we*) have received that would not have been paid if I (*we*) had sold the above-described resources the day I (*we*) filed application for benefits. I (*we*) further understand that if I (*we*) fail to comply with the terms of this agreement, I (*we*) will be required to make immediate refund of all payments made. (*Read the information on the back of this form.*)

**I declare under penalty of perjury that I have examined all the information on this form, and on any accompanying statements or forms, and it is true and correct to the best of my knowledge.**

|           |                                   |                          |      |
|-----------|-----------------------------------|--------------------------|------|
| SIGNATURE | ADDRESS ( <i>Street and No.</i> ) | CITY, STATE AND ZIP CODE | DATE |
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## IMPORTANT INFORMATION ABOUT THIS AGREEMENT

### I. TIME LIMITS FOR SELLING PROPERTY

The time limit during which you must sell the property is:

Real Property (Houses, Land, etc.) - 9 months from the date this agreement is approved

All Other Property - 3 months from the date this agreement is approved.

Notify your Social Security office immediately if you find you are unable to sell the property within this time limit.

### II. CURRENT MARKET VALUE

When you sign the other side of this form, you agree to sell the resources described there for their current market value. This means the highest amount you can get by offering it on the open market.

If you knowingly dispose of an agreed-upon resource for less than its current market value, the Social Security Administration will determine what the current market value was at the time of disposition and determine the amount of your overpayment accordingly.

### III. NOTIFYING YOUR SOCIAL SECURITY OFFICE

Notify your Social Security office as soon as you sell the property. Also notify your Social Security office immediately if you encounter difficulty in selling the property or if you decide not to sell the property.

### PRIVACY ACT NOTICE

Section 1631(e) of the Social Security Act, as amended, authorizes us to collect this information. The information you provide will enable us to account for the beneficiary's payments and ensures that the beneficiary's needs are being met. Your response is voluntary; however, failure to provide all or part of the requested information may prevent an accurate and timely decision on any claim filed, or could result in the loss of benefits.

We rarely use the information provided on this form for any purpose other than determining entitlement to benefit payments. However, we may disclose the information provided on this form in accordance with approved routine uses, which include but are not limited to the following:

- 1) To enable a third party or an agency to assist Social Security in establishing rights to Social Security benefits or coverage;
- 2) To comply with Federal laws requiring the release of information from Social Security records (e.g., to the Government Accountability Office and Department of Veteran's Affairs);
- 3) To make determinations for eligibility in similar health and income maintenance programs at the Federal, State, and local level; and,
- 4) To facilitate statistical research, audit, or investigate activities necessary to assure the integrity of Social Security programs.

We may also use the information you provide in Computer Matching programs. Matching programs compare our records with records kept by other Federal, State, or local government agencies. Information from these matching programs can be used to establish or verify a person's eligibility for Federally-funded and administered benefit programs and for repayment of payments or delinquent debts under these programs.

A complete list of routine uses for this information is available in System of Record Notice 60-0103.

The notice, additional information regarding this form, and information regarding our programs and systems are available on-line at [www.socialsecurity.gov](http://www.socialsecurity.gov) or at any local Social Security office.

**Paperwork Reduction Act Statement** - This information collection meets the requirements of 44 U.S. C. §3507, as amended by Section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget control number. We estimate that it will take about 10 minutes to read the instructions, gather the facts, and answer the questions. **SEND OR BRING THE COMPLETED FORM TO YOUR LOCAL SOCIAL SECURITY OFFICE. The office is listed under U.S. Government agencies in your telephone directory or you may call Social Security at 1-800-772-1213 (TTY 1-800-325-0778).** You may send comments on our time estimate above to: SSA, 6401 Security Blvd., Baltimore, MD 21235-6401. Send only comments relating to our time estimate to this address, not the completed form.