



OneWest Bank

Attention Homeowner:

You have received this agreement, because you have recently requested mortgage assistance from IndyMac. We must receive a copy of this agreement signed by all borrowers on the note. Please ensure you have completed the following to validate this repayment plan:

- 1) *Return one full copy of this agreement signed via the return UPS envelope or fax back to 1-866-923-8905 (all payments received without a signed agreement on record will be returned)*
- 2) *Return the agreement immediately*
- 3) *Send only certified funds by each due date (no grace period allowed and funds received that are less than agreed upon will be returned)*

If the above steps have not been completed, this agreement will become invalid and the foreclosure process will proceed as scheduled. If you have any questions, please feel free to contact a loan counselor at 1-877-908-4357.

Thank you for your urgent attention.

Fulfillment Team

IndyMac Mortgage Services, a division of OneWest Bank, FSB

Loan Resolution Department

2900 Esperanza Crossing

Austin, Texas 78758

11/11/2009

Chesapeake Beach, MD 20732

Subject: Mortgage Loan Number

Property Address:

Chesapeake Beach, MD 20732

Thank you for giving us the opportunity to assist you with your loan number. The owner of your loan has agreed to assist you by extending the Forbearance Plan outlined below.

The terms and conditions of the Forbearance plan are as follows:

Payment Date	Amount	Payment Date	Amount
11/16/2009	\$17,925.72	2/16/2010	\$2,911.97
12/16/2009	\$2,911.97	3/16/2010	\$2,911.97
1/16/2010	\$2,911.97	4/16/2010	\$2,911.97

Indymac will suspend collections and/or foreclosure upon receipt of the signed agreement and the deposit. Upon default under any of the terms or conditions in this agreement, Indymac retains the right to terminate this agreement, to demand immediate payment of all remaining installments and to resume collections and/or foreclosure at the point the servicing was previously suspended without further notice. If your loan is in foreclosure and you default under any terms or conditions of this agreement Indymac reserves the right to re-commence the foreclosure actions immediately with no further notice to you, your representatives or agents.

PLEASE BE SURE TO SIGN, DATE AND FAX BOTH PAGES OF THIS AGREEMENT BACK TO INDYMAC IMMEDIATELY UPON RECEIPT IN ORDER TO ACTIVATE THE PLAN. NO FUNDS WILL BE ACCEPTED UNTIL THE PLAN IS ACTIVATED.

Payment may be mailed to our payment center located at:

ATTN: Cashiering
6900 Beatrice Dr.
Kalamazoo, MI 49009

Or, for same day service, payment may be made by phone to an Indymac representative or through Western Union. Our Western Union code city and state is "Indymacbank, California". We suggest if using a mail service that you use a same day or overnight delivery service that will provide you with proof of our receipt of funds.

Loan Resolution Department 2900 Esperanza Crossing Austin, Texas 78758

I hereby fully understand and agree to the conditions and terms as set forth in pages 1 and 2 of this Special Forbearance Agreement between Indymac and myself.

I UNDERSTAND THAT IF I FAIL TO MAKE THE PAYMENTS AS OUTLINED AND FORECLOSURE IS RESUMED, INDYMAC IS NOT OBLIGATED TO RETURN ANY FUNDS PREVIOUSLY TENDERED UNDER THE TERMS OF THIS SPECIAL FORBEARANCE AGREEMENT.

IN ORDER TO VALIDATE THIS PLAN AND APPLY FUNDS RECIEVED, INDYMAC MUST RECEIVE A SIGNED AND DATED COPY BY 11/16/2009. PLEASE FAX THE COMPLETED EXECUTED PLAN TO:

Indymac
1-866-923-8905

FOR LOANS IN FORECLOSURE:

1. YOU MUST CERTIFY WITH INDYMAC THAT THIS SIGNED DOCUMENT HAS BEEN RECEIVED AND CONFIRM WITH THE FORECLOSURE ATTORNEY THAT THE FORECLOSURE HAS BEEN SUSPENDED.
2. IN THE EVENT THAT THERE IS A FORECLOSURE SALE SCHEDULED, YOU AGREE THAT INDYMAC WILL MAKE ALL REASONABLE ATTEMPTS TO POSTPONE THE SALE BUT THERE IS NO GUARANTEE MADE THAT THE SALE WILL BE POSTPONED AFTER THE RECEIPT OF THIS DOCUMENT.

Date

Reference/receipt number of payment

Payment method

First Payment 11/16/2009 Last Payment 04/16/2010 Payment Count 6