

After recording please return to:
OneWest Bank, F.S.B.
2900 Esperanza Crossing
Austin, TX 78758

Date: 6/22/2010
OneWest Bank Loan No. [REDACTED]
Fannie Mac Loan No. [REDACTED]
This is a Document Prepared by:
[REDACTED] /OneWest Bank

LOAN MODIFICATION AGREEMENT (Providing for Step Rate/Capitalization)

This Loan Modification Agreement ("Agreement"), made on 6/22/2010 between [REDACTED] & ("Borrower") and *IndyMac Mortgage Services*, a Division of OneWest Bank, FSB ("Indymac") ("Lender"), amends and supplements (1) the Note (the "Note") made by the borrower in the original principal sum of U.S. \$412,750.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 7/31/2007 and recorded on 8/1/2007 in Book or Liber n/a at page(s) n/a, or Instrument or Document No. [REDACTED] 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. [REDACTED]

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 6/22/2010 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") in U.S. \$412,750.00 consisting of the amount(s) loaned to the Borrower by the Lender.

18 months of interest and advances will be capitalized at 7.0000% totaling \$49,453.79 and the loan re-amortized over 324 months. When payments resume on 9/1/2010, the new Unpaid Principal Balance will be \$462,203.79

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
8/1/2010	2.0000%	9/1/2010	\$1,847.38
8/1/2015	3.0000%	9/1/2015	\$2,042.06
8/1/2016	4.0000%	9/1/2016	\$2,239.78
8/1/2017	4.7500%	9/1/2017	\$2,388.52

Monthly payments will remain fixed at 4.7500% from 9/1/2017 for the remaining term of the loan.

If on 8/1/2037 (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.

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

- 3. 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

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.

- 4. 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; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

- 5. 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.

- 6. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In some cases where the loan has been registered with MERS who has only legal title to the interest granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right to exercise any or all of those interests, including, but no limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but no limited to, releasing and canceling the mortgage loan.

Witnessed by:

Print Name -

Date

[REDACTED] - Borrower

Date

_____ - CoBorrower