

REO #: \_\_\_\_\_  
Loan #: \_\_\_\_\_

**RELEASE OF ALL CLAIMS**

For and in consideration of the sum of \_\_\_\_\_ Dollars  
paid to \_\_\_\_\_ (the Occupant)  
by \_\_\_\_\_ (Owners) the receipt and sufficiency of which  
are hereby acknowledged, the Occupant hereby releases and discharges OWNER, and its servicers,  
representatives, agents, attorneys, Officers, Directors, employees, successor and assigns, contractors and  
agents (Released Parties) from all debts, demands, actions, causes of action, suits, accounts, covenants,  
contracts, agreements, damages, claims, demands and liabilities whatsoever of any type, both in LAW and  
in EQUITY, which the Occupant now has or ever has had to this date against the Released Parties, as a  
result of occupancy or residence by the Occupant of the premises located at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter the Property).

This Release includes, but is not limited to, all claims which the Occupant may have pursuant to state or  
federal law, specifically including rent control statutes and any related disclosure provisions, any implied  
warranties of fitness for purpose and/or habitability, state or local board of health codes, lead paint  
regulations or statutes, security deposit or last month's rental payment violations, and any other applicable  
state or federal codes, regulations or statutes arising out of or in connection with the occupancy or  
residence by the Occupant. In addition, the Occupant hereby acknowledges that the Occupant has no  
lawful right or privilege to occupy the Property and has completely vacated the Property, and removed all  
of its personal property, from the Property effective as of the date hereof, and hereby agrees to indemnify  
the Released Parties from all claims of third parties arising out of the occupancy or residence of the  
Property.

It is the intention of Occupant in executing this release that it shall be effective as a bar to each and every  
claim, demand and cause of action hereinabove specified and in furtherance of this intention Releasor(s)  
hereby expressly waives any and all rights and benefits conferred by the provisions of Section 1542 of the  
Civil Code of the state of California, which reads:

**"A general release does not extend to claims which the creditor does not know or suspect to  
exist in his favor at the time of executing the release, which if known by him must have  
materially affected his settlement with the debtor."\***

IN WITNESS WHEREOF, the undersigned has executed this agreement on the day and year first above  
written.

By: \_\_\_\_\_  
Occupant

By: \_\_\_\_\_  
Occupant

Witness: \_\_\_\_\_

\* Applicable for California only