

ASSIGNMENT AND ASSUMPTION OF DEBT WITH RELEASE

I. THE PARTIES. This Assignment and Assumption of Debt with Release (“Agreement”) is effective and created on _____, 20____ (“Effective Date”) is by and between:

Debtor: _____, with a mailing address of _____ (“Debtor”),

Assuming Party: _____, with a mailing address of _____ (“Assuming Party”),

Creditor: _____, with a mailing address of _____ (“Creditor”),

The Debtor, Assuming Party, and Creditor shall each be referred to herein as a “Party” and collectively as the “Parties.”

II. ASSIGNMENT OF DEBT. It is known that the Debtor is indebted to the Creditor, under a separate agreement, for the current principal sum of \$_____, plus any interest (“Debt”).

Under this Agreement, the Assuming Party agrees to assume: (choose one)

- **All** of the Debt.

- **Portion** of the Debt. The Assuming Party agrees to assume \$_____.

The Debt shall continue its repayment in accordance with the terms located in a separate agreement between the Debtor and Creditor.

III. CONSENT FROM CREDITOR. For this Agreement to be legally valid: (choose one)

- Consent is **Required** from the Creditor. This Agreement is contingent upon the Creditor approving and consenting to its terms and conditions. The Creditor shall be required to grant their consent within ____ days of the Effective Date. If the Creditor does not consent or rejects this Agreement, it shall be considered void.

- Consent is **Not Required** from the Creditor. This Agreement is not contingent upon the Creditor to approve its terms and conditions.

IV. ASSUMPTION OF LIABILITIES. The Assuming Party agrees to assume the Debt, which may or may not include, further legal or financial liability. If the Debtor is subject to legal or financial liability, the Assuming Party shall assume its liability, including but not limited to, attorney’s fees and damages.

V. DEBTOR'S RELEASE. This Agreement shall release the Debtor from all liabilities in relation to the Debt, the Creditor, and the Assuming Party.

VI. SEVERABILITY. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

VII. PARTIES' REPRESENTATIONS. This Agreement can be considered void, at any time, if evidence is presented that any Party was not honest, untruthful, or did not negotiate in good faith ("Fraudulent Practices"). Furthermore, if any Party's actions are considered Fraudulent Practices, they may be subject to legal and financial penalties to the fullest of the law.

VIII. GOVERNING LAW. This Agreement shall be governed under the laws located in the State of _____ ("Governing Law").

IX. ADDITIONAL TERMS. _____

X. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both Parties.

Debtor Signature: _____ Date _____

Print Name: _____

Assuming Party Signature: _____ Date _____

Print Name: _____

Creditor Signature (if required): _____ Date _____

Print Name: _____