RELEASE FROM JUDGMENT LIEN

Mail/Box to:

This instrument was prepared by:

Brief description for the Index:

 THIS RELEASE FROM JUDGMENT LIEN, made this the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, by and between, (herein “Creditor”),

and (herein “Creditor’s Attorney”), and , (herein “Debtor”).

WITNESSETH:

 WHEREAS, a judgment in favor of Creditor in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, plus interest, costs and attorneys’ fees (herein the “Judgment”), has been indexed in Judgment Book \_\_\_\_\_, Page \_\_\_\_\_, Office of the Clerk of Superior Court of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, North Carolina; and

 WHEREAS, the Judgment includes a lien for attorney’s fees to Creditor’s attorney of record in said action identified above as the Creditor's Attorney; and

 WHEREAS the Judgment constitutes a lien upon the property described in Exhibit “A” attached hereto (the “Property”); and

 WHEREAS Creditor has agreed to release the Property from the lien of the Judgment and Creditor's Attorney has agreed to release the Property from the lien for attorneys’ fees under said Judgment upon the terms and conditions set forth herein.

 NOW, THEREFORE, Creditor and Creditor's Attorney, in consideration of the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, paid to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by Debtor, have remised and released and by these presents do hereby remise, release and forever quitclaim any interest in the Property described in attached EXHIBIT “A”unto Debtor and his heirs and assigns, free and clear of the lien of the Judgment.

 TO HAVE AND TO HOLD the Property, together with all privileges and appurtenances thereunto belonging to Debtor and his heirs and assigns, free and clear of the operation and effect of the Judgment. Provided, however, this release shall not be deemed to have any effect upon any other properties located in said County or any other counties which may be subject to the lien of the Judgment.

 When reference is made to Creditor, Creditor’s Attorney and Debtor, the singular shall include the plural and masculine shall include feminine or neuter.

 IN TESTIMONY WHEREOF, Creditor and Creditor’s Attorney have duly executed this Release From Judgment Lien as of the day and year first above written.

**INDIVIDUAL CREDITOR EXECUTE HERE**: **CREDITOR’S ATTORNEY EXECUTE HERE:**

 (SEAL) (SEAL)

Print/Type Name: Print/Type Name:

**NON-INDIVIDUAL CREDITOR EXECUTE HERE:**

 (Entity Name)

By:

Print/Type Name:

Title:

By:

Print/Type Name:

Title:

By:

Print/Type Name:

Title:

State of **CREDITOR ACKNOWLEDGMENT**

County of

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

 [insert name(s) of principal(s)].

Date:

 , Notary Public

 Notary’s Printed or Typed Name

(Official/Notarial Seal) My commission expires:

State of **CREDITOR’S ATTORNEY ACKNOWLEDGMENT**

County of

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

 [insert name(s) of principal(s)].

Date:

 , Notary Public

 Notary’s Printed or Typed Name

(Official/Notarial Seal) My commission expires: