

Loss Mitigation Department

2900 Esperanza Crossing

Austin, Texas 78758

11/22/2010

[REDACTED]
[REDACTED]
Lake Forest, CA 92630

Subject: Mortgage Loan Number [REDACTED]

Property Address: [REDACTED]

Lake Forest, CA 92630

Thank you for giving us the opportunity to assist you with your loan number [REDACTED]. The owner of your loan has agreed to assist you by extending the Forbearance Plan outlined below.

The terms and conditions of the Forbearance plan are as follows:

Payment Date	Amount
1/1/2011	\$2,043.28
2/1/2011	\$2,043.28
3/1/2011	\$2,043.28

3/1/2011 LAW OFFICE
MICHAEL GADDIS

Indymac Mortgage Services, a division of One West Bank FSB will suspend collections and foreclosure upon receipt of the signed agreement and the first payment. Upon default under any of the terms or conditions in this agreement, Indymac Mortgage Services, a division of One West Bank FSB retains the right to terminate this agreement, to demand immediate payment of all remaining installments and to resume collections and/or foreclosure at the point the servicing was previously suspended without further notice. If your loan is in foreclosure and you default under any terms or conditions of this agreement Indymac reserves the right to re-commence the foreclosure actions immediately with no further notice to you, your representatives or agents. At the end of your forbearance period the loan will revert back to the original terms in effect prior to the forbearance unless the forbearance is extended, or the loan is modified.

PLEASE BE SURE TO SIGN, DATE AND FAX BOTH PAGES OF THIS AGREEMENT BACK TO INDYMAC MORTGAGE SERVICES, A DIVISION OF ONE WEST BANK FSB IMMEDIATELY UPON RECEIPT IN ORDER TO ACTIVATE THE PLAN. NO FUNDS WILL BE ACCEPTED UNTIL THE PLAN IS ACTIVATED.

Payment and proof of ongoing unemployment benefits to be mailed to:

ATTN: Indymac-14
2900 Esperanza Crossing
Austin, TX 78758

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Or, for same day service, payment may be made by phone to an Indymac Mortgage Services representative or through Western Union. Our Western Union code city and state is "Indymacbank, California". We suggest if using a mail service that you use a same day or overnight delivery service that will provide you with proof of our receipt of funds.

I hereby fully understand and agree to the conditions and terms as set forth in pages 1 and 2 of this Special Forbearance Agreement between Indymac Mortgage Services, a division of One West Bank FSB and myself.

I UNDERSTAND THAT IF I FAIL TO MAKE THE PAYMENTS AS OUTLINED AND FORECLOSURE IS RESUMED, INDYMAC MORTGAGE SERVICES, A DIVISION OF ONE WEST BANK FSB IS NOT OBLIGATED TO RETURN ANY FUNDS PREVIOUSLY TENDERED UNDER THE TERMS OF THIS SPECIAL FORBEARANCE

IN ORDER TO VALIDATE THIS PLAN AND APPLY FUNDS RECIEVED, INDYMAC MORTGAGE SERVICES, A DIVISION OF ONE WEST BANK FSB MUST RECEIVE A SIGNED AND DATED COPY BY 01/01/2011. PLEASE FAX THE COMPLETED EXECUTED PLAN TO:



Indymac
1-866-923-8905
THE LAW OFFICES OF
MICHAEL GADDIS

FOR LOANS IN FORECLOSURE

1. YOU MUST CERTIFY WITH INDYMAC MORTGAGE SERVICES, A DIVISION OF ONE WEST BANK FSB THAT THIS SIGNED DOCUMENT HAS BEEN RECEIVED AND CONFIRM WITH THE FORECLOSURE ATTORNEY THAT THE FORECLOSURE HAS BEEN SUSPENDED.
2. IN THE EVENT THAT THERE IS A FORECLOSURE SALE SCHEDULED, YOU AGREE THAT INDYMAC MORTGAGE SERVICES, A DIVISION OF ONE WEST BANK FSB WILL MAKE ALL REASONABLE ATTEMPTS TO POSTPONE THE SALE BUT THERE IS NO GUARANTEE MADE THAT THE SALE WILL BE POSTPONED AFTER THE RECEIPT OF THIS DOCUMENT.

_____ Date

_____ Date

_____ Reference/receipt number of payment

_____ Payment method