

ATTN

JENNIFER

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Drop-Off Package Receipt

Thanks for choosing Staples® as your package drop off location!

Drop-Off Date/Time: Tue 23 Nov 2010 10:25 AM

Estimated Pickup Date: UPS Tue 23 Nov 1 Pkg

Drop-Off Location: Staples
Worcester, MA 01604
(508) 852-3771

Total Drop-Off Packages: 1 Pkg

#	Tracking Number	Carrier and Service
1	1Z4F94728490075822	UPS Next Day Air Com

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Version 13.0.1436.13 (12 Nov 2010)

Re Loan Number: [REDACTED]

Dear Borrower: [REDACTED]

Enclosed is the proposed agreement to modify your loan. This modification agreement will not be binding or effective unless and until it has been signed by both you and the lender. Further, in order for the loan modification to become binding and effective, you must do the following by: **11/23/2010**

Does this loan modification need to be notarized? **NO**

We require that you send the following funds (payable to OneWest Bank) with the signed modification agreement back in the provided pre paid UPS envelope by the due date.

Total Mod Deposit:	\$1,162.53		
Amount Already Received:	\$0.00		
Amount Due From Borrower:	\$1,162.53	Due By:	11/23/2010

These funds will satisfy the first proposed modified payment for 2/1/2011 Your next (second) proposed modified payment will be due on 3/1/2011

This modification agreement is contingent upon a satisfactory title search, mortgage insurer approval, and a lack of material adverse change in circumstances or property condition prior to the modification agreement becoming binding and effective.

Collection activities will continue pending the modification agreement becoming binding and effective.

Upon the modification agreement becoming binding and effective, the mortgage will be modified to reflect the following terms:

- ~ The modification will incorporate the delinquent payments for the months of 4/1/2009 through 1/1/2011
- ~ The modification makes your last payment due on: 1/1/2037
- ~ Your monthly principal and interest payment, due date, and interest rate are as follows below:

Interest Change Date	Interest Rate	Payment Due Date	Monthly P& I
1/1/2011	4.375%	2/1/2011	\$995.51
1/1/2016	4.500%	2/1/2016	\$1,006.65

- ~ Your *estimated* monthly escrow/ impound payment is: \$167.02
- ~ Your **proposed estimated total monthly payment is:** \$1,162.53

We look forward to receiving all of the required documents and funds prior to the deadline. Thank you for your cooperation.

Sincerely,
Laurie Black
512-331-2568
Loss Mitigation Analyst

[Space Above This Line For Recording Data]

OneWest Bank Loan No. [REDACTED]
Fannie Mae Loan No. [REDACTED]
This is a Document Prepared by:
Laurie Black /OneWest Bank

LOAN MODIFICATION AGREEMENT (Providing for Step Rate/Capitalization)

This Loan Modification Agreement ("Agreement"), made on 11/15/2010 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. \$154,000.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 12/13/2006 and recorded on n/a, in Book or Liber n/a at page(s) n/a, or Instrument or Document No. n/a, of the official records of WORCESTER CITY, Massachusetts [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], WORCESTER MA 01605

The property described being set forth as follows: SEE EXHIBIT "A"

Assessor's Parcel No. n/a

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):

- As of 11/15/2010 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$185,325.61 consisting of the unpaid amount(s) loaned to the Borrower by the Lender plus any interest and other amounts capitalized.
- 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:

Years	Interest Rate	Interest Rate Change Date	New Monthly Payment Amount	Monthly Beginning	Number of Payments	Payment Type
1-5	4.375%	1/1/2011	\$995.51	2/1/2011	60	Principle & Interest
6-26	4.500%	1/1/2016	\$1,006.65	2/1/2016	252	Principle & Interest

OneWest Bank Loan No. [REDACTED]

If on 1/1/2037 (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.

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, as is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and

accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

OneWest Bank Loan No. [REDACTED]

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 -

Print Name -

Executed by:

Date [REDACTED] - Borrower

Date [REDACTED] - CoBorrower

State of *Massachusetts*
County of *WORCESTER CITY*

On this _____ day of _____, 2010, before me _____, Notary Public, personally appeared [REDACTED]

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]

OneWest Bank Loan No. [REDACTED]

Lender:
IndyMac Mortgage Services, a division of OneWest Bank, F.S.B.

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)

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OneWest Bank Loan No. [REDACTED]

Exhibit "A"

Legal Description for Real Estate and Improvements Located at:



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