

# HELPING YOU STAY IN YOUR HOME.



IndyMac Mortgage Services  
a division of OneWest Bank®, FSB

*You may be able to modify your mortgage.  
Call 1.800.864.1660 for Immediate Assistance.*

April 15, 2013

[Redacted]  
[Redacted] W Bonnie Brae Ct  
Ontario, CA 91762

Expiration Date: 5/31/2013  
Loan #: [Redacted]  
Investor Loan #: [Redacted]  
Reference #: [Redacted]  
MAT Instance #: 2  
Property Address: [Redacted] Bonnie Brae Ct  
Ontario, CA 91762  
Call Toll Free: 1.800.864.1660  
Monday — Friday, 8 a.m. — 6 p.m. (EST)  
Saturday, 9 a.m. — 6 p.m. (EST)  
Visit our website at [www.indymacmortgageservices.com](http://www.indymacmortgageservices.com)

Dear [Redacted]

**Congratulations!** You are approved to enter into a trial period plan under the Home Affordable Modification Program. Please read this letter so that you understand all the steps you need to take to modify your mortgage payments. If you are in bankruptcy, please note that any loan modification is subject to approval by the court and/or your trustee, and the bankruptcy court may need to approve this trial modification. You may wish to discuss this offer with your attorney or trustee.

### What you need to do...

- To accept this offer, you must take one of the following actions by 5/31/2013:
- Sign the "Additional Trial Period Plan Information and Legal Notices;"
  - Contact us with your intent to accept this offer; or
  - Make your first trial period payment

To qualify for a permanent modification, you must make the following trial period payments in a timely manner:

|   |
|---|
| 1 <sup>st</sup> payment: \$1,194.64 by 5/1/2013 |
| 2 <sup>nd</sup> payment: \$1,194.64 by 6/1/2013 |
| 3 <sup>rd</sup> payment: \$1,194.64 by 7/1/2013 |

After all trial period payments are timely made and you have submitted all the required documents, your mortgage will be permanently modified. (Your existing loan and loan requirements remain in effect and unchanged during the trial period.) If each payment is not received by IndyMac Mortgage Services in the month in which it is due, this offer will end and your loan will not be modified under the terms described in this offer.

### How will my loan be modified?

Depending on your specific situation, if you successfully complete the trial period plan, we will take a series of steps to adjust the monthly mortgage payment to 31% of a borrower's total pretax monthly income. These include:

- 1) Add the delinquent amounts on your loan to the principal balance. This will create a new principal balance which will bring your loan current once the modification is completed.

**This is a communication from a debt collector attempting to collect a debt. 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.**

The Making Home Affordable Program was created to help millions of homeowners refinance or modify their mortgages. As part of this program, we, your mortgage servicer, and the Federal Government are working to offer you options to help you stay in your home.

Attachments: (1) Frequently Asked Questions and (2) Additional Trial Period Plan Information and Legal Notices

Reference #: [Redacted]

WLS\_12706

2) Reduce the interest rate to as low as 2.000%. The starting interest rate will be reduced in increments of 0.125 percent to get as close as possible to the target monthly mortgage payment ratio of 31%. The interest rate floor in all cases is 2.000%. Based on our initial review of your loan, the estimated modified interest rate of your loan will be 2.00000%. This rate is subject to change depending on final modification eligibility.

If you have any questions or if you cannot afford the trial period payments shown above but want to keep your property, or if you have decided to leave your property but still want to avoid foreclosure, please call us at 1.800.864.1660 as we may be able to help you. (Also, please review the attached "Frequently Asked Questions.")

**Beware of Foreclosure Rescue Scams. Help is free!**

- There is never a fee to get assistance or information about the Making Home Affordable program from your lender or a HUD-approved housing counselor.
  - For a HUD-approved counselor, visit: <http://www.hud.gov/offices/hsg/sfh/hcc/fcl>, or call the toll-free housing counseling telephone referral service at 1.800.569.4287.
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.
- Never make your mortgage payments to anyone other than your mortgage company without their approval.



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April 15, 2013

██████████  
██████████ W Bonnie Brae Ct  
Ontario, CA 91762

Dear ██████████

We are committed to helping you retain your home. That's why we have sent you a Home Affordable Modification Program ("HAMP") Trial Period Plan which would modify the terms of your loan and make your mortgage payments more affordable. Your loan has been previously referred to foreclosure and we will continue the foreclosure process while we evaluate your loan for a permanent modification, however **no foreclosure sale will be conducted and you will not lose your home** during this evaluation for a permanent modification with HAMP.

- Since you are eligible for HAMP trial offer, you will enter into a "trial period." You have received a Trial Period Plan Notice which contains a new trial payment amount (this will temporarily replace your current mortgage payment during the HAMP trial period). To accept the Trial Period Plan, you must make your first trial payment by the specified due date. Once you accept, we will halt the foreclosure process as long as you continue to make your required trial plan payments.
- If you fail to comply with the terms of the Trial Period Plan, you will be sent a Non-Approval Notice. In most cases, you will have 30 days to review the reason for non-approval and contact us to discuss any concerns you may have. During this 30-day review period, we may continue with the pending foreclosure action, but **no foreclosure sale will be conducted and you will not lose your home.**

**Important—Do not ignore any foreclosure notices.**

The HAMP evaluation and the process of foreclosure may proceed at the same time. You may receive foreclosure/eviction notices - delivered by mail or in person - or you may see steps being taken to proceed with a foreclosure sale of your home. While you will not lose your home during the HAMP evaluation, to protect your rights under applicable foreclosure law, you may need to respond to these foreclosure notices or take other actions. If you have any questions about the foreclosure process and the evaluation of your HAMP request, contact us at 1.800.864.1660. If you do not understand the legal consequences of the foreclosure, you are also encouraged to contact a lawyer or housing counselor for assistance.

**Questions**

Call 1.800.864.1660 if you cannot afford to make your trial period payments, but want to remain in your home. Or if you have decided to leave your home, contact us—we have other options that may be able to help you avoid foreclosure. Additionally, if you have any questions about the foreclosure (or other legal notices that you receive), please call us for assistance. You can also call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673) if you need further counseling. They offer free HUD-certified counseling services in English and Spanish, and can help answer any questions you have.

Sincerely,  
IndyMac Mortgage Services

# Sign & Return

If you have any questions regarding this offer,  
please call us toll free at 1.800.864.1660

## FREQUENTLY ASKED QUESTIONS

Get the answers you need to some of the most common questions.

### What else should I know about this offer?

- If you make your new payments timely **we will not conduct a foreclosure sale.**
- You will not be charged any fees for this trial period plan or a permanent modification.
- If your loan is modified, we will waive all unpaid late charges.
- Your credit score may be adversely affected by accepting a trial period plan. The impact of a permanent modification on a credit score depends on a homeowner's entire credit profile. For more information about your credit score please go to <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cra24.shtm>.
- You may be required to attend credit counseling.

### Why is there a trial period?

The trial period offers you immediate payment relief and gives you time to make sure you can manage the modified monthly mortgage payment. The trial period is temporary, and your existing loan and loan requirements remain in effect and unchanged during the trial period.

### How was my new payment in the trial period determined?

Your trial period payment is approximately 31% of your total gross monthly income, which we determined to be \$3,853.44 based upon the income documentation you provided. If the loan is successfully modified, your new payment also will be based on 31% of your gross income. In addition, if your existing payment includes mortgage insurance premiums, this amount will also be added to your payment. If we were able to permanently modify your loan today, we estimate your modified interest rate would be 2.00000%. Your final modified interest rate may be different.

The modified payment should be sufficient to pay the principal and interest as well as property taxes, insurance premiums and other permissible escrow fees based on our recent analysis of these costs. Your modified monthly payment may change if your property taxes and insurance premiums change. If you did not have an escrow account before, the timing of your tax and insurance bills may require that you make a payment to cover any such bills when they come due. This is known as an escrow shortage. Your loan has an escrow shortage of \$1,312.20; this can either be paid in a lump sum when the loan is modified or over the next 60 months in an amount of \$21.87 per month in addition to your modified monthly mortgage payment. If you wish to pay the total shortage as a lump sum, please contact us at 1.800.864.1660.

### When will I know if my loan can be modified permanently and how will the modified loan balance be determined?

Once you make all of your trial period payments on time, we will send you a modification agreement detailing the terms of the modified loan. Any difference between the amount of the trial period payments and your regular mortgage payments will be added to the balance of your loan along with any other past due amounts as permitted by your loan documents. While this will increase the total amount that you owe, it should not significantly change the amount of your modified mortgage payment as that is determined based on your total monthly gross income, not your loan balance.

### Are there incentives that I may qualify for if I am current with my new payments?

Once your loan is modified, you can earn a pay-for-success incentive for every month that you make on-time payments beginning with the trial period payments. Depending on your modified monthly payment, you may accrue up to \$1,000 each year for five years for a maximum of \$5,000. This important benefit, *which will be applied to your principal balance each year after the anniversary date of your first trial period payment due date*, will help you earn equity in your property by reducing the amount that you owe. However, you must remain current on your loan. You will lose this benefit if your modified loan loses good standing, which means that the equivalent of three full monthly payments are due and unpaid on the last day of any month, at any time during this five year period. If you lose this benefit, you will lose all accrued, unapplied incentive payments.

### Will my interest rate and principal and interest payment be fixed after my loan is permanently modified?

Once your loan is modified, your interest rate and monthly principal and interest payment will be fixed for the life of your mortgage unless your initial modified interest rate is below current market interest rates. In that case, the below market interest rate will be fixed for five years. At the end of the fifth year, your interest rate may increase by 1% per year until it reaches a cap. The cap will equal the market rate of interest being charged by mortgage lenders on the day your modification agreement is prepared (the Freddie Mac Primary Mortgage Market Survey® rate for 30-year fixed-rate conforming

mortgages). Once your interest rate reaches the cap, it will be fixed for the remaining life of your loan. Your new monthly payment will include an escrow for property taxes, hazard insurance and other escrowed expenses. If the cost of your homeowner's insurance, property tax assessment or other escrowed expenses increases, your monthly payment will increase as well.

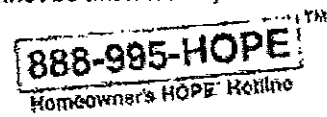
#### What if I am in bankruptcy?

Any loan modification must be approved by the bankruptcy court and/or trustee in your bankruptcy case. Any foreclosure is subject to the automatic stay in your bankruptcy case. You may wish to discuss this with your attorney or trustee.

If you have any questions or if you cannot afford the trial period payments shown above, but want to remain in your home, or if you have decided to leave your home but still want to avoid foreclosure, please call us at 1.800.864.1660. We may be able to help you.

What if I have other questions about a Home Affordable Modification that cannot be answered by my mortgage servicer?

Call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). This hotline can help with questions about the program and offers access to free HUD-certified counseling services in English and Spanish.



What if I am aware of fraud, waste, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program?

Please contact SIGTARP at 1.877.SIG.2009 (toll-free), 202.622.4559 (fax) or [www.sigtar.gov](http://www.sigtar.gov) and provide them with your name, our name as your servicer, your property address, loan number and reason for escalation. Mail can be sent to: Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L Street NW, Washington, DC 20220.



**FREQUENTLY ASKED QUESTIONS**

Get the answers you need to some of the most common questions.

**Additional Trial Period Plan Information and Legal Notices**

The terms of your trial period plan below are effective on the day you make your first trial period payment, provided you have paid it on or before 5/1/2013. You and we agree that:

- We will not proceed to foreclosure sale during the trial period, provided you are complying with the terms of the trial period plan, except as detailed below:
  - During the trial period, any pending foreclosure action or proceeding will not be dismissed and may be immediately resumed if you fail to comply with the terms of the Trial Period Plan or do not qualify for a modification. A new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will not be necessary to continue the foreclosure action (foreclosure notices). You waive any and all rights to receive such foreclosure notices to the extent permitted by applicable law. However, if your property is located in Georgia, Hawaii, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and foreclosure may proceed if you do not make each and every trial period payment that is due through the end of the month preceding the month in which the foreclosure sale is scheduled to occur. For example, if a foreclosure sale is scheduled in February and you do not make your January and any earlier required trial period payment by the end of January, the foreclosure sale may proceed in these four states. If a foreclosure sale occurs pursuant to this provision, the Trial Period Plan will be deemed to have terminated.
- Any pending foreclosure action or proceeding that has been suspended may be resumed if you are notified in writing that you failed to comply with the terms of the trial period plan or do not qualify for a permanent modification.
- You agree that the servicer will hold the trial period payments in an account until sufficient funds are in the account to pay your oldest delinquent monthly payment. You also agree that the servicer will not pay you interest on the amounts held in the account. If any money is left in this account at the end of the trial period plan, those funds will be deducted from amounts that would otherwise be added to your modified principal balance.
- The servicer's acceptance and posting of your new payment during the trial period will not be deemed a waiver of the acceleration of your loan (or foreclosure actions) and related activities, and shall not constitute a cure of your default under your loan unless such payments are sufficient to completely cure your entire default under your loan.
- If your monthly payment did not include escrows for taxes and insurance, you are now required to do so:
  - You agree that any prior waiver that allowed you to pay directly for taxes and insurance is revoked. You agree to establish an escrow account and to pay required escrows into that account.
- Your current loan documents remain in effect; however, you may make the trial period payment instead of the payment required under your loan documents:
  - You agree that all terms and provisions of your current mortgage note and mortgage security instrument remain in full force and effect and you will comply with those terms; and that nothing in the Trial Period Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.

I/We agree to the terms of the Trial Period Plan as described above.

\_\_\_\_\_  
Fernando Farfan

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date