

Satisfactions/Cancellations of Deeds of Trust & Mortgages

Effective October 1, 2005 Notice. See NC Session Law 2005-123

Updated October 1, 2011

No fee is charged for recording Satisfactions.

G.S. 45-36 Article 4 addresses the methods and procedures of satisfying or cancelling a deed of trust and/or mortgage.

Methods of Satisfactions

- **Satisfactions of Security Instrument G.S. 45-36.10 Content and effect satisfaction.**
 - (a) A document is a satisfaction of a security instrument if it does all of the following:
 - (1) Identifies the type of security instrument, the original parties to be security instrument, the recording data for the security instrument and the office in which security instrument is recorded.
 - (2) States that the person signing the satisfaction is the secured creditor.
 - (3) Reserved.
 - (4) Contains language terminating the effectiveness of the security instrument.
 - (5) Is signed by the secured creditor and acknowledged as required by law for a conveyance of an interest in real property.

- **Trustee's Satisfaction G.S. 45-36-20 Content and effect.**
 - (d) Document is a trustee's satisfaction of a deed of trust if it complies with all of the following:
 - (1) Identifies the original parties to the deed of trust, the recording data for the deed of trust, and the office in which the deed of trust is recorded.
 - (2) States that the person signing the trustee's satisfaction is then serving as Trustee or substitute trustee under the terms of the deed of trust
 - (3) Contains language terminating the effectiveness of the deed of trust.
 - (4) Is signed by the trustee or substitute trustee then serving under the terms of the deed of trust and acknowledged as required by law for a conveyance of an interest in real property.

➤ **Affidavit of Satisfaction G.S. 36.16 content.**

An affidavit of satisfaction of a security instrument must comply with all or the following:

- (1) Identify the type of security instrument, the original parties to the security instrument, the secured creditor, the recording data for the security instrument, and the office in which the security instrument is recorded.**
- (2) State the basis upon which the person signing the affidavit is a satisfaction agent.**
- (3) Reserved.**
- (4) State that the person signing the affidavit has reasonable grounds to believe that the secured creditor has received full payment or performance of the secured obligation.**
- (5) State that the person signing the affidavit, acting with the authority of owner of the real property described in the security instrument, gave notification to the secured creditor of its intention to sign and submit for recording an affidavit of satisfaction.**
- (6) Describe the method by which the person signing the affidavit gave notification in compliance with this Article.**
- (7) State that:**
 - a. More than 30 days have elapsed since the effective date of that notification, and the person signing the affidavit has no knowledge that the secured creditor has submitted a satisfaction for recording and has not received notification that the secured obligation remains unsatisfied; or**
 - b. The secured creditor authorized the person signing the affidavit to sign and record an affidavit of satisfaction.**
- (8) Be signed and acknowledged as required by law for a conveyance of an interest in real property. (2005-123, s. 1.)**