

Deed of Trust Returned to:

WHEN RECORDED RETURN TO:

Prepared/Received by:

**REQUEST FOR FULL ? / PARTIAL ?**

**RELEASE OF DEED OF TRUST AND RELEASE**

(BY OWNER OF INDEBTEDNESS WITHOUT PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO §38-39-102(3.5), C.R.S.)

\_\_\_\_\_ Date  
 \_\_\_\_\_ Original Grantor (Borrower)  
 \_\_\_\_\_  
 \_\_\_\_\_ Original Beneficiary (Lender)  
 \_\_\_\_\_  
 \_\_\_\_\_ Date of Deed of Trust  
 \_\_\_\_\_ Date of Recording and/or  
 \_\_\_\_\_ Re-recording of Deed of Trust  
 \_\_\_\_\_ County of Recording  
 \_\_\_\_\_ of Recorded Deed of Trust

County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.

TO THE PUBLIC TRUSTEE OF \_\_\_\_\_ COUNTY (The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should grant an interest in the property described in that Deed of Trust.)

PLEASE EXECUTE AND RECORD A RELEASE OF THE ABOVE-DESCRIBED DEED OF TRUST. The indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust as described therein as to a full release or, in the event of a partial release, only that portion of the real property described as: **IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE**

Pursuant to §38-39-102(3.5), C.R.S, in support of this Request for Release of Deed of Trust, the undersigned, as the owner of the evidence of debt secured by the above-described Deed of Trust, in lieu of the production or exhibition of the original evidence of debt with this Request for Release, certifies as follows:

1. The purpose of the Deed of Trust has been fully or partially satisfied.
2. The original evidence of debt is not being exhibited or produced herewith.
3. **The owner of the evidence of debt agrees that it is obligated to indemnify the Public Trustee pursuant to §38-39-102(3.5)(a), C.R.S. for any and all damages, costs, liabilities, and reasonable attorney fees incurred as a result of the action of the Public Trustee taken in accordance with this Request for Release.**
4. It is one of the entities described in §38-39-102(3.5)(b), C.R.S.

\_\_\_\_\_  
Name and Address of Current Owner and Holder of the Indebtedness Secured by Deed of Trust (Lender)

\_\_\_\_\_  
Name, Title and Address of Officer of Current Owner and Holder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

State of \_\_\_\_\_, County of \_\_\_\_\_

The foregoing Request for Release was acknowledged before me on \_\_\_\_\_ (date) by\*

(Notary seal)

\_\_\_\_\_  
Date Commission Expires

\*If applicable, insert title of officer and name of correct owner and holder

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Witness my hand and official seal

**RELEASE OF DEED OF TRUST**

WHEREAS, the above referenced Grantor(s), by Deed of Trust, conveyed certain real property described in said Deed of Trust to the Public Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to therein; and

WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied according to the written request of the current owner and holder of the said indebtedness;

NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged, I, as the Public Trustee in the above-referenced County, do hereby fully and absolutely release, cancel and forever discharge said Deed of Trust or that portion of the real property described above in said Deed of Trust, together with all privileges and appurtenances thereto belonging.

(Public Trustee use only; use appropriate label)

(PT seal)

\_\_\_\_\_  
Public Trustee

\_\_\_\_\_  
Deputy Public Trustee

(If applicable: Notary seal)

(If applicable, Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.))