

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Federal Deposit Insurance Corporation,
as receiver for IndyMac Bank, F.S.B.

Court File No.: 09-CV-3673
(JRT/LIB)

Plaintiff,

**SETTLEMENT AGREEMENT AND
RELEASE**

v.

Emily L. Poulson, Northland Appraisal
Service, and Cascade Mortgage, Inc.,

Defendants.

NOW THEREFORE, in consideration of the covenants, promises and payments set forth herein, Plaintiff Federal Deposit Insurance Corporation, as receiver for IndyMac Bank, F.S.B (hereinafter referred to as "FDIC") and Defendants Emily Poulson ("Poulson"), Northland Appraisal Service ("Northland") and Cascade Mortgage, Inc. ("Cascade") do hereby agree as follows:

1. PAYMENT AND RELEASE:

FDIC agrees to accept payment of **One Hundred Twenty-Eight Thousand and 00/100 Dollars (\$128,000.00)** according to the following terms:

- A) Cascade and its insurer agree to pay FDIC a total of **One Hundred Thousand and 00/100 Dollars (\$100,000.00)** immediately upon execution of this Settlement Agreement and Release by FDIC, and FDIC hereby acknowledges receipt of \$100,000.00 from Cascade and its insurer.
- B) Cascade, individually, agrees to pay FDIC a total of **Twenty-Five Thousand and 00/100 Dollars (\$25,000.00)** according to the following terms:
 - i) Cascade will pay FDIC \$10,000.00 within forty-five (45) days of June 1, 2011 by certified check made payable to "RJ Landau Partners PLLC, Attorneys for FDIC;"

- ii) Cascade will pay \$15,000.00 within ninety (90) days of June 1, 2011 by certified check made payable to "RJ Landau Partners PLLC, Attorneys for FDIC;"
 - iii) As part of the consideration for the Release obtained herein Cascade agrees to execute Confessions of Judgment, further described in paragraph 5 of this Settlement Agreement and Release, as security for the \$25,000.00 due and owing under paragraph 1.B) of this Settlement Agreement and Release, the terms of which are specifically set forth in the Confessions of Judgment which are incorporated herein.
- C) Poulson and Northland agree to pay FDIC a total of **Three Thousand and 00/100 Dollars (\$3,000.00)** with in forty-five (45) days of June 1, 2011 by certified check made payable to "RJ Landau Partners PLLC, Attorneys for FDIC."

The foregoing payments are made by Cascade, Cascade's insurer, Poulson and Northland, and accepted by FDIC, in full compromise, settlement and satisfaction of, and as sole consideration for the final release and discharge of, all actions, claims and demands whatsoever, that now exist, or may hereafter accrue, by and between Defendants Cascade, Cascade's insurer, Defendants Northland and Poulson (hereinafter referred to collectively as the "Released Parties"), FDIC, and any other person, corporation, association or partnership charged with responsibility for damages to the parties herein as a result of and arising from certain mortgage loans issued by the former IndyMac Bank, F.S.B. ("IndyMac") identified as first mortgage loan number [redacted] and second mortgage loan number [redacted] which were issued to finance the purchase of real property located at 521 S. 7th Street, Unit 105, Minneapolis, Minnesota (the "Loans"), and the consequences flowing therefrom, as further described in the pleadings filed in United States District Court in the above-captioned matter, and for which the parties claim any of the Released Parties are legally liable in damages.

By signing this Settlement Agreement and Release, FDIC and each of the Released Parties acquit and forever discharge each other and any of their employees, agents and representatives as well as their officers, directors, attorneys, insurers, reinsurers, subsidiaries, affiliates, predecessors and successors-in-interest, from any and all claims causes of actions, demands, liabilities, court costs, attorney fees, interest, costs, and expenses and damages whatsoever including but not limited to all known and unknown and anticipated and unanticipated damages as a result of and arising from the Loans.

2. NO ADMISSION OF LIABILITY:

It is understood and agreed that the Released Parties admit no liability to FDIC, or others, as a result of and arising from the Loans, and for which said liability is expressly denied by the Released Parties.

3. PARTIES TO BEAR THEIR OWN COSTS:

FDIC and the Released Parties agree to bear their own costs and attorney fees incurred in connection with the disputes set forth herein and the resolution thereof.

4. ADDITIONAL DOCUMENTS - STIPULATION FOR DIMISSAL:

FDIC and the Released Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and the intent of this Settlement Agreement and Release. The parties agree that their respective counsel shall execute a stipulation for dismissal with prejudice of all claims and cross-claims filed by any party in above captioned United States District Court action.

5. ADDITIONAL DOCUMENTS - CONFESSIONS OF JUDGMENT:

Cascade agrees to execute two Confessions of Judgment. One Confession of Judgment shall be in the amount of **Ten Thousand and 00/100 Dollars (\$10,000.00)** and secure the payment due within forty-five (45) days of June 1, 2011 as described in paragraph 1.B) of this Settlement Agreement and Release. One Confession of Judgment shall be in the amount of **Fifteen Thousand and 00/100 Dollars (\$15,000.00)** and secure the payment due within ninety (90) days of June 1, 2011 as described in paragraph 1.B) of this Settlement Agreement and Release. These documents shall be in a form acceptable to FDIC. Cascade agrees to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to these Confessions of Judgment and the intent of this Settlement Agreement and Release. FDIC agrees to destroy the Confession of Judgment in the amount of **Ten Thousand and 00/100 Dollars (\$10,000.00)** upon full payment of \$10,000 within forty-five (45) days of June 1, 2011. FDIC agrees to destroy the Confession of Judgment in the amount of **Fifteen Thousand and 00/100 Dollars (\$15,000.00)** upon full payment of \$15,000 within ninety (90) days of June 1, 2011. Cascade expressly consents to entry of the Confessions of Judgment as set forth above without notice of presentment, objections to form waived, if FDIC does not receive full and timely payment from Cascade according to the terms of this Settlement Agreement and Release.

6. SECTION HEADINGS:

Section headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of said sections.

7. CONSTRUCTION:

FDIC and the Released Parties agree that this Settlement Agreement and Release shall be construed without regard to the party or parties responsible for its preparation and will be deemed to be prepared jointly by FDIC and the Released Parties. In resolving any ambiguity or uncertainty relating to this Settlement Agreement and Release, FDIC and the Released Parties agree that no consideration or weight shall be given to the identity of the party or parties drafting the document.

8. GOVERNING LAW:

This Settlement Agreement and Release shall be deemed to be a contract under the laws of the State of Minnesota and enforced in exclusive accordance with the law of the State of Minnesota, without regard to its conflict of laws provisions. Any dispute arising hereunder shall be adjudicated in United States District Court, District of Minnesota.

9. ENTIRE AGREEMENT – INTEGRATION CLAUSE:

This Settlement Agreement and Release, along with the additional documents contemplated by this agreement, constitutes the entire agreement of FDIC and the Released Parties with respect to the subject matter hereof and may not be modified, amended or terminated except by written agreement by the parties. No promise, inducement or agreement not herein expressed has been made. The terms of this Settlement Agreement and Release are contractual and not a mere recital.

10. SURVIVAL:

Any enforceable provision of this Settlement Agreement and Release shall remain in full force and effect, notwithstanding that any other provision or provisions of this document may be determined to be unenforceable.

11. AUTHORITY TO EXECUTE:

Any person or entity executing this Settlement Agreement and Release on behalf of FDIC or the Released Parties represents and warrants that he or she or is

duly authorized to enter into this Settlement Agreement and Release on behalf of that party.

12. EXECUTION AND COUNTERPARTS:

This Settlement Agreement and Release may be executed in any number of multiple originals, each of which shall be deemed an original for all purposes. This Settlement Agreement and Release may be executed in simultaneous counterparts, each of which shall be considered an original for all purposes. FDIC and the Released Parties further contemplate that this Settlement Agreement and Release may be executed by facsimile and/or email attachment, and that certain actions may be taken in reliance on faxed or emailed signatures by the parties hereto. Accordingly, the parties hereto agree that a faxed or emailed signature will have the same legal effect as physical delivery of an original signature. Any party submitting a faxed or emailed signature will deliver the original signature to counsel for the other party as soon as practicable, but no later than seven (7) business days following transmission by facsimile or email attachment.

13. KNOWING AND VOLUNTARY FULL FINAL RELEASE OF ALLCLAIMS:

FDIC and the Released Parties hereby affirm and acknowledge that they have read the foregoing Settlement Agreement and Release and they have had consulted with their attorney prior to signing and executing this document. FDIC and the Released Parties agree that the provisions set forth in this Settlement Agreement and Release are written in language understandable to them and further affirm that they understand the meaning of the terms of this Settlement Agreement and Release, and that they understand the effect of this Settlement Agreement and Release herein. FDIC and the Released Parties acknowledge that they enter into this Settlement Agreement and Release freely and voluntarily.

**FEDERAL DEPOSIT INSURANCE
CORPORATION, AS RECEIVER FOR
INDYMAC BANK, F.S.B.**

Date: 7-18-11

By:

[Redacted Signature]

(b)(6)

Its: Counsel

SIGNATURE PAGE TO SETTLEMENT AGREEMENT AND RELEASE, *FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR INDYMAC BANK, F.S.B. v. EMILY POULSON, NORTHLAND APPRAISAL SERVICE, AND CASCADE MORTGAGE, INC.*, UNITED STATES DISTRICT COURT, DISTRICT OF MINNESOTA, CASE NO. 09-CV-3673 (JRT/LIB)

Date: 6-13-11

CASCADE MORTGAGE, INC.

By

(b)(6)

Femi Oriogun

Its: Vice President

SIGNATURE PAGE TO SETTLEMENT AGREEMENT AND RELEASE, FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR INDYMAC BANK, F.S.B. v. EMILY POULSON, NORTHLAND APPRAISAL SERVICE, AND CASCADE MORTGAGE, INC., UNITED STATES DISTRICT COURT, DISTRICT OF MINNESOTA, CASE NO. 09-CV-3673 (JRT/LIB)

Date: 7/19/11

[Redacted Signature]

(b)(6)

Emily Poulson

**NORTHLAND APPRAISAL
SERVICE**

Date: 7/19/11

[Redacted Signature]

(b)(6)

By:

Emily Poulson

Its: President

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