RELEASE OF PROMISSORY NOTE

This Release of Promissory Note (this "Release") is made on _____ (the "Release Date").

Lender (the current holder of the note): _____, mailing address _____.

Borrower (the person or business that signed the note): _____, mailing address _____.

Co-borrower or guarantor, if any: _____.

1. THE NOTE

The Lender holds the promissory note dated _____ in the original principal amount of $_____, signed by the Borrower and payable to _____ (the "Note"). Loan or reference number: _____. Documents signed with the Note, such as a security agreement or guaranty: _____.

2. REASON FOR RELEASE

Check one: [ ] The Borrower paid the Note in full with a final payment of $_____ on _____. [ ] The Borrower paid the Note before its maturity date of _____; any prepayment charge was [ ] not applicable [ ] waived [ ] paid in the amount of $_____. [ ] The Lender accepted $_____, paid in full on _____, in full satisfaction of an unpaid balance of $_____, and forgives the rest. [ ] The Lender forgives the unpaid balance of $_____ as a gift and receives nothing in return. [ ] The Note was paid in full on _____ with the proceeds of a new loan from _____; any new note to the same Lender is not affected by this Release.

3. RELEASE AND DISCHARGE

The Lender, for itself and its heirs, personal representatives, successors and assigns, releases and forever discharges the Borrower, any co-borrower and guarantor named above, and their heirs, successors and assigns from all obligations, liabilities, claims and demands arising under the Note and the documents listed above, including principal, interest, late charges, fees and collection costs. The Note is discharged and canceled, and the Lender will not sue or take any other step to collect it. Any guaranty of the Note ends on the Release Date.

[ ] Check here if the Borrower also releases the Lender from all claims arising out of the Note or the loan up to the Release Date. If checked, the Borrower signs below.

Unless the balance was forgiven, if any payment on the Note is later recovered from the Lender in a bankruptcy or similar proceeding, that amount is owed again.

This general template is provided for informational purposes only and does not constitute legal advice. Requirements vary by state and locality; review current law and attach any disclosures or addenda your situation requires before signing. For a guided state-specific document, visit lawvault.org.

4. ORIGINAL NOTE

Check one: [ ] The Lender has marked the original Note "Paid in Full" (or "Satisfied" or "Canceled") and delivers it with this Release. [ ] The Lender will mark and deliver the original Note within _____ days. [ ] The Lender cannot find the original Note, states that it has not transferred the Note or any interest in it, will deliver it marked as above if it is found, and will indemnify the Borrower against any loss, claim or expense, including reasonable attorney fees, from anyone presenting the original Note or claiming the right to enforce it.

5. COLLATERAL

Check one: [ ] The Note was not secured by any collateral. [ ] The Lender releases its security interest in this property: _____. Within _____ days the Lender will return any of that property and any certificate of title it holds, sign any lien release a titling agency requires, and file a UCC-3 termination statement for any financing statement it filed (filing office and number: _____). [ ] The Note is secured by a [ ] mortgage [ ] deed of trust [ ] other recorded lien on the real property at _____, recorded as _____. This Release is not a release of that lien and is not meant to be recorded. Within _____ days, or sooner if state law requires, the Lender will sign before a notary and record, or deliver for recording, a satisfaction or release of mortgage, or deliver to the trustee a request for full reconveyance.

6. LENDER’S STATEMENTS AND GENERAL TERMS

The Lender states that it owns and holds the Note, is entitled to enforce it, has not transferred the Note or any interest in it to anyone who still holds that interest, and has the right to give this Release. On the Borrower's written request, the Lender will sign any further document reasonably needed to confirm this Release or clear any record of the Note or a lien that secured it.

The laws of the State of _____ govern this Release. This Release can be changed only in a signed writing. If a court finds any part unenforceable, the rest stays in effect. This Release binds and benefits the Lender, the persons it releases and their heirs, successors and assigns, and may be signed electronically.

Additional terms: _____

SIGNATURES

Lender

Signature: _____ Date: _____

Printed Name: _____

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Borrower (if signing)

Signature: _____ Date: _____

Printed Name: _____

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