

Abatement of Litigation Agreement

_____, referred to as PLAINTIFF, and _____, referred to as DEBTOR, agree:

The parties are litigating a disputed matter in the _____, case number _____.

The parties agree that the DEBTOR is indebted to the PLAINTIFF in the amount of \$ _____ (_____ & _____/100 dollars).

DEBTOR shall pay this sum under the following conditions:

The parties agree to abate the litigation under the following terms:

- (a) the case shall not be dismissed for failure to prosecute during the term provided for payment;
- (b) this agreement may be filed by either party if necessary to enforce this agreement;
- (c) in the event that the DEBTOR fails to pay as is agreed, the PLAINTIFF shall be entitled to obtain a judgment for any remaining balance upon ex parte application, the DEBTOR specifically waiving notice of application for judgment and settlement of the form of judgment.

Either party may file this agreement before the Court.

This is the entire agreement between the parties and this agreement may only be amended by a writing executed by the parties hereto.

Dated: _____

_____ By Debtor

_____ By Plaintiff

Abatement of Litigation Agreement

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This is an agreement by debtor to pay a portion of the claim against them in return for the litigation being postponed for an agreed amount of time. If the parties were to agree to a one time payment and dismissal, this would not be necessary. This is an approach taken when the debtor cannot pay the full amount immediately but agrees to pay something. The Plaintiff accepts this kind of agreement to get the money rolling towards them as opposed to more outflow in continued litigation.

1. Make multiple copies. Keep track of all payments carefully so the evidence can be used should the matter wind up back in court because of failure of the debtor to make the promised payments on the schedule agreed to in the document.
2. As a practical matter, if payments are forthcoming, the Plaintiff is often better off accepting delayed payments, with additional interest, than going back to court—after this document has been signed and some payments made by debtor.

Account Assignment, Notice to Debtor

TO: _____

Re: Your account with _____

Your account with _____ has been transferred to _____ ("New Party"). Effective immediately, all payments in regard to this account must be made to _____ at the following address:

Payments made to the old address will be forwarded to the New Party.

Dated: _____

for _____ By Creditor

cc New Party

Account Assignment, Notice to Debtor Review List

This review list is provided to inform you about this document in question and assist you in its preparation. Account Assignment Notice to Debtor is important to implement and is useful way to get prompter collection from late payers as well as giving firms liquidity by signing over these debts to financial companies, and then drawing down advances as negotiated with these financial firms.

1. Make multiple copies. Be sure the New Party gets notice; send one, of course, to the Debtor; and put a last copy in the Debtor's file in your office.

Accounts Receivable, All Accounts

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned assigns and transfers to _____ ("Assignee") the accounts receivable ("Accounts Receivable") as a general and continuing collateral security for payment of all existing and future indebtedness and liability of the undersigned to the Assignee and any ultimate unpaid balance thereof, and as a first and prior claim upon the Accounts Receivable. The undersigned further agrees as follows:

1. The Assignee may collect, sell or otherwise deal with the Accounts Receivable or any part thereof in such manner, upon such terms and conditions and at such time or times as may seem to it advisable and without notice to the undersigned (except as otherwise required by applicable law), and may charge on its own behalf and pay to others reasonable sums for expenses incurred and for services rendered (expressly including legal advice and services) in or in connection with collecting, realizing, selling or obtaining payment of the Accounts Receivable and may add the amount of such sums to the indebtedness of the undersigned.
2. The Assignee shall not be liable or accountable for any failure to collect, realize, sell or obtain payment of the Accounts Receivable or any part thereof and shall not be bound to institute proceedings for the purpose of collecting, realizing or obtaining payment of the same or for the purpose of preserving any rights of the Assignee, the undersigned or any other person, firm or corporation in respect of the same.
3. The Assignee may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the undersigned, debtors of the undersigned, sureties and others and with the Accounts Receivable and other securities as the Assignee may see fit without prejudice to the liability of the undersigned or the Assignee's right to hold and realize this security.
4. All moneys collected or received by the undersigned in respect of the Accounts Receivable shall be received as trustee for the Assignee and shall be forthwith paid to the Assignee.
5. All moneys collected or received by the Assignee in respect of the Accounts Receivable (whether by virtue of paragraph 4 or otherwise) may be applied on account of such parts of the indebtedness and liability of the undersigned as to the Assignee seems best or in the discretion of the Assignee may be released to the undersigned, all without prejudice to the Assignee's claims upon the undersigned.
6. The undersigned shall on request furnish to the Assignee in writing all information requested relating to the Accounts Receivable and the Assignee shall be entitled to inspect the securities, bills, notes, books, papers and other documents or take temporary custody thereof and for such purposes the Assignee shall have access to all premises occupied by the undersigned.
7. The undersigned shall on the Assignee's request do, make and execute all such financing statements, further assignments, documents, acts, matters and things as

may be required by the Assignee of or with respect to the Accounts Receivable or any part thereof or as may be required to give effect to these presents, including, but not limited to obtaining waivers and subordinations of interests in the Accounts Receivable from any persons having a prior claim or interest thereto. The undersigned hereby constitutes and appoints the Assignee the true and lawful attorney of the undersigned irrevocable with full power or substitution to do, make and execute all such statements, assignments, documents, acts, matters or things with the right to use the name of the undersigned whenever and wherever it may be deemed necessary or expedient.

8. The provisions hereof shall go to the benefit of the successors and assigns of the Assignee and shall be binding upon the respective heirs, executors, administrators, successors and assigns of the undersigned.

9. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized overnight delivery service such as FedEx.

If to the Assignee: _____.

If to the Assignor: _____.

10. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

11. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

12. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of _____ and any dispute under this Agreement must be brought in this venue and no other.

13. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

14. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Assignee

Assignor

Date

Accounts Receivable, All Accounts Review List

This review list is provided to help you prepare this Accounts Receivable Agreement. As a practical matter, this document will probably only be used in private transactions since most financial institutions require the use of their own documents. This is done primarily so all agreements for like financial instruments are the same so that the bankers, collectors, and lawyers know down to the comma what their rights and responsibilities are. Having said that, this document can be used effectively to obtain private financing, in a more secure manner, than a straight equity deal. This is especially true since the stock market appears to be going sideways for a while.

1. Make sure both parties sign the agreement in at least duplicate and that you keep an extra copy in both your corporate minute book (this kind of transaction requires Board approval) and in the banking/lending file. As with other key corporate documents, you should consider keeping a third copy in your corporate records at home or at the office.
2. The toughness of this Agreement, and the attendant cost, should make you think twice about accepting this kind of funding versus other forms of lending and equity. If your accounts are solid and pay within specified limits, this type of agreement can work out well (it has for me in the past). However, if chargebacks and disputes play any significant role in your A/R, as they often do in the high tech world, beware of the consequences for traditional A/R lending—which this is. The paperwork requires backing out and accounting for each and every one of these transactions and tend to undermine the confidence of the lender. Chargebacks are poison to them; understood and agreed upon discounts are another matter entirely. Lender like all of the water out of the beef and a clean A/R ledger they can rely on, absolutely, because this is their collateral. Anything other than this is always problematic—as well as time consuming for all parties.
3. Finally, this kind of lending, no matter what the specific agreement, is a time consuming and expensive one to administrate. It usually involves significant management oversight. We are delighted at Simply Media to not need this kind of financing. In sum, this form of lending can give you needed working capital if you really need it. But, it comes with a pretty high price, beyond the actual costs of the interest. Since most agreements are more easily entered than exited, and this one is no exception, carefully and practically review the consequences of relying on this type of financing before engaging in it.

Accounts Receivable, Specific Assignment

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned assigns and transfers to _____ ("Assignee") the accounts receivable listed to in Exhibit A (collectively the "Assigned Accounts") as a general and continuing collateral security for payment of all existing and future indebtedness and liability of the undersigned to the Assignee and any ultimate unpaid balance thereof, and as a first and prior claim upon the Assigned Accounts. The undersigned further agrees as follows:

1. The Assignee may collect, sell or otherwise deal with the Assigned Accounts or any part thereof in such manner, upon such terms and conditions and at such time or times as may seem to it advisable and without notice to the undersigned (except as otherwise required by applicable law), and may charge on its own behalf and pay to others reasonable sums for expenses incurred and for services rendered (expressly including legal advice and services) in or in connection with collecting, realizing, selling or obtaining payment of the Assigned Accounts and may add the amount of such sums to the indebtedness of the undersigned.
2. The Assignee shall not be liable or accountable for any failure to collect, realize, sell or obtain payment of the Assigned Accounts or any part thereof and shall not be bound to institute proceedings for the purpose of collecting, realizing or obtaining payment of the same or for the purpose of preserving any rights of the Assignee, the undersigned or any other person, firm or corporation in respect of the same.
3. The Assignee may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the undersigned, debtors of the undersigned, sureties and others and with the Assigned Accounts and other securities as the Assignee may see fit without prejudice to the liability of the undersigned or the Assignee's right to hold and realize this security.
4. All moneys collected or received by the undersigned in respect of the Assigned Accounts shall be received as trustee for the Assignee and shall be forthwith paid to the Assignee.
5. All moneys collected or received by the Assignee in respect of the Assigned Accounts (whether by virtue of paragraph 4 or otherwise) may be applied on account of such parts of the indebtedness and liability of the undersigned as to the Assignee seems best or in the discretion of the Assignee may be released to the undersigned, all without prejudice to the Assignee's claims upon the undersigned.
6. The undersigned shall on request furnish to the Assignee in writing all information requested relating to the Assigned Accounts and the Assignee shall be entitled to inspect the securities, bills, notes, books, papers and other documents or take temporary custody thereof and for such purposes the Assignee shall have access to all premises occupied by the undersigned.
7. The undersigned shall on the Assignee's request do, make and execute all such

financing statements, further assignments, documents, acts, matters and things as may be required by the Assignee of or with respect to the Assigned Accounts or any part thereof or as may be required to give effect to these presents, including, but not limited to obtaining waivers and subordinations of interests in the Assigned Accounts from any persons having a prior claim or interest thereto. The undersigned hereby constitutes and appoints the Assignee the true and lawful attorney of the undersigned irrevocable with full power or substitution to do, make and execute all such statements, assignments, documents, acts, matters or things with the right to use the name of the undersigned whenever and wherever it may be deemed necessary or expedient.

8. The provisions hereof shall go to the benefit of the successors and assigns of the Assignee and shall be binding upon the respective heirs, executors, administrators, successors and assigns of the undersigned.

9. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized overnight delivery service such as FedEx.

If to the Assignee: _____.

If to the Assignor: _____.

10. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

11. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

12. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of _____ and any dispute under this Agreement must be brought in this venue and no other.

13. Headings in this Agreement

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14. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Assignee

Assignor

Date

Accounts Receivable, Specific Assignment Review List

This review list is provided to help you prepare this Accounts Receivable Specific Assignment Agreement. As a practical matter, this document will probably only be used in private transactions since most financial institutions require the use of their own documents. This is done primarily so all agreements for like financial instruments are the same so that the bankers, collectors, and lawyers know down to the comma what their rights and responsibilities are. Having said that, this document can be used effectively to obtain private financing, in a more secure manner, than a straight equity deal. This is especially true since the stock market appears to be going sideways for a while.

1. Make sure both parties sign the agreement in at least duplicate and that you keep an extra copy in both your corporate minute book (this kind of transaction requires Board approval) and in the banking/lending file. As with other key corporate documents, you should consider keeping a third copy in your corporate records at home or at the office.
2. The toughness of this Agreement, and the attendant cost, should make you think twice about accepting this kind of funding versus other forms of lending and equity. If your accounts are solid and pay within specified limits, this type of agreement can work out well (it has for me in the past). However, if chargebacks and disputes play any significant role in your A/R, as they often do in the high tech world, beware of the consequences for traditional A/R lending—which this is. The paperwork requires backing out and accounting for each and every one of these transactions and tend to undermine the confidence of the lender. Chargebacks are poison to them; understood and agreed upon discounts are another matter entirely. Lender like all of the water out of the beef and a clean A/R ledger they can rely on, absolutely, because this is their collateral. Anything other than this is always problematic—as well as time consuming for all parties.
3. Finally, this kind of lending, no matter what the specific agreement, is a time consuming and expensive one to administer. It usually involves significant management oversight. We are delighted at Simply Media to not need this kind of financing. In sum, this form of lending can give you needed working capital if you really need it. But, it comes with a pretty high price, beyond the actual costs of the interest. Since most agreements are more easily entered than exited, and this one is no exception, carefully and practically review the consequences of relying on this type of financing before engaging in it.

Agreement for Judgment, with Debtor

I, _____, ("Debtor") hereby agree for judgment against me for \$ _____ as of today, _____, to _____ ("Creditor"). I, Debtor, do further agree not to protest any collections efforts, in any Court of law or otherwise, against me for this amount of money, plus accrued interest, and any legal fees, by Creditor, its successors or assigns.

I further agree, not to protest any attachments to any property I own directly or indirectly, in any Court of law or otherwise, for \$ _____ ("Judgment Amount") plus accrued interest and any legal fees incurred by Debtor, its successors or assigns.

This Agreement for Judgment arises out of my default on a Note or Notes for \$ _____, plus accrued interest and legal fees, due on _____.

I, Debtor, do agree to this Agreement for Judgment without any reservations and in consideration of immediate forbearance, for 10 days, on collection for my Note in Default to Creditor. Creditor does hereby agree to accept this Agreement for Judgment in return for Debtor's Agreement to permit entry of a Judgment for the above amount in a Court of competent jurisdiction immediately.

A copy of the original Note or Notes is (are) attached.

Debtor

Creditor

Date

Enc. Copy or copies of the Note or Notes outstanding.

Agreement for Judgment, with Debtor Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This Agreement for Judgment should be used by a Creditor with a Debtor after the Default date under a note has passed. The Creditor benefits by getting the Debtor to waive any contest of the note; the Debtor gains by getting an extension of the collection process; both parties win by cutting down on their legal expenses.

Creditors are advised to move more carefully in the collection process in order to increase the commitment of the Debtor to repayment. This helps a well intentioned Debtor by providing more time; it assists the Creditor by eliminating legal hurdles to perfecting their interests in the assets of the Debtor.

If the Debtor will not sign the Agreement, then move instantly to formal foreclosure for judgment in the appropriate court of law. You should seek legal counsel to execute these tasks and assist in collecting the outstanding judgment, interest, and legal costs due under the original note.

1. Both parties should sign the Agreement. Creditor should maintain the file and keep the originals.

Assignment of Debtor Account, Notice

TO: _____

Re: Your account with _____

Your account with _____ has been transferred to
_____. Effective immediately, all payments in regard to this
account must be made to _____ at the following address:

You will not receive credit for payments made to _____. ALL
PAYMENTS MUST BE MADE TO _____.

Dated: _____

for _____

cc Party to Whom the Payments are to be Sent

Assignment of Debtor Account, Notice

Review list

This review list is provided to inform you about this document in question and assist you in its preparation. This Assignment notice can be used in a variety of circumstances ranging from outright selling a debt or Accounts Receivable, to a host of other circumstances. We recommend you copy the party to whom the payments are sent to fulfill your obligations to them as well as to inform the debtor that this has been done.

1. Mail and fax notices to the debtor. Send a copy to the new party and keep a copy in the file of your transaction with them.

Authorization for Bank to Release Information

Dear Sir or Madam:

You are hereby authorized and directed to release to _____ at _____
all banking information requested by him relating to our Account No. _____,
on this one time basis only.

We would consider it a great courtesy if you would respond promptly to their inquiries.

This shall be your good and sufficient authority for doing so.

With best regards,

Authorized Signer on Account

cc Inquirer listed above

Authorization for Bank to Release Information

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. Sign the original and forward it to the inquirer, so they can include it with their letter seeking information about your account. Keeping all the documents together will expedite the process. Keep a copy of the authorization letter in your file. The inquiry is limited to a one time one. We advise you not give blanket inquiry rights and simply issue a new authorization should you deem it appropriate at a later date.

Bad Check Notice-Final Notice

Date:

Dear Sir or Madam:

Your check # _____, dated _____, drawn by you for \$ _____, and payable to _____ was been returned by your bank or financial institution unpaid. They stated the cause was for insufficient funds.

We requested you replace that check two weeks ago. Time is of the essence for you to do so now; otherwise, we will be forced to sue for collection in Small Claims Court, and you will be assessed those charges as well. Therefore, to prevent this from happening, please replace your check immediately with cash, credit card, or a bank check for the original amount of the check plus the standard return check fee of \$ _____, for a total amount of _____.

After receipt of your replacement payment, we will return your old check. When you make the replacement payment, your old check will be returned to you.

Please forward your payment to the above address. Please either bring your payment to us today or send it out today. Thank you for your prompt attention to this matter of concern to both of us.

Best regards,

Individual or Company Representative

Enc. Copy of Check

Bad Check Notice-Final Notice Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This is, in part, a sales letter. A bad check indicates someone living on the edge. They made an effort to pay but just did not have the financial resources to make good on the payment. This undoubtedly means they are under pressure and squeezed in general. Your letter should encourage them to put you at the top of their list, ahead of other creditors, who may be pressing for payment as well.

Most insufficient fund checks are made good. Therefore, if you play your cards right, you can have the check writer both pay the amount to you and be grateful to you for your reasonableness. This is the card was played out in the last notice. Since you didn't get paid on the first notice, you must now go to plan B, the Final Notice, threatening collection in Small Claims Court.

1. Sign the letter
2. Your debt is now in trouble. You should press quickly for collection now.
3. Use the separate file you kept after the first notice to prepare your Small Claims claim. You should keep several on hand and fill them out in a group, once a month or per quarter, depending on the number of these issues you have. Just the act of filing the claim usually gets the bill collected in just over 50% of the cases. If you must go to court, better to do so with a group of these so you do not spend an inordinate amount of time on them.
4. If this is a larger amount than small claims court allows, then turn the matter over to the police for criminal action at this stage, and replace the wording above to reflect that—if they do not respond in 10 days. If you are concerned about this step, which you may well be, discuss it with your attorney.

Bad Check Notice-First Notice

Date:

Dear Sir or Madam:

Your check # _____, dated _____, drawn by you for \$ _____, and payable to _____ has been returned by your bank or financial institution unpaid. They state the cause was for insufficient funds.

Please replace this check immediately with cash, credit card, or a bank check for the original amount of the check plus the standard return check fee of \$_____, for a total amount of _____.

After receipt of your replacement payment, we will return your old check. When you make the replacement payment, your old check will be returned to you.

Please forward your payment to the above address. Please either bring your payment to us today or send it out today. Thank you for your prompt attention to this matter of concern to both of us.

Best regards,

Individual or Company Representative

Enc. Copy of Check

Bad Check Notice-First Notice Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This is, in part, a sales letter. A bad check indicates someone living on the edge. They made an effort to pay but just did not have the financial resources to make good on the payment. This undoubtedly means they are under pressure and squeezed in general. Your letter should encourage them to put you at the top of their list, ahead of other creditors, who may be pressing for payment as well.

Most insufficient fund checks are made good. Therefore, if you play your cards right, you can have the check writer both pay the amount to you and be grateful to you for your reasonableness. This is the card to play at this stage. If you do not get paid, then go to plan B, the Final Notice, threatening collection in Small Claims Court.

1. Sign the letter. If you know the signor individually, then you may want to jot down a brief note or call them to inform them of the problem. In this instance, you will know better how to proceed. If you don't know them personally, a polite but firm letter usually works best.
2. The beauty of a letter is it provides the recipient a chance to save face by making good on the debt without having to confront you personally. This option is usually a good one for you with a flaky debtor who is up and down, but not a serious problem.
3. Keep the original in a separate file with a copy of the correspondence. If you must file for collection, this gets you ready and prepared in advance. Courts love paper; so collect and docket it.

Bank Loan Agreement

_____, referred to as BORROWER, and
_____, referred to as BANK, agree:

That the BANK shall lend sums of money to the BORROWER from time to time, including:

Principal amount: \$____ (_____/100 dollars)

The initial rate for the loan shall be ____%

The interest rate shall be adjusted every _____ from the closing date of the loan

The first adjustment shall take place on _____

The overall maximum rate for the loan shall be ____%

The rate on the loan shall not be less than ____%

The reference rate used for adjustment shall be _____

The advance made herein shall be evidenced by a promissory note.

The following will be the terms of repayment:

The note shall be due, in full, on _____.

BORROWER assigns to BANK any and all deposits with BANK as additional collateral to BANK. Upon default, BANK shall be entitled to set off the deposits in satisfaction of any sum due to BANK by the BORROWER.

The BORROWER shall not use the proceeds of this loan for household, personal or family obligations.

The BORROWER represents that the loan proceeds will be used for business purposes.

The BORROWER shall maintain a life insurance policy in the following amounts related to the following individuals:

Individuals: _____

Amounts: The principal and interest balance then outstanding on the loan.

The BORROWER shall not be required to obtain the same through BANK and may assign policies from insurers licensed to offer life insurance in the State of _____.

The extension of credit made herein shall be secured by a lien on the following property:

and BORROWER shall execute such financing statements and security interests as BANK may reasonably require from time to time to perfect its security interest.

Dated: _____

Borrower

Bank

Bank Loan Agreement

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This is a straightforward bank loan agreement.

1. Make multiple copies. Give one copy to each related party.

Banking Resolution of Corporation

I, _____, _____ of _____, referred to as corporation, certifies that the following is a true copy of resolutions adopted by the Board of Directors of this corporation at a meeting held on proper notice, a quorum being present, on _____, and that such resolutions are now in full force and effect.

Resolved that the _____ of _____, _____ is designated a depository of this corporation; and

Further resolved, that all drafts, checks, and other instruments or orders for the payment of money drawn against the account or accounts of this corporation with such depository shall be signed by any _____ of the following:

Further resolved, that such depository is authorized to place to the credit of the account, or any of the accounts of this corporation, funds, drafts, checks, bills of exchange, or other property whomever delivered to such depository for deposit for account of this corporation, endorsed with the name of this corporation by rubber stamp, facsimile, mechanical, manual or other signature (and any such endorsement by whomever affixed shall be the endorsement of this corporation), or otherwise endorsed, or unendorsed, provided that if any such draft, check or other property shall bear, or be accompanied by, directions (by whomever made) for deposit to a specific account then such deposit shall be to the credit of such specific account; and

Further resolved, that such depository is directed to accept, and/or pay and/or apply any draft, check, instrument or order for the payment of money, or any proceeds thereof, drawn on such account or accounts when signed as required by these resolutions without limits as to amount, without inquiry, and without regard to the disposition of any such item or proceeds thereof, and such depository shall not be liable in connect therewith notwithstanding that such item may be payable to the order of a person whose signature appears thereon or of any other officer or officers, agent or agents of this corporation, or such item or any proceeds thereof may be used for the personal credit or account of any such person or person with the depository or used in payment of the individual obligation of any such person or persons to the depository or otherwise.

Further resolved, that such depository is authorized to deduct from the accounts of the corporation the regular promulgated service charges and fees for accounts and other services rendered to the corporation.

Dated: _____

Corporation

_____, by its _____ (Office of Signer)

Print Name:

Banking Resolution of Corporation

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This Banking Resolution is required by virtually every bank or financial institution for opening up corporate financial and checking accounts. Doing this in advance of trying to open a banking account will expedite the process and properly formalize the activity.

1. Make multiple copies. Give one to your bank or financial institution in question; put one with your corporate minutes; put another in the file for the bank or financial institution.

Check, Stop Payment

Date:

Dear Sir or Madam:

You are hereby directed to stop payment on the following check under the name:

_____.

Account number: _____

Check number: _____

Amount of the check: \$_____.

Payee of the check: _____

This order is made under and subject to the provisions of Section 4-403 of the Uniform Commercial Code of the State of _____.

I have just cause for this Stop Payment under federal and state laws.

Yours very truly,

Signer on Account

cc File and Payee on Check

Check, Stop Payment Review List

This review list is provided to inform you about the document in question and assist you in its preparation. This Stop Payment of a Check letter is used by an individual or company to notify a bank to stop payment on a check or confirm an earlier conversation to do so.

Anyone with a checking account is guaranteed the right by law the right to order his or her bank to stop payment of a check. This right appears in article 4-403 of the Uniform Commercial Code (UCC) as adopted by each state. Two versions of this law have been adopted by each state over the years, with the later version adding some clarity to the earlier one. The basic rules are):

1. The stop payment order can be given orally or in writing. An oral order is good for only 14 days. A written order (like this letter) is good for six months, unless renewed in writing for another six months, and so on and so on.
2. Since time is critical, fax, hand deliver, and call in your stop payment. Keep evidence of the date of delivery, such as the confirmation receipt from your fax machine, in a file relating to the subject.
3. An effective stop payment request must be timely in order to be honored by the bank. In other words, the order must be given prior to the payee cashing the check. If, however, the bank improperly pays contrary to your order, after proper and timely notice, the bank is liable for your loss.
4. Caution: Stopping payment of a check without good reason can subject you to civil and criminal liability. For example, if you pay Wal*Mart with a check and then stop payment without justification, Wal*Mart can ask that you be prosecuted for passing a bad check and sue you for collection, with damages, in civil court. Make sure you have a good and sufficient reason for stopping payment, such as default by the payee, fraud, failure to deliver the proper goods, or other major problem.
5. Bank fees for this transaction run between \$10 and \$25, as a rule, depending on your bank. Generally, the smaller the bank the smaller the fee. If you are a good customer of a small bank, they may reduce or waive the fee. A large bank will generally just go by their own rules. Period.

Collateral Assignment of Lease

_____, referred to as DEBTOR, and
_____, referred to as SECURED PARTY, agree:

DEBTOR is indebted to SECURED PARTY pursuant to a
_____ dated _____ in the original
principal amount of \$ _____ (_____ & _____/100
dollars); and DEBTOR is the lessor under a lease agreement with
_____, referred to herein as tenant, for a term of
_____ months, for the following described premises:

entered into on _____; THEREFORE,

DEBTOR absolutely assigns to SECURED PARTY, all of DEBTOR's right title and interest in said lease, including all rents, profits or other payments on account of said lease or the occupation of the property. In the event of a termination of the lease described, DEBTOR agrees that any further leases of the same premises, or other receipts from the exploitation of the property shall be assigned to the SECURED PARTY.

DEBTOR herewith covenants:

that DEBTOR is the sole owner of the lease and that DEBTOR has the right to assign this lease;

that the DEBTOR has performed all covenants required to be performed by the lease;

that the DEBTOR has not previously assigned the lease;

that the LESSEE is not in default under the lease;

that the present remaining balance under the lease is
\$ _____ (_____ & _____/100 dollars).

DEBTOR agrees:

that DEBTOR will continue to perform all obligations under the lease required to be performed by the DEBTOR;

that the DEBTOR will make no further assignments of the lease without the prior consent of the CREDITOR;

not to materially change the lease without the prior consent of the CREDITOR;

not to agree to a release of the lessee; termination, buy out or other settlement of the lease without the prior written consent of the CREDITOR;

to irrevocably appoint CREDITOR as its agent to enforce the lease and further authorizes CREDITOR to pursue such legal or other action as may be deemed by CREDITOR to be necessary to protect its interest herein. CREDITOR may, in its sole discretion, enter into a settlement of the lease obligation with the LESSEE and may release the LESSEE on behalf of DEBTOR. DEBTOR agrees that it shall honor such releases.

In the event of a default by DEBTOR in payment or other terms of the
_____, CREDITOR may take possession of the premises,

and manage the same. CREDITOR shall not be liable for any loss sustained by the DEBTOR due to the management of the premises should CREDITOR determine to do so, unless the loss is caused by bad faith, gross negligence or willful misconduct.

Should the CREDITOR manage the premises, if the lease requires the DEBTOR to pay property or other taxes, CREDITOR shall withhold sums sufficient from the rental or other payments to amortize and pay the taxes.

Any net profits after expenses incurred by CREDITOR in managing the premises shall be applied to the obligation secured hereby.

This agreement provides an additional right, cumulative to all other rights, if any, possessed by the SECURED PARTY, and the SECURED PARTY shall retain all other such rights.

Dated: _____

Creditor

Secured Party

Collateral Assignment of Lease

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This document is another that provides a creditor with additional collateral to either extend credit or forebear from foreclosing on a debt.

1. Make multiple copies. Give one to each signatory. Keep one copy with the transaction file.

Collection Agency Agreement

_____, referred to as AGENCY and
_____, referred to as CLIENT, agree:

AGENCY represents that it is properly licensed, bonded, with a capable and trained (if required) staff of collectors, and can effect reasonable and lawful effects to collect accounts receivable of CLIENT.

CLIENT shall provide to AGENCY, from time to time, accounts receivable to collect. CLIENT represents that any accounts which it turns over to AGENCY are legally due and owed. CLIENT shall provide upon request to AGENCY source documentation for any and all accounts due, and, verification of any balance due.

AGENCY shall at all times conduct collection activity on behalf of CLIENT in compliance with all lawful regulations and laws and shall hold CLIENT harmless from any claims related to unlawful collection activity. A periodic report of the status of all collections shall be provided to CLIENT by AGENCY at least every _____.

AGENCY shall receive a fee of ___ percent from all sums collected on behalf of CLIENT. AGENCY may deduct from sums collected its fee; however, all sums which are due to the CLIENT shall be held in a separate trust account. In the event that a debtor returns merchandise, the value for the purposes of the agreement shall be the net sales price received for the same, or if the merchandise is accepted by CLIENT, ___ its wholesale value.

CLIENT shall be entitled to, either itself or through designated agents, auditors and accountants, conduct audits of the books and records of AGENCY to verify accountings.

CLIENT shall be entitled to withdraw accounts once assigned from AGENCY, however, if any collections are made as related to such accounts shall be reported to AGENCY, and the AGENCY fee paid.

AGENCY shall be responsible for all expenses related to its collection efforts, other than court costs and attorneys' fees, if suit is authorized, and expenditure is approved for court costs and attorney's fees. Any suit fees or court costs shall be approved in writing prior to their expenditure.

Dated: _____

By Client

By Agency

Collection Agency Agreement

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. Signing this agreement establishes the agreement between the parties and prevents any confusion as to the particulars of collections and payments to the parties.

1. Make multiple copies. Give one signed original to each party.

Credit Card, Negotiations for Better Terms

Name on Account:

Account Number:

Dear Customer Services Representative:

This letter serves as notification of my refusal of the new terms offered by you in connection with my credit card. Please cancel my credit card unless you will do the following: _____

I will assume that the account has been closed unless I hear that you have modified your terms as requested above.

Thank you for your good services to date, which have been much appreciated.

Please let me know of your decision at your earliest convenience but without disrupting your normal review process timetable.

Best regards,

Writer

Credit Card, Negotiations for Better Terms

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This letter is an attempt to negotiate better terms with your Credit Card company. As with most negotiations (see also our Negotiations Handbook disc), your most promising approach is to narrow your focus. In this case, you should either ask for an elimination or reduction of the annual fee or a lower interest rate on unpaid balances. To ask for both is to risk getting neither. The best way to eat the elephant is one bite at a time. If you focus on one item, and get it this year, ask for the other one next year. Credit card companies, as with most suppliers, are apt to accept small concessions, one at a time. This one may be small enough to be discharged by the first level of order clerk. If so, you will probably get it. Then, take the same tactic next year and perhaps you can get that as well. As Wall Street says, "Be a bear, be a bull, but don't be a pig!"

Credit Denial Notice

Dated: _____

Dear _____:

Pursuant to the Fair Credit Reporting Act, we are required to notify you that we have declined your application for _____.

We have declined the application based on information contained in a consumer report obtained from _____, _____, and _____.

Pursuant to the Fair Credit Reporting Act, you may obtain the full disclosure of the nature and substance of the information concerning you on file with the credit-reporting agency. Proper identification may be required to obtain this.

Please contact _____ for further information.

Denier of Credit

Credit Denial Notice

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. You are entitled to deny credit with no cause, for facts uncovered in credit histories, but not for prejudicial purposes. People denied credit are entitled, by law, to this notice and similarly by law to receive any reports from credit agencies you may have used to make your determination. Businesses are not entitled to any of the above although some vendors provide this kind of letter as a courtesy.

1. Make multiple copies. Send one to the person denied credit. Keep one with the transaction file, should you retain one. Keep a copy in a general credit denial file.
2. Mail or faxing is sufficient notice. Time is not of the essence in this kind of notification though prompt responses are always sensible to do.

Credit Reference

Date:

Dear _____:

As we discussed on the phone today, please send a credit reference to: _____ and a copy to us.

For your reference:

Name on our account with you:

Our account number is

Please contact let me know if you have any questions or need any additional information.

Thank you for your prompt attention to this request.

Best regards,

Signer

Credit Reference Review List

This review list is provided to inform you about the document in question and assist you in its preparation. Keeping a collection of good credit references is always a good idea. It is especially important in business situations. The best way to initiate one of these requests is when a vendor or supplier "wants" something from you. Then ask for it.

Keep a file of credit references for use when required. Follow-up by phone, not letter. Remember you are not dunning them. You are "asking" them. As a business, you should do this in an orderly manner at least once a year. When you review the reports, you will know whom to use.

Creditor, Objection to Debtor Offset

Date:

Name of Debtor (Person Owing Debt)

Address:

Dear Sir or Madam:

We acknowledge receipt of your check tendered in the amount of \$_____, which we accept as payment against your overdue balance of \$_____, without acknowledging any of the conditions attached to your payment.

Please remit the balance of \$ _____ prior to _____ (Date) to avoid further charges.

Yours very truly,

Authorized Employee or Individual

Creditor, Objection to Debtor Offset Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This letter is intended to object firmly to a notation, comment, or other written item on the face of a check objecting to the charges and stating unilaterally that this is in final settlement of the charges due.

To be effective, this kind of letter must be sent promptly and followed up clearly. If this is a unilateral offset by creditor, debtor should be able to collect as long as the debtor is solvent. If, however, the creditor discussed a payment with debtor, but did not in the end agree to one, the debtor has the potential to cloud the matter in court. If the creditor in fact made an offer as suggested by debtor, then the offer should be accepted and this letter not sent—though some creditors might be tempted to try to “get away” with it.

All of this is one reason why written correspondence of all kinds is better for both parties if they intend to meet their obligations. Oral conversations are best for defendants seeking wiggle room (e.g., “but he said....” and so on and so on). Be so advised about the business practicalities when engaging in this kind of transaction.

Having said this, a personal signature at the bottom of the letter is advised. You should also start a file on the debtor to anticipate further problems and have your records in order. This letter clearly puts the balance back into the “due” column and therefore should be attended to as if it were never objected to by debtor. Proceed accordingly.

Debit Your Account, One Time Authorization

Date:

Dear Sir or Madam:

You are authorized and directed to debit our Account, named _____, with our Account number: _____, for \$ _____ for a one time payment, payable payable to: _____ (Name), at _____ (Bank), with account number _____ and ABA Routing Number _____. Please charge our account any fees to accomplish this transaction.

This shall be your good and sufficient authority for doing so.

Best regards,

Authorized Signer of Account

cc Recipient of debit

Debit Your Account, One Time Authorization Review List

This review list is provided to inform you about this document in question and assist you in its preparation. Debiting accounts has become a quick way to transfer funds to pay obligations and can bring advantages to both parties. Be sure the signer is an authorized signer of the account being debited. You are advised to use the same form, signed by the same person, to expedite this at your Bank. After they get to know you, the Bank will often accept a faxed notice versus a hand delivered one. You do not need a witness since you do not need one for a normal bank check.

Debit Your Account, Repetitive Authorization

Date:

Dear Sir or Madam:

You are authorized and directed to debit our Account, named _____, with our bank account number: _____, for \$ _____ for a monthly payment to be made on the 15th day of each any every month until you are notified otherwise in writing, the payment being payable to: _____ (Name), at _____ (Bank), with account number _____ and ABA Routing Number _____. Please charge our account any fees to accomplish this transaction.

This shall be your good and sufficient authority for doing so.

Best regards,

Authorized Signer of Account

cc Recipient of debit

Debit Your Account, Repetitive Authorization Review List

This review list is provided to inform you about this document in question and assist you in its preparation. Debiting accounts has become a quick way to transfer funds to pay obligations and can bring advantages to both parties. Be sure the signer is an authorized signer of the account being debited. You are advised to use the same form, signed by the same person, to expedite this at your Bank. After they get to know you, the Bank will often accept a faxed notice versus a hand delivered one. You do not need a witness since you do not need one for a normal bank check.

If you establish a regular and repetitive debit authorization system, your payee may grant you an additional discount. Consider taking advantage of it and, at a minimum, inquire to see if you can negotiate such a discount in return for this highly predictable and regular payment method.

Debt Compromise Agreement

_____, referred to as CREDITOR and _____, referred to as DEBTOR, agree:

CREDITOR, hereby agrees to compromise the indebtedness due the CREDITOR on the following terms and conditions:

1. The Creditor and the Debtor agree that the present debt due is \$ _____ (_____ & ____/100 dollars).
2. The parties agree that the Creditor shall accept the sum of \$ _____ (_____ & ____/100 dollars) as full payment on said debt and in complete discharge of all moneys due, provided the sum herein shall be promptly paid in the following manner: _____
3. In the event the Debtor fails to promptly pay the compromised amount, the undersigned creditor shall have the right to prosecute its claim for the total debt due under Paragraph 1 less any payments made.
4. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Signed and sealed this ____ day of _____, 20__.

_____ By Creditor

_____ By Debtor

Debt Compromise Agreement

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. Get this document in place prior to sending money to a creditor. A creditor is well advised to get this document in place before finalizing an agreement.

1. Make multiple copies. Give one to each signatory.

Debt Settlement Letter, from Debtor

Date:

Settlement Talks Only

Name of Creditor (Person to Whom Debt is Owed)

Address:

Dear Sir or Madam:

I refer to our recent discussion, pursuant to which we disputed the amount being claimed by you in relation to our alleged outstanding balance or bill with you.

You offered to settle the matter in full for \$ _____, of an originally claimed amount of \$ _____. In addition, you also agreed to acknowledge that this settlement would extinguish any debt we owed you as of the date of your receipt of that sum.

We have not received your confirming offer to do this in writing. Please forward it at your earliest convenience.

By accepting such payment, you are deemed to have accepted the same in full satisfaction of such obligation, and we will accordingly be able to rely on that representation and consider the debt to be satisfied in full.

Our discussion above does not prejudice any rights we may have against you for the various reasons outlined to you before and others not discussed yet. In addition, this settlement discussion is done in good faith and therefore does not prejudice our rights.

Best regards,

Debtor (s)

Debt Settlement Letter, Debtor Review List

This review list is provided to inform you about the document in question and assist you in its preparation. Early efforts to settle a debt, especially with an offer of a 100% payout of the reduced sum, often result in big savings for the debtor as well as extinguishing a nasty dispute. The challenge is to avoid being trapped by sending in money in settlement that the debtor then claims is only for balance reduction. The way to avoid this is to require a clear settlement offer from the creditor prior to tendering the money. Also, you are always on stronger ground if they draft the agreement because they then have more of the burden of proof on them, as the drafter, than you do, as well as they are more comfortable, as a rule, with their own documents.

Debt reduction negotiations depend largely, as in most negotiations, on how strong the other side's hand is. If they have good security, you cannot do much but you usually can do 10% to 20%. If they have no security, and are concerned about you as a credit risk, they may be willing to take a discount of 25% to 50%, or more. The other factor in the equation is "when" to make your pitch for a reduced offer. Generally the company credit people themselves are unwilling to do this though they will turn it over, often, to contingency credit people who will take a third off whatever is collected plus offer you a reduced amount.

In our experience, you can try with the original holder but remember you will get another crack at it with the collection people they assign the case to. As with all negotiations, it is a matter of how good you are at it and your ability to settle at a reasonable number for them as well as yourself.

1. The term "settlement talks only" has a specific meaning to most lawyers and collection people. Courts like settlement talks. If you say this is for Settlement Talks Only, most courts will not want to review the letter and, most importantly, not let the other side abuse you with it, if it comes down to trial. This is as much a custom as a legal fact or theory; therefore, you cannot rely on it absolutely but it should be at least somewhat helpful.
2. The other language is constructed so you do not get trapped into paying the settlement amount and then be dunned for the balance. The best way to achieve this is to get them to send you the offer themselves.
3. Many collection people try to whip up emotions to get you going and embarrass you into paying. This is a business for them. If they use this approach, it is only a tactic. Do not be put off. Don't argue. Just be firm about what you can and cannot do. In this case, being weak is to come out better (that is, with a lower settlement percentage). Remember, they get paid on commission, as a rule, unless you are dealing with in-house people (and even then many do), so time is money for them. Interestingly, there is more pressure on them to go down to the final limit of their discount authority—than there is for you. If you gauge this correctly, you can estimate pretty well when they get there. Then you need to take the offer, if you can, and pay it. See our Negotiation Handbook disc, with various role playing scenarios and text, for more information on how to deal with negotiations—an always challenging subject!

Debtor Request for Certified Statement from Secured Party

TO: _____

Attention: _____

FROM: _____

Attention: _____

Dated: _____

Pursuant to Section 9-208 of the Uniform Security Code, _____, as debtor, requests that the Secured Party, _____, provide:

A statement of account, indicating the aggregate amount of unpaid indebtedness as of _____. Approval of the following statement of collateral as constituting a correct statement of the collateral claimed by Secured Party as of _____.

See Exhibit "1" to this form.

The statement above is (check one):

☐ Accepted as correct

☐ Incorrect, our corrections or response are attached hereto

Dated: _____

_____, by:

An Authorized Officer

Title: _____

_____, by:

An Authorized Officer

Title: _____

Debtor Request for Certified Statement from Secured Party Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This is request from a debtor to secured party to certify the exact amount then due from debtor. This is useful for a variety of reasons, among them for the benefits of your financial statements and your auditors, should you have them.

1. Make multiple copies. Put one in your financial file, another in the secured party's file, and the other in a follow-up file.

Debtor, Partial Payment on Account

Date:

Dear Sir or Madam:

I have received your demand for payment regarding: _____.

Enclosed is a payment of \$0.00 to be applied to the balance and in partial satisfaction of your claim. I apologize for not being able to make the entire payment today because of financial circumstances beyond my control. However, I wanted to get off this partial payment immediately to demonstrate my commitment to discharging this debt.

Rather than wait to put a whole plan together, I sent this payment today. Next week, or shortly thereafter, I will forward you my next payment along with a plan to discharge the entire balance.

Thank you in advance for working with me so we can both get this matter dealt with as promptly and expeditiously as possible.

Best regards,

Debtor

Enclosure: Check & Bill

Debtor, Partial Payment on Account

Review List

This review list is provided to inform you about the document in question and assist you in its preparation. If you intend to make full payment with out objection, you are usually best off to make at least the first payment prior to negotiating terms with the creditor. In fact, there is a strong argument that you should make several payments and wait for them to contact you if they wish to accelerate the process. Many credit managers will let the matter slide if you make a reasonable effort to discharge the debt. Some will contact you. Others will be happy to see you are in the paying habit and will not disturb your own self-administered payment plan.

Demand for Additional Collateral

DEMAND FOR ADDITIONAL COLLATERAL

Pursuant to the security agreement entered into between the parties on _____, the secured party deems itself insecure, and demands that you provide additional collateral with a value of \$_____(_____ & ____/100 dollars) no later than _____. The repayment of the security agreement may be accelerated if such collateral is not provided by that time.

Dated: _____

_____ By Secured Party

Demand for Additional Collateral Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This Demand for Additional Collateral can help the creditor improve their security position as well as provide the debtor more time to repay the loan. This can radically improve the probability of improving the collection percentage of the creditor as well. We strongly recommend taking this approach after payment problems have been incurred but prior to other court filings.

1. Make multiple copies. Send one to the debtor by mail, another by fax, and keep copies in the related files of the creditor.
2. In any settlement and/or court dealings in the future, this good faith step will be held in favor of the creditor for trying to act in good faith and be reasonable. Similarly it can be used by the debtor to avoid extra damage awards (in states such as Massachusetts that provide them, on occasion, under statutes such as their 93A clause) by their good intent by providing the collateral additions. However, notwithstanding that, this is definitely a document that best serves the purposes of the creditor.

Deposit, Forfeit due to No Delivery

Date:

Customer Name:

Customer Address:

Dear: _____ Ref: _____ Purchase _____ of _____.

On _____(Date), you purchased from us _____, signed a contract for them, and gave us a nonrefundable deposit for \$ _____.

Per your written instructions, we prepared the goods immediately and have repeatedly tried to contact you for you to take delivery of them. However, you have not responded to our repeated attempts to contact you.

Please be advised that under the conditions of your signed agreement, that unless we receive your written confirmation that you wish to take delivery of the goods within ten (10) days of the date of this letter, we will apply the deposit to our liquidated damages under the contract. We will thereafter consider this matter closed and your deposit forfeited according to the term of your contract.

Yours very truly,

Your Company or Business Name

Deposit, Forfeit due to No Delivery

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. The purpose of this letter should be to get the customer to accept delivery of the product or service you offer. If you are in the habit of requesting a deposit before beginning work, you are well advised to use a contract, even a very short one, to indicate that not accepting custom goods or services in a timely manner after preparation will lead to the forfeit of the deposit as liquidated damages.

1. Be sure to sign the letter in the original and provide a clear direct phone number so they can contact you to arrange for prompt delivery.
2. If you are dealing with a corporation, you are still in the area of business commerce and have fewer challenges that can be brought against you for forfeiting their deposit.
3. If you are dealing with a consumer, each state has different consumer protection laws, which stand between you and having this forfeiture denied by a Court of competent jurisdiction. Therefore, the best outcome is to get acceptance of the goods or services by the consumer.
4. Deposits are always a tricky business because they indicate good faith on the other side and, of course, if nothing has been delivered yet, they stand on firmer ground—as is the case here.
5. In sum, this is a situation where negotiations, not the law, usually take precedence in the ultimate resolution. There are some companies that make quiet a sum of money in the forfeited deposit business (e.g., inexpensive furniture chains). However, it is a treacherous and usually short-lived business cycle for those that do this as a regular habit.
6. In sum, as Stephen Covey says in his book on habits, “Keep the end in mind.” Try to encourage the customer to take delivery of the goods or services.

Discharge of Guarantor

For \$ _____ and other good and valuable consideration, _____,
CREDITOR, releases _____, GUARANTOR from that
certain a guarantee agreement related to _____ owed by
_____ to CREDITOR dated _____.

Dated: _____

By Creditor

Discharge of Guarantor

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. As a guarantor, you can seek discharge on a variety of grounds. Sometimes a modest direct payment will get you off the overall guarantee. It is well worth getting in any case. Often, the guarantor can get reimbursed in whole or in part by the party they made the guarantee for. This is a matter of negotiation, best handled with the original loan and guarantee documents.

1. Make multiple copies. Give one to each party. Keep one in your home safe and with your financial papers.

Estoppel Letter

TO: _____

REGARDING: _____

Property located at: _____

The balance due upon this mortgage as of _____ is \$ _____
(_____ & ____/100 dollars). The per diem is \$ _____
(_____ & ____/100 dollars). The mortgage was last paid on
_____.

The figures in this estoppel are effective until _____.

Funds should be wired to: _____ Name of Account, _____ Bank,
_____ ABA #, _____ Account Number.

Fax a copy of your wire instructions to: _____, Attention: _____.

Dated: _____

For: _____

Owner

By: _____

Lender

As: _____

Estoppel Letter

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. An estoppel letter is to determine payoff amounts at a closing or sale of a property. Both private and public lenders provide these as a matter of course. These can also be used for corporate banking situations when acquirers and/or lenders take out old loans.

If you are in a such lending situation, this document formalizes the process and will assist the escrow agent, attorneys, or whomever else is handling the transaction to handle it appropriately and deliver you your funds.

1. Make multiple copies. Give a copy to each related party. Keep one with the transaction file.

Guarantee, Termination

To: _____ (Holder of Guarantee)

Dear _____:

This notifies you formally of our termination of our Guarantee, effective immediately, related to our Guarantee, a copy of which is enclosed, and was given to you by us pursuant to which we guaranteed the ongoing obligations of _____ (Name).

Please accept this letter as formal notification to you that I am terminating all future obligations under the Guarantee effective as today's date, under this Guarantee and any other (s) you may be holding relating to this matter.

This termination notice is given to you in accordance with the terms and conditions of the Guarantee.

Yours very truly,

Maker of Guarantee

Date: _____

cc Person or Entity whose obligations were guaranteed.

Exhibit 1: Copy of Guarantee

Guarantee, Termination Review List

This review list is provided to inform you about the document in question and assist you in its preparation. Terminating your guarantee only limits your liabilities from the date received by the party who has your guarantee. Therefore, you must send it by registered mail, by courier with signature required, or by a recognized overnight delivery service by a firm such as FedEx.

You should only take this action if you believe the party whose debt you are guaranteeing will continue to make payments against the guarantee outstanding and the party holding the guarantee will not just use this to call the debt and therefore put you back in the same place you were before, except matters may be even worse now if you have triggered a default on the matter.

These terminations are usually used by principals in businesses who no longer have those roles and whose guarantees were secondary, or good faith, guarantees of the debts in question. In these instances, the Termination can be very helpful over the long term to extricate you from these contingent liabilities. I have made use of this approach effectively in the past when selling a business or transferring management roles to another party.

The key cautionary note is to avoid taking this action if you believe it will trigger a default which, in turn, will weaken the original party and put your guarantee front and center for collection by the holder of your guarantee. Watch out for this boomerang problem.

Guarantor, Final Letter trying to Collect

Date:

Name & Address of party written to

Dear Sir or Madam:

We wrote you 3 weeks ago notifying you we are the holder of your Guaranty of the debts and obligations of _____ (Name of Person) whose debts are being Guaranteed ("Debtor") to us in the amount of \$_____, a copy of which is enclosed.

The Debtor has defaulted in payment to us. In accordance with the terms of the Guaranty, we hereby demand payment in full of the outstanding debt in the amount \$_____, together with interest thereon at the rate of ____ Interest as provided for in the Agreement, from this date forward.

We are sorry the matter has reached this stage but find no alternative since we are unable to collect these funds from the debtor. We were willing to discuss payment plans but you did not respond to our offer. Therefore, we are now required to turn this matter over to our collection attorney, an expensive matter for you since our attorney will be paid for by you, per the attached guarantee.

Please note we are obligated by law to inform you any information received will be used to collect this debt.

If you wish to reconsider your position, and avoid additional legal, interest, and penalty charges, and they will mount up fast, please contact us immediately.

If we do not hear from you in 10 days, we turn this over for to our lawyer to reduce this debt to a Court Judgment to be enforced against the original debtor and yourself.

Yours very truly,

Authorized Employee or Individual

cc Original Debtor or Debtors

Guarantor, Trying to Collect from Review List

This review list is provided to inform you about this document and assist you in its preparation. Collecting money is more a sales function than anything else. However, this letter goes out when the party has not responded to your first letter. Since they are stonewalling it, you can now move quickly through the collection process knowing you tried your best to collect in a more amicable fashion.

If you have started this process early in the default stage, then the guarantor may still respond on this second notice. It is our advice that you wait another 14 days, and then proceed expeditiously since you can always have your collection agent or lawyer settle the matter as the process unwinds.

1. Be sure you include the legal warning that all information received will be used to collect a debt. Be sure to orally advise them if you speak with them.
2. Sign the letter and mark 14 days off to send a second demand letter (14 days provides a little extra time for the mail and delays).
3. We recommend the person handling the matter sign the letter personally and include a direct phone line and extension as applicable. The personal touch gets money in the door, in our experience, as well as being a politer way of operating.

Guarantor, Letter trying to Collect From

Date:

Name & Address of party written to

Dear Sir or Madam:

We are the holder of your Guaranty of the debts and obligations of _____
(Name of Person) whose debts are being Guaranteed ("Debtor") to us in the amount of
\$ _____, a copy of which is enclosed.

The Debtor has defaulted in payment to us. In accordance with the terms of the
Guaranty, we hereby demand payment in full of the outstanding debt in the amount
\$ _____, together with interest thereon at the rate of ____
Interest as provided for in the Agreement, from this date forward.

We are sorry the matter has reached this stage but find no alternative since we are
unable to collect these funds from the debtor. We would be delighted to consider
working out a payment plan if you, and with your persuasive powers with the debtor,
need to do so separately or together.

Please note that while we would like to discuss this matter with you in depth we are
obligated by law to inform you any information received will be used to collect this debt.

As you undoubtedly know, the attached guarantee provides for our being able to collect
our legal and collection costs in this matter. Therefore, it is in your interest to pay us
immediately, cause us to be paid by the original debtor, or work out a solid payment plan
immediately.

Please contact us immediately to advise us of whether you will pay the demand in full or
request another payment plan. If we do not hear from you in 15 days, we will be forced
to place this for collection in the first of several steps to reduce this debt to a Court
Judgment to be enforced against the original debtor and yourself.

You can reach us at the above number on the letterhead.

Yours very truly,

Authorized Employee or Individual

cc Original Debtor or Debtors

Guarantor, Trying to Collect from Review List

This review list is provided to inform you about this document and assist you in its preparation. Collecting money is more a sales function than anything else. This is especially true in your first contact with the "other side." In this case, this is the first direct letter to the Guarantor, giving them the bad news that they may have to come through and pay the debt for the party they guaranteed if for.

Since you only have one chance to make a first impression, it is important to use it wisely here. You have substantial legal leverage with a guarantee to back up any threats you wish to make later. On your first contact, however, we strongly recommend you try to encourage payment as opposed to launch a hardball attack on the other side. First, the Guarantor will be mad at the nonpaying debtor. You can use that to your advantage and encourage them to help you collect the debt from the debtor so they do not have to do so.

The best way to achieve this is to get this initial letter out early in the collection process. In other words, get the letter out to the guarantor before the debt is very late and while small payments can bring it current and possibly get it reinstated, depending on your circumstances and the credit standards of your company, or yourself personally.

Another reason for a more friendly approach is that collection agents and lawyers have pursued debts more vigorously in the last decade than ever before, with a more varied approach and with hardball tactics. Debtors have been worn down by the process and are quick to seek bankruptcy protection, as the increasingly caseload shows. You don't want to drive them there and you don't want them to be immediately in that total adversary position with you. We recommend you initially try to get them back on a paying basis.

1. Be sure you include the legal warning that all information received will be used to collect a debt. Be sure to orally advise them if you speak with them.
2. Sign the letter and mark 21 days off to send a second demand letter (21 days provides a little extra time for the mail and delays).
3. We recommend the person handling the matter sign the letter personally and include a direct phone line and extension as applicable. The personal touch gets money in the door, in our experience, as well as being a politer way of operating.

Judgment Assignment

_____, referred to as JUDGMENT HOLDER, and _____, referred to as ASSIGNEE, agree:

On _____, JUDGMENT HOLDER recovered a judgment against _____, in the _____, case number _____, in the original principal amount of \$_____ (_____ & ____/100 dollars).

JUDGMENT HOLDER assigns said judgment to ASSIGNEE without recourse or guarantee of payment.

JUDGMENT HOLDER agrees to execute any further documents which may be required to perfect this assignment.

Dated: _____

_____ Judgment Holder

_____ Assignee

cc Party against whom the Judgment is held

Judgment Assignment Review List

This review list is provided to inform you about this document in question and assist you in its preparation. We recommend you copy the party whom the judgment is held against to help promote collection. This is a strictly tactical decision based on the strategy worked out between the Judgment holder and the new Assignee.

1. Make multiple copies for your records.

Letter of Credit Agreement

Date: _____

LETTER OF CREDIT (GENERAL)

Sir:

We hereby agree to accept and pay at maturity any draft or drafts on us, at sight, issued by _____, of _____, to the extent of \$ _____ (_____ & _____/100 dollars), and negotiated through your bank.

Most respectfully yours,

_____ by: _____

Letter of Credit Agreement

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This is a standard letter of credit agreement.

1. File with the appropriate bank to effect the transaction. Then keep copies in the appropriate related files.

Loan Purpose, Affidavit

The undersigned being first duly sworn on oath deposes and states:

That the proceeds of the loan of \$_____ (_____ & ___/100 dollars), being
furnished us this _____ day of _____, 20____, from

Will be used for:

_____ and for no other purpose.

Subscribed and sworn to this _____ day of _____, 20__ under pains and penalties of
perjury.

Notary

My Commission Expires on:

Loan Purpose, Affidavit Review List

This review list is provided to inform you about this document in question and assist you in its preparation. Loan purpose affidavits are required for certain loans. The purpose relates to the rates provided for certain activities, governmental and banking regulations, and similar such things.

1. Make multiple copies. Give one to the lending institution; keep one in the transaction file. Be sure to get the document notarized as provided for in the paperwork above.

Mortgage Broker Agreement

_____, referred to as BROKER, and the estate of _____, referred to as CLIENT, agree:

Client is desirous of obtaining a mortgage loan on the following terms:

Loan to be secured by the following described real property:

Minimum amount of loan: \$ _____ (_____ & ____/100 dollars)

Maximum amount of loan: \$ _____ (_____ & ____/100 dollars)

Maximum interest rate as an APR under regulation Z: _____%

Repayment terms: _____

Personal guarantees: _____

Other terms: _____

BROKER shall act as the exclusive broker for CLIENT in obtaining the mortgage described above for ____ months from the date of execution of this agreement.

Upon obtaining a loan conforming to the specifications set forth, BROKER shall be entitled to a commission of _____% of the principal amount of the loan of the loan.

During the term of this agreement, CLIENT agrees that it will:

keep the property insured for a minimum amount of \$ _____ (_____ & ____/100 dollars); to keep the premises in good repair; to inform the BROKER immediately of any change in rent rolls (if the premises are rented); to provide all reasonable cooperation requested by BROKER.

CLIENT agrees to provide upon BROKER's request:

financial statements or information regarding CLIENT and any co-signors proposed; bona fide loan processing fees requested by entities seeking to provide loans to CLIENT, not exceeding \$ _____ (_____ & ____/100 dollars) without the prior permission of the CLIENT.

BROKER shall give reasonable and regular status reports to CLIENT regarding all relevant developments during the period of this agreement to CLIENT.

BROKER and CLIENT shall mutually non-disclose any information provided by one another and shall take all reasonable steps to non-disclose the information provided to one another.

Dated: _____

Broker

Client

Mortgage Broker Agreement

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This is standard brokerage agreement that applies to a mortgage broker.

1. Make multiple copies. Give one to each signatory. Keep one with the transaction file.

Mortgage Commitment Letter

Effective: _____

Expires: _____

Amount: \$ _____

_____, described herein as LENDER, agrees that it will lend the sum of \$ _____ to _____, described herein as BORROWER, subject to the following terms and conditions:

1. Delivery of marketable title and title insurance. _____ prior to closing shall deliver a mortgagee title insurance binder from a licensed title insurer, acceptable to LENDER, which will provide for the issuance at closing of a policy providing that the title is marketable, and free of all liens or charges other than current taxes and:

Borrower shall provide a current survey by a licensed surveyor showing no encroachments or defects.

A current building inspection report from a building inspector acceptable to LENDER showing no major structural defects. For purposes of this section, major shall be defined as requiring repair and being more than 3% of the purchase price.

This condition may be waived upon escrowing of sufficient funds at closing to be used to correct the described defects, which sums shall then be expended to complete the needed corrections.

That the zoning or other land development restrictions imposed by lawful authority shall permit use of the parcel as _____.

Credit life insurance sufficient to make monthly payments during a period of disability. If an amount is specified, credit life insurance is available from LENDER: _____. If no amount is specified credit disability insurance is not available from LENDER. In any event, credit life insurance if available from LENDER is not required to be purchased by BORROWER as condition of obtaining this extension of credit: you may either purchase through an insurance agency of your choice, or assign an existing policy.

Credit disability insurance sufficient to make monthly payments during a period of disability.

If an amount is specified, credit disability insurance is available from LENDER: _____. If no amount is specified credit disability insurance is not available from LENDER. In any event, credit disability insurance if available from LENDER is not required to be purchased by BORROWER as condition of obtaining this extension of credit: you may either purchase through an insurance agency of your choice, or assign an existing policy.

At the time of funding this commitment, the BORROWERS shall have experienced no material adverse change in employment.

That the following individuals execute a guarantee of prompt repayment of the loan in the form customarily used in this area for the same:

The furnishing by the borrower of an appraisal from an appraiser acceptable to lender showing a loan to value ratio of at least ____%.

The commitment is further subject to the following additional terms:

Interest Rate (APR): ____

Loan Term: _____

Points to be paid at closing by BORROWER: ____

If an amount is included below, PMI (Private Mortgage Insurance) is also required:

If a date is stated below, the loan will balloon at that time:
_____, and the principal balance at that time will equal \$
_____.

Other fees due at closing:

_____.

Dated: _____

LENDER
by an authorized officer

Mortgage Commitment Letter

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This is a standard mortgage commitment letter than can be used by any private or public lending group or institution. It specifies the terms and conditions of the agreed upon loan so a closing on the property in question can be set up and arranged between the various parties.

1. Make multiple copies. Keep one with the transaction file. Give one to each related party.

New Payment Amount Notice

Under your _____ agreement, the interest rate on your debt is adjusted _____. The rate for the period beginning _____ is _____ percent per annum.

Your payment beginning _____ will be \$_____ (_____ & _____/100 dollars).

The payment address remains the same, as it appears on this letterhead.

Thank you in advance for your prompt attention to this matter.

Creditor

New Payment Amount Notice Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This new payment notice should be sent out to anyone whose payment amount has changed under agreements and/or notes you have with them.

1. No copies are necessary other than those mailed and faxed to the debtor. You may wish to keep a copy in your file as a record of sending this request out.

Pawn Agreement & Disclosure

Dated: _____
Transaction number: _____
CUSTOMER: _____

1. AMOUNT FINANCED (the amount of credit provided you or on your behalf):
\$ _____ (_____ & _____/100 dollars)
2. ***FINANCE CHARGE*** (the dollar amount the credit will cost you):
\$ _____ (_____ & _____/100 dollars)
3. ***ANNUAL PERCENTAGE RATE*** (the cost of your credit as a yearly rate)
_____%
4. Total amount of payments (the amount you will have paid when you have made all scheduled payments): \$ _____ (_____ & _____/100 dollars)

PAYMENT TERMS

This loan is payable in ____ payments each _____ of \$ _____ (_____ & _____/100 dollars) each.

Security interest. This loan is secured by a pledge of personal property described as follows:

_____.

The pledge will remain in the possession of pawnbroker until this loan is determined. In the event the customer has not paid in full the Total of Payments indicated above within _____ months, or this loan has not been renewed within such period of time as provided for below, the pledge described herein may be forfeited and sold.

PREPAYMENT OF LOAN

Customer may prepay without penalty the unpaid balance of this loan. On prepayment in full, customer will be entitled to a refund of the unearned FINANCE CHARGE under the Rule of 78's.

THIS PAWN TICKET MUST ACCOMPANY ALL PAYMENTS. Notify pawnbroker at once if this ticket is lost.

CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS STATEMENT.

Customer

Pawn Broker

Pawn Agreement & Disclosure

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. A Pawn agreement has negative connotations for most people. However, having said that, it provides ideal collateral for small loans should someone want one. If you are the borrower, you should be willing to offer portable collateral of this type; if you are the lender, this gives you ideal portable collateral to sell to liquidate unpaid debt.

1. Make multiple copies. Give one to each signatory. Keep one with the transaction file.

—

Pledge of Life Insurance

_____, referred to as DEBTOR, and _____, referred to as CREDITOR,
agree:

_____ is indebted to CREDITOR in the amount of \$_____
(_____ & ____/100 dollars) by the terms of the agreement named
_____, dated _____. DEBTOR assigns to CREDITOR the
following policy of life insurance:

Policy number: _____

Face amount: \$_____ (_____ & ____/100 dollars)

Amount of loans/charges against policy: \$_____ (_____
_____ & ____/100 dollars) as collateral for the debt.

Any and all proceeds from the policy are assigned to the CREDITOR, to the extent of principal and interest due upon the debt, and any renewals and extensions thereof. The DEBTOR shall prepare any further instruments required to effect this pledge. Any proceeds that exceed the above obligations shall be immediately turned over to the Estate of Debtor.

Dated: _____

Debtor

Creditor

Pledge of Life Insurance

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. The Pledge of Life Insurance proceeds is similar to that for the Pledge of Stock assets. See the notes under the Pledge of Stock document for advice and counsel on this subject. This suggestion is made to be sure you understand there are no material differences between the effect of these pledges other than you can not "sell" an insurance pledge as you can a stock asset.

1. Make multiple copies. Be sure each relevant party has a copy.

Pledge of Royalties

_____, referred to as DEBTOR, and _____,
referred to as SECURED PARTY, agree:

DEBTOR is indebted to SECURED PARTY in the sum of \$_____ (
_____ & _____/100 dollars) pursuant to a promissory note
dated _____; and in consideration of said note, and as security for
the payment of said indebtedness, the DEBTOR hereby assigns, transfers to and
pledges, any and all royalties and other compensation due from
_____ to the DEBTOR.

The DEBTOR warrants and represents with respect to such royalties:

1. That the DEBTOR is the absolute owner of the right to receive such royalties.
2. That the royalties are not subject to any prior, assignment, claim, lien or security interest.
3. The DEBTOR will not make any further assignment of the collateral or create any further security herein, nor to permit his right therein to be reached by attachment, levy, garnishment or other judicial process.
4. That the payer of the royalties is not in default under its obligations to pay the same.
5. That the DEBTOR is in compliance with all of his obligations under the contract with the payer.

In the event that the payer has the right to charge the account of the DEBTOR for failure to perform under the agreement, the DEBTOR shall promptly perform all of such contractual obligations.

Upon the request of the SECURED PARTY, the DEBTOR shall, at the expense of the SECURED PARTY, audit the books and records of the payer to ascertain the proper payment of the royalties. In the event that the audit results in the recovery of funds, the recovery shall first be applied to the expenses, and the surplus, if any, to the debt.

Upon the request of the SECURED PARTY, the DEBTOR shall direct the payer to pay all royalties directly to the SECURED PARTY.

DEBTOR herewith constitutes the SECURED PARTY as his lawful attorney to demand payment of the royalties, as well as bring any actions to secure payment of the royalties, or any other rights of the DEBTOR under the contract. DEBTOR shall fully and completely cooperate with the SECURED PARTY in such actions.

Should DEBTOR breach any of the warranties or obligations of this agreement the same shall be considered to be a breach of the underlying debt and shall entitled SECURED PARTY to accelerate payment of the debt.

The collateral pledged herein shall secure any and all obligations of the DEBTOR to the SECURED PARTY.

Dated: _____

_____, DEBTOR

_____, SECURED PARTY

Pledge of Royalties

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. Royalty receivers rarely realize how valuable a pledge can be to secure funding. Many such deals have been done and you to can do one, on either side of the transaction. Since payments come from a third party, it is relatively straightforward to perfect the interests in the favor of the Secured Party.

1. Make multiple copies. Give one to each signatory. Keep one in the transaction file.
2. You can also modify the above agreement to provide for the royalty payer to pay the royalties directly to the Secured Party until all obligations are extinguished. In that case, the Royalty Payer should be included in the Agreement and as a signatory.

Pledge of Stock

_____, referred to as OWNER, and _____, referred to as CREDITOR, agree:

OWNER is indebted to CREDITOR in the sum of \$_____(_____/100 dollars); to secure repayment of the debt, OWNER pledges to CREDITOR _____ shares of _____ stock of _____.

OWNER agrees to execute all necessary documents to perfect the pledge.

So long as OWNER is indebted to CREDITOR, the CREDITOR shall have the right to vote the shares.

CREDITOR shall be entitled to any dividends, and CREDITOR shall credit the debt with the amount of the dividends collected. CREDITOR may optionally reinvest the dividends, and any shares so purchased shall be subject to the pledge.

If OWNER is current in the obligation underlying this pledge, CREDITOR will release portions of the pledged stock as follows:

\$_____(_____/100 dollars) per share.

A copy or copies of the stock certificate or certificates are attached.

Dated: _____

Creditor

Owner

Pledge of Stock

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. Pledges of stock can be used by creditors to get more collateral from debtors behind in their obligations. This is an interim step that creditors can use to protect their interests without unduly upsetting a debtor. From the debtor's point of view, they are usually better off liquidating part of their stock in order to pay the creditor rather than go through all of this. Once the debtor gives up the stock, then the creditor assumes control over its liquidation should the debtor continue to be in default or go into default.

1. Make multiple copies. Give one to each signatory. As a creditor, be sure to get the actual stock certificate (s) and get the proper paperwork in order in case you need to liquidate them.

Promissory Note Default Notice

Re: Promissory note dated _____

Amount due as of this date: \$ _____

Dated: _____

Dear _____:

Please be advised that the undersigned is the holder and owner of a certain promissory note made by you dated _____, in the original principal amount of \$ _____ (_____/100 dollars.)

You are hereby notified that you have defaulted under said note because you have failed to pay the note when due.

Therefore, pursuant to the terms of the note, the holder herewith accelerates the payment of the full remaining interest and principal. Demand is hereby made upon you for full payment of the entire balance due on said note in the amount of \$ _____ (_____/100 dollars), including interest accrued to date.

Note Holder

Promissory Note Default Notice Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This default notice is necessary prior to filing suit for collection.

1. Make multiple copies. Fax and mail copies to the defaulter. Put one in the file for turning over to your attorney for collection, unless you choose to do it pro se, without a lawyer.

Ratification of Unauthorized Signature

Date: _____

Re: Account number-- _____

I hereby ratify the act of _____ in purporting to sign my name on a check,
dated _____.

Authorized Signatory

Ratification of Unauthorized Signature

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This document is generally used to ratify the signature of a family member, business associate, or other party who signed or must sign a check on your behalf or that of our family in an emergency situation. If you are pressed into signing on an account you are not authorized to sign on, but need to do so for certain reasons, you can protect your interests by getting this ratification by fax prior to the act or just after it.

This ratification can also be used to settle a claim against some one who has wrongfully signed a bill or check on your behalf, and settled the claim with you in whole or in part.

1. Make multiple copies. Give the unauthorized signer a copy as well as the interested parties on the other side of the transaction.

Security Interest, Acknowledgment of Release

Dear _____:

We are purchasing _____ (Item) from _____. We note that you have registered security against these assets.

Please confirm to us that you have released any and all interests you may have in this equipment, in order that we can complete our purchase. Please sign and return this letter as confirmation of your release of interest.

Thank you in advance for your anticipated co-operation. Please feel free to call me if you have any questions.

Best regards,

Purchaser

Date:

cc Seller

Dear _____ (Purchaser)

We hereby release any interest we may have in the equipment described above, and consent to the sale thereof to you. In addition, we will sign any related paperwork to effect the removal of this lien or liens.

Yours very truly,

Releaser of Security Interest

cc Seller

To whom it may concern:

I, the Seller, _____, hereby authorize the release of this lien or liens in favor of the Buyer and appreciate any prompt actions the Releaser of Security Interest can take to effect this transaction.

Yours very truly,

Seller

Date:

Security Interest, Acknowledgment of Release Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This letter is important housekeeping. Many Security Interest's are not properly and formally released and acknowledged upon their extinguishment. You need to get after the problem, should you have it, and get all Security Interests related to your personal and corporate affairs released promptly, and filed accordingly, should that be necessary.

The above multiple part communication keeps all matters together in one letter, signed off by the various parties. When you get signed copies back, file them to extinguish UCC filings against any of the equipment or property. We advise you have your lawyer do it because it is a procedural matter they are best qualified to handle. You can modify this document to get similar releases for your inventory, accounts receivable, and other kinds of property.

1. Keep multiple copies. One should be in the specific file or files relating to your property where the release is being given. Another copy should be kept in your financial records. And a third in your corporate records.