The Release Of Part Of Mortgaged Premises

made this day of ,

BETWEEN

residing or located at
designated as the Releasor;

AND

residing or located at
designated as the Releasee;

Whereas, the Releasor is the holder of a mortgage and the bond, note or other obligation secured thereby, which mortgage is dated , and was made by to upon the lands and premises therein described and was recorded on in the County Clerk/Register's Office of the County of and State of New Jersey, in Mortgage Book on Page .

And Whereas, the Releasor at the request of the Releasee has agreed to release the lands and premises herein described from the lien of the said mortgage and to retain the lien of the said mortgage upon the remainder of the lands and premises therein described.

Now Therefore the Releasor, for and in consideration of $, lawful money of the United States of America, to the Releasor in hand well and truly paid by the Releasee at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and the Releasor being therewith fully satisfied, to the intent that the following described lands and premises shall be released, discharged and freed from the lien of the said mortgage but that the remainder of the lands and premises described in the said mortgage shall remain as security for the payment of the money remaining due there under and the performance of the covenants and conditions therein contained, does by these presents release, quitclaim, grant and convey unto the Releasee forever,

All that certain tract or parcel of land and premises, hereinafter particularly described, situate and being in the of in the County of and State of New Jersey, more particularly described as follows:

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, right's, liberties, privileges, hereditaments and appurtenances to the same belonging or in anyway appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; ***And also*** all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Releasor both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. ***To have and to hold*** all singular, the premises herein described, together with the appurtenances, unto the Releasee and to Releasee's proper use and benefit forever, free from the lien of the said mortgage.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words “heirs, executors, administrators, personal or legal representatives, successors and assigns” had been inserted after each and every such designation.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their corporate seal to be hereto affixed, the day and year first above written.

WITNESS: _____

_____ _____

STATE OF NEW JERSEY
COUNTY OF

SS:

I CERTIFY that on

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(1) is named in and personally signed this document.

(2) signed, sealed and delivered this document as his or her act and deed.

_____
NOTARY PUBLIC

STATE OF NEW JERSEY
COUNTY OF

SS:

I certify that on

personally came before me and this person acknowledged under oath, to my satisfaction, that:

(1) this person is the Secretary of ,
the corporation named in this document;

(2) this person is the attesting witness to the signing of this document by the proper corporate officer who is , the President of the corporation;

(3) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

(4) this person knows the proper seal of the corporation which was affixed to this document;

(5) this person signed this proof to attest to the truth of these facts.

_____
(Print name and title below signature)

ESTOPPEL CERTIFICATE

The undersigned hereby certifies and acknowledges that the said mortgage is in full force and effect as a valid lien upon the residue of said lands and premises and that there is due on the said mortgage and the bond, note or other obligation secured thereby, the sum of $ on account of principal, together with interest thereon from at the rate of percent per year, that there are no set-offs, counterclaims or defenses against the same, in law or in equity, and that there have been no modifications or other changes in the original terms thereof, except

_____ _____

_____ _____

STATE OF NEW JERSEY
COUNTY OF

SS:

I certify that on

personally came before me and this person acknowledged under oath, to my satisfaction, that:

(1) this person is the Secretary of ,
the corporation named in this document;

(2) this person is the attesting witness to the signing of this document by the proper corporate officer who is , the President of the corporation;

(3) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

(4) this person knows the proper seal of the corporation which was affixed to this document;

(5) this person signed this proof to attest to the truth of these facts.

_____
(Print name and title below signature)