

Release of Debt Agreement

This Debt Release (Hereinafter known as "Agreement") is made by and between:

Releasor: _____, with a mailing address of _____ (Hereinafter known as "Releasor"), and

Releasee: _____, with a mailing address of _____ (Hereinafter known as "Releasee").

COLLECTIVELY, known as the "Parties" of this agreement.

- I. **EFFECTIVE DATE.** This debt release agreement shall be effective on _____ upon signing this agreement by the Parties.
- II. **LOAN AGREEMENT.** The parties hereby agree to the existence of a _____ Loan Agreement attached to this Agreement, dated on _____ (Hereinafter known as "Loan Agreement") and bearing the amount of \$ _____ (Hereinafter known as "Debt Amount"), signed and created by the Parties of this Agreement.
- III. **DEBT RELEASE.** The Releasor hereby agrees to release the Releasee from all his obligations and liabilities to the said Loan Agreement, including all and any interests, fees, penalties, as well as all and any properties attached as security, upon satisfaction and fulfillment of the said obligations and liabilities to the loan agreement. The Releasor also agrees to release _____ (Hereinafter known as "Co-Signer"), who acted as the Releasee's Co-Signer, from the same obligations and liabilities to the said Loan Agreement.
- IV. **PAYMENT ACKNOWLEDGMENT.** The Releasor hereby agrees and acknowledges receiving the full payment of the Debt Amount from the Releasee, including all and any interest, fees, and penalties incurred, on _____ by way of _____.
- V. **CREDITOR'S DUTY.** The Creditor, who is the Releasor of this Agreement, hereby agrees to remove or delete any entries from the Releasee showing this account has been late or claims that could prove to be harmful on their credit report, and declare the Releasee's cleared and fully-paid.
- VI. **BINDING EFFECT.** This Agreement shall be binding on all Parties involved including their successors or assignees, as well as third parties acting as the Co-Signer of the Releasee.
- VII. **INDEMNIFICATION.** Except to dispute the terms of this Agreement, the Parties hereby agree not to bring any claim against the other party concerning any matter related to the Loan Agreement. Releasor and Releasee understand that the authorization of this Agreement prevents them from making any claim.

- VIII. CONFIDENTIALITY.** The Parties hereby agree and understand that all parts of this Agreement are to be kept confidential. If any portion of this Agreement were to be made public, the releasing party would be held responsible for any damages that were inflicted, as well as to all attorneys fees of the violated party in responding to such release.
- IX. MODIFICATION.** The Parties hereby agree that no modification or amendment shall be made to this agreement unless made in writing and signed by both the Releasor and Releasee.
- X. SEVERABILITY.** Any provision, part, or expression deemed unenforceable for any reason shall not affect the remaining provisions, parts, or expressions of this Agreement. Likewise, any provisions, parts, or expressions not affected by unenforceability shall remain in full force and effect.
- XI. GOVERNING LAW.** This Agreement is created in accordance with the lending and usury laws of the state of _____. Any disputes arising out from any provision, part, or expression of this agreement shall be governed, interpreted, and resolved by the courts of this state's jurisdiction.

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date specified above.

Signature of Borrower _____

Name of Borrower _____

Signature of Lender _____

Name of Lender _____

Signature of Witness _____

Name of Witness _____

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF _____.

On this _____, before me appeared _____, as the Lender, who proved to me through government-issued photo identification to be the above-named person, in my presence executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

Notary Public

My commission expires: _____