

SETTLEMENT AND RELEASE AGREEMENT

A. Parties

This Settlement and Release Agreement and its Exhibits (collectively, "Agreement") is made and entered into as of the last day set forth on the signature page ("Effective Date") by and between GMAC Mortgage, LLC ("Company") and Zeinab Issa and Ali N. Barakat (collectively "Borrowers") (individually, a "Party," and collectively, the "Parties") for the purpose of resolving by compromise and settlement all claims, controversies and alleged liabilities arising out of a dispute as set forth below.

B. Recitals

This Agreement is entered into with reference to the following facts.

1. On April 18, 2008, Borrowers executed a \$188,000 note ("Note") in favor of Lewis Hunt Enterprises, Inc. secured by a mortgage ("Mortgage") encumbering Borrowers' real property commonly known as 1322 Plainfield, Dearborn Heights, Michigan 48127 ("Property"). (The Note, Mortgage and associated origination documents are collectively referred to as the "Loan Documents," setting forth the terms of the "Loan.")

2. Company currently services the Loan.

3. Borrowers filed a lawsuit against Company in the Circuit Court for Wayne County, Michigan, Case No. 10-004439-CZ ("Lawsuit") concerning the Parties' rights and obligations under the Loan Documents.

4. Each Party denies all allegations, claims and defenses made by the other Party in the Lawsuit.

5. Notwithstanding the above, solely in order to avoid the cost and uncertainty of further litigation, the Parties desire to compromise and settle the Lawsuit and adjust and settle their rights and obligations in connection with the Loan Documents.

C. Agreements, Releases and Promises.

THEREFORE, in consideration of the facts and general releases and promises contained herein, and for other good and valuable consideration, the receipt of which is acknowledged by each Party hereto, the Parties promise and agree as follows:

1. Loan Modification. Company agrees to modify the Loan Documents as set forth in the Loan Modification Agreement attached as Exhibit A to this Agreement. Company and Borrowers shall execute the Modification Agreement simultaneously with this Agreement. The terms of the original Loan Documents shall control unless expressly modified by the Loan Modification

Agreement. Borrowers agree that they are bound by the terms of the Loan Documents except as expressly modified by the Loan Modification Agreement.

2. Dismissal of Lawsuit. The Parties agree to dismiss the Lawsuit with prejudice and without costs. The Parties' counsel shall execute the Stipulation and Order to Dismiss attached as Exhibit B to this Agreement simultaneously with the Parties' execution of this Agreement.

3. Confidentiality. The Parties and their attorneys represent, warrant and agree that the terms and contents of this Agreement and all information and evidence elicited or exchanged during the Lawsuit and in negotiating this Agreement are and shall be treated as confidential and shall not be disclosed, in any way used or described or characterized to any other person or entity except as follows: (a) Borrowers may only disclose the contents or terms of the Agreement to his accountants and other tax preparers, to the Internal Revenue Service, to his attorneys, or if otherwise compelled by a court of law; and (b) Company may disclose the contents or terms of the Agreement under the same circumstances, to governmental entities to which Company reports, or as otherwise required in the normal course of its business. This confidentiality provision and agreement is a material term of this Agreement, breach of which the Parties hereby agree will cause the Parties irreparable harm.

4. Release. Except for the obligations and rights expressly set forth and reserved in paragraph 5 of this Agreement, Borrowers, for and on behalf of themselves and their present and future spouses (and common law spouses), children, parents, relations, successors, beneficiaries, heirs, next of kin, assigns, executors, administrators, and/or estate, or any and all other persons who could claim through them (collectively, the "Releasers"), hereby unconditionally and irrevocably remise, release, forever discharge and covenant not to sue Company, and all entities related to Company, and each of their past, present and future directors, officers (whether acting in such capacity or individually), shareholders, owners, partners, joint venturers, principals, trustees, creditors, attorneys, representatives, employees, managers, parents, subsidiaries, divisions, subdivisions, departments, affiliates, predecessors, successors, assigns and assigns, or any agent acting or purporting to act for them or on their behalf, including but not limited to Ally Financial Inc., formerly known as GMAC Inc., (collectively, the "Releasees"), from any and all claims, counterclaims, actions, causes of action, suits, set-offs, costs, losses, expenses, sums of money, accounts, reckonings, debts, charges, complaints, controversies, disputes, damages, judgments, executions, promises, omissions, duties, agreements, rights, and any and all demands, obligations and liabilities, of whatever kind or character, direct or indirect, whether known or unknown or capable of being known up until the Effective Date, arising at law or in equity, by right of action or otherwise, whether or not they could have been asserted in the Lawsuit, which the Borrowers may have against the Releasees up until the Effective Date, including without limitation, express or implied: (a) any and all claims for violation of the Real Estate Settlement Procedures Act ("RESPA"), 12 U.S.C. § 2601, *et. seq.* or its implementing regulations; (b) any and all claims for violation of the Truth in Lending Act ("TILA"), 15 U.S.C. § 1601, *et. seq.*, or its implementing regulations; (c) any and all claims for unfair and/or deceptive trade practices; (d) any and all claims for consumer fraud or for fraudulent and/or predatory lending practices; (e) any and all claims for attorneys' fees and costs of any kind or nature, by statute or otherwise; (f) any and all

claims that were or that could have been asserted in the Lawsuit; and (g) any and all claims that are relating to, concerning, or underlying the Loan, or the Loan transaction, or the servicing or administration of the Loan. It is the intention and effect of this release to discharge all claims that the Releasers have against the Releasees up until and including the date of the execution of this Agreement.

5. Release, Limitations. This Agreement does not release: (1) claims arising out of the failure of either Party to perform in conformity with the terms of this Agreement; (2) any future disputes between Borrowers and Company, including its successors and assigns, which arise out of or relate to the Parties' continuing relationship as mortgagor and mortgagee; and (3) Company's (including its successors' and assigns') right to foreclose.

6. Tax Consequences. This Agreement is enforceable regardless of its tax consequences. The Parties understand and agree that the modifications and payments set forth in this Agreement reflect the settlement of disputed legal claims and that Company makes no representations regarding the Agreement's tax consequences. Borrowers, however, specifically agree that they are solely responsible for any and all taxes, interest and penalties due and owing, if any, should the modifications, payments or any portion thereof, be taxable.

7. No Admission of Liability. This Agreement is entered into by the Parties for the purpose of compromising and settling the dispute and Lawsuit between them. This Agreement does not constitute, and shall not be construed as, an admission by either Party of the truth or validity of any claims asserted or contentions advanced by the other Party.

8. Costs. Each Party shall bear its own costs in connection with the Lawsuit and this Agreement, and the Parties waive and release any claims they otherwise have or may have had to such costs and attorneys' fees. In further consideration of the modifications and payments set forth in this Agreement, counsel for Borrowers and his/her firm release all claims for attorneys' or other liens against Company and its counsel in connection with the settlement of the Lawsuit. In executing this Agreement, Borrowers' counsel represents and certifies that no other person is entitled to any sum for attorneys' fees in connection with the Lawsuit and agrees to defend, indemnify and hold Company harmless if any person or firm asserts any claim for attorneys' fees in connection with the matters released herein.

9. Choice of Law, Jury Waiver. This Agreement is entered into in the State of Michigan and the Agreement and any rights, remedies, or obligations provided for in this Agreement shall be construed and enforced in accordance with the laws of that state. The Parties voluntarily and intentionally waive any right that they may have to a trial by jury in any action, proceeding or litigation directly or indirectly arising out of, or relating to, this Agreement.

10. Construction of Agreement. This Agreement shall be construed as a whole according to its fair meaning and as if both Parties jointly prepared it. Any uncertainty or ambiguity in the Agreement shall not be strictly interpreted or construed against either Party.

11. Severability. The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated to be invalid, unenforceable or void for any reason whatsoever, each such portion, provision or part shall be severed from the

remaining portions, provisions or parts of this Agreement and shall not affect the validity or enforceability of any remaining portions, provisions or parts.

12. No Oral Modification. This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All modifications must be in writing and duly executed by all Parties.

13. Representations, Indemnifications. The Parties represent and warrant to each other that each is the sole and lawful owner of all right, title and interest in and to every claim and other matter which each releases in this Agreement and that they have not previously assigned or transferred, or purported to do so, to any person or other entity any right, title or interest in any such claim or other matter. In the event that such representation is false and any such claim or matter is asserted against either Party by anyone who is the assignee or transferee of such a claim or matter, then the Party who assigned or transferred such claim or matter shall fully indemnify, defend and hold harmless the Party against whom such claim or matter is asserted and its successors from and against such claim or matter and from all actual costs, attorneys' fees, expenses, liabilities and damages which that Party and its successors incur as a result of the assertion of such claim or matter.

14. Knowing and Voluntary Assent. The Parties acknowledge that this Agreement is executed voluntarily by each of them, without any duress or undue influence on the part of, or on behalf of any of them. The Parties further acknowledge that they have had the opportunity for representation in the negotiations for, and in the performance of, this Agreement by counsel of their choice and that they have read this Agreement and/or have had it fully explained to them by their counsel and that they are fully aware of the contents of this Agreement and its legal effect.

15. Final and Binding Agreement. The Parties acknowledge that this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, agents, representatives, successors, and assigns.

16. Complete Agreement. This Agreement, including as Exhibit A the Non-HAMP Loan Modification Agreement, which amends and supplements the Note and Mortgage executed by Borrowers on or about April 18, 2008, constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties, and the terms of the Agreement are contractual and not merely recitals. No other agreement, written or oral, expressed or implied, exists between the parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them. Nothing in this paragraph supersedes the Non-HAMP Loan Modification Agreement, which amends and supplements the Note and Mortgage executed by Borrowers on or about April 18, 2008.

17. Counterparts and Facsimile Signatures. This Agreement may be executed in any number of counterparts and with facsimile signatures, and all such counterparts shall be construed together and constitute a single form of this Agreement.

18. Headings and Captions. The headings and captions inserted into this Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.



IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the last day set forth below.

Date: _____ [Company]

By: _____

Its: _____

Date: 3/16/2011

 [Borrowers]


The undersigned represents that s/he is one of the attorneys for Borrowers. In that capacity, s/he has reviewed and hereby approves the form of the foregoing Agreement, and agrees (to the extent applicable) to be bound thereby.

Date: 3/16/2011
