

SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release ("Agreement") is made and entered into, as of the date all signatories below have executed the Agreement (the "Effective Date"), by [REDACTED] Petitioner Michelle [REDACTED] and Plaintiff/Respondent Bank of America, N.A. ("BANA"). BANA and [REDACTED] "Parties," and each individually is a "Party".

RECITALS

This agreement is entered into with reference to the following facts and recitals which are true to the best of the Parties' knowledge and belief, and are made part of this Agreement:

WHEREAS [REDACTED] was the owner of the real property located at [REDACTED], Geldnale Heights, Illinois 60139 (the "Property");

WHEREAS, on or about September 19, 1997, [REDACTED] and [REDACTED] (together with Kris, "Borrowers") executed a promissory note in the amount of \$139,060.00 (the "Note") in favor of Preferred Mortgage Associates, Ltd. in connection with a mortgage loan obtained by Borrowers, and secured by the Property (the "Loan");

WHEREAS, in connection with the Note, on or about September 19, 1997, executed and delivered a mortgage ("Mortgage") in favor of Preferred Mortgage Associates, Ltd., related to the Property;

WHEREAS, the Loan was assigned to NationsBanc Mortgage Corporation ("NationsBanc");

WHEREAS, on or about May 6, 1999, NationsBanc filed a lawsuit for foreclosure of mortgage ("Complaint") against Borrowers in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois, case number 1999 [REDACTED] ("Foreclosure Action");

WHEREAS, NationsBanc has since merged with BANA;

WHEREAS, on or about July 6, 2001, the foreclosure was completed upon the entry of the Order Approving Foreclosure Report of Sale and Distribution and Order for Possession and Deed (the "OAS");

WHEREAS, on or about August 7, 2001, a Judicial Sales Deed was recorded with the DuPage County Recorder's Office granting title to the Property to the Secretary of Housing and Urban Development, Document Number [REDACTED];

WHEREAS, on October 29, 2001, the Secretary of Housing and Urban Development recorded a special warranty deed granting title to the Property to [REDACTED] with the DuPage County Recorder as Document Number [REDACTED];

WHEREAS, on February 12, 2003, [REDACTED] recorded a warranty deed granting title to the Property to [REDACTED], with the DuPage County Recorder as Document Number [REDACTED];

WHEREAS, on July 12, 2007, [REDACTED] recorded a warranty deed granting title to the Property to [REDACTED] the DuPage County Recorder as Document Number [REDACTED]

WHEREAS, on June 11, 2014, [REDACTED] recorded a warranty deed granting title to the Property to [REDACTED] the DuPage County Recorder as Document Number [REDACTED]

WHEREAS, on or about March 7, 2017, [REDACTED] filed a Petition to Quash Service ("Original Petition");

WHEREAS, on or about October 19, 2017, [REDACTED] filed a Petition ("Amended Petition");

WHEREAS, the Foreclosure Action and the Petition, the Amended Petition, along with any and all other amendments, proposed amendments, counterclaims, cross-claims, third-party claims, interventions, removals and appeals of the lawsuit shall be referred to as the "Litigation";

WHEREAS, the Parties agree that it is in their mutual interests to avoid the uncertainty and expense of this Litigation by reaching a settlement and accommodation of the certain matters encompassed herein, without any admission of law or fact;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND RELEASES

1. SETTLEMENT PROVISIONS

- A. **Agreement Execution.** Within three (3) business days from the date of request by counsel for BANA, [REDACTED] shall execute two original counterparts of this Agreement and deliver one original counterpart and [REDACTED] counsel shall each deliver a completed 2017 W-9 tax form to counsel for BANA identified below.
- B. **Payment by BANA.** BANA shall pay by one check made payable to [REDACTED] the amount of \$100,000.00 (the "Payment"), on behalf of BANA, within (15) days of the later of the following events: (1) BANA's counsel's receipt of [REDACTED] executed copy of the Agreement; (2) BANA's counsel's receipt of the completed W-9 tax forms pursuant to Paragraph 1.A of the Settlement Provisions as set forth above; (3) [REDACTED] delivering an executed Stipulation of Dismissal with Prejudice to counsel for BANA pursuant to Paragraph C of the Settlement Provisions as set forth below.
- C. **Dismissal with Prejudice.** Within three (3) business days of the Effective Date, [REDACTED] shall cause her counsel to deliver an executed Stipulation of Dismissal with Prejudice attached as Appendix A together with any other documents required to dismiss the Amended Petition with prejudice to counsel for BANA as set forth in section 2(H) herein.
- D. **Full Satisfaction.** The Payment is in full satisfaction of each and every claim pleaded against BANA, including the Petition and Amended Petition, in the Litigation and it includes all attorneys' fees and costs that [REDACTED] incurred in connection with the Litigation.

- E. **Release.** For consideration of the Payment, the receipt and sufficiency of which are hereby expressly acknowledged, [REDACTED] herself and each of her present, future and former heirs, executors, administrators, partners, co-obligors, co-guarantors, guarantors, sureties, family members, spouses, attorneys, insurers, agents, representatives, predecessors, successors, assigns and all those who claim through them or could claim through them (collectively **"Releasers"**) unconditionally and irrevocably remises, waive, satisfy, release, acquit, and forever discharge BANA and each of their present, former and future parents, predecessors, successors, assigns, assignees, affiliates, subsidiaries, divisions, departments, subdivisions, owners, partners, principals, trustees, creditors, shareholders, joint ventures, co-venturers, officers and directors (whether acting in such capacity or individually), attorneys, vendors, accountants, nominees, agents (alleged, apparent or actual), representatives, employees, managers, administrators, and all persons or entities claiming the underlying Property by, through, or under them, and/or each person or entity acting or purporting to act for them or on their behalf, as well as any past, present or future person or any entity that held or holds any interest in the Loan(s), and the underlying Note and Mortgage, including but not limited to Bank of America Corporation and all of its subsidiaries and affiliates [collectively the **"Releasees"**], and each of them respectively, from and against any and all past and present claims, counterclaims, actions, defenses, affirmative defenses, suits, rights, causes of action, lawsuits, set-offs, costs, losses, controversies, agreements, promises and demands, or liabilities, of whatever kind or character, direct or indirect, whether known or unknown or capable of being known, whether existing now or to come into existence in the future, arising at law or in equity, by right of action or otherwise, including, but not limited to, suits, debts, accounts, bills, damages, judgments, executions, warranties, attorneys' fees, costs of litigation, expenses, claims and demands whatsoever that the Southerland Releasers, or their attorneys, agents, representatives, predecessors, successors and assigns, have or may have against the Releasees, for, upon, or by reason of any matter, cause or thing, whatsoever, in law or equity, including, without limitation, the claims made or which could have been made [REDACTED] arising from the origination or servicing of the Loan (in any manner) as well as in any way related to the underlying Property, Note, and Mortgage, any servicing act or omission thereon as well as any claim or issue which was or could have been brought in the Litigation, and explicitly disclaim all interest in the Property and agree not to challenge the claims of the current record title-holder of the Property, or any subsequent title-holder of the Property, to ownership of the Property (collectively **"Released Matters"**).
- F. **Confidentiality and Notices.** As a material inducement and an indivisible part of the consideration to be received by BANA to enter into this Agreement, the Parties agree that it is appropriate to maintain the allegations made in the Litigation, any discovery exchanged between them in the Litigation, this Agreement, the terms of this Agreement, and the settlement provided for herein (collectively the **"Information"**) as confidential on a going forward basis as of the date of this Agreement. Toward that end, the Parties agree that they and their attorneys will neither disclose nor reveal to any person or entity or directly or indirectly publish, publicize, disseminate or communicate to any person or entity the Information on a go forward basis as of the date of this Agreement, including but not limited to a prohibition on Southerland and her attorney posting or otherwise disclosing Information on the Internet or any other paper or electronic media outlet (including but not limited to news organizations websites or newspapers, email, Facebook, MySpace, Twitter, etc.). The only permitted disclosure of Information hereunder is to the persons or entities specifically identified in subparagraphs (i)-(ix) below.
- i) The Parties may provide a copy of this Agreement and/or describe the terms and conditions of this Agreement within any lawsuit before a United States court of competent jurisdiction only in response to a Court order to that effect. The Parties further agree that, to the extent they or their