

02/23/2008 09:08 FAX

002/009



Loan Resolution Department
7700 W. Parmer Lane Building D
Austin, Texas 78728

February 22, 2008

Dear JUAN [REDACTED], [REDACTED]

Thank you for giving us the opportunity to assist you with your loan number [REDACTED]. 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:

01) 03/05/08	\$10,000.00	02) 04/05/08	\$7839.93
03) 05/05/08	\$7839.93	04) 06/05/08	\$7839.93
05) 07/05/08	\$7839.93	06) 08/05/08	\$7839.93
07) 09/05/08	\$14335.06*		

Your final payment of this plan will be a balloon payment due of \$14335.06*. If you are unable to complete the Forbearance plan by remitting the final balloon payment, you must contact IndyMac bank 30 days prior to the final payment due date to discuss your loan. Provided the terms of the agreement were met, there is a valid reason the balloon payment cannot be made and your financial situation shows affordability to service your debts, we may re-evaluate your loan in order to determine if additional assistance is required. (Note: current financial information and proof of any change income will be required at the time)

IndyMac Bank 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 Bank retains the right to terminate this agreement, to demand immediate payment of all remaining arrangement 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 Bank reserves the right to re-commence the foreclosure actions immediately with no further notice to you, your representatives or agents.

Payment must be tendered in certified check, cashier's check or money order. NO PERSONAL CHECKS WILL BE ACCEPTED. We recommend Quick Collect, through Western Union for same day service. Our code city and state is "IndyMac Bank, California". For a Western Union location near you, call 1-800-325-6000. We also 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.

PLEASE BE SURE TO SIGN, DATE AND FAX ALL TWO PAGES OF THIS AGREEMENT BACK TO INDYMAC BANK IMMEDIATELY UPON RECEIPT IN ORDER TO ACTIVATE THE PLAN.

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

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

IN ORDER TO VALIDATE THIS PLAN, INDYMAC BANK MUST RECEIVE A SIGNED AND DATED COPY BY (03/05/08). PLEASE FAX THE COMPLETED, EXECUTED PLAN TO: INDYMAC BANK AT FAX NUMBER 1-800-862-6828.

FOR LOANS IN FORECLOSURE:

1. YOU MUST CERTIFY WITH INDYMAC BANK 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 FORCLOSURE SALE SCHEDULED, YOU AGREE THAT INDYMAC BANK 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.

JUAN [REDACTED]

Date

[REDACTED]

Date

Workout Specialist
IndyMac Bank
Toll-Free: 1-866-706-8647
Fax: 800-862-6828

Please fax this agreement back along with proof of your deposit transaction to the fax number provided above. If using a bank wire to send the deposit, please include a copy of the wire confirmation sheet.

Reference/receipt number of payment

Payment method