 **received**  
6/3/10

 **ENTERED**  
6/3/10

LIMS M-

(b)(2)

**RELEASE OF ALL CLAIMS**

(b)(2)

IN CONSIDERATION of the payment to the Federal Deposit Insurance Corporation as receiver for Washington Mutual Bank, the sum of **Eighteen Thousand dollars (\$18,000)**, the receipt of which is hereby acknowledged, the undersigned, being of lawful age, does hereby release and forever discharge American Equity Financial Group, Inc. and United States Liability Insurance Company, and their officers, employees, principals, shareholders, executors, administrators, agents, predecessors, successors, insurers, attorneys, and assigns from any and all actions, causes of action, claims, demands, damages, costs, and expenses on account of, or in any way growing out of, any and all known and unknown damages relating to a certain mortgage loan paid by Washington Mutual Bank to Resource Title, Inc. that occurred on or about May 2, 2007, which claims are detailed in Cause No. 2007 L 008485 filed in the Circuit Court of Cook County, State of Illinois and entitled Federal Deposit Insurance Corporation as receiver for Washington Mutual Bank v. Resource Title, Inc., et al.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that the above-named sum paid is the sole consideration of this release, and in making this release and agreement it is understood and agreed that the undersigned relies upon the undersigned's own judgment, belief, and knowledge of the nature, extent and duration of any damages or injuries, and that the undersigned has not been influenced to any extent whatsoever in making this release by any representations or statements regarding said damages or injuries, or regarding any other matters made by the persons, firms or corporations who are hereby released, or by any person or persons representing them.

IT IS FURTHER UNDERSTOOD AND AGREED that the above payment is made in the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of any liability therefore, such liability having been expressly denied.

IT IS FURTHER UNDERSTOOD AND AGREED that this Release shall not in any way affect or release the obligations of Resource Title, Inc., Cesar Gaitan, and/or any other person or entity who may be liable for the allegations raised and damages claimed in the above-described lawsuit.

THIS RELEASE contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual in nature and not a mere recital.

THIS RELEASE shall be construed, interpreted and applied in accordance with the laws of the State of Illinois.

THE UNDERSIGNED REPRESENTS that it has read this release, and that it has been represented or has had an opportunity to be represented by independent counsel of its own choice throughout all negotiations which preceded the execution of this release, and to consult with counsel concerning the provisions, their meanings and effect, that it understands this release and the consequences of executing this release, and hereby acknowledges that its execution of this

release is a knowing and voluntary act with the intention of being legally bound.

WITNESS my hand and seal this 21 day of April, 2010.

(b)(6)



Federal Deposit Insurance Corporation, as  
Receiver for Washington Mutual Bank

Mary L. Calkins

This instrument was acknowledged before me on \_\_\_\_\_, 2010 by  
\_\_\_\_\_.

\* See Attached

\_\_\_\_\_  
NOTARY PUBLIC

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On April 21, 2010 before me, Ariana L. Rambuyan  
(Here insert name and title of the officer)

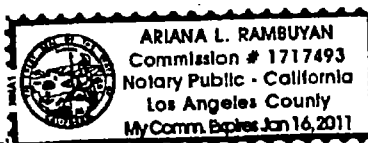
personally appeared Mary L. Calkins

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they - is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document

#### DESCRIPTION OF THE ATTACHED DOCUMENT

Release of All Claims

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 4/21/10

(Additional information)

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other Counsel

(b)(6)