**DISCLOSURE AND RELEASE**

WHEREAS, _____ ("Releasor") has indicated his desire to enter the real estate located at _____ 2706 Lakehaven, San Antonio, TX, 78222 _____ (the "Property") which is managed by REO Management Solutions, LLC (RMS) on behalf of its client;

WHEREAS, RMS has been informed that as a result of a water leak, mold and or other microscopic organisms may exist at the Property and such microscopic organisms and/or mold may cause physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons; and

WHEREAS, RMS desires, and it is RMS's intention, to disclose these matters Releasor via this Disclosure and Release; and

WHEREAS, notwithstanding these matters, Releasor desires to enter the Property; and

WHEREAS, Releasor voluntarily, willingly and knowingly executes this disclosure and release with the express intention of effecting the extinguishment of obligations designated in this release below:

1. Releasor hereby acknowledges that he has read this Disclosure and Release and are aware of the conditions set forth therein. Notwithstanding this disclosure, Releasor still desires to enter the Property.

2. Releasor hereby acknowledges and agrees that RMS, its officers, employees, agents, successors and assigns shall not bear any responsibility (financial or otherwise) for any loss or damages or injury or inconvenience sustained by Releasor caused by, related to or in conjunction with the inspection of the Property or arising out of the conditions of the Property.

3. Releasor, with the intention of binding Releasor, Releasor's heirs, executors, administrators and assigns, release, forever discharges and holds harmless RMS, its officers, employees, agents, successors, and assigns of and from any and all manner of actions, causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever in law Releasor or in equity, against RMS, its officers, employees, agents, successors and assigns which ever had, now has, or may have, or which Releasor's successors, heirs, executors or administrators, hereafter can, shall, or may have, for, on, or by reason of any matter, cause, or thing whatsoever arising from the subject of this release.

It is the intention of Releasor 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 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."***

Releasor elects to, and does, voluntarily and willingly assume all risks for claims arising after the date of this release, known or unknown, arising from the subject of this release, in favor of Releasor, and the Releasor's heirs, executors, administrators, successors, or assigns, and knowingly, voluntarily and expressly releases RMS, its officers, employees, agents, successors and assigns from any and all liability for claims arising out of such matters.

I/We, the undersigned, have read this release and understand all of its terms. I/We execute it voluntarily and with full knowledge of its significance.

Dated_____

_____

Printed name: _____

_____

Printed name: _____

*Applies to CA properties only