

**RECIPROCAL RELEASE AND SETTLEMENT AGREEMENT**

WHEREAS, the Federal Deposit Insurance Corporation ("FDIC"), as receiver for First National Bank of Nevada, as successor in interest and assignee to MERS, as nominee for First National Bank of Arizona, has asserted a claim against Lawyers Title Insurance Corporation ("LTIC") under its Closing Protection Letter issued in conjunction with its loan policy of title insurance regarding a mortgage executed by one [redacted] on or about August 15, 2002, and secured by the property commonly known as [redacted] Chicago, Illinois ("the subject property");

WHEREAS, LTIC disputes the claims of the FDIC and denies that it has any liability under its Closing Protection Letter, loan policy of title insurance, or otherwise;

WHEREAS, this matter is pending for arbitration before the American Arbitration Association ("AAA") under Case No. [redacted] and said case remains unresolved;

WHEREAS, this matter also is pending in the United States District Court for the Northern District of Illinois under Case No. 07 C 4581 bearing the caption *FDIC v. Bell Capital, et al.*, and said case remains unresolved.

WHEREAS, each of the foregoing parties is and has been represented by counsel of its own choosing in this cause and has had the benefit of such advice as each deems fit under the circumstances and is otherwise desirous of resolving their differences and settling all claims;

NOW THEN, IT IS AGREED as follows: In consideration of the reciprocal promises of the parties, the monetary consideration set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. LTIC shall pay to FDIC the sum of \$50,000.00 by wire transfer in accordance with wire instructions mutually acceptable to the parties in full and complete satisfaction of all of its claims against LTIC arising under the Closing Protection Letter, its loan policy of title insurance issued contemporaneously therewith, or any other claim relating and pertaining to the subject property.

2. Payment of the foregoing sum shall be made contemporaneously with dismissal with prejudice of both the pending arbitration proceeding before the AAA designated as Case No.  and the federal lawsuit now pending and designated as Case No. 07 C 4581 and bearing the caption *FDIC v. Bell Capital, et al.*

3. Subject to the terms and conditions of this instrument, the FDIC, on the one hand, and LTIC, on the other, hereby reciprocally on their own behalf and on behalf of their predecessors, successors, assigns, representatives, officers, directors, employees, attorneys and agents hereby release, acquit and forever discharge the other and their predecessors, successors, assigns, representatives, officers, directors, employees, attorneys and agents from any and all manner of actions, causes of actions, suits, debts, sums of money, accounts, covenants, contracts, agreements, obligations, promises, damages, judgments or alleged breaches of legal duty of any kind or nature, in law or in equity, arising in tort, contract or otherwise, now known or hereafter discovered, which any of the foregoing has or may have ever had against the other arising out of or related to any act or omission that has occurred relating or pertaining to the creation of a mortgage and/or the disbursement of lender's funds

and/or the recording of instruments relating or pertaining to

[REDACTED]

(b)(4),(b)

Chicago, Illinois.

4. The releasees hereto understand and acknowledge that this Reciprocal Release is not intended to release any of the obligations set forth in this instrument, and this Reciprocal Release does not pertain to any conveyances or transactions involving properties or transactions other than pertaining to

(b)(4),(b)(6)

[REDACTED]

Chicago, Illinois.

5. The parties acknowledge and agree that this Reciprocal Release and Settlement Agreement may be signed in counterparts without affecting the legal validity thereof so long as signed by both parties hereto.

6. The parties agree that this document contains the whole and entire agreement of the parties, and there are no oral understandings or agreements. Any modifications of this instrument must be reduced to writing and signed by the parties to be charged.

7. The releasers herein acknowledge that this is a settlement of a disputed case. The payments referenced herein will not and should not be construed as an admission of fault or liability by any of the payers. This Reciprocal Release and Settlement Agreement is the result of arm's-length negotiations between the parties and their attorneys. Both acknowledge that they have not acted under duress, coercion or compulsion of any kind.

8. Each of the parties agrees to be fully responsible for its own costs, expenses and attorney's fees incurred herein, and waives any right to assert a claim for fees, costs or expenses against the other.

9. In the event of any dispute hereunder, the parties agree that Illinois law will govern this instrument.

10. This agreement is the result of negotiations between the parties, who are represented by counsel. This agreement initially was drafted by counsel for LTIC as a matter of convenience only, and shall not be construed for or against any party on account thereof, but shall be construed according to its plain meaning. Paragraph headings in the agreement appear for the convenience of the parties only and shall not be used in the interpretation of the agreement. Where context requires, the singular includes the plural (and vice versa), the disjunctive includes the conjunctive (and vice versa), and the masculine, feminine and indeterminate gender pronouns are inclusive rather than exclusive.

11. Should any action be commenced between the parties concerning the terms of this agreement or the rights and duties of the parties hereto, the prevailing party or parties in such proceeding shall be entitled, in addition to such other relief as may be granted, to payment of all of their costs, expenses (including but not limited to expert fees), and reasonable attorney's fees incurred in connection therewith.

12. FDIC represents and affirms that it is the sole owner of the claim/cause of action pertaining to  Chicago, Illinois, as currently set forth in 07 C 4581 and before the American Arbitration Association in cause

(b)(4),(b)(6)

(b)(4),(b)

13. The undersigned have affixed their signatures hereto and have acknowledged same on the dates herein set forth.

**LAWYERS TITLE INSURANCE CORPORATION**

(b)(6)

By: [Redacted]

(b)(6)

Jennifer Gayton, Managing Counsel &

**FEDERAL DEPOSIT INSURANCE CORPORATION,**  
receiver for First National Bank of Nevada

(b)(6)

By: [Redacted]  
*ATTY-IN-FACT*

Subscribed and sworn to before me this 02<sup>nd</sup> day of August, 2011



(b)(6)

NO PUBLIC

(b)(6)

Subscribed and sworn to before me this 10<sup>th</sup> day of August, 2011



(b)(6)

**PREPARED BY:**

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