

# SATISFACTION OF MORTGAGE RELEASE OF LIABILITY

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

[RELEASOR NAME] [RELEASOR ADDRESS]

APN / Tax Parcel No.: [to be inserted]

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## Satisfaction of Mortgage / Mortgage Lien Release

THIS SATISFACTION OF MORTGAGE is made and entered into as of .

### Recitals

A. On , [BORROWER TRUSTOR MORTGAGOR NAME] ("Mortgagor") executed and delivered to [LENDER BENEFICIARY MORTGAGEE NAME] ("Mortgagee") a Mortgage (the "Mortgage") in the original principal amount of **\$0.00**, securing a promissory note of even date.

B. The Mortgage was recorded in the Official Records of [COUNTY WHERE ORIGINAL INSTRUMENT WAS RECORDED] County, [STATE], as [RECORDING REFERENCE BOOK PAGE OR INSTRUMENT], and encumbered the real property commonly known as [PROPERTY STREET ADDRESS] and more particularly described as:

| [LEGAL DESCRIPTION OF THE PROPERTY]

(the "Mortgaged Property").

C. The Mortgagee acknowledges that the indebtedness and all other obligations secured by the Mortgage have been **paid in full** and that the Mortgage is fully satisfied.

### Satisfaction and Discharge

NOW, THEREFORE, the Mortgagee does hereby **acknowledge full payment and satisfaction** of the Mortgage and the promissory note it secures, and does hereby **release, discharge, cancel, and satisfy of record** the Mortgage. The County Recorder / Register of Deeds / Clerk of [COUNTY WHERE ORIGINAL INSTRUMENT WAS RECORDED] County, [STATE] is authorized and directed to **mark the Mortgage satisfied, released, and discharged of record**.

### Statutory Timeliness

The Mortgagee acknowledges its obligation to record this Satisfaction within the period required by the law of [STATE] and that the Mortgagor is entitled to statutory damages and attorney's fees for late or non-recording where applicable.

**Scope**

This Satisfaction releases only the lien of the Mortgage against the Mortgaged Property. It does not release any guaranty, separate obligation, or claim not secured by the Mortgage, except as expressly stated herein.

**Authority**

The Mortgagee represents that it is the current holder of the Mortgage and the note it secures, and has full authority to execute this Satisfaction.

**Execution****Mortgagee**

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ DATE

**Notary Acknowledgment**

State of [STATE] County of [COUNTY WHERE ORIGINAL INSTRUMENT WAS RECORDED]

On this \_\_\_\_\_ day of \_\_\_\_\_, 20, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the Mortgagee, and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on this instrument the entity upon behalf of which the person acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of [STATE] that the foregoing paragraph is true and correct.

Notary Public: \_\_\_\_\_ My commission expires: \_\_\_\_\_

[NOTARY SEAL]