

YOU HAVE BEEN APPROVED FOR A

# Loan Modification.

Questions?

1.888.230.6711

Reference No. [REDACTED]  
Investor Loan No. [REDACTED]  
Loan No. [REDACTED]

Offer Expires:  
1/28/2011

Property Address:  
[REDACTED]  
Escondido, CA 92026

December 20, 2010

Dear [REDACTED]

Congratulations! You have been approved for a custom loan modification through IndyMac Mortgage Services. We are pleased to offer the enclosed custom modification as a permanent solution to help you stay in your home.

This offer is only valid for a limited time. The enclosed modification agreement must be signed and returned to IndyMac Mortgage Services by 1/28/2011.

If you accept this offer, you will need to sign and return the enclosed modification agreement along with your first monthly payment in the enclosed prepaid envelope. The monthly payment will be \$2,817.45. Please refer to your monthly statement for your escrow payment amount (if applicable).

Please sign and return the enclosed modification agreement on or before the above mentioned expiration date. If you have any questions about this offer, please call our loan counselors at 1.888.230.6711.

Sincerely,



Brandon Latman  
First Vice President  
IndyMac Mortgage Services

Call Toll Free  
Monday - Friday, 8 a.m. - 9 p.m. (EST)  
Saturday, 9 a.m. - 6 p.m. (EST)

Your loan will be modified using the following step(s):

- **Capitalize Delinquent Amounts**  
\$42,317.28 of delinquent amounts have been added to your loan balance to bring your loan current. Your new principal balance is \$615,499.63.

THE LAW OFFICES OF  
**MICHAEL GADDIS**

**HURRY!**

**This offer expires on 1/28/2011**

**To finalize your modification,  
simply sign and return the  
enclosed packet today!**

IndyMac Mortgage Services  
a division of OneWest Bank, FSB



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This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

[Redacted]

Escondido, CA 92026-1416

If you have any questions regarding this offer, please call us toll free at 1.888.230.6711.

Product: IndyMac Mortgage Services Custom Modification

IndyMac Mortgage Services Loan Number: [Redacted]

Investor Loan Number: [Redacted]

Property Address: [Redacted] Escondido, CA 92026

This letter ("Agreement") will confirm your agreement to modify your Note and your Security Instrument as follows. Capitalized terms not otherwise defined herein have the meaning given them in the Note or the Security Instrument.

1. This Agreement is not binding on Note Holder, unless and until Note Holder, or servicing agent, IndyMac Mortgage Services, a division of OneWest Bank, FSB ("IndyMac"), verifies that you qualify for this modification offer. You will promptly provide IndyMac acceptable information to permit verification of your income, and make the payments shown in the payment schedule in paragraph 5 of this Agreement, while IndyMac verifies your information. If you qualify, IndyMac, will sign and return this Agreement to you, and it will be effective on the date it is signed by IndyMac. If you do not make all payments when due while we verify that you qualify, or if you do not qualify, your Note will not be modified. IndyMac will apply any payments you made to the amounts you owe.
2. The unpaid principal balance of your Note as of the date of this Agreement, before modification, is \$573,182.35.
3. The Note and the Security Instrument are modified to increase the principal balance of the Note by the amounts of your arrearages on the Note of \$42,317.28, including past due interest in the amount of \$24,282.85, past due Escrow Items totaling \$14,309.51 and servicing costs totaling \$3,724.92. The new principal amount of the Note is \$815,499.63. All unpaid late charges have been waived. There are no fees or other charges assessed for the modification.
4. We agree that any portion of Escrow Items that we add to the unpaid Principal Balance which creates a surplus in your escrow account will not be secured by the real property described in the Security Instrument, but is included in the Principal Balance that you must repay as provided in this Agreement.
5. Future payments will be based on the interest rate specified in the Note. If the Note provides for periodic adjustments to the interest and/or payments, those adjustments will occur as specified in the Note. Repayment of principal shall commence as specified in the Note.

THE LAW OFFICES OF

Interest Paid to Date	Interest Rate	Payment Due Date	Monthly Payment
1/1/2011	5.493%	2/1/2011	\$2,817.45

# MICHAEL GADDIS

6. Your monthly payment stated in your Note will change effective with the payment due on 2/1/2011. This monthly payment will consist of interest only, and will continue until the next payment or interest rate change date. This monthly payment will change as shown in paragraph 5 above.
7. The Note Holder will send you notice of these changes.
8. The Maturity Date stated in your Note does not change; the Maturity Date remains 9/1/2034.
9.  If box is checked, a Post-Chapter 7 Rider to Modification Agreement ("Rider") is attached to this Agreement. The Rider is incorporated into this Agreement with the same effect as if the Rider had been included directly into the body of this Agreement.
10. The monthly payments, stated above, do not include required payments for taxes and insurance, which may be substantial. Your monthly requirements for taxes and insurance will change periodically during the term of your mortgage.
11. Your Security Instrument will continue to secure payment and performance of the Note as amended by this Agreement.
12. Except as modified by this Agreement, all terms and provisions of the Note, any Riders, and the Security Instrument remain in full force and effect.
13. The Note and Security Instrument are duly valid, binding agreements, enforceable in accordance with their terms, and are hereby reaffirmed.
14. I agree that I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that a corrected Agreement will be provided to me and this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement.