

Form RD 1965-8  
(Rev. 1-02)

**RELEASE FROM PERSONAL LIABILITY**

UNITED STATES DEPARTMENT OF AGRICULTURE  
Position 2

TYPE OF LOAN (Specify)
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STATE:
COUNTY:
CASE NO:

**PART 1.**

THIS RELEASE is executed on \_\_\_\_\_, 20 \_\_\_\_\_.

The United States of America hereinafter referred to as the Government, is the holder of loans evidenced by certain promissory notes or assumption agreements, called notes executed by \_\_\_\_\_ payable to the Government and further identified as follows:

**TABLE I**

KIND OF INSTRUMENT	DATED	ORIGINAL PRINCIPAL	UNPAID PRINCIPAL	ACCRUED INTEREST	INTEREST RATE

In connection with such loans the Government is the holder of the following-described security instruments on property located in \_\_\_\_\_ County, State of \_\_\_\_\_

**TABLE II**

<i>KIND OF INSTRUMENT</i>	<i>DATED</i>	<i>OFFICE RECORDED OR FILED</i>	<i>BOOK, VOL. OR DOCUMENT NO.</i>	<i>PAGE NO.</i>

Taxpayer Identification Number \_\_\_\_\_

Borrower discharged under title 11 of the United States Code (Bankruptcy)      Yes     No

**PART 2. FOR TRANSFER WITH ASSUMPTION**

\_\_\_\_\_, called Transferor

has conveyed the property described in the instruments listed in Part 2 of this form, to \_\_\_\_\_

\_\_\_\_\_, called Transferee.

Transferee by assumption agreement has assumed the obligations of the notes and security instruments and has agreed to be personally liable for payment of all or part of unpaid indebtedness of Transferor.

If Transferee has not assumed all of the unpaid indebtedness of Transferor, the undersigned has determined that Transferor meets the conditions set forth in the statutes and the Government servicing regulations applicable to the type of loans involved.

Therefore, the Government hereby releases the Transferor from personal liability to the Government for the indebtedness and obligations evidenced by or incurred under the terms of said notes and security instruments; provided, however, that nothing in this form shall release or extinguish any part of said indebtedness or obligations, including interest and all other amounts nor release the security instruments or any part of the property covered by those instruments from the lien thereof, nor modify or impair the priority or enforceability of such liens, and the Government retains unto itself and its assigns all rights against the Transferor necessary to preserve the liens, priority, and enforceability of such security instruments against the property covered by those instruments and all rights and remedies of the Government by subrogation or as holder of the notes, loans or security instruments against all parties other than the Transferor.

**PART 3. FOR WITHDRAWAL OF JOINT OBLIGOR**

\_\_\_\_\_ has conveyed his or her interest in the property

described in the security instruments described in Part 1 of this form to \_\_\_\_\_.

\_\_\_\_\_ shall continue to be personally liable for the obligations under the terms of the notes and security instruments described in Part 1 of this form for payment of the unpaid indebtedness on the loans.

Therefore, the Government releases \_\_\_\_\_  
from personal liability to the Government for the indebtedness and obligation of said notes and security instruments.

**PART 4. RELEASE OF CO-SIGNER FOR RURAL HOUSING (RH) LOAN.**

\_\_\_\_\_ co-signed promissory notes described in  
Part 1 of this form with \_\_\_\_\_  
Another co-signer, acceptable to the Government has been substituted to assure repayment of the notes.

Therefore, the Government hereby releases \_\_\_\_\_  
as co-signer, from personal liability to the Government for the indebtedness evidenced by promissory notes de-  
scribed in Part I of this form.

**PART 5. FOR CASH SALE NOT RESULTING IN FULL PAYMENT OF INDEBTEDNESS FOR FARM LOAN PROGRAMS**

\_\_\_\_\_, called Transferor, has with the  
consent of the Government sold the property described in the security instruments subject thereto; however sale  
proceeds were insufficient to pay Transferor's indebtedness to the Government in full. The undersigned has  
determined that Transferor meets the conditions for release of personal liability set forth in the statutes and the  
Government servicing regulations applicable to the type of loans involved.

Therefore, the Government hereby releases Transferor from personal liability for the remaining debt.

This release from liability from the Government may result in a tax liability. Any questions regarding possible  
tax liability should be directed to a tax advisor.

\_\_\_\_\_  
**IN WITNESS WHEREOF**, this release is executed as the act and deed of the Government by the undersigned,  
acting pursuant to duly delegated authority.

WITNESS

\_\_\_\_\_

UNITED STATES OF AMERICA

By: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_