

Please return to:
IndyMac Mortgage Services, a division of OneWest Bank, FSB
Mailcode: IndyMac-2
2900 Esperanza Crossing
Austin, TX 78758

Date: 4/1/2010
IndyMac Mortgage Services Loan No.: [REDACTED]
Fannie Mae Loan No.: [REDACTED]
Reference No.: [REDACTED]

LOAN MODIFICATION AGREEMENT
(Providing for Step Rate/Capitalization)

This Loan Modification Agreement ("Agreement"), made on 4/1/2010 between [REDACTED] ("Borrower") and IndyMac Mortgage Services, a division of OneWest Bank, FSB ("Lender") amends and supplements (1) the Note (the "Note") made by the borrower in the original principal sum of U.S. \$266,000.00 and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 10/22/2004 and recorded on 10/29/2004 in Book or Liber _____ at page(s) _____, or Instrument or Document No. _____ of the official records of Riverside, CA [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], Corona

The property described being set forth as follows: SEE EXHIBIT "A"

Assessor's Parcel No. _____

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 4/1/2010 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$249,598.21 consisting of the amount(s) loaned to the Borrower by the Lender.
2. This modifies Section 1 of the Note - Borrower's Promise to Pay
9 months of past due interest and advances will be capitalized at 6.250% totaling \$11,781.80 and the loan re-amortized over 296 months. When payments resume on 5/1/2010 the "New Unpaid Principal Balance" will be \$261,390.01
3. This modifies Section 3.A and 3.B of the Note - Payments

The Borrower promises to pay the New Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the New Unpaid Principal Balance at the annual interest rates set forth in the following schedule, which will change as indicated, and borrower promises to pay monthly payments of principal and interest in U.S. dollars (P&I) as follows:

Interest Paid to Date	Interest Rate	Payment Due Date	Monthly P&I
4/1/2010	6.250%	5/1/2010	\$1,736.49

Future payments will be based on the interest rate specified in the Note. If the Note provides for periodic adjustments to the interest rate and/or payments, those adjustments will occur as specified in the Note.

If on 11/1/2034 (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.

The Borrower will make such payments at P.O. Box 78826, Phoenix, AZ 85062 or at such other places as the Lender may require.

4. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

IndyMac Mortgage Services Loan No.: [REDACTED]

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

- 5. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance, premiums, assessments, escrow items, impounds and all other payments that the Borrower is obligated to make under the Security Instrument.
- 6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in the Agreement, the Note and Security Instrument will remain unchanged and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

7/30/10
 Date: [REDACTED] - Borrower
 Date: [REDACTED] - Co-Borrower

THE LAW OFFICES OF
MICHAEL GADDIS

Lender:
 IndyMac Mortgage Services, a division of OneWest Bank, FSB

Date

On this 30th day of March, 2010, before me [REDACTED] Notary Public, personally appeared [REDACTED] personally known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person, or entity upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal [REDACTED]
 Signature of Notary Public
 (Notary Seal)



IndyMac Mortgage Services Loan No.: [REDACTED]
 [Attach Acknowledgment in Accordance with Laws of Jurisdiction]
 Lender:
 IndyMac Mortgage Services, a division of OneWest Bank, FSB