Notes and Mortgages

When a lender makes a loan to a borrower, the lender needs to be sure his investment is protected.

The promissory note is evidence that the lender made a loan to the buyer, and that the buyer promises to repay the loan, pursuant to the terms of the note. The note also provides for what will happen if the borrower defaults.

If there were only a note, and a borrower defaulted, the lender would have to bring an action against the borrower, and seek a judgment from a court, and then execute that judgment by placing a lien on property the borrower may own.

A mortgage deed secures a note. In other words, with a mortgage, the borrower gives real estate as collateral for the loan. If the borrower defaults, the lender can then foreclose on the real estate, without having to go to court (in NH and MA), under RSA 479:25. In a foreclosure sale, after notice and publication of the sale, the real estate is sold at auction, and the proceeds are used to pay off the loan.

An experienced attorney can assist you in preparing the Note and Mortgage to protect your investment.

The attorneys with Bielagus Law Offices PLLC have years of experience with all aspects of notes and mortgages.

Please do not hesitate to contact us with any questions. We can be reached at:

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