

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

OneWest Bank Loan No. [REDACTED]
 This is a document prepared by:
 Nicolas Lopez OneWest Bank

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS
 ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
 ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
 THE SECURITY INSTRUMENT IS RECORDED

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective 11/4/2010 between [REDACTED] as joint tenants ("Borrower") and [REDACTED]

OneWest Bank, FSB

IndyMac Mortgage Services, a Division of OneWest Bank, FSB ("Indymac"),

and amends and supplements (1) the Note (the "Note") made by the Borrower in the original principal sum of U.S. \$312,720.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 8/16/2006 and recorded on 11/1/2006 as Document or Instrument Number [REDACTED] or in book or liber [REDACTED] at page(s) 0, of the official records of RIVERSIDE

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] WINCHESTER, CA 92596

The real property is described as follows: SEE EXHIBIT "A"
 Assessor's Parcel No. [REDACTED]

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and the Lender agree to modify the terms of the Note and Security Instrument as follows: the Borrower and the Lender agree that the provisions of this Modification supersedes and replaces and inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower is the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums, and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$65,469.83, have been added to the indebtedness under the terms of the Note and Security Instrument. As of 11/4/2010, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the unpaid "Principal Balance") is U.S. \$402,104.49
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at a yearly rate of 7.8750% (with such rate changing periodically if required by the provisions of the mortgage note), beginning 12/1/2010. The Borrower promises to make monthly interest payments of U.S. \$3,041.85, beginning 1/1/2011, and continuing thereafter on the same day of each succeeding month. Monthly Payments will still change according to the Original Note. Calculation of Monthly Payment Changes remains the same as Section 3B of the Original Note. Provisions set by the Original Note remain the same. **Borrower will make Full Monthly payments beginning on the 5th Payment Change Date as described in Section 3B of the Original Note. If on 9/1/2036 (the "Modified Maturity Date"), the**

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Borrower still owes amounts under the Note and Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Maturity Date of 9/1/2036

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

- 4. If at any time the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of n/a beginning on an effective date stated in the notice. That date will be at least 30 days after the date on which the notice is delivered or mailed to the Borrower. If the Borrower defaults, the Lender may, at it's election, require the Borrower to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secure by the Note and Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower acknowledges that the increased rate of interest will only be charged if the Borrower does not meet it's obligation under the Note and Security Instrument, as modified by this Modification.
- 5. Except to the extent that they are modified by this Modification, the Borrower will comply with all all the covenants, agreements, and requirements of the Note and 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 Modification 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 this Modification, the Note and Security Instrument will remain unchanged and in full affect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
- 7. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)] 1-4 Family Rider - Assignment of Rents Modification due on transfer rider
- 8. Regarding Mortgage Insurance, where applicable, if you and Lender (or note holder) agree to a modification of the terms or conditions of your mortgage loan, then the cancellation date, termination date, or final termination date will be recalculated to reflect the modified terms and conditions agreed upon.
- 9. 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.

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument]

Date

[REDACTED] - Borrower

Date

[REDACTED] - CoBorrower

OneWest Bank Loan No. [REDACTED]

State of CALIFORNIA
County of RIVERSIDE

On this _____ day of _____, 2010, before me, _____
Notary Public, personally appeared _____ & _____
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

Signature of Notary Public
(Notary Seal)



[Attach Acknowledgment in Accordance with Laws of Jurisdiction]

THE LAW OFFICES OF
Lender: Indymac Mortgage Services, A Division of OneWest Bank
MICHAEL GADDIS
Date _____

State of Texas
County of Travis

On this _____ day of _____, 2010, before me, _____, Notary
Public, personally appeared _____ of Indymac Mortgage Services, a
division of OneWest Bank, F.S.B., personally known to me, or proved to me on the basis
of satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her authorized capacity,
and that by his/her signature on the instrument the person, or entity upon behalf of which the person
acted, executed this instrument.

WITNESS my hand and official seal

Signature of Notary Public
(Notary Seal)