

CONDITIONAL AGREEMENT TO REFRAIN FROM EXECUTION ON JUDGMENT

This agreement relates to the following judgment:

Plaintiff(s): _____

Defendant(s): _____

County: _____ Case Number: _____ Judgment Date: _____

The parties agree as follows:

1. Plaintiff(s) agree(s) to refrain from execution on said judgment for possession and money so long as Defendant(s):

a. Timely pay pursuant to the lease terms all rent and other monetary obligations under the lease which accrue after the judgment date.

b. Pay at least \$_____ per month to Plaintiff(s) toward said judgment commencing on the _____ day of _____, 20_____, and continuing on the same day of each month thereafter until the judgment principal, interest and court costs are paid in full.

2. Defendant(s) agree(s) to make payments as set out in paragraph 1 above and further agree(s):

a. All payments made by Defendant(s) to Plaintiff(s) after the date of this agreement shall be credited in the following order: First, to all rent and other monetary obligations under the lease which accrue after the judgment date; second, to accrued interest on the judgment; third, to court costs; and last, to judgment principal.

b. If Defendant(s) fail to make payments as set out in paragraph 1 above, Plaintiff(s) shall be entitled to immediately ask the court clerk to issue execution on said judgment for possession and/or money without notice to Defendant(s).

3. The date of this agreement is the date it is signed by the last party to sign.

Plaintiff(s)		Defendant(s)	
Signature(s)	Date Signed	Signature(s)	Date Signed