



4/2/2009

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Fontana, CA 92336

Re: IndyMac Bank Loan No. [REDACTED]

Dear Customer,

We are pleased to notify you that you have been approved for a Loan Modification, which adds the past due payments to your loan balance.

\* Please Note: This Modification will replace any repayment plan previously established.

*The Following Terms and Conditions will apply:*

- The approved modification will incorporate the delinquent payments for the months of 7/1/2008 through 5/1/2009.
- These delinquent payments will be added to the end of your loan term. Your new monthly payment, due date, and interest rate are according to the table below:

Interest Change Date	Interest Rate	Payment Due Date	Monthly P&I
5/1/2009	4.5000%	6/1/2009	\$1,902.83
5/1/2014	6.5000%	6/1/2014	\$2,429.13

Monthly payments will remain fixed at 6.5000% from 6/1/2014 for the remaining term of the loan.

- Your estimated total payment of \$2,484.55 will be due on 6/1/2009
- The modification makes your last payment due on 5/1/2049
- To process your modification, you will need to send certified funds (i.e. Western Union Quick Collect-code city: IndyMac Bank, CA, certified check, money order, etc.) for the following amount:

- Total Mod Deposit Amount = \$1,847.01  
 - Amount already received = \$1,847.01

**AMOUNT DUE FROM BORROWER = \$0.00**

- The following provides a breakdown of the Modification Deposit:
  - Modification Fee \$0.00
  - Escrow Shortage \$1,337.01
  - FC Fees & Costs \$510.00
  - Delinquent Interest 0
- Your outstanding late charges/other fee balance remains \$76.50. PLEASE BE ADVISED: these fees are not included in the loan modification and will remain outstanding until paid
- You will receive an updated statement reflecting these changes to your loan once we receive your executed modification agreement.
- Approval of this modification is subject to verification of your stated income. Please enclose:
- In order to take advantage of this one time offer, please sign the enclosed Modification Agreement (and notarize, if applicable) and return in the enclosed UPS overnight envelope by 4/10/2009
- Does the Loan Modification need to be notarized? YES

Sincerely,

[REDACTED]  
Loss Mitigation Analyst

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After recording please return to:  
IndyMac Federal Bank, F.S.B.

[Redacted]

Date: 4/2/2009  
IndyMac Federal Bank Loan No. [Redacted]  
Fannie Mae Loan No. [Redacted]  
This is a Document Prepared by:  
Dee Francique /IndyMac Bank

**LOAN MODIFICATION AGREEMENT**  
(Providing for Step Rate/Capitalization)

This Loan Modification Agreement ("Agreement"), made on 4/2/2009 between [Redacted] & [Redacted] ("Borrower") and IndyMac Federal Bank, F.S.B. ("Lender"), amends and supplements (1) the Note (the "Note") made by the borrower in the original principal sum of U.S. \$400,000.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 8/15/2006 and recorded on 8/22/2006 in Book or Liber n/a at page(s) n/a, or Instrument or Document No. 2006-0572541, of the official records of San Bernardino, California [County and State or other jurisdiction]. The Security Instrument which was entered into as Security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at:

[Redacted], Fontana, CA 92336  
The property described being set forth as follows: SEE EXHIBIT "A"  
Assessor's Parcel No. n/a

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of 4/2/2009 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") in U.S. \$391,980.57 consisting of the amount(s) loaned to the Borrower by the Lender.

11 months of interest and advances will be capitalized at 6.5000% totaling \$31,281.77 and the loan re-amortized over 480 months. When payments resume on 6/1/2009, the new Unpaid Principal Balance will be \$423,262.34

2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual interest rate which will change and pay monthly payments of principal and interest in U.S. dollars ("P&I") in accordance with the following schedule:

Interest Change Date	Interest Rate	Payment Due Date	Monthly P&I
5/1/2009	4.5000%	6/1/2009	\$1,902.83
5/1/2014	6.5000%	6/1/2014	\$2,429.13

Monthly payments will remain fixed at 6.5000% from 6/1/2014 for the remaining term of the loan.

If on 5/1/2049 (the "Maturity Date"), the borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.