

"Mortgage" means, with respect to a Loan, a mortgage, deed of trust or other security instrument creating a Lien upon real property and any other property described therein which secures a Note, together with any assignment, reinstatement, extension, endorsement or Modification of any thereof.

"Mortgage Interest Rate" means, with respect to each fixed rate Loan, the fixed annual rate of interest provided for in the related Note and, with respect to each adjustable rate Loan, the annual rate at which interest accrues and adjusts in accordance with the provisions of the related Note

"Mortgaged Property" means the real property Collateral, including land, fixtures and improvements, if any, securing the repayment of any Loan

"Note" means each note or promissory note, lost instrument affidavit, loan agreement, shared credit or intercreditor agreement, reimbursement agreement, any other evidence of indebtedness of any kind, or any other agreement, document or instrument evidencing a Loan, and all Modifications to the foregoing

"Noteholder" means a holder of a Note

"Obligations" means all obligations and commitments of the Seller relating to a Loan and arising or due and payable after the Closing Date under and in accordance with any of the related Notes, Collateral Documents, Loan Documents or Related Agreements, including any obligations to make Advances or Disbursements of Principal with respect to any Loan.

"OneWest Bank Group" has the meaning given in the recitals

"Person" means any individual, corporation, partnership (general or limited), limited liability company, limited liability partnership, firm, joint venture, association, joint-stock company, trust, estate, unincorporated organization, governmental or regulatory body or other entity.

"Predatory Lending Defect" has the meaning given in Section 7.07

"Program" means any of the following mortgage loan modification programs: (a) for modifications currently in process or initiated within the first ninety (90) days following the signing of this Agreement, the modification program previously approved by the Board of Directors of IndyMac Federal Bank, FSB in Conservatorship; (b) the FDIC's Mortgage Loan Modification Program, a copy of which is attached as an exhibit to the Shared Loss Agreement, and (c) any other modifications either to an individual or to a group of borrowers, with prior written consent of the FDIC

"Purchaser" has the meaning given in the preamble

"Receiver" means the FDIC as receiver for IndyMac Federal

"Redemption Period" means the statutory time period, if any, during which a foreclosed owner may buy back foreclosed real property from the foreclosure sale purchaser under the Law

of the jurisdiction in which the property is located, which period (if the jurisdiction provides for the same) may vary among the jurisdictions which do provide for a Redemption Period

“Related Agreement” means (i) any agreement, document or instrument (other than the Note, the Collateral Documents and the Loan Documents) relating to or evidencing any obligation to pay or securing any Loan (including any equipment lease, letter of credit, bankers’ acceptance, draft, system confirmation of transaction, loan history, affidavit, general collection information, and correspondence and comments relating to any obligation), (ii) any real property or rights in or to any real property (including leases, tenancies, concessions, licenses or other rights of occupancy or use and security deposits related thereto) related to any Loan, (iii) any collection, contingency fee, and tax and other service agreements that are specific to the Loans (or any of them), and (iv) any obligations under contracts of insurance or guaranty with respect to any Loans that are insured or guaranteed by any Governmental Authority. Related Agreements shall not include any performance or completion bond or letter of credit or other assurance filed with any Governmental Authority for the purpose of ensuring that improvements constructed or to be constructed are completed in accordance with any governmental regulations or building requirements applicable to the proposed or completed improvement. The term Related Agreement does not include any loan servicing agreement that exists between the Seller or the Failed Thrift and any other Person.

“Related Party” means any Person related to the Borrower in the manner delineated in 26 U.S.C.A. §267(b) and the regulations promulgated thereunder, as such law and regulations may be amended from time to time

“Released Parties” has the meaning given in Section 5.16(b)

“Remedy” has the meaning given in Section 7.01.

“Repurchase Price” means, with respect to any Loan, an amount equal to the sum of (i) the unpaid principal balance of such Loan as shown on the Loan Schedule, as updated as of the Closing Date, multiplied by the applicable percentage for the category shown on Schedule 2.02 to which such Loan belongs, less prorated amounts owed by the Seller with respect to such Loan through and including the Closing Date as determined pursuant to Section 2.04, plus accrued interest for Loans that are less than thirty (30) days past due, minus (ii) the total of principal, interest, and fees collected in respect of such Loan after the Closing Date, plus (iii) an amount equal to the sum of Corporate Advances outstanding and the negative escrow balance existing at the time of repurchase of such Loan, if any, less (iv) an amount equal to the positive escrow balance existing at the time of repurchase of such Loan, if any

“RESPA” means the Real Estate Settlement Procedures Act of 1974, as amended, and all rules and regulations promulgated thereunder.

“Seller” has the meaning given in the preamble

“Servicing-Released Loans” means all Loans other than LSBOs

“Shared-Loss Agreement” means the Shared-Loss Agreement attached as Attachment G, dated as of the date hereof, by and between the Receiver and the Purchaser.

“**Tax**” or “**Taxes**” means all income, excise, gross receipts, ad valorem, sales, use, employment, franchise, profits, gains, property, transfer, payroll, withholding, severance, occupation, social security, unemployment compensation, alternative minimum, value added, intangibles or other taxes, fees, stamp taxes, duties, charges, levies or assessments of any kind whatsoever (whether payable directly or by withholding), together with any interest and any penalties, fines, additions to tax or additional amounts imposed by any Governmental Authority with respect thereto.

“**Then-Current Interest Rate**” has the meaning given in the Shared-Loss Agreement.

“**Transfer Documents**” means the endorsements and allonges to Notes, Assignment and Lost Instrument Affidavits (if applicable), assignments, deeds and other documents of assignment, conveyance or transfer required under any applicable Law to evidence the sale and transfer to the Purchaser of the Assets hereunder or the assignment and assumption of the Assumed Liabilities hereunder. Transfer Documents do not include this Agreement, the Bill of Sale or the Assignment and Assumption of Interests and Obligations.

“**Unfunded HELOC Commitment**” means the obligation pursuant to a HELOC to pay an amount equal to the difference between the maximum outstanding principal balance permitted under the HELOC and the actual outstanding principal balance of such HELOC, each measured as of the Closing Date, which amount once paid will constitute all or a portion of the unpaid principal balance of such HELOC. The Unfunded HELOC Commitment for each HELOC is listed on Schedule 1.01(a).

“**Uniform Commercial Code**” means the Uniform Commercial Code in effect in the applicable jurisdiction, as the same may be amended from time to time

Section 1.02 Construction. This Agreement shall be construed and interpreted in accordance with the following:

(a) References to “Affiliates” include only other Persons which from time to time constitute “Affiliates” of such specified Person, and do not include, at any particular time, other Persons that may have been, but at such time have ceased to be, “Affiliates” of such specified Person, except to the extent that any such reference specifically provides otherwise.

(b) The term “or” is not exclusive

(c) A reference to a law includes any amendment, modification or replacement to such law

(d) Accounting terms shall have the meanings assigned to them by GAAP applied on a consistent basis by the accounting entity to which they refer.

(e) References to any document, instrument or agreement (i) shall be deemed to include all appendices, exhibits, schedules and other attachments thereto and all documents, instruments or agreements issued or executed in replacement thereof, and (ii) shall mean such document, instrument or agreement, or replacement thereto, as amended, modified and supplemented from time to time in accordance with its terms and as the same is in effect at any given time.

(f) Unless otherwise specified, the words "hereof," "herein" and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(g) The words "include" and "including" and words of similar import are not limiting, and shall be construed to be followed by the words "without limitation," whether or not they are in fact followed by such words.

(h) The word "during" when used with respect to a period of time shall be construed to mean commencing at the beginning of such period and continuing until the end of such period.

(i) Unless the context otherwise requires, singular nouns and pronouns when used herein shall be deemed to include the plural and vice versa and impersonal pronouns shall be deemed to include the personal pronoun of the appropriate gender

ARTICLE II

PURCHASE AND SALE OF LOANS

Section 2.01 Terms and Conditions of Sale.

(a) Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement and in the Ancillary Documents, the Seller hereby sells, transfers, conveys, assigns and delivers to the Purchaser, and the Purchaser hereby purchases, accepts and assumes from the Seller, without representation or warranty, express or implied, except as set forth in this Agreement and the Master Purchase Agreement, all of the Seller's rights, title and interests in, to and under the Assets (other than the Excluded Assets). "Assets" means the following assets, whether owned, leased, licensed or otherwise contracted by, or otherwise available to, the Seller, and no others (except that, as set forth below, the schedules described in this Section 2.01 shall be updated as of the Closing Date and assets included in such updated schedules shall constitute Assets).

(i) all of the Seller's rights, title and interests in, to and under the Loans (including all Notes, the other Loan Documents and Related Agreements) identified on the Loan Schedule attached hereto as Attachment A, endorsed without recourse, on a servicing-released basis,

(ii) all of the Seller's rights in, to and under the Collateral pursuant to the Collateral Documents,

(iii) all rights of and benefits accruing to the Seller under the servicing agreements listed on Schedule 2.01(a) (the "LSBO Servicing Agreements") pursuant to which the LSBOs are being serviced by third parties, including all rights to assert claims and to take other rightful actions in respect of breaches, defaults and other violations of such LSBO Servicing Agreements,

(iv) all rights to causes of action, lawsuits, judgments, claims and demands of any nature available to or being pursued by or for the benefit of the Seller with respect to the Assets or the ownership, use, function, value of or other rights pertaining thereto, whether arising by way of counterclaim or otherwise, other than any claims retained by the Seller pursuant to Section 2.14, and

(v) all guaranties, warranties, indemnities and similar rights in favor of the Seller with respect to any of the Assets

To the extent that any party discovers, within 180 days following the Closing Date, that there were assets of the Seller that all parties hereto intended to be transferred in connection with the purchase and assumption contemplated in this Agreement, but that were omitted from the schedules to this Agreement, the Seller shall or shall cause its Affiliates promptly to assign and transfer to the Purchaser all right, title and interest in such asset.

Each schedule referenced above shall be updated as of the Closing Date and delivered to the Purchaser in accordance with Section 2.07

(b) Excluded Assets. The Assets shall not include, and the Purchaser shall not purchase or otherwise acquire, the Excluded Assets.

(c) Assumption of Liabilities On the terms and subject to the conditions contained herein and in the Ancillary Documents, and effective as of the Closing Date, (including the retention of all rights and remedies under Article XVII of the Master Purchase Agreement and under Articles VI and VII hereto), the Purchaser shall assume and agree to pay, perform and discharge in accordance with their terms all of the following obligations, debts and liabilities of the Seller and no others (collectively, the "Assumed Liabilities"):

(i) the Obligations, including the Unfunded HELOC Commitments,

(ii) all obligations of the Seller under LSBO Servicing Agreements from and after the Closing Date; and

(iii) all obligations of the Seller with respect to (i) the lawsuits, judgments, claims and demands listed on Schedule 2.01(c), and (ii) any additional lawsuit, judgment, claim or demand involving foreclosures, bankruptcies, liens, title disputes, property condition, forfeiture, partition, easement, condemnation and eminent domain, probate, tax sale, mechanic's liens and stop notice claims with respect to any of the Assets, but only to the extent any such additional lawsuit, judgment, claim or demand is comparable in nature, scope and substance to those listed on Schedule 2.01(c), as determined by the Seller in its reasonable judgment (as evidenced by written notice thereof given to the Purchaser), if such determination is made (and such notice is provided) within sixty (60) days after the Closing Date, or by the mutual agreement of the Purchaser and the Seller, if such determination is after such sixty (60)-day period.

(d) Excluded Liabilities. Notwithstanding anything to the contrary in this Section 2.01, it is understood and agreed that the Seller shall not assign and the Purchaser shall

not, pursuant to this Agreement, assume or be liable for any Excluded Liabilities that the Seller has or may have now or in the future, including the following:

- (i) any liabilities and obligations with respect to any claims expressly retained by the Seller pursuant to Section 2.14;
- (ii) any liabilities or obligations of the Seller arising under this Agreement or any of the Ancillary Documents;
- (iii) any legal and accounting fees and expenses incurred by the Seller in connection with the consummation of the transactions contemplated by this Agreement, except as provided in the Master Purchase Agreement;
- (iv) any indebtedness of the Seller for borrowed money;
- (v) any liability or indebtedness of the Seller for contingent liabilities or liabilities in respect of any injury to any Person or property;
- (vi) any liabilities or obligations of the Seller attributable to an act, omission or circumstances that occurred or existed prior to the Closing Date, other than the Assumed Liabilities,
- (vii) all liabilities and obligations arising out of or with respect to the Excluded Assets;
- (viii) all obligations of the Seller with respect to any lawsuits, judgments, claims or demands of any nature existing on or prior to the Closing Date that are not listed on Schedule 2.01(c) or otherwise described in Section 2.01(c)(iii);
- (ix) any claim against or liability of the FDIC in its capacity as receiver for IndyMac Bank, FSB or the FDIC as receiver for IndyMac Federal that, under and in accordance with applicable Law, was, is or will be subject to the receivership administrative claims processes administered by the FDIC in its capacity as receiver for IndyMac Bank, FSB or the FDIC as receiver for IndyMac Federal pursuant to 12 U.S.C. §1821(d)(3) through (13), including claims and liabilities that are affirmative or defensive, now existing or arising in the future, contingent or fixed, monetary or non-monetary, equitable or legal, or declarative or injunctive; and
- (x) any claim against or liability based on any alleged act or omission of IndyMac Bank, FSB or IndyMac Federal which is not provable or allowable, or is otherwise barred against the FDIC as receiver for IndyMac Bank, FSB or the FDIC as receiver for IndyMac Federal, under applicable Law, including claims and liabilities that are barred under 12 U.S.C. §§1821(c), (d), (e) (including §1821(e)(3)), (i), or (j); 12 U.S.C. §1822; 12 U.S.C. §1823, or 12 U.S.C. §1825.

(e) Loans Subject to Shared-Loss Agreement. The Seller and the Purchaser agree that the Loans sold and purchased hereunder shall be subject to the terms of the Shared-Loss Agreement

Section 2.02 Purchase Price. Subject to the terms and conditions of this Agreement and the Master Purchase Agreement, the Purchaser shall pay to the Seller, in accordance with the procedures set forth in this Agreement and the Master Purchase Agreement, an aggregate purchase price for the Assets in an amount equal to the sum of each product obtained by multiplying (x) the unpaid principal balance of each Loan, as shown on the Loan Schedule as updated as of the Closing Date, by (y) the applicable percentage for the category set forth on Schedule 2.02 to which such Loan belongs, *plus* accrued interest from the paid-to date up to but not including the Closing Date for Loans that are less than thirty (30) days past due (such sum, the "**Group 5 Final Purchase Price**")

Section 2.03 Closing Payment. On the Closing Date, the Purchaser shall pay to the Seller in accordance with the Master Purchase Agreement an amount equal to the balance of (i) the Group 5 Final Purchase Price, calculated using, when applicable, balances as of the Initial Calculation Date rather than the Closing Date, less (ii) prorated amounts owed by the Seller through and including the Closing Date which are calculable as of the Closing Date, as determined pursuant to Section 2.04, plus (iii) to the extent not otherwise covered, an amount equal to any negative escrow balance (expressed as a negative number), to the extent such negative escrow balance exists after netting negative escrow balances with positive escrow balances in accordance with Section 5.09 of this Agreement (collectively, the "**Group 5 Closing Payment**") The Seller shall also provide to the Purchaser reasonable supporting information and documentation that is relied upon in connection with such calculation

Section 2.04 Prorations All payments under or pursuant to any LSBO Servicing Agreement assigned to the Purchaser under this Agreement and any real and personal property Taxes related to the Assets, whether or not payable after the Closing Date, shall be prorated between the Purchaser and the Seller, as the case may be, on the basis of a 365 day year and the number of days elapsed and days remaining in the applicable period through the end of the Closing Date All amounts prorated pursuant to this Section 2.04 will be taken into account in connection with the adjustments provided in Section 2.07

Section 2.05 Closing. The closing of the sale provided for in this Agreement, herein referred to as the "**Closing**", shall take place pursuant to the procedures and subject to the conditions set forth in this Agreement and the Master Purchase Agreement. -

Section 2.06 Closing Procedure At the Closing, subject to and upon the terms and conditions of this Agreement and the Master Purchase Agreement:

- (a) the Purchaser shall deliver to the Seller the certificates, instruments and documents referred to in Section 2.15(a),
- (b) the Seller shall deliver to the Purchaser the certificates, instruments and documents referred to in Section 2.15(b), and
- (c) the Purchaser shall deliver to the Seller the Group 5 Closing Payment

Section 2.07 Closing Adjustment Documents. Within sixty (60) calendar days following the Closing Date, the Purchaser shall prepare and deliver to the Seller (i) Attachment A updated as of the Closing Date and prepared in accordance with the

Accounting Records and consistent with past practice (including the preparation of the Attachments attached hereto), and (ii) a schedule setting forth in reasonable detail the calculations contemplated by Section 2.08 (collectively, the "Closing Adjustment Documents") The parties shall cooperate in the preparation of the Closing Adjustment Documents and such additional documents as may be necessary to calculate the Group 5 Final Payment Without limiting the generality of the foregoing, to the extent necessary, the Purchaser shall provide the Seller and its designees with reasonable access to the Purchaser's books, records, working papers, personnel and representatives which relate to the Assets and the Assumed Liabilities.

Section 2.08 Calculation of Adjustments The Closing Adjustment Documents shall set forth the Purchaser's calculation of (a) the Group 5 Final Purchase Price in accordance with Sections 2.02 and 2.03 and (b) a payment amount (such amount, the "Group 5 Final Payment") which shall be the sum of the following. (i) the Group 5 Final Purchase Price, *less* (ii) prorated amounts owed by the Seller through and including the Closing Date, as determined pursuant to Section 2.04, *plus* (iii) to the extent not otherwise covered, an amount equal to any negative escrow balance (expressed as a negative number), to the extent such negative escrow balance exists after netting negative escrow balances with positive escrow balances in accordance with Section 5.09 of this Agreement The Closing Adjustment Documents shall be reviewed, and any Disagreements related thereto resolved, in accordance with the Master Purchase Agreement.

Section 2.09 Final Settlement. Final settlement of the Group 5 Final Purchase Price shall be made in accordance with the Master Purchase Agreement.

Section 2.10 Offsets Against Deposits. With respect to any Loan, the Seller reserves the right to permit or require offsets against deposit accounts of the Failed Thrift. If allowed by the Seller, such offsets will be retroactive to July 11, 2008. At such time as an offset is effected, the Seller will give notice of such to the Purchaser and pay the Purchaser the amount of the offset on a dollar-for-dollar basis, and the Purchaser shall credit such amount to the Loan according to the terms and conditions of the applicable Note as of July 11, 2008

Section 2.11 Allocation of Payments. All payments and other amounts received on account of any of the Loans on or before the Closing Date shall belong to the Seller (except with respect to payments on any Loan that has been paid in advance, which shall belong to the Purchaser to the extent that any such prepayments are not reflected in the unpaid principal balance of such Loan as of the Closing Date) All payments and other amounts received on account of any of the Loans after the Closing Date shall belong to the Purchaser

Section 2.12 Rebates and Refunds. The Purchaser is not entitled to any rebates or refunds from the Seller from any pre-computed interest Loan regardless of when the Note matures. Further, on pre-computed interest Loans, the Seller will not refund any unearned discount amounts to the Purchaser.

Section 2.13 Interest Conveyed In the event a foreclosure with respect to any Loan occurs after the Closing Date, or occurred on or before the Closing Date but the Redemption Period had not expired on or before the Closing Date, the Seller shall convey to the Purchaser the Deficiency Balance, if any, together with the net proceeds, if any, of such foreclosure sale. If the

Seller was the purchaser at such foreclosure sale, the Seller shall convey to the Purchaser the Deficiency Balance, if any, together with a special warranty deed to the property purchased at such foreclosure sale.

Section 2.14 Retained Claims and Release. Notwithstanding anything to the contrary contained in this Agreement, the Purchaser and the Seller hereby agree that the sale and transfer of the Loans pursuant to this Agreement will exclude the transfer to the Purchaser of all right, title and interest of the Seller in and to any and all claims of any nature whatsoever that might now exist or hereafter arise, whether known or unknown, that the Seller has or might have against any of the following: (a) officers, directors, employees, insiders, accountants, attorneys, other Persons employed by the Seller, IndyMac Federal or the Failed Thrift or any of their predecessors-in-interest, underwriters or any other similar Persons who have caused a loss to the Seller, IndyMac Federal or the Failed Thrift or any of their predecessors-in-interest in connection with the origination, servicing or administration of a Loan, (b) any appraisers, accountants, auditors, attorneys, investment bankers or brokers, loan brokers, deposit brokers, securities dealers or other Persons who performed services for the Seller, IndyMac Federal or the Failed Thrift or any of their predecessors-in-interest relative to a Loan, (c) any third parties involved in any alleged fraud or other misconduct relating to the making or servicing of a Loan or (d) any appraiser or other Person with whom the Seller, IndyMac Federal or the Failed Thrift or any of their predecessors-in-interest or any servicing agent contracted for services or title insurance in connection with the making, insuring or servicing of a Loan.

Section 2.15 Delivery of Closing Documents.

(a) In addition to any other documents to be delivered under other provisions of this Agreement or the Master Purchase Agreement, the Purchaser shall deliver and release, subject to and in accordance with this Section 2.15(a), to the Seller the following on or prior to the Closing

- (i) the Group 5 Closing Payment in accordance with the Master Purchase Agreement;
- (ii) four originals of the Assignment and Assumption of Interests and Obligations executed by the Purchaser;
- (iii) four originals of this Agreement executed by the Purchaser, and
- (iv) four originals of the Shared-Loss Agreement executed by the Purchaser.

(b) In addition to any other documents to be delivered under other provisions of this Agreement or the Master Purchase Agreement, the Seller shall deliver and release, subject to and in accordance with this Section 2.15(b), to the Purchaser the following on or prior to the Closing

- (i) an original of the Bill of Sale executed by the Seller;

(ii) four originals of the Assignment and Assumption of Interests and Obligations executed by the Seller;

(iii) four originals of this Agreement executed by the Seller,

(iv) four originals of the Shared-Loss Agreement executed by the Seller; and

(v) one original Limited Power of Attorney granted by the Seller pursuant to Section 3.04 below

ARTICLE III

TRANSFER OF LOANS, COLLATERAL DOCUMENTS AND SERVICING

Section 3.01 Transfer of Documents. The Seller and the Purchaser shall cooperate with each other in the physical or other transfer to the Purchaser or the custodian or other designee on the Closing Date of the Notes, the Loan Files, the Loan Documents, the Collateral Documents and the Related Agreements

Section 3.02 MERS Mortgage Loans. If any of the Mortgages are registered on the MERS® System (the "MERS Registered Mortgages"), the Purchaser shall cause the MERS Registered Mortgages to be transferred on the MERS® System on or within a reasonable time after the Closing Date. The costs imposed by MERS with respect to the transfer of the MERS Registered Mortgages shall be allocated between the Purchaser and the Seller in accordance with Section 19.03 of the Master Purchase Agreement.

Section 3.03 Forwarding Post-Closing Date Items. With respect to any checks or other funds in respect of any Loan which are received by the Seller within thirty (30) calendar days after the Closing Date, the Seller shall, to the extent no Limited Power of Attorney is granted to the Purchaser in accordance with Section 3.04(a), promptly endorse without recourse and send the same to the Purchaser via overnight mail. Any checks or other funds in respect of any Loan which are received by the Seller after such thirty (30) day period shall be endorsed without recourse by the Seller to the Purchaser and sent by first class mail to the Purchaser promptly after receipt. Except as otherwise provided herein, the Seller shall promptly forward to the Purchaser all correspondence, Tax bills or any other correspondence or documentation related to any of the Loans or the other Assets which is received by the Seller after the Closing Date.

Section 3.04 Delivery of Loans.

(a) The Seller will grant a Limited Power of Attorney to the Purchaser in the form attached hereto as Attachment F. The Purchaser will prepare and execute on behalf of the Seller, within a reasonable time after the Closing Date, all Transfer Documents not delivered by the Seller to the Purchaser at Closing, and the Purchaser shall perform all acts required to be performed by the Seller pursuant to Section 3.03. The Seller shall cooperate with the Purchaser with respect to the Purchaser's obligation to prepare and record (if applicable) such Transfer Documents. All Transfer Documents prepared by the Purchaser shall be in appropriate form suitable for filing or recording (if applicable) in the relevant jurisdiction and otherwise subject to

the limitations set forth herein, and the Purchaser shall be solely responsible for the preparation, contents and form of such documents. The Purchaser hereby releases the Seller from any loss or damage incurred by the Purchaser due to the contents or form of any documents prepared pursuant to this Section 3.04 and shall indemnify and hold the Seller harmless from and against any claim, action or cause of action asserted by any Person, including the Purchaser, arising out of the contents or form of any Transfer Document, including any claim relating to the adequacy or inadequacy of any such document or instrument for the purposes thereof, and the use (or purported use) by the Purchaser of the Limited Power of Attorney in any way not expressly permitted by its terms. All expenses incurred by the Purchaser in compliance with this Section 3.04 shall be allocated between the Purchaser and the Seller in accordance with Section 19.03 of the Master Purchase Agreement.

(b) The parties hereby agree that all Notes evidencing Loans shall be endorsed without recourse, and without representation or warranty by the Seller, express or implied, except (as to the Purchaser) as set forth in this Agreement. The form of any endorsement of Notes or allonge to the Notes is as follows:

Pay to the order of
OneWest Bank, FSB
Without Recourse

Federal Deposit Insurance Corporation as Receiver
for IndyMac Federal Bank, FSB

By: _____
Name: _____
Title: Attorney-in-Fact

All other documents of assignment, conveyance or transfer shall contain the following sentence: "This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in any capacity."

(c) As to Foreign Loans, the Purchaser must retain counsel licensed in the Foreign Jurisdictions involved with the Foreign Loans. Such foreign counsel shall draft the documents necessary to assign the Foreign Loans to the Purchaser. Documents presented to the Seller to assign Foreign Loans to the Purchaser must be accompanied by a letter on the foreign counsel's letterhead, signed by the foreign counsel preparing those documents, certifying that those documents conform to the Law of the Foreign Jurisdiction. Each such document shall be delivered to the Seller in the English language, provided, however, that any document required for its purposes to be executed by the Seller in a language other than the English language shall be delivered to the Seller in such language, accompanied by a translation thereof in the English language, certified as to its accuracy by an executive officer or general counsel of the Purchaser and, if such executive officer or general counsel shall not be fluently bilingual, by the translator thereof.

(d) Nothing contained herein or elsewhere in this Agreement shall require the Seller to make any agreement, representation or warranty or provide any indemnity in any

document or instrument or otherwise, nor is the Seller obligated to obtain any consents or approval to the sale or transfer of the Loans or the related servicing rights, if any, or the assumption by the Purchaser of the Assumed Liabilities.

Section 3.05 Recordation of Documents The Purchaser shall promptly submit all Transfer Documents for recordation or filing in the appropriate land, chattel, Uniform Commercial Code, and other records of the appropriate county, state or other jurisdictions (including any Foreign Jurisdiction) to effect the transfer of the Assets to the Purchaser, and to render legal, valid and enforceable the obligations of the Borrowers to the Purchaser and the assumption by the Purchaser of Assumed Liabilities. The Purchaser shall be responsible for following up on the status of all Transfer Documents submitted for recordation.

Section 3.06 Additional Actions; Transaction Costs. The Seller shall, if such is affirmatively required under applicable Law, take such actions as are necessary to effect the purposes of this Article III. All Taxes, fees, costs and expenses incurred in connection therewith shall be allocated between the Purchaser and the Seller in accordance with Section 19.03 of the Master Purchase Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The representations and warranties made by the Purchaser to the Seller with respect to the transactions contemplated hereby are as set forth in the Master Purchase Agreement.

ARTICLE V

COVENANTS, DUTIES AND OBLIGATIONS

Section 5.01 Servicing of Loans. From and after the Closing Date, the Purchaser shall comply with all applicable Law with respect to the ownership and/or servicing of the Servicing-Released Loans, including (if applicable), the Fair Debt Collection Practices Act (15 U.S.C. § 1692 *et seq.*, as amended) and similar state Laws, and shall comply with all of the terms and conditions of the Guidelines, the Collateral Documents and any other instruments and documents governing or relating to the Servicing-Released Loans and/or the servicing rights and other rights thereunder.

Section 5.02 Collection Agency/Contingency Fee Agreements. Subject to Section 2.04, the Purchaser acknowledges and agrees that it accepts and acquires the Servicing-Released Loans subject to the agreements with collection agencies and contingency fee agreements with attorneys (all of which are listed on Schedule 4.01(f) of the Master Purchase Agreement) (in either case that are outstanding and in effect as of the Closing Date) that relate to any of the Servicing-Released Loans and are assignable, and assumes and agrees to fulfill all Obligations of the Seller thereunder. The Purchaser shall indemnify and hold the Seller harmless from and against any and all claims, demands, losses, damages, penalties, forfeitures or judgments made or rendered against the Seller or any legal fees or other costs, fees or expenses incurred by the Seller arising out of or based upon such agreements with collection agencies or contingency fee

agreements with attorneys, but only to the extent arising out of or based upon acts or events occurring after the Closing Date. The Purchaser shall notify the Seller within thirty (30) Business Days of notice or knowledge of any such claim or demand.

Section 5.03 Insured or Guaranteed Loans. If any of the Servicing-Released Loans are insured or guaranteed by any Governmental Authority, and such insurance or guaranty is not being specifically terminated by the Seller, the Purchaser acknowledges and agrees that such Servicing-Released Loans must be serviced by a servicer, lender or mortgagee approved by such Governmental Authority, if such approval is required. The Purchaser further acknowledges and agrees that, upon assumption of the Assumed Liabilities with respect to the Servicing-Released Loans, it assumes full responsibility for determining whether or not any such insurance or guarantees are in full force and effect on the Closing Date and, with respect to those Servicing-Released Loans with respect to which any such insurance or guarantee is in full force and effect on the Closing Date, the Purchaser acknowledges and agrees that, upon assumption of the Assumed Liabilities with respect to the Servicing-Released Loans, it assumes full responsibility for taking any and all actions as may be necessary to insure such insurance or guarantees remain in full force and effect. The Purchaser acknowledges and agrees that, upon assumption of the Assumed Liabilities with respect to the Servicing-Released Loans, it assumes and agrees to fulfill all of the Seller's or IndyMac Federal's obligations under the contracts of insurance or guaranty.

Section 5.04 Reporting to or for the Applicable Taxing Authorities. The Seller shall be responsible for submitting all Internal Revenue Service information returns related to the Loans for all applicable periods ending on or prior to December 31, 2008 (except with respect to those LSBOs for which the related servicer is obligated to submit such returns). The Purchaser shall be responsible for submitting all Internal Revenue Service information returns related to such Loans for all applicable periods commencing thereafter. Information returns include reports on Forms 1098 and 1099. The Purchaser shall be responsible for submitting all information returns required under applicable Law of any Foreign Jurisdiction, to the extent such are required to be filed by the Purchaser or the Seller under such Law, relating to such Loans, for the calendar or tax year beginning January 1, 2009 and thereafter. The Seller shall provide the Purchaser with any information that is required to comply with any of the Purchaser's Tax reporting responsibilities, including the responsibilities described herein; provided that, such information is in the possession of the Seller and not in the possession of the Purchaser, OneWest Bank Group or HoldCo.

Section 5.05 Loans in Litigation.

(a) With respect to any Loans that, as of the Closing Date, are subject to any pending litigation that is listed on Schedule 2.01(c) or of which the Purchaser has received written notice of from the Seller, the Purchaser shall notify the FDIC's Regional Counsel, 1601 Bryan Street, Dallas, Texas 75201, within thirty (30) Business Days after the Closing Date, or within thirty (30) Business Days after receiving such written notice, as the case may be, of the name of the attorney selected by the Purchaser to represent the Purchaser's interests in the litigation. The Purchaser shall, within thirty (30) Business Days after the Closing Date, or within thirty (30) Business Days after receiving the written notice described above, as the case may be, notify the clerk of the court or other appropriate official and all counsel of record that ownership

of the Loan was transferred from the Seller to the Purchaser. Subject to the provisions of Section 5.07, the Purchaser shall have its attorney file appropriate pleadings and other documents and instruments with the court or other appropriate body within thirty-five (35) Business Days after the Closing Date, or within thirty-five (35) Business Days after receiving the written notice described above, as the case may be, substituting the Purchaser's attorney for the Seller's attorney, removing the Seller and IndyMac Federal (or its predecessor-in-interest) as a party to the litigation and substituting the Purchaser as the real party-in-interest. Except as otherwise provided in Section 5.05(b) (and the Purchaser's compliance with its obligations therein), in the event the Purchaser fails to comply with this Section 5.05(a) within thirty-five (35) Business Days after the Closing Date, or within thirty-five (35) Business Days after receiving the written notice described above, as the case may be, the Seller may, at its option, dismiss with or without prejudice or withdraw from, any such pending litigation.

(b) If the Purchaser is unable, as a matter of applicable Law or due to the actions or inactions of third parties unrelated to the Purchaser and over whom the Purchaser has no control, to cause the Seller and IndyMac Federal (or its predecessors-in-interest) to be replaced by the Purchaser as party-in-interest in any pending litigation as required by Section 5.05(a), the Purchaser shall provide to the FDIC's Regional Counsel, at the address specified above, within thirty-five (35) Business Days after the Closing Date, or within thirty-five (35) Business Days after receiving the written notice described in Section 5.05(a), as the case may be, evidence to such effect, including reference to any applicable Law, and stating the reasons for such inability. In any such event, (i) the Purchaser shall cause its attorney to conduct such litigation at the Purchaser's sole cost and expense, (ii) the Purchaser shall cause the removal of the Seller and IndyMac Federal (or its predecessor-in-interest) and substitution of the Purchaser as party-in-interest in such litigation as soon as reasonably practicable; (iii) the Purchaser shall use commercially reasonable efforts to cause such litigation to be resolved by judgment or settlement in as reasonably efficient a manner as practical; (iv) the Seller shall cooperate with the Purchaser and the Purchaser's attorney as reasonably required to bring such litigation or any settlement relating thereto to a reasonable and prompt conclusion; and (v) no settlement shall be agreed upon by the Purchaser or its agents or counsel without the express prior written consent of the Seller, unless such settlement includes an irrevocable and complete waiver and release of any and all potential claims against the Seller and IndyMac Federal (or its predecessor-in-interest) in relation to such litigation or the subject Loans or obligations by any Person asserting any claim in the litigation and any Borrower, and any and all losses, liabilities, claims, causes of action, damages, demands, taxes, fees, costs and expenses relating thereto shall be paid by the Purchaser without recourse of any kind to the Seller or IndyMac Federal (or its predecessors-in-interest). The Purchaser shall provide to the Seller twenty (20) Business Days following the Closing Date a status report for each pending litigation regarding replacement by the Purchaser as the party-in-interest. The Purchaser shall pay all of the costs and expenses incurred by it in connection with the actions required to be taken by it pursuant to Section 5.05(a) and this Section 5.05(b), including all legal fees and expenses and court costs, and shall reimburse the Seller for all reasonable out-of-pocket costs, including all legal expenses, incurred by the Seller on or after the Closing Date with respect to any such litigation, including costs incurred in connection with the dismissal thereof or withdrawal therefrom.

(c) Notwithstanding the foregoing, the Purchaser shall retain all rights and remedies under Article XVII of the Master Purchase Agreement and under Article VI and Article VII hereto

Section 5.06 Loans in Bankruptcy In accordance with Bankruptcy Rules 3001 and 3002, the Purchaser shall take all actions necessary to file, within thirty (30) Business Days after the Closing Date, (i) proofs of claims in pending bankruptcy cases involving any Loans for which the Seller or IndyMac Federal (or its predecessors-in-interest) has not already filed a proof of claim, and (ii) all documents required by Bankruptcy Rule 3001 and to take all such similar actions as may be required in any relevant jurisdiction in any pending bankruptcy or insolvency case or proceeding in such jurisdiction involving any Loans in order to evidence and assert the Purchaser's rights. The Purchaser shall prepare and provide to the Seller, within thirty (30) Business Days after the Closing Date, an Affidavit and Assignment of Claim or any similar forms as may be required in any relevant Foreign Jurisdiction and shall be acceptable to the Seller, for each Loan where a Borrower under such Loan is in bankruptcy as of the Closing Date. The Purchaser hereby releases the Seller and IndyMac Federal (and its predecessors-in-interest) and the FDIC from any claim, demand, suit or cause of action the Purchaser may have as a result of any action or inaction on the part of the Seller or IndyMac Federal (or its predecessors-in-interest) or the FDIC with respect to such Loan, and the Purchaser further agrees to reimburse the Seller for any cost or expense incurred by the Seller as a result of the Purchaser's failure to file an Affidavit and Assignment of Claim or similar forms as required herein.

Section 5.07 Retained Claims. The provisions of Sections 5.05 and 5.06 are subject to the Seller's retention of claims pursuant to Section 2.14 of this Agreement, including any such claims as may have been asserted in litigation pending as of the Closing Date. If the Seller determines to pursue any claim retained pursuant to Section 2.14, then, at the Seller's discretion, litigation involving any such claims shall be bifurcated, with the Seller remaining the real party-in-interest and retaining control over (and being responsible for pursuing and bearing the related costs to pursue) claims retained by it pursuant to Section 2.14 and with the Purchaser substituting itself as the real party-in-interest and taking control of (and being responsible for pursuing and bearing the cost of pursuing) the remaining claims in litigation.

Section 5.08 Loan Related Insurance. As of the Closing Date, the Purchaser is responsible for having itself substituted as loss payee on all Loan-related insurance with respect to which the Failed Thrift or the Seller is currently identified as a loss payee. As between the Purchaser and the Seller, the Purchaser shall be solely responsible and liable for any loss after the Closing Date to a Borrower or to the Purchaser, or to the value or collectibility of any Loan, that is due to the lapse of, or to the Seller's cancellation of, any insurance policy after the Closing Date.

Section 5.09 Unremitted Collections; Escrow Accounts and Custodial Accounts Escrow funds, custodial funds and other amounts or balances related to the Loans on deposit in Escrow Accounts. Custodial Accounts or other accounts held or controlled by the Seller shall be transferred by the Seller, along with the related accounts, to the Purchaser on the Closing Date. It is intended that the Seller will use commercially reasonable efforts to cause such Escrow Accounts, Custodial Accounts and other accounts to be retitled in the name of the Purchaser. All such funds and related accounts shall become the responsibility of the Purchaser when

transferred by the Seller Any negative escrow balances shall be netted against the amount of any positive escrow balances held in the Escrow Accounts transferred to the Purchaser

Section 5.10 [Reserved].

Section 5.11 Files and Records. The Purchaser shall comply with all applicable Laws in connection with the retention, storage and maintenance of all documents and records relating to the Loans, including the length of time such documents and records are to be retained. The Purchaser shall also.

(a) allow the Seller the continuing right to use, inspect and make extracts from or copies of any such documents or records upon the Seller's reasonable notice to the Purchaser, provided, that the Seller will reimburse the Purchaser for the Purchaser's actual, reasonable and documented out-of-pocket costs incurred in connection with the Seller's exercise of such right;

(b) allow the Seller the possession, custody and use of original documents for any reasonable lawful purpose and upon reasonable terms and conditions; and

(c) give reasonable notice to the Seller of the Purchaser's intention to destroy or dispose of any such documents or records and to allow the Seller, at its own expense, to recover the same from the Purchaser

Section 5.12 Reimbursement for Use of the Seller's Employees In the event of litigation with respect to the Loans, other than litigation relating to the claims retained by the Seller pursuant to Section 2.14 or otherwise, in which the Seller or IndyMac Federal (or its predecessors-in-interest), or any of their employees (or any of the other Released Parties) are requested or required by subpoena, court order or otherwise to perform any acts, including testifying in litigation, preparing responses to subpoenas or other legal process or pleadings or performing any review of public or private records such as tracing funds, whether said litigation is commenced by the Purchaser or any other party, the Seller shall be reimbursed by the Purchaser for all associated reasonable and documented out-of-pocket expenses of such employees, including travel, lodging and per diem costs The Seller shall, in its sole and absolute discretion, determine and assign the personnel necessary to perform said acts. The Purchaser also shall reimburse the Seller for copies made in the course of performing said acts at cost

Section 5.13 Notice to Borrowers. The Purchaser shall, on a timely basis in accordance with RESPA and any other applicable Laws, and pursuant to the Limited Power of Attorney granted to it in accordance with Section 3.04(a), prepare and transmit to each Borrower a joint "hello" and "goodbye" letter, at the Purchaser's expense. The form of such letter shall be subject to the review and reasonable approval of the Seller

Section 5.14 Notice of Claim. Each party hereto shall promptly notify the other party of any claim, threatened claim or litigation against the Failed Thrift, the Seller, the Purchaser, or any of their respective employees, officers, agents and representatives arising out of or in any way related to any Loans purchased by the Purchaser that may come to its attention

Section 5.15 Prior Servicer Information. The Purchaser acknowledges and agrees that the Seller might not have access to information from prior servicers of a Loan and that the Seller has not requested any information not in the possession of the Seller or its servicing contractor from any prior servicer of a Loan. The Purchaser acknowledges and agrees that the Seller will not be required under the terms of this Agreement to request any information from any prior servicer.

Section 5.16 Release of Seller

(a) Except as otherwise specifically provided in Article VII of this Agreement or in any Ancillary Document, the Purchaser hereby releases and forever discharges the Seller, the Failed Thrift and its predecessors-in-interest, and the FDIC, and all of their respective officers, directors, employees, agents, attorneys, contractors and representatives, and all of their respective successors, assigns (other than the Purchaser) and Affiliates, from any and all claims (including any counterclaim or defensive claim), demands, causes of action, judgments or legal proceedings and remedies of whatever kind or nature that the Purchaser now has or might have in the future, whether now known or unknown, which are related in any manner whatsoever to the Loans, this Agreement, the servicing of the Loans (before or after the Closing Date) by the Seller, the Failed Thrift or its predecessors-in-interest, the FDIC or any Person acting on behalf of the Seller, the Failed Thrift or its predecessors-in-interest or the FDIC, or the acquisition of the Loans (other than gross negligence or willful misconduct); provided, however, that nothing contained in this Section 5.16(a) shall constitute or be interpreted as a waiver of any express right that the Purchaser has under this Agreement or any of the Ancillary Documents (including any rights under Article XVII of the Master Purchase Agreement and under Article VI and VII of this Agreement)

(b) Subject to Section 5.20, the Purchaser will not renew, extend, renegotiate, compromise, settle or release any Note or Loan or any right of the Purchaser founded upon or growing out of this Agreement, except upon payment in full thereof, unless all Borrowers on said Note or Loan shall first release and discharge the Failed Thrift and its predecessors-in-interest, the FDIC and the Seller, and their respective agents and assigns (other than the Purchaser) (the "Released Parties") from all claims, demands and causes of action which any such Borrower may have against any such Released Party arising from or growing out of any act or omission occurring prior to the date of such release. If the Purchaser fails to obtain such release, the Purchaser will protect, save and hold the Seller harmless from any expense or damage the Seller suffers that might have been prevented had the Purchaser obtained the release.

Section 5.17 Borrower as Purchaser. In the event that the Purchaser is the Borrower or a Related Party with respect to any Loan, then the Purchaser, on its own behalf and on behalf of any Related Party, shall, and hereby does, release and discharge and shall indemnify, defend (with counsel reasonably satisfactory to the Seller) and hold harmless the Failed Thrift, the Seller (and its predecessors-in-interest), the FDIC and all of their respective officers, directors, shareholders, principals, employees, agents, attorneys, contractors and representatives, and all of their respective successors, assigns and Affiliates, from and against all damages, losses, claims, demands, liabilities, obligations, causes of action, judgments or legal proceedings and remedies of any kind or nature whatsoever arising out of any act or omission related to such Loan. The Purchaser acknowledges and agrees that it shall not be entitled to any Remedy pursuant to

Section 7.01 with respect to any Loan for which the Purchaser or a Related Party is the Borrower pursuant to Article VII of this Agreement. At the Purchaser's request, and upon preparation of appropriate documentation by the Purchaser in conformance with Section 2.15(a), the Seller will release and discharge a Loan for which the Purchaser is the Borrower in lieu of assigning the same to the Purchaser. In any event, the Seller will issue a Form 1099 to report any discharge of indebtedness in connection with the sale or release of the Loan to the Borrower or a Related Party in accordance with Internal Revenue Service regulations and FDIC policy. Notwithstanding the foregoing, any failure by the Seller to issue a Form 1099 does not relieve the Purchaser of its responsibility to report the discharge of indebtedness in accordance with applicable federal tax law.

Section 5.18 HELOCs.

(a) From and after the Closing Date, (i) the Purchaser will be obligated to fund all Disbursements of Principal with respect to the Unfunded HELOC Commitments, and (ii) the Seller will be obligated to reimburse the Purchaser for such Disbursements of Principal in exchange for participation interests in the HELOCs underlying such Unfunded HELOC Commitments, in each case as set forth in the term sheet attached hereto as Attachment H and the more detailed definitive documentation executed pursuant thereto. For the avoidance of doubt, the obligations, terms and commitments set forth in the term sheet attached hereto as Attachment H are binding obligations of the parties hereto as if they were set forth in full herein, notwithstanding any delay in executing or failure to execute more detailed definitive documentation as contemplated therein.

(b) Notwithstanding anything to the contrary in this Agreement, on and after the Closing Date, the Purchaser shall (i) to the extent permitted by applicable Law, terminate or suspend each HELOC purchased hereunder with respect to which there is a decline in the value of the Mortgaged Property or the credit score of the Borrower, as and to the extent permitted under the related credit line agreement, and will assist with any refinancing program (or voluntary termination or freeze program) proposed by the Seller with respect to such HELOC. The Purchaser acknowledges and agrees that if at any time after the Closing Date the Purchaser opens any line of credit with respect to any HELOC which the Seller has suspended or terminated future Unfunded HELOC Commitments, any obligation to advance funds under any such reopened HELOC shall at such time and thereafter be the obligation solely of the Purchaser, and the Seller shall have no obligation to reimburse the Purchaser therefor. The Purchaser shall comply with all terms under the related Mortgage Note and shall freeze, modify or terminate any undrawn lines of credit only in a manner consistent with the terms of the related Mortgage Note and the policies set forth in the Guidelines.

Section 5.19 Repurchase of Charged-Off Loans. The Seller may, at its option, repurchase any Charged-Off Loan with respect to which a loss share payment has been made pursuant to the Shared-Loss Agreement at a repurchase price equal to the unpaid principal balance on such Loan less the amount charged-off.

Section 5.20 Loan Modification Program Notwithstanding anything to the contrary in Section 5.16, the Purchaser shall complete the processing of all Servicing-Released Loan Modifications in process pursuant to the Program as of the Closing Date and shall honor all

offers of Modifications for which processing has not yet commenced in accordance with the terms of the Program. The Purchaser shall comply with the Program as it may be amended by the FDIC from time to time, provided, however, that, unless otherwise required by Law, the Purchaser shall not be required to comply with any changes to the Program after January 2, 2009 if such changes would (i) require the Purchaser to take any action in violation of applicable Law or the terms of any servicing agreement then in effect or (ii) result in the net present value of the estimated cash flows on the related Loan, discounted at the Then-Current Interest Rate, after any such change being less than the net present value of the estimated cash flows on the related Loan, discounted at the Then-Current Interest Rate, prior to such change. The Seller hereby acknowledges that a loss suffered with respect to any Loan modified in accordance with the Program will be covered by the Shared-Loss Agreement. The Purchaser acknowledges and agrees that it will be required to comply with reporting requirements with respect to the Program that are acceptable to the FDIC in order to allow the FDIC to monitor compliance with, and the results of, the Program. Notwithstanding any of the foregoing, the Purchaser shall be obligated to comply with the Program only for so long as any financing provided by the Seller remains outstanding or, if later, for so long as any of the Loans are subject to the Shared-Loss Agreement. If the Purchaser receives any fees under any government-sponsored, or government-sponsored entity's, program relating to loan modifications, the Purchaser shall use any such fees for purposes that enhance or further the expressed intentions of such program or the Program.

Section 5.21 Loans in Process. The Purchaser shall continue to process all pending loan applications as they exist at IndyMac Federal as of the Closing Date, provided, however, that the Purchaser shall have no obligation to enter into commitments with respect thereto.

Section 5.22 Cooperation.

(a) The Seller and the Purchaser shall mutually cooperate in order to facilitate an orderly transition of the Assets and Assumed Liabilities to the Purchaser. Each party will cooperate in good faith with the other and will take all appropriate action that may be reasonably necessary or advisable to carry out any of the transactions contemplated hereunder. From and after the Closing Date, the Seller will promptly refer all inquiries with respect to the Assets (including ownership thereof) and Assumed Liabilities to the Purchaser, and the Purchaser will promptly refer all inquiries with respect to the Excluded Assets (including ownership thereof) and Excluded Liabilities to the Seller.

(b) The Seller acknowledges that the Purchaser may, after the Closing Date, enter into a financing with a Federal Home Loan Bank or with another third party related to, or consummate a securitization transaction in respect of, the Loans. The Seller will, at the Purchaser's expense, cooperate with the Purchaser and any prospective counterparty in connection with any such financing or securitization transaction and provide such reasonable assistance, information or verification of information as may be reasonably requested by the Purchaser or such counterparty and reasonably available to the Seller and its Affiliates.

Section 5.23 Additional Title Documents. The Seller and the Purchaser each agree, at any time, and from time to time, upon the request of any party hereto, to execute and deliver such additional instruments and documents of conveyance as shall be reasonably necessary to vest in the Purchaser its full legal or equitable title in and to the Assets. The Purchaser shall

prepare such instruments and documents of conveyance (in form and substance reasonably satisfactory to the Seller) as shall be necessary to vest title to the Assets in the Purchaser. The Purchaser shall be responsible for recording such instruments and documents of conveyance. All expenses incurred by the Purchaser in compliance with this Section 5.23 shall be allocated between the Purchaser and the Seller in accordance with Section 19.03 of the Master Purchase Agreement.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES; ASSET-LEVEL STATEMENTS

Section 6.01 Assets Conveyed "AS IS", Purchaser Acknowledgments

(a) THE ASSETS ARE BEING SOLD TO THE PURCHASER "AS IS" AND "WITH ALL FAULTS," WITHOUT ANY REPRESENTATION, WARRANTY OR GUARANTY WHATSOEVER, INCLUDING AS TO COLLECTIBILITY, ENFORCEABILITY, VALUE OF COLLATERAL, ABILITY OF ANY OBLIGOR TO REPAY, CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED OR BY OPERATION OF LAW, BY ANY PERSON, INCLUDING THE SELLER, THE FAILED THRIFT OR THE FDIC, OR ANY PREDECESSOR OR AFFILIATE OF THE SELLER, THE FAILED THRIFT OR THE FDIC, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS.

(b) The Purchaser acknowledges that (i) the Seller has performed limited due diligence with respect to the Assets and, therefore, none of the Seller, the Failed Thrift or the FDIC makes (or can make) any representations, warranties or guaranties with respect to the Assets or the presence or absence of Defects, (ii) the statements set forth in Section 6.09 (the "Asset-Level Statements") are being provided solely as a means for providing the Purchaser with a basis for a remedy in the event a Defect is discovered, so long as all conditions for obtaining a remedy are otherwise met, (iii) the only remedies available to the Purchaser in connection with any Defect are those that are set forth in Section 7.01, and (iv) in no event will the existence of any Defect be evidence of bad faith, misconduct or fraud, even in the event that it is shown that Seller, the Failed Thrift or the FDIC, or any of their respective directors, employees, officers or agents, knew or should have known of the existence of any facts relating to the existence of such Defect.

(c) Nothing contained in this Agreement shall be construed as a representation, warranty or guaranty with respect to the Assets or that no Defect exists with respect thereto, whether oral or written, past or present, express or implied or by operation of law, and each of the Seller, the Failed Thrift and the FDIC specifically disclaims, and the Purchaser expressly waives and releases the Seller, the Failed Thrift and the FDIC from, any and all liability or other obligation under this Agreement with respect to any of the following:

(i) except for the remedies set forth in Section 7.01, any Defect; or

(ii) any fraud or misrepresentation of any kind in connection with the origination or servicing of a Loan, whether committed by the mortgagor, the originator, a servicer, an appraiser or any other party involved in the origination or servicing of such Loan; or

(iii) any underwriting deficiency or failure to properly underwrite a Loan in any way related to any of the following: (x) a failure to properly verify Borrower information, such as income, credit history or rental history, (y) a failure to properly verify the value of the Collateral, including as a result of a fraudulent or inaccurate appraisal or otherwise, or (z) the reliance on any fraudulent or overstated Borrower information or appraisal.

Section 6.02 No Warranties or Representations with Respect to Escrow Accounts
Without limiting the generality of Section 6.01, the Seller makes no warranties or representations of any kind or nature as to the sufficiency of funds held in any escrow account to discharge any obligations related in any manner to an escrow obligation, as to the accuracy of the amount of any monies held in any escrow account or as to the propriety of any previous disbursements or payments from any escrow account

Section 6.03 No Warranties or Representations as to Amounts of Unfunded Principal
Without limiting the generality of Section 6.01, the Seller makes no warranties or representations of any kind or nature as to the amount of any additional or future Disbursements of Principal the Purchaser may be obligated to make.

Section 6.04 Disclaimer Regarding Calculation or Adjustment of Interest on any Loan
Without limiting the generality of Section 6.01, the Seller makes no warranties or representations of any kind or nature as to the accuracy of any calculation or adjustment of interest on any Loan, including any adjustable rate Loan, whether such calculation or adjustment is made by the Failed Thrift, the FDIC, the Seller or any Affiliate, agent or contractor of any of the foregoing, or any predecessor-in-interest of the Seller or any other party

Section 6.05 No Warranties or Representations with Regard to Information. The Seller makes no warranties or representations of any kind or nature as to the completeness or accuracy of any information provided by or on behalf of the Seller with respect to any Loan. The Purchaser acknowledges that, for example, and not by way of limitation, some Loan Files may be missing forms or notices, or may contain incomplete or inaccurate forms or notices, that may be required by one or more federal or state consumer protection statutes.

Section 6.06 Intervening or Missing Assignments. The Purchaser acknowledges and agrees that the Seller shall have no obligation to secure or obtain any missing intervening assignment or any assignment to the Seller or the Failed Thrift that is not contained in the Loan File or among the Collateral Documents. The Purchaser shall bear all responsibility and expense of securing from the appropriate source any intervening assignment or any assignment to the Seller or the Failed Thrift that may be missing from the Collateral Documents

Section 6.07 No Warranties or Representations as to Documents. The Seller makes no warranties or representations of any kind or nature as to the effectiveness or enforceability in any

Foreign Jurisdiction of this Agreement, the Bill of Sale, the Assignment and Assumption of Interests and Obligations or any other document or instrument delivered or prepared in connection herewith, whether or not prepared and executed in the forms provided herewith, all of such forms being provided for reference only.

Section 6.08 Representations and Warranties of the Seller The representations and warranties made by the Seller to the Purchaser with respect to the transactions contemplated hereby are as set forth in the Master Purchase Agreement

Section 6.09 Asset-Level Statements With Respect to Loans. The Seller hereby makes the following statements with respect to each Loan as of the Closing Date

(a) Loan Schedule As of the Initial Calculation Date, the information set forth in the information fields numbered (1) through (10), inclusive, of the Loan Schedule with respect to the Loans is true and correct in all material respects.

(b) Original Terms Modified The Seller has not agreed to the impairment, waiver, alteration or modification of any of the terms of any Note or any Mortgage with respect to the Loan, except with respect to (i) the Loans identified on Schedule 6.09(b) (which have either been modified or are candidates for modification under the Guidelines), (ii) any other Loans that become modified or candidates for modification under the Guidelines at any time prior to the Closing Date, and (iii) Loans for which an impairment, waiver, alteration or modification has been reduced to a writing and, if required under the laws of the jurisdiction in which the related Mortgaged Property is located, has been recorded.

(c) Hazard Insurance. With respect to each Loan identified on the Loan Schedule as being a first lien Loan and pursuant to the terms of the related Mortgage, all buildings or other improvements upon the related Mortgaged Property were insured by an insurer against loss by fire, hazards of extended coverage and such other hazards as are customary in the area where the Mortgaged Property is located

(d) Compliance with Applicable Laws Each Loan was originated in material compliance with those requirements of Laws applicable to the originator that, if violated, would render the Loan void, voidable, subject to a right of rescission or unenforceable. Each Servicing-Released Loan was serviced in material compliance with the requirements of Laws applicable to the servicer

(e) Satisfaction of Mortgage. No Mortgage relating to any Loan was satisfied, canceled, subordinated or rescinded, in whole or in part, nor was any of the Mortgaged Property released from the lien of the related Mortgage, in whole or in part, other than a partial satisfaction that is in writing and, if required under the Laws of the jurisdiction in which the related Mortgaged Property is located, recorded, and the terms of which are reflected on the Loan Schedule.

(f) Validity of Loan Documents Each Note and the Mortgage relating to the Loan is genuine and is the legal, valid and binding obligation of the maker thereof enforceable in accordance with its terms, except as enforceability may be limited by (i) applicable bankruptcy,

insolvency, reorganization, moratorium or similar laws affecting or relating to the enforcement of creditors' rights generally and (ii) general principles of equity

(g) Ownership/Good Title. The Seller is the sole owner of the Loans. The Seller has good and marketable title thereto, and will transfer and sell its rights, title and interest in and to the Loans to the Purchaser free and clear of any Lien, other than any lien in favor of the Federal Home Loan Bank of San Francisco in connection with the Assumed FHLB Financing Balance

(h) Title Insurance. Each Loan is covered by either (i) an attorney's opinion of title and abstract of title, or (ii) an ALTA lender's title insurance policy or other form of policy of insurance, insuring the Seller and its successors and assigns as to the first priority lien, with respect to Loans identified as first lien loans on the Loan Schedule, with such lien being subject only to the following exceptions.

(i) the lien of current real property taxes and assessments not yet due and payable;

(ii) covenants, conditions and restrictions, rights of way, easements and other matters of the public record as of the date of recording acceptable to mortgage lending institutions generally and specifically referred to in the lender's title insurance policy delivered to the originator of the Loan and (i) referred to or otherwise considered in the appraisal made for the originator of the Loan or (ii) which do not adversely affect the appraised value of the Mortgaged Property set forth in such appraisal; and

(iii) other matters to which like properties are commonly subject which do not materially interfere with the benefits of the security intended to be provided by the Mortgage or the use, enjoyment, value or marketability of the related Mortgaged Property

(i) Predatory Lending Regulations. Notwithstanding the statements in Section 6.09(d) above, as of the date of origination, no Loan was (i) subject to the requirements of the Home Ownership and Equity Protection Act of 1994, as amended, or (ii) a "high cost," "threshold," "covered," "abusive" or "predatory" loan or a similar loan under any state, federal or local law applicable to the originator of such Loan as of the date of origination (or similarly classified loan using different terminology under a law enacted to combat predatory lending).

(j) Escrow Accounts; Escrow Payments. The information provided to the Purchaser as of the Initial Calculation Date with respect to escrow accounts and escrow payments in connection with the Loans is true and correct in all material respects.

(k) No Condemnation. There is no proceeding pending or, to Seller's knowledge, threatened for the total or partial condemnation of any Mortgaged Property relating to the Loan

(l) Delinquent Taxes and Insurance Premiums. With respect to each Loan which is indicated on the Loan Schedule as being a first lien that is less than thirty (30) days delinquent, there are no delinquent taxes or hazard insurance premiums (in each case, after

application of any applicable grace periods) with respect to the Mortgaged Properties relating to the Loan.

(m) Principal Advances. With respect to each HELOC, all draws required to be funded have been funded in compliance with the terms and provisions of the Mortgage, Note and related loan agreement, if any.

(n) Servicing Each Servicing-Released Loan has been serviced in material compliance with the terms of the related Mortgage and Note.

ARTICLE VII

REMEDIES FOR DEFECTIVE LOANS

Section 7.01 Remedy. In the event a Defect is discovered with respect to any Loan (a "Defective Loan"), then, subject to the terms and conditions of this Article VII, the Seller shall, at the Seller's sole option, take any of the following actions: (i) if the Seller determines that the Defect is curable using commercially reasonable means, either cure the Defect (which may include, among other things, a purchase price adjustment) or require the Purchaser to cure the Defect and then reimburse the Purchaser for reasonable amounts paid by the Purchaser to effect such cure or (ii) repurchase the Defective Loan at the Repurchase Price (each, a "Remedy"). IN NO EVENT SHALL ANY DEFECT OR THE OBLIGATION TO PROVIDE A REMEDY HEREUNDER WITH RESPECT TO A DEFECTIVE LOAN BE EVIDENCE OF ANY BAD FAITH, MISCONDUCT OR FRAUD ON THE PART OF THE SELLER, THE FAILED THRIFT OR THE FDIC EVEN IF IT IS SHOWN THAT THE SELLER, THE FAILED THRIFT OR THE FDIC, OR ANY AFFILIATE THEREOF, OR ANY OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES, OFFICERS, CONTRACTORS OR AGENTS, (A) KNEW OR SHOULD HAVE KNOWN OF THE EXISTENCE OF ANY FACTS RELATING TO SUCH DEFECT, (B) CAUSED SUCH DEFECT OR (C) FAILED TO MITIGATE SUCH DEFECT OR ANY OF THE LOSSES RESULTING THEREFROM

Section 7.02 Conditions Precedent to Remedy. The obligation of the Seller to provide a Remedy for any Defective Loan is contingent upon the satisfaction (as determined by the Seller in its sole discretion) or waiver (which may be granted by the Seller in its sole discretion) of each of the following conditions:

(a) the Purchaser has delivered the Defect Notice (as defined below) and any supporting evidence required by Section 7.03 to the Seller on or prior to the Claims Termination Date, and has provided the Seller with all additional supporting evidence requested by the Seller pursuant to, and within the timeframe set forth in, Section 7.03,

(b) the Purchaser has demonstrated to the Seller's satisfaction that the Defect materially and adversely affects the value, the marketability or the saleability of the Defective Loan;

(c) neither the Purchaser nor the Purchaser's servicer has caused the Defect or has taken any action or omitted to take any action (other than as required by Section 7.02(d)) with respect to the Defective Loan that (x) materially and adversely affects the Seller's ability to

process the request for, or provide, a Remedy, or (y) materially and adversely affects the ability or increases the cost to cure the Defect, or the Seller's ability to mitigate Losses, or otherwise results in a Loss (including any Excluded Losses) to the Seller;

(d) in servicing the Defective Loan, the Purchaser or the Purchaser's servicer has complied in all material respects with the Guidelines and, to the extent not inconsistent with the Guidelines, has serviced the Defective Loan in accordance with the customary and usual standards of practice of prudent servicers servicing similar assets; and

(e) the Purchaser has taken such additional actions that the Seller may have reasonably requested in order to mitigate Losses

Section 7 03 Notice and Evidence of Defect The Purchaser shall notify the Seller of each Defective Loan with respect to which the Purchaser seeks a Remedy under Section 7.01 promptly upon discovery of the Defect, but in any event no later than ten (10) Business Days after the last day of the month in which such discovery occurs. Such notice (the "Defect Notice") shall be in writing on the Purchaser's letterhead and shall include the following information:

(a) the Purchaser's tax identification number and wire transfer instructions,

(b) the identification of the particular Asset-Level Statement in Section 6.09 of this Agreement that the Purchaser believes was untrue as to the Loan at the time such statement was made,

(c) evidence supporting the basis for requesting a Remedy and the satisfaction of the conditions precedent to the Seller's obligation to provide a Remedy or, if any conditions precedent have not been satisfied, a request for a waiver of such conditions precedent, including the reasons why the Purchaser believes such waiver should be granted;

(d) information regarding any commercially reasonable means of curing the Defect that are available to the Purchaser and the estimated cost of effecting any such cure, and

(e) a certification by the Purchaser that the Defect Notice is being submitted in good faith and is complete and accurate in all respects to the best of the Purchaser's knowledge

Promptly upon request by the Seller, but in any event no later than ten (10) Business Days thereafter, the Purchaser shall supply the Seller with any additional evidence or information that the Seller may reasonably request.

Section 7 04 Processing of the Remedy Request, Purchaser Cure

(a) Within a reasonable period of time following the receipt by the Seller of the Defect Notice and all additional information that the Seller may have requested pursuant to Section 7 03, the Seller will notify the Purchaser as to whether the request for a Remedy with respect to a Defective Loan has been accepted or rejected and, if accepted, the Remedy that the Seller expects to provide and the expected timing for such Remedy.

(b) If the Seller notifies the Purchaser that the Remedy will be a reimbursement to the Purchaser for amounts paid to third parties to cure the Defect and that the Purchaser's proposed means of curing the Defect and the Purchaser's estimated cost thereof is acceptable to the Seller, the Purchaser shall promptly effect such cure using the means specified in the Defect Notice and submit documentation to the Seller regarding the actual costs incurred, provided, however, that the Purchaser shall not, without the prior written consent of the Seller, incur any cost to cure the Defect that is materially in excess of the estimate set forth in the Defect Notice. If the Seller does not agree to the proposed cure and cost thereof specified in the Defect Notice, the Purchaser shall promptly effect such other commercially reasonable cure as may be directed in writing by the Seller, and the Seller shall reimburse the Purchaser for all costs of effecting such cure. Notwithstanding the foregoing, the Seller shall have no obligation to reimburse the Purchaser for any cure costs unless the Purchaser has demonstrated to the satisfaction of the Seller that such costs are not recoverable from the borrower under the Defective Loan or from any other source. In addition, the Purchaser agrees that the reimbursement of cure costs by the Seller may be conditioned on the Seller's receipt of an undertaking by the Purchaser to repay such costs to the Seller if such costs are recovered from any source at any time after payment thereof by the Seller to the Purchaser.

(c) Subject to the terms and conditions of this Article VII, the Seller will use commercially reasonable efforts to provide the selected Remedy to the Purchaser within sixty (60) days after providing the above-referenced notice to the Purchaser or, if the Remedy is to reimburse the Purchaser for amounts paid to cure the Defect, within sixty (60) days after the Purchaser submits satisfactory documentation thereof to the Seller.

Section 7.05 Re-delivery of Notes, Files and Documents. If the Remedy to be provided by the Seller pursuant to Section 7.01 is the repurchase of the Defective Loan, the Purchaser shall, as applicable (i) re-endorse and deliver the Note to the Seller (or its designee), (ii) assign all Collateral Documents associated with such Defective Loan and reconvey any real property subject to a Contract for Deed or transferred by special warranty deed pursuant to Section 2.13 of this Agreement, and execute and deliver such other documents or instruments as shall be necessary or appropriate to convey the Defective Loan to the Seller (or its designee), (iii) deliver to the Seller (or its designee) the Loan File, along with any additional records compiled or accumulated by the Purchaser pertaining to the Defective Loan, (iv) take such actions as are necessary to transfer from the Purchaser to the Seller any litigation or bankruptcy action involving the Defective Loan in accordance with the provisions of Sections 5.05 and 5.06, as applicable, substituting the duties of the Purchaser for the Seller and the Seller for the Purchaser, and with respect to the Affidavit and Assignment of Claim, a form of which is attached as Attachment B, substituting the duties of the Assignor (as defined therein) for the Assignee (as defined therein) and the Assignee for the Assignor, and (v) deliver to the Seller (or its designee) a certification, notarized and executed under penalty of perjury by a duly authorized representative of the Purchaser, certifying that, as of the date of repurchase by the Seller, neither the Purchaser nor the Purchaser's servicer has taken any of the actions set forth in clauses (i) through (xiii) of Section 7.06. The documents evidencing such conveyance shall be substantially the same as those executed pursuant to Article III of this Agreement to convey the Defective Loan to the Purchaser. In all cases in which the Purchaser recorded or filed among public records any document or instrument evidencing a transfer of the Defective Loan to the

Purchaser, the Purchaser shall cause to be recorded or filed among such records a similar document or instrument evidencing the conveyance of the Defective Loan to the Seller

Section 7.06 Waiver of Remedy. Except as provided in Section 7.07, the Seller may determine that it will not repurchase any Defective Loan if, without the prior written consent of the Seller, the Purchaser or the Purchaser's servicer: (i) modifies any of the terms of the Defective Loan (including the terms of any Collateral Document or Contract for Deed), (ii) exercises forbearance with respect to any scheduled payment on the Defective Loan; (iii) accepts or executes new or modified lease documents assigned by the Seller to the Purchaser with respect to the Defective Loan, (iv) sells, assigns or transfers the Defective Loan or any interest therein, (v) fails to employ usual and customary care in the maintenance, collection, servicing and preservation of the Defective Loan, including usual and customary delinquency prevention, collection procedures and protection of the Collateral as warranted, (vi) initiates any litigation in connection with the Defective Loan or the related Collateral other than litigation to force payment or to realize on the Collateral securing the Defective Loan; (vii) completes any action with respect to foreclosure on, or accepts a deed-in-lieu of foreclosure for any Collateral securing the Defective Loan; (viii) causes, by action or inaction, the priority of title to the Defective Loan, Mortgaged Property and other related security to be lower in priority than the priority of title that existed at the time the Defective Loan was conveyed by the Seller; (ix) causes, by action or inaction, the security for the Defective Loan to be different than that conveyed by the Seller, except as may be required by the terms of the Collateral Documents, (x) causes, by action or inaction, a claim of third parties to arise against the Purchaser that, as a result of repurchase of the Defective Loan under this Agreement, might be asserted against the Seller; (xi) causes, by action or inaction, a Lien with respect to the Defective Loan to arise (other than a Lien in favor of the Seller); (xii) is the Borrower or any Related Party under such Defective Loan; or (xiii) makes a disbursement in respect of the Defective Loan other than an Advance, a Corporate Advance or the funding of a draw with respect to a HELOC, unless any of the foregoing actions are permitted by the Guidelines, to the extent applicable to such action. With respect to any Defective Loan that fails to qualify for a repurchase because of any of the foregoing actions or inactions of the Purchaser or the Purchaser's servicer, if the Seller determines that a Defect is not curable using commercially reasonable means, and the Purchaser has not proposed an alternate cure that is reasonably acceptable to the Seller, then, unless the Seller waives the restrictions of this Section 7.06, the Seller will be relieved of its obligation to provide any Remedy for such Defect.

Section 7.07 Predatory Lending Defects. Notwithstanding anything herein to the contrary, if the Seller becomes aware of any failure of Section 6.09(i) to be true with respect to any Loan as of the date such statement was made (a "Predatory Lending Defect"), then the Seller shall have the right to repurchase such Loan from the Purchaser, and the Purchaser shall sell such Loan to the Seller, at the Repurchase Price, regardless of whether the conditions set forth in Section 7.02 have been satisfied and regardless of whether the Purchaser has submitted a Defect Notice with respect to such Loan. In connection with any such repurchase, the Purchaser shall comply with Section 7.05 (except that the Purchaser need not deliver the certification required in clause (iv) thereof). The Seller's repurchase of any Loan pursuant to this Section 7.07 shall be the sole Remedy available to the Purchaser in the event of a Predatory Lending Defect, whether the Seller exercises its right under this Section 7.07 or the Purchaser provides a Defect Notice with respect to any such Defect.

Section 7.08 Seller Loss Limit, Satisfaction of Obligation to Provide Remedy The Seller's obligation to provide a Remedy hereunder in respect of Defective Loans shall cease at such time as the aggregate payments made by the Seller (including payments made by the Seller to third parties to cure Defects) under this Article VII (including purchase price adjustments) equals or exceeds the aggregate purchase price of the Loans (after taking into account any adjustment in the purchase price due to prorations or set-off amounts), and the Seller shall have no liability for the cost of any Remedy to the extent such cost exceeds such amount. At such time as the Seller shall have provided a Remedy with respect to a Defect, the Purchaser shall have no further or additional rights to, and shall be deemed to have released the Seller from any obligation to provide, any additional or different Remedy with respect to such Defect. If the Seller repurchases a Defective Loan, the Purchaser shall have no further or additional rights to, and shall be deemed to have released the Seller from any obligation to provide, any additional or different remedy or any loss-sharing under the Shared-Loss Agreement with respect to such Defective Loan, even if a Defect other than the one specified in the Defect Notice is subsequently identified.

ARTICLE VIII

CONDITIONS PRECEDENT TO CLOSING

Section 8.01 Conditions to Purchaser's Obligation. The obligation of the Purchaser to effect the Closing hereunder is subject to the satisfaction (or waiver by the Purchaser) of all of the conditions set forth in Section 14.01 of the Master Purchase Agreement (subject to the introductory paragraph of Article XIV of the Master Purchase Agreement).

Section 8.02 Conditions to Seller's Obligation. The obligation of the Seller to effect the Closing hereunder is subject to the satisfaction (or waiver by the Seller) of all of the conditions set forth in Section 14.02 of the Master Purchase Agreement (subject to the introductory paragraph of Article XIV of the Master Purchase Agreement).

ARTICLE IX

NOTICES

Section 9.01 Notices. All notices, requests, demands and other communications required or permitted to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be given by certified or registered mail, postage prepaid, or delivered by hand or by nationally recognized air courier service, directed to the address of such Person as set forth in the applicable Section of this Article IX. Any such notice shall become effective when received (or receipt is refused) by the addressee, provided that any notice or communication that is received (or refused) other than during regular business hours of the recipient shall be deemed to have been given at the opening of business on the next Business Day of the recipient. From time to time, any Person may designate a new address for purposes of notice hereunder by notice to such effect to the other Persons identified in this Article IX.

Section 9.02 Article VII Notice Any notice, request, demand or other communication required or permitted to be given to the Seller pursuant to the provisions of Article VII shall be delivered to:

Seller: Manager, Structured Transactions
 c/o Federal Deposit Insurance Corporation
 550 17th Street, NW (Room F-7008)
 Washington, D.C. 20429-0002
 Attention: George Alexander

with a copy to Senior Counsel
 FDIC Legal Division
 Litigation and Resolutions Branch, Receivership Section
 Special Issues Unit
 3501 Fairfax Drive (Room E-7056)
 Arlington, Virginia 22226
 Attention: David Gearin

Section 9.03 All Other Notices. Any notice, request, demand or other communication required or permitted to be given pursuant to any provision of this Agreement and that is not governed by the provisions of Section 9.02 shall be delivered to.

Purchaser. 888 East Walnut Street
 Pasadena, California 91101-7211
 Attention: Steven Mnuchin

with a copy to: Cleary Gottlieb Steen & Hamilton LLP
 One Liberty Plaza
 New York, New York 10006
 Attention: Paul E. Glotzer

Seller: Manager, Capital Markets & Resolutions
 c/o Federal Deposit Insurance Corporation
 550 17th Street, NW (Room F-7008)
 Washington, D.C. 20429-0002
 Attention: George Alexander

with a copy to Senior Counsel
 FDIC Legal Division
 Litigation and Resolutions Branch, Receivership Section
 Special Issues Unit
 3501 Fairfax Drive (Room E-7056)
 Arlington, Virginia 22226
 Attention: David Gearin

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10 01 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be ineffective, but such ineffectiveness shall be limited as follows. (i) if such provision is prohibited or unenforceable in such jurisdiction only as to a particular Person or Persons and/or under any particular circumstance or circumstances, such provision shall be ineffective, but only in such jurisdiction and only with respect to such particular Person or Persons and/or under such particular circumstance or circumstances, as the case may be, (ii) without limitation of clause (i), such provision shall in any event be ineffective only as to such jurisdiction and only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction, and (iii) without limitation of clauses (i) or (ii), such ineffectiveness shall not invalidate any of the remaining provisions of this Agreement. Without limitation of the preceding sentence, it is the intent of the parties to this Agreement that in the event that in any court proceeding, such court determines that any provision of this Agreement is prohibited or unenforceable in any jurisdiction (because of the duration or scope (geographic or otherwise) of such provision, or for any other reason) such court shall have the power to, and shall, (x) modify such provision (including without limitation, to the extent applicable, by limiting the duration or scope of such provision and/or the Persons against whom, and/or the circumstances under which, such provision shall be effective in such jurisdiction) for purposes of such proceeding to the minimum extent necessary so that such provision, as so modified, may then be enforced in such proceeding and (y) enforce such provision, as so modified pursuant to clause (x), in such proceeding. Nothing in this Section is intended to, or shall, limit (1) the ability of any party to this Agreement to appeal any court ruling or the effect of any favorable ruling on appeal or (2) the intended effect of Section 10.02

Section 10 02 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL LAW, BUT IF FEDERAL LAW DOES NOT PROVIDE A RULE OF DECISION IT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK (EXCLUDING ANY CONFLICT OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION) Nothing in this Agreement shall require any unlawful action or inaction by any party hereto

Section 10 03 Waivers; Amendment and Assignment. No provision of this Agreement may be amended or waived except in writing executed by all of the parties to this Agreement This Agreement and the terms, covenants, conditions, provisions, obligations, undertakings, rights and benefits hereof shall be binding upon, and shall inure to the benefit of, the undersigned parties and their respective heirs, executors, administrators, representatives, successors and permitted assigns, and no other Person or Persons (including Borrowers or any co-lender or other Person with any interest in or liability under any of the Loans) shall have any rights or remedies under or by reason of this Agreement. Notwithstanding the foregoing, this Agreement may not be transferred or assigned without the express prior written consent of the Seller and any attempted assignment without such consent shall be void *ab initio*

Section 10.04 No Presumption. This Agreement shall be construed fairly as to each party hereto and if at any time any such term or condition is desired or required to be interpreted or construed, no consideration shall be given to the issue of who actually prepared, drafted or requested any term or condition of this Agreement or any agreement or instrument subject hereto.

Section 10.05 Entire Agreement This Agreement and the Ancillary Documents contain the entire agreement between the Seller and the Purchaser and/or its Affiliates with respect to the subject matter hereof and supersede any and all other prior agreements, whether oral or written. In the event of a conflict between the terms of this Agreement and the terms of any Transfer Document or other document or instrument executed in connection herewith or in connection with the transactions contemplated hereby, including any translation into a foreign language of this Agreement for the purpose of any Transfer Document, or any other document or instrument executed in connection herewith which is prepared for notarization, filing or any other purpose, the terms of this Agreement shall control, except that, in the event of a conflict with the terms of the Shared-Loss Agreement, the terms of the Shared-Loss Agreement control. Furthermore, subject to the exception in the preceding sentence, the terms of this Agreement shall in no way be or be deemed to be amended, modified or otherwise affected in any manner by the terms of such Transfer Document or other document or instrument.

Section 10.06 Jurisdiction, Venue and Service Each of the Purchaser, for itself and its Affiliates, and the Seller hereby irrevocably and unconditionally

(a) (i) agrees that any suit, action or proceeding instituted against it by any other party with respect to this Agreement may be instituted, and that any suit, action or proceeding by it against any other party with respect to this Agreement shall be instituted, only in the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia (and appellate courts from any of the foregoing), (ii) consents and submits, for itself and its property, to the jurisdiction of such courts for the purpose of any such suit, action or proceeding instituted against it by any other party and (iii) agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law,

(b) agrees that service of all writs, process and summonses in any suit, action or proceeding pursuant to Section 10.06(a) may be effected by the mailing of copies thereof by registered or certified mail, postage prepaid, at its address for notices pursuant to Article IX (with copies to such other Persons as specified therein), provided, however, that nothing contained in this Section 10.06 shall affect its ability to be served process in any other manner permitted by Law;

(c) (i) waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any court specified in Section 10.06(a), (ii) waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum and (iii) agrees not to plead or claim either of the foregoing, and

(d) agrees that nothing contained in this Section 10.06 shall be construed as a limitation on any removal rights the FDIC may have

Section 10.07 Waiver of Jury Trial. EACH OF THE PURCHASER, FOR ITSELF AND ITS AFFILIATES, AND THE SELLER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

Section 10.08 Counterparts; Facsimile Signatures This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same agreement. This Agreement and any amendments hereto, to the extent signed and delivered by facsimile or other electronic means, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No signatory to this Agreement shall raise the use of a facsimile machine or other electronic means to deliver a signature or the fact that any signature or agreement was transmitted or communicated through the use of a facsimile machine or other electronic means as a defense to the formation or enforceability of a contract and each such Person forever waives any such defense

Section 10.09 Headings. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof. All Section and paragraph references contained herein shall refer to Sections and paragraphs in this Agreement unless otherwise specified.

Section 10.10 Compliance with Law Except as otherwise specifically provided herein, each party to this Agreement shall, at its own cost and expense, obey and comply with all applicable Laws, as they may pertain to such party's performance of its obligations hereunder

Section 10.11 Right to Specific Performance THE PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT THE DAMAGES TO BE INCURRED BY THE SELLER AS A RESULT OF THE PURCHASER'S BREACH OF THIS AGREEMENT WILL BE DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN, THAT DAMAGES WILL NOT BE AN ADEQUATE REMEDY AND THAT ANY BREACH OR THREATENED BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT BY THE PURCHASER MAY CAUSE IMMEDIATE IRREPARABLE HARM FOR WHICH THERE MAY BE NO ADEQUATE REMEDY AT LAW. ACCORDINGLY, THE PARTIES AGREE THAT, IN THE EVENT OF ANY SUCH BREACH OR THREATENED BREACH, THE SELLER SHALL BE ENTITLED TO IMMEDIATE AND PERMANENT EQUITABLE RELIEF (INCLUDING INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE OF THE PROVISIONS OF THIS AGREEMENT) FROM A COURT OF COMPETENT JURISDICTION (IN ADDITION TO ANY OTHER REMEDY TO WHICH IT MAY BE ENTITLED AT LAW OR IN EQUITY) THE PARTIES AGREE AND STIPULATE THAT THE SELLER SHALL BE ENTITLED TO EQUITABLE (INCLUDING INJUNCTIVE) RELIEF WITHOUT POSTING A BOND OR OTHER SECURITY AND THE PURCHASER

FURTHER WAIVES ANY DEFENSE IN ANY SUCH ACTION FOR SPECIFIC PERFORMANCE OR INJUNCTIVE RELIEF THAT A REMEDY AT LAW WOULD BE ADEQUATE AND ANY REQUIREMENT UNDER LAW TO POST SECURITY AS A PREREQUISITE TO OBTAINING EQUITABLE RELIEF. NOTHING CONTAINED IN THIS SECTION SHALL LIMIT EITHER PARTY'S RIGHT TO ANY REMEDIES AT LAW, INCLUDING THE RECOVERY OF DAMAGES FOR BREACH OF THIS AGREEMENT

Section 10 12 No Third Party Beneficiaries. This Agreement is made for the sole benefit of the Seller and the Purchaser and their respective successors and permitted assigns, and no other Person or Persons (including any Borrower or co-lender or other Person with any interest in or liability under any of the Loans) shall have any rights or remedies under or by reason of this Agreement. Notwithstanding the foregoing, the FDIC shall be considered a third party beneficiary to this Agreement.

Section 10 13 Timing. The Purchaser agrees that, although the Seller has agreed to use commercially reasonable efforts to take certain actions pursuant to this Agreement within specified periods of time, the failure of the Seller to take any such actions within such specified periods of time shall not be dispositive evidence of a breach by the Seller of this Agreement

Section 10 14 Survival. The covenants, representations and warranties in this Agreement shall survive the execution of this Agreement and the consummation of the transactions contemplated hereunder.

Section 10 15 Termination. This Agreement shall terminate upon the termination of the Master Purchase Agreement in accordance with its terms

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IN WITNESS WHEREOF, the parties hereto have caused this Loan Sale Agreement to be executed as of the day and year first above written.

SELLER:

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
INDYMAC FEDERAL BANK, FSB

By George C. Alexander
Name George C Alexander
Title Manager, Structured Transactions

PURCHASER:

ONTARIO BANK, FSB

By: _____
Name Joshua P. Eaton
Title Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Loan Sale Agreement to be executed as of the day and year first above written.

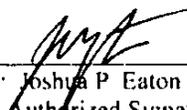
SELLER:

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
INDYMAC FEDERAL BANK, FSB

By _____
Name
Title

PURCHASER:

ONEWISIT BANK, FSB

By  _____
Name: Joshua P. Eaton
Title: Authorized Signatory

ATTACHMENT A

LOAN SCHEDULE

[Attached]

ATTACHMENT B

AFFIDAVIT AND ASSIGNMENT OF CLAIM

(For use with Loans in Bankruptcy)

(Note to Preparer When preparing the actual Affidavit and Assignment, delete this instruction and the reference to Attachment B above)

State of _____)

County of _____)

The undersigned, being first duly sworn, deposes and states as follows:

The Federal Deposit Insurance Corporation as Receiver for IndyMac Federal Bank, FSB ("Assignor"), acting by and through its duly authorized officers and agents, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, transfer, assign and set over to [_____], a {insert type of entity} ("Assignee") and its successors and assigns, all of the Assignor's interest in any claim (including any and all proofs of claim filed by the Assignor with the Bankruptcy Court (as defined below) in respect of such claim) in the bankruptcy case commenced by or against {insert Obligor's name} ("Obligor") in the {insert (1) appropriate U S Bankruptcy Court, including the district of the court, such as for the Western District of Texas, or (2) the Foreign Jurisdiction Bankruptcy Court} ("Bankruptcy Court") being designated as Case Number {insert docket number assigned case} ("Bankruptcy Claim"), or such part of said Bankruptcy Claim as is based on the promissory note of {insert the names of the makers of the note exactly as they appear on the note}, dated {insert the date the note was made}, and made payable to {insert the name of the payee on the note exactly as it appears on the note}, provided, however, that this assignment is made pursuant to the terms and conditions as set forth in that certain Loan Sale Agreement between the Assignor and the Assignee dated [_____], 2009 (the "Agreement")

For purposes of Rule 3001 of the Federal Rules of Bankruptcy Procedure ("Bankruptcy Rule 3001"), this assignment and affidavit represent the unconditional transfer of the Bankruptcy Claim or such part of the Bankruptcy Claim as is based on the promissory note or notes described above and shall constitute the statement of the transferor acknowledging the transfer and stating the consideration therefor as required by said Bankruptcy Rule 3001. The Assignor hereby waives any objection to the transfer of the Bankruptcy Claim to the Assignee to the extent set forth above on the books and records of the Obligor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Bankruptcy Rule 3001, the Bankruptcy Code, applicable local bankruptcy rules or applicable law with respect to the Bankruptcy Claim to such extent. The Assignor acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to the Assignor transferring to the Assignee the Bankruptcy Claim to the extent set forth above and recognizing the Assignee as the sole owner and holder of the Bankruptcy Claim to such extent. The Assignor further notifies the Obligor, the Bankruptcy Court and all other interested parties that all further notices relating to the Bankruptcy Claim to such extent, and all

payments or distributions of money or property in respect of the Bankruptcy Claim to such extent, shall be delivered or made to the Assignee

This transfer was not for the purpose of the enhancement of any claim in a pending bankruptcy. The transfer of the debt was pursuant to the Agreement, through which numerous debts were sold, no specific amount of the total consideration was assigned to the debt that forms the basis of claim

This assignment shall also evidence the unconditional transfer of the Assignor's interest in any security held for the Bankruptcy Claim.

IN WITNESS WHEREOF, the Assignor has caused this Affidavit and Assignment of Claim to be executed this ___ day of _____, 20__.

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER
FOR INDYMAC FEDERAL BANK, FSB

By: _____
Name:
Title: Attorney-in-Fact

ATTACHMENT C

ASSIGNMENT AND ASSUMPTION OF INTERESTS AND OBLIGATIONS

(Note to FDIC Preparer When preparing the actual Assignment, delete this instruction and the reference to Attachment C above)

THIS ASSIGNMENT AND ASSUMPTION OF INTERESTS AND OBLIGATIONS (“Assignment”) is made and entered into as of the ____ day of _____, 20__ by and between the Federal Deposit Insurance Corporation as Receiver for IndyMac Federal Bank, FSB (“Assignor”) and OneWest Bank, FSB (“Assignee”)

Whereas, Assignor and Assignee have entered into that certain Loan Sale Agreement, dated March 19, 2009 (the “LSA”), pursuant to which Assignor has agreed to sell, assign, transfer and convey to Assignee all the assets identified on Exhibit A attached to this Agreement (the “Assets”). Capitalized terms used herein but not defined herein shall have the meanings set forth in the LSA. *(Note to Preparer Attach Exhibit A which should be the same as Attachment A to the LSA, which shall be as of the Initial Calculation Date and shall be updated after the Closing Date to reflect Closing Date balances)*

Whereas, pursuant to a Bill of Sale of even date herewith, Assignor has conveyed to Assignee that part of the Assets which consists of tangible personal property

Whereas, part of the Assets may consist of documents and instruments evidencing loans (including, without limitation, promissory notes, loan agreements, shared credit or participation agreements, inter-creditor agreements, letters of credit, reimbursement agreements, drafts, bankers’ acceptances, transmission system confirmations of transaction and other evidences of indebtedness, including loan histories, affidavits, general collection information, correspondence and comments pertaining to such obligations) and equipment leases (the “Agreements to Pay”).

Whereas, another part of the Assets may consist of documents securing Agreements to Pay, such as mortgages, deeds of trust, security agreements, loan agreements and other documents or instruments of similar nature relating to the Agreements to Pay (the “Collateral Documents”).

Whereas, another part of the Assets may consist of real estate, Contracts for Deed to real estate, and leases, tenancies, concessions, licenses and other rights of occupancy or use related to real estate (including any security deposits relating thereto in Assignor’s possession) (the “Real Estate Interests”).

Whereas, another part of the Assets may be affected by contracts relating to the Assets, such as collection and service agreements, including with respect to the LSBOs any servicing agreements pursuant to which the LSBOs are being serviced by a third party (the “Miscellaneous Agreements”). The term “Miscellaneous Agreements” does not include loan servicing agreements between Assignor and independent contractors.

Whereas, under the LSA, Assignor has agreed to assign and convey to Assignee all of Assignor's right, title and interest to the Agreements to Pay, the Collateral Documents, the Real Estate Interests and the Miscellaneous Agreements related to the Assets.

Whereas, Assignee has agreed to accept and assume all of Assignor's duties, obligations and liabilities under the Agreements to Pay, Collateral Documents, Real Estate Interests and Miscellaneous Agreements related to the Assets (the "Obligations").

Whereas, the term "Advances" as used herein means the sum of all unreimbursed amounts advanced by or on behalf of the Assignor, the Failed Thrift, IndyMac Federal or their respective predecessors-in-interest (i) to protect the noteholder's lien position or the collateral, including payment of ad valorem taxes and hazard and forced placed insurance as permitted by the terms of any loan, or (ii) to meet required scheduled payments. The term "Advances" does not include (A) incremental funding of loan proceeds under an Agreement to Pay, such as in the case of a revolving credit loan or a construction loan, or (B) the payment of appraisal fees, broker opinion fees, attorney fees and associated legal fees, foreclosure fees, trustee fees, property inspection fees, property preservation and operating cost fees, tax penalties, title policies, lien search fees, or any other cost that can be directly associated with the collection and servicing of a loan.

NOW THEREFORE, in consideration of the foregoing and the sum of ten dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1 Assignor's Assignment Assignor hereby transfers, grants, conveys and assigns to Assignee all of Assignor's right, title and interest in the Agreements to Pay, the Collateral Documents, the Real Estate Interests and the Miscellaneous Agreements.

2 Assignee's Acceptance. Assignee does hereby accept such assignment from Assignor and assumes all Obligations arising from and after the date hereof. The Obligations assumed include, without limitation, any and all obligations to (i) make payments relating to Agreements to Pay serviced by Assignor; (ii) make Advances with respect to Agreements to Pay serviced by Assignor, (iii) reimburse third party servicers for Advances on Agreements to Pay, and (iv) make incremental disbursements of loan proceeds, such as in the case of a revolving credit loan or a construction loan

4. Beneficiaries of this Assignment This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns, and the Federal Deposit Insurance Corporation in its corporate capacity shall be a third-party beneficiary with respect hereto

5 Incorporation of terms of LSA. This Assignment is made, executed and delivered pursuant to the LSA, and is subject to all of the terms, provisions and conditions thereof. In the event of any conflict between the LSA and this Assignment, the LSA shall govern

6 Controlling Law Federal law of the United States shall control this Agreement. To the extent that federal law does not supply a rule of decision, this Agreement shall be

governed by, and construed and enforced in accordance with, the laws of the State of New York. Nothing in this Agreement will require any unlawful action or inaction by either party.

7 Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument

IN WITNESS WHEREOF, each of the parties has caused this Assignment and Assumption of Interests and Obligations to be executed and delivered by its duly authorized officer or agent as of the day and year first written above

ASSIGNOR:

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
INDYMAC FEDERAL BANK, FSB

By _____
Name: _____
Witness _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

ONEWEST BANK, FSB

By _____
Name: _____
Witness _____

By: _____
Name: _____
Title: _____

6. That, pursuant to the terms and conditions of the aforementioned Loan Sale Agreement, the Instrument (including, without limitation, any and all rights the Seller may have to enforce payment and performance of the Instrument, including any rights under Section 3-309 of the Uniform Commercial Code) is hereby assigned effective as of the date hereof, without recourse, representation or warranty, to the Purchaser, except as set forth in the Loan Sale Agreement and the Master Purchase Agreement (as defined in the Loan Sale Agreement). A copy of the Instrument is attached to this affidavit, if available.

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
INDYMAC FEDERAL BANK, FSB

By: _____

Name:

Title: Attorney-in-Fact

ATTACHMENT E

BILL OF SALE

(Note to Preparer When preparing the actual Bill of Sale, delete this instruction and the reference to Attachment E above)

For value received and pursuant to the terms and conditions of the Loan Sale Agreement by and between the Federal Deposit Insurance Corporation as Receiver for IndyMac Federal Bank, FSB (the "Seller") and OneWest Bank, FSB (the "Purchaser") dated [_____], 2009 (the "Agreement"), the Seller does hereby sell, assign and convey to the Purchaser, its successors and assigns, and the Purchaser does hereby purchase and accept from the Seller, all right, title and interest of the Seller in and to those assets described in Exhibit A attached to this Bill of Sale and made a part hereof for all purposes, which consist of tangible personal property. (Note to Preparer Attach Exhibit A which should be the same as Attachment A to the Agreement, which shall be as of the Initial Calculation Date and shall be subsequently updated after the Closing Date to reflect Closing Date balances)

THIS BILL OF SALE IS EXECUTED WITHOUT RECOURSE AND WITHOUT REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR CREATED BY OPERATION OF LAW, EXCEPT AS PROVIDED IN THE AGREEMENT AND THE MASTER PURCHASE AGREEMENT.

EXECUTED THIS _____ DAY OF _____, 2009

SELLER:

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
INDYMAC FEDERAL BANK, FSB

By: _____
Name. _____
Witness

By: _____
Name
Title

ATTACHMENT F

LIMITED POWER OF ATTORNEY

[Sale Name]

(Note to Preparer When preparing the actual Limited Power of Attorney, delete this instruction and the reference to Attachment F above)

KNOW ALL PERSONS BY THESE PRESENTS, that the FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") as Receiver for IndyMac Federal Bank, FSB, hereafter called the "Receiver", hereby designates the individual(s) set out below (the "Attorney(s)-in-Fact") for the sole purpose of executing the documents outlined below.

WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC as Receiver under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW THEREFORE, the FDIC as Receiver grants to the above-named Attorney(s)-in-Fact the authority, subject to the limitations herein, as follows.

1 To execute, acknowledge, seal and deliver on behalf of the FDIC as Receiver for IndyMac Federal Bank, FSB all instruments of transfer and conveyance, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the sale and transfer of any asset pursuant to that certain Loan Sale Agreement, dated as of March ___ 2009, between the Receiver and OneWest Bank, FSB.

The form which the Attorney(s)-in-Fact shall use for endorsing promissory notes or preparing allonges to promissory notes is as follows

Pay to the order of
OneWest Bank, FSB
Without Recourse

FEDERAL DEPOSIT INSURANCE
CORPORATION as Receiver for IndyMac Federal
Bank, FSB

By: _____
Name: _____
Title: Attorney-in-Fact

All other documents of assignment, conveyance or transfer shall contain this sentence: "This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver."

2. To grant to each Attorney-in-Fact full power and authority to do and perform all acts necessary to carry into effect the powers granted by this Limited Power of Attorney as fully as FDIC or the Receiver might or could do with the same validity as if all and every such act had been herein particularly stated, expressed and especially provided for.

This Limited Power of Attorney shall be effective from _____, 2009 and shall continue in full force and effect through _____, 2010 unless otherwise terminated by an official of the FDIC authorized to do so by the Board of Directors ("Revocation") At such time this Limited Power of Attorney will be automatically revoked. Any third party may rely upon this document as the named individual(s)' authority to continue to exercise the powers herein granted unless a Revocation has been recorded in the public records of the jurisdiction where this Limited Power of Attorney has been recorded, or unless a third party has received actual notice of a Revocation

IN WITNESS WHEREOF, the FDIC by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be executed and subscribed in its name this ___ day of _____, 2009

**FEDERAL DEPOSIT INSURANCE CORPORATION as
Receiver for IndyMac Federal Bank, FSB**

By. _____
Name _____
Title _____

[CONTINUED ON NEXT PAGE]

(CORPORATE SEAL)

ATTEST: _____

Name Herbert J. Messite
Title Counsel

Signed, sealed and delivered
in the presence of

By _____

Name _____

Witness

By _____

Name _____

Witness

[ACKNOWLEDGMENT ON NEXT PAGE]

ATTACHMENT G
SHARED-LOSS AGREEMENT

[Attached]

ATTACHMENT H
**TERM SHEET FOR PARTICIPATION INTERESTS IN UNFUNDED HELOC
COMMITMENTS**

[Attached]

SCHEDULE 1.01(a)

UNFUNDED HELOC COMMITMENTS

SCHEDULE 2.01(a)

LSBO SERVICING AGREEMENTS

SCHEDULE 2.01(c)
ASSUMED LITIGATION

Schedule 2.01(c)

SCHEDULE 2.02

**CATEGORIES AND APPLICABLE PERCENTAGES
WITH RESPECT TO LOANS**

<u>Category of Loan</u>	<u>% of Par</u>
Held for Sale	
Current	70.0000%
30 Days Delinquent	60.0000%
60+ Days Delinquent	55.0000%
Held for Investment	
<i>Whole Loans</i>	
Current	70.0000%
30 Days Delinquent	60.0000%
60+ Days Delinquent	55.0000%
<i>HELOCs</i>	
Current	58.0000%
30 Days Delinquent	50.0000%
60+ Days Delinquent	37.7500%

SCHEDULE 6.09(b)

LOANS MODIFIED OR CANDIDATES FOR MODIFICATION

B-1

CUSTOMER SERVICE INV 753/664 03/30/11 14:21:55
 2C TYPE CONV. RES. MAN F
 IR 7.12500 BR 00

REDACTED
 LAS VEGAS NV
 REDACTED
 REDACTED

< >: 03/28/11
 ~HIST-----* LOAN HISTORY *----- (MORE)

PROC-OT	DUE-OT	TRAN	TRAN-DESCRIPTION	AMOUNT/CD/DESCRIPTION	TRAN-EFFECTIVE-DATE
		PRINCIPAL	INTEREST	ESCROW	
03-29-11	06-10	173	PAYMENT		
		6,027.06	0.00	0.00	6,027.06
03-29-11	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES		
		11.00	0.00	0.00	11.00
03-29-11	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES		
		145.00	0.00	0.00	145.00
03-16-11	06-10	152	LATE CHARGE ASSESSMENT		
		0.00	0.00	0.00	76.00-1
03-01-11	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES		
		11.00	0.00	0.00	11.00
02-16-11	06-10	152	LATE CHARGE ASSESSMENT		
		0.00	0.00	0.00	76.00-1

---x PF2 FOR ADDL MESSAGES x-----
 PRESS PF14 FOR MEMOS
 LOSS MIT IND = Z UNDER RVW BY LOSSMIT
 ACTIVE FORECLOSURE
 ACTIVE LOSS MITIGATION
 REPAY PLAN
 PAYMENT TRAN PRESENT

```

    REDACTED
    ----- QX DELINQUENCY OWNERSHIP 03/30/11 14:21:21
    13 CONV. RES. PER/CLS/OFF F/AA/00 AGE: 5Y 3M IR: 7.12500 INV: 753
    DUE( 10) 16,833.60 DUE 06/01/10( 3)(06/16) ASSUM: ACQ:01/31/06
    LATE CHRG 1,074.69 PAYMT 1,683.36 P: REDACTED
    BAD CK FEES .00 L/C AMT .00 LAS VEGAS NV
    OTHER FEES .00 PAYMT + LC 1,683.36 M: REDACTED
    TOT DUE 17,908.29* PRIN BAL 256,000.00
    SUSPENSE 6,027.06 P&I
    NET DUE 11,881.23 DLQ 12 TIME.PAY 18 DAY Henderson NV
    C/S 004
    C/D 01/10 REDACTED W WORK NUMBER REDACTED
    
```

```

    -IMD:N----- * ADDITIONAL MESSAGES * -----WU: P
    PRESS PF14 FOR MEMOS ACTIVE LOSS MITIGATION
    LOSS MIT IND = Z UNDER RVW BY LOSSMIT CASHIER STOP 5
    -----* HIST-----* TRANSACTION HISTORY *-----
    TRAN 073 APP 03/29/11 SEQ 3 DUE 06/01/10
    RECD 6027.06 FEE .00 LIFE .00 HUD .00 HITP 1 DIST TY 2
    PRIN .00 REP-RES .00 AGH .00 235 .00
    INT .00 INT-DUE .00 UN-INT .00 BSC .00
    ESC .00 REF-ADV .00 CR-LIFE .00 FHA-PEN .00
    SUSP 6027.06 MISC .00 ORG-FEE .00 S/F .00
    PAYEE RES-ESC .00 CDI .00 LDI .00
    GRP 874 ACT 102W CK NO. EFF-DT 03/29/11
    
```

P309 LN 03-30-11
 MORTGAGE LOAN HISTORY

NAME REDACTED
 INV-LN 753-664-0122688103 DUE 06-01-10 TYPE 13

BR 00 MAN F P-TYPE 2 INT .0712500 FIRST PB 256.000.00 2ND PB .00

HUD .00 NET 1683.36 SF .00250000 SUSP 6027.06 STOP D B P F N A D L

REP .00 RES .00 9 0 0 4 3 0 0 1

APP 03-29 03-29 03-16 03-01

DUE 06-10 00-00 06-10 00-00

TYPE/TRAN 1 73 6 33 1 52 6 33

AMOUNT 6.027.06 .00 .00 .00

PRIN-PD .00 .00 .00 .00

PRIN-BAL 256.000.00 256.000.00 256.000.00 256.000.00

INT-PD .00 .00 .00 .00

ESC-PD .00 .00 .00 .00

ESC-BAL .00 .00 .00 .00

A&H-INS .00 .00 .00 .00

LIFE-INS .00 .00 .00 .00

LC/FEES .00 .00 .00 76.00-

MISC-PD .00 .00 .00 .00

ADV-BAL 1.147.29 1.147.29 1.147.29 1.147.29

SUSP 6.027.06 .00 .00 .00

SC/PAYEE * PI3000 MS4855 PI3000

PAGE 001 OF 008 TOTAL TRANS AVAILABLE 0037 OLDEST TRAN 03-15-10 /P

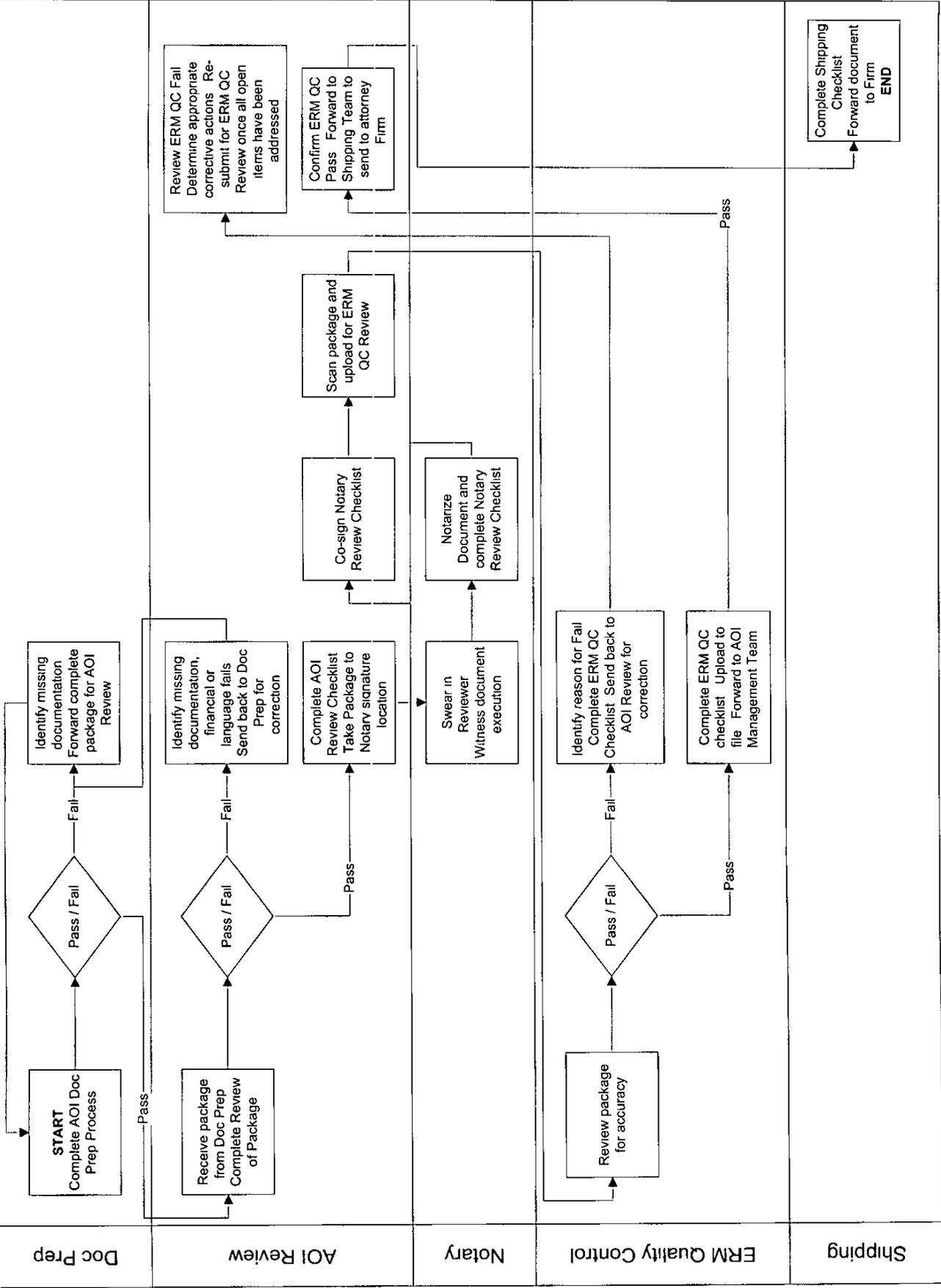
PAY4 ██████████ AS-OF 03/23/11 PAYOFF CALCULATION TOTALS 02/28/11 18 50-27
 NAME ██████████ CONTACT NAME ██████████

PRINCIPAL BALANCE	187,440.19	-----	RATE CHANGES	-----
INTEREST 03/23/11	24,086.25	INT FROM	RATE	AMOUNT
PRORATA MIP/PMI	.00	04/01/09	6.50000	24,086.25
ESCROW ADVANCE	5,486.10	03/23/11		
ESCROW BALANCE	.00			
SUSPENSE BALANCE	602.75-			
HUD BALANCE	.00			
REPLACEMENT RESERVE	.00			
RESTRICTED ESCROW	.00			
TOTAL-FEES	35.00			
ACCUM LATE CHARGES	1,486.56			
ACCUM NSF CHARGES	.00			
OTHER FEES DUE	37.72			
PENALTY INTEREST	.00			
FLAT/OTHER PENALTY FEE	.00	TOTAL INTEREST		24,086.25
CR LIFE/ORIG FEE RBATE	.00	TOTAL TO PAYOFF		202,355.07
RECOVERABLE BALANCE	4,386.00	NUMBER OF COPIES: <u>1</u>		PRESS PF1 TO PRINT

C-1

AOI Process – File Review and Execution

As of 12/1/2010



Identify missing documentation
Forward complete package for AOI Review

Pass / Fail

START
Complete AOI Doc
Prep Process

Identify missing documentation,
financial or language fails
Send back to Doc Prep for correction

Pass / Fail

Receive package from Doc Prep
Complete Review of Package

Complete AOI Review Checklist
Take Package to Notary signature location

Pass

Swear in Reviewer
Witness document execution

Notarize Document and complete Notary Review Checklist

Scan package and upload for ERM QC Review

Co-sign Notary Review Checklist

Review ERM QC Fail
Determine appropriate corrective actions Re-submit for ERM QC Review once all open items have been addressed

Confirm ERM QC Pass Forward to Shipping Team to send to attorney Firm

Review package for accuracy

Pass / Fail

Identify reason for Fail
Complete ERM QC Checklist Send back to AOI Review for correction

Complete ERM QC checklist Upload to file Forward to AOI Management Team

Pass

Complete Shipping Checklist
Forward document to Firm
END

D-1

Document Title: Foreclosure Document Review and Signature Procedure		
Classification: Operations - HLS/ HLS Default Risk Management		
Doc. No.: 02962	Status: New <input type="checkbox"/> Revised <input checked="" type="checkbox"/>	Published: 02/28/2011

Foreclosure Document Review and Signature Procedure

Purpose

These procedures detail how to review and sign the following foreclosure documents:

- Affidavit - for judgment entry purposes
- Assignment
- Lost Note Affidavit

Governing Guidelines

The HLS Foreclosure Master Policy establishes that OneWest Bank, F S B and its affiliates (OneWest or the Company) will adhere to applicable laws and regulations, including ensuring that foreclosure documents are prepared and signed in the manner prescribed by law

Primary Responsibility

Completion of this procedure is the primary responsibility of the following staff

- Foreclosure Specialist
- Foreclosure Officer
- Foreclosure Processing Support
- Foreclosure Attorney

Note: Foreclosure processing support may be provided by a third-party vendor, subject to vendor management oversight by OneWest.

Before This Procedure

- The Foreclosure Referral Review Procedure in the HLS Default Risk Management Foreclosure Procedure has been completed
- The Foreclosure Attorney has initiated the foreclosure document review process in LPS Desktop
- Print a copy of the Signature Required BAU Control Sheet.

Continued on next page

Document Owner: FVP, Default Risk Management
Prior publication date: 01/28/2011

Document Title: Foreclosure Document Review and Signature Procedure		
Classification: Operations – HLS/ HLS Default Risk Management		
Doc. No.: 02962	Status: New <input type="checkbox"/> Revised <input checked="" type="checkbox"/>	Published: 02/28/2011

Foreclosure Document Review and Signature Procedure

Preparing and Verifying the Judgment Affidavit

Providing Foreclosure Data for the Judgment Affidavit

In response to the launching of the Judgment Figure Request process in LPS Desktop by a Foreclosure Attorney, offsite Foreclosure Processing Support proceeds as follows

Step	Action
1	Obtain the list of loans with the Judgment Figure process open from LPS Desktop.
2	<p>Run the Judgment Figure script This script will capture screen prints of the following screens and store them in LPS Desktop as a package attached to the loan file.</p> <p>The electronic screen print package consists of:</p> <ul style="list-style-type: none"> • P309 • PAY1 • PAY2 • PAY3 • PAY4 • DDCH • FOR3 • FOR1 • DLQ1

Creating the Judgment Affidavit

The Foreclosure Attorney will review the screen print package provided by Foreclosure Processing Support and prepare the appropriate judgment affidavit Judgment affidavits include the following document, as required or appropriate in individual jurisdictions.

- Affidavit as to Indebtedness
- Affidavit Certifying Ownership of Debt
- Affidavit in Support of Motion for Final Summary Judgment
- Affidavit of Debt
- Affidavit of Default
- Affidavit of Delinquency
- Affidavit of Default and Mailing of Notice of Intent to Foreclose
- Affidavit of Indebtedness
- Affidavit of Loss Mitigation
- Affidavit of Merit and Amount Due
- Affidavit of Principal Balance
- Affidavit of Proof
- Audit Notification – Judgment
- Judgment Affidavit
- Affidavit of Non-Military Service
- Preliminary and Final Loss Mitigation Affidavit

The Foreclosure Attorney will upload the prepared judgment affidavit to LPS Desktop and attach it to the loan with the screen print package. The Foreclosure Attorney then notifies onsite Foreclosure Processing Support that the documents are ready to print and be reviewed and signed by OneWest

Continued on next page

Document Owner: FVP, Default Risk Management
Prior publication date: 01/28/2011

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Classification: Operations – HLS/ HLS Default Risk Management		
Doc. No.: 02962	Status: New <input type="checkbox"/> Revised <input checked="" type="checkbox"/>	Published: 02/28/2011

Foreclosure Document Review and Signature Procedure

Preparing and Verifying the Judgment Affidavit, continued

Reviewing and Forwarding the Judgment Affidavit

Onsite Foreclosure Processing Support proceeds as follows to review and forward the judgment affidavit.

Step	Action
1	Confirm the county/state designation on the document
2	Confirm the vesting entity on the document by reviewing the Foreclosure Transmittal / Referral letter
3	Confirm that all requisite documents required to complete the review of the affidavit are within Document Management
4	Confirm the appropriate Officer/Specialist has been assigned as signatory.
5	Forward the document to the designated Foreclosure Specialist assigned to document preparation.

Preparing the Judgment Affidavit for Review

The Foreclosure Document Preparation Specialist receives the printed judgment affidavit sent by the Foreclosure Attorney from Foreclosure Processing Support and proceeds as follows:

Step	Action
1	Add the county/state designation to the judgment affidavit, if necessary
2	Print the judgment affidavit and review for the proper vesting, using the attorney referral letter for verification
3	Assign the Officer/Specialist as the signatory, per the Delegated Authorities Policy (DAP)
4	Ensure the following documents are included in each of the affidavit judgment figure verification packages. This includes the following documents: <ul style="list-style-type: none"> • Note • Mortgage • Assignment • Complaint • Breach Letter • Screen Prints • Foreclosure Transmittal / Referral document Note: Documents required vary by individual jurisdiction. All required documents must be included in the package.
5	Record the results of the document and screen print review on the Signature Required BAU Control Sheet in the Requisite Information Review Section.
6	Notify the Foreclosure Specialist that the documents are ready for review and signature

Continued on next page

Document Owner: FVP, Default Risk Management
Prior publication date: 01/28/2011

Document Title: Foreclosure Document Review and Signature Procedure		
Classification: Operations - HLS/ HLS Default Risk Management		
Doc. No.: 02962	Status: New <input type="checkbox"/> Revised <input checked="" type="checkbox"/>	Published: 02/28/2011

Foreclosure Document Review and Signature Procedure

Preparing and Verifying the Judgment Affidavit, continued

Validating the Judgment Affidavit

The Foreclosure Specialist validates the completed judgment affidavit by working through the Indebtedness Review section of the Signature Required BAU Control Sheet as follows:

Step	Action								
1	<p>Validate the figures in the judgment affidavit with the appropriate data in the screen prints.</p> <ul style="list-style-type: none"> • The as-of date on the affidavit must match the as-of date on the screen prints. • The print date of the screen prints must be within 90 days of the affidavit preparation date. • The PAY4 screen referred to in the chart below is the PAYOFF CALCULATION TOTALS screen • Only items on the DDCH screen coded with an R in the C/A Payee column represent recoverable and should be included in the calculations. Items coded with an N (non-recoverable) or T (third-party recoverable) should not be included in the calculations <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;">Amount in Affidavit...</th> <th style="text-align: left;">Verify from screen print of...</th> </tr> </thead> <tbody> <tr> <td>Principal Balance</td> <td>PAY4 screen print Principal Balance</td> </tr> <tr> <td>Interest</td> <td> <p>PAY4 screen print INTEREST. Ensure that the good-through date on the screen matches the good through date on the Affidavit, or is explained by the attorney preparing the affidavit if local requirements have DSI calculation requirements.</p> <p>DSI calculations must be used in New Jersey</p> <ul style="list-style-type: none"> • When DSI calculation methodology is used, confirm the appropriate per diem amount was used from the PAY3 screen print • If DSI calculation methodology is used in any state other than New Jersey, supervisor and legal approval are required. Logic behind approval and documentation of receipt of approval must be added to the review package <p>The interest calculated for ARM loans is good until the next interest rate adjustment. Refer to the Rate Changes section of the screen to determine the next rate change date.</p> </td> </tr> <tr> <td>MIP/PMI</td> <td>P309 screen prints. Review last page to first page and total amounts in the 310 field, adding positive amounts and subtracting negative amounts.</td> </tr> </tbody> </table>	Amount in Affidavit...	Verify from screen print of...	Principal Balance	PAY4 screen print Principal Balance	Interest	<p>PAY4 screen print INTEREST. Ensure that the good-through date on the screen matches the good through date on the Affidavit, or is explained by the attorney preparing the affidavit if local requirements have DSI calculation requirements.</p> <p>DSI calculations must be used in New Jersey</p> <ul style="list-style-type: none"> • When DSI calculation methodology is used, confirm the appropriate per diem amount was used from the PAY3 screen print • If DSI calculation methodology is used in any state other than New Jersey, supervisor and legal approval are required. Logic behind approval and documentation of receipt of approval must be added to the review package <p>The interest calculated for ARM loans is good until the next interest rate adjustment. Refer to the Rate Changes section of the screen to determine the next rate change date.</p>	MIP/PMI	P309 screen prints. Review last page to first page and total amounts in the 310 field, adding positive amounts and subtracting negative amounts.
Amount in Affidavit...	Verify from screen print of...								
Principal Balance	PAY4 screen print Principal Balance								
Interest	<p>PAY4 screen print INTEREST. Ensure that the good-through date on the screen matches the good through date on the Affidavit, or is explained by the attorney preparing the affidavit if local requirements have DSI calculation requirements.</p> <p>DSI calculations must be used in New Jersey</p> <ul style="list-style-type: none"> • When DSI calculation methodology is used, confirm the appropriate per diem amount was used from the PAY3 screen print • If DSI calculation methodology is used in any state other than New Jersey, supervisor and legal approval are required. Logic behind approval and documentation of receipt of approval must be added to the review package <p>The interest calculated for ARM loans is good until the next interest rate adjustment. Refer to the Rate Changes section of the screen to determine the next rate change date.</p>								
MIP/PMI	P309 screen prints. Review last page to first page and total amounts in the 310 field, adding positive amounts and subtracting negative amounts.								

Continued on next page

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Foreclosure Document Review and Signature Procedure

Preparing and Verifying the Judgment Affidavit, continued

Validating the Judgment Affidavit,
continued

Step	Action									
1 (cont.)	Amount in Affidavit	Verify from screen print of...								
	Escrow Advance	<p>P309 screen prints: Review last page to first page and total amounts in the 161 field, adding positive amounts and subtracting negative amounts. This includes the following transaction types:</p> <table style="margin-left: 20px;"> <tr> <td>351, 352</td> <td>Hazard Insurance</td> </tr> <tr> <td>310</td> <td>PMI/MIP</td> </tr> <tr> <td>311 - 314</td> <td>Taxes</td> </tr> <tr> <td>320, 321, and 327</td> <td>Sewer Taxes</td> </tr> </table> <p>When calculating the escrow advance amount, make sure to add and subtract all escrow transactions to balance to the Escrow Advance amount on the PAY4 screen print. An Escrow Credit Balance exists when the Pay4 screen print indicates an "E" next to the escrow field OR when an actual balance is present on the Escrow Balance field.</p>	351, 352	Hazard Insurance	310	PMI/MIP	311 - 314	Taxes	320, 321, and 327	Sewer Taxes
351, 352	Hazard Insurance									
310	PMI/MIP									
311 - 314	Taxes									
320, 321, and 327	Sewer Taxes									
	Late Charges	<p>The Late Charge amount shown on the affidavit must be equal to the Late Charge amount in the Pay4 screen print or found on the Breach letter in the Judgment Figure Verification Package.</p> <ul style="list-style-type: none"> Pre-acceleration late charges must be confirmed using the Breach Letter. Late charges through first legal action must be confirmed using the Late Charge Amount on the Pay4 screen print. 								
	Property Inspections	<p>DDCH screen print: Add all amounts from the DDCH screen print detailed as an inspection fee and coded with an R in the C/A Payee column. Include any amount currently designated to be added for property inspections pending through the good through date of the Affidavit.</p>								
	BPO/Appraisal Charges	<p>DDCH screen print: Add all items described as BPO or appraisal and coded with an R in the C/A Payee column.</p>								

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Doc. No.: 02962	Status: New <input type="checkbox"/> Revised <input checked="" type="checkbox"/>	Published: 02/28/2011

Foreclosure Document Review and Signature Procedure

Preparing and Verifying the Judgment Affidavit, continued

Validating the Judgment Affidavit, continued

Step	Action	
1 (cont)	Amount in Affidavit	Verify from screen print of...
	Property Preservation	DDCH screen print Obtain this amount by adding all items on the DDCH screen print described as a property preservation activity (winterization, lock work, grass cut, etc) and coded with an R in the C/A Payee column.
	Attorney-Related Fees and Costs	In jurisdictions where attorney-related fees and costs must be included in the affidavit, verify these fees and costs using all items described as attorney-related fees and coded with an R in the C/A Payee column from the DDCH screen prints <ul style="list-style-type: none"> • Only attorney fees related to the current foreclosure action are permitted. • In states where attorneys are permitted to file a separate affidavit of attorney-related fees and costs, attorneys must do so
	Bankruptcy-Related Attorney Fees and Costs	Bankruptcy-related attorney fees and costs that are either approved or not specifically disallowed by the court must be verified using the Discharge, Dismissal, or Motion for Relief of Stay and DDCH screen prints
	Suspense Balance	Pay 4 Screen Prints If a Suspense Balance is reflected in the PAY4 screen prints, and the jurisdiction-specific judgment affidavit being reviewed requires inclusion of that balance, confirm that the amount has been accounted for by obtaining the amount from the Payoff screen print The suspense balance must always be reflected as a negative number decreasing the borrower's total indebtedness
	Restricted Escrow	If a Restricted Escrow amount is found on the PAY4 screen print, a supervisor review is required to determine if the Restricted Escrow funds are borrower or OWB funds If the funds are borrower funds, the amounts are to be applied to the debt according to the affidavit requirements, if the amounts are OWB funds the amounts is not to be included as a credit toward the outstanding balance. Documentation used to determine to whom the restricted escrow funds belong must be included in the review package
	Total Debt	Summation of the debts and credits of all of the above figures included within the affidavit

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Prior publication date: 01/28/2011

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Doc. No.: 02962	Status: New <input type="checkbox"/> Revised <input checked="" type="checkbox"/>	Published: 02/28/2011

Foreclosure Document Review and Signature Procedure

Validating the
Judgment
Affidavit,
continued

Step	Action
2	<p>The following fees are to be excluded from the affidavit figures.</p> <ul style="list-style-type: none"> • Pay 3 screen print fees: The fees on the Pay 3 screen have either not yet been billed or were incurred prior to the current foreclosure action. The only figure from the Pay 3 screen print that should be considered in the affidavit calculations is Per Diem Interest. • Pro Rata MIP: Pro Rata MIP costs have not yet been incurred and therefore should not be included in the calculations. • Projected Escrow Advances: Escrow advances anticipated to be paid through the good-through date of the affidavit should not be included as there will not be supporting P309 transactions to evidence payment. • Projected Interest Amounts: Interest amounts anticipated to be paid through the good-through date of the affidavit are not permitted. • Attorney Fees/Costs incurred during previous foreclosure actions: Attorney-related fees and costs incurred during prior foreclosure actions are not permitted. • Bankruptcy-related Attorney Fees/Costs not evidenced in affidavit review package: Bankruptcy-related attorney fees/costs not evidenced in the DDCH screen prints and in approved bankruptcy documentation are not permitted. • Other BK Fees/Costs are not permitted. • Interest on Corporate Advances: While permitted in some jurisdictions, do not include interest on corporate advances. <p>If any discrepancies are found between the affidavit and the MSP figures, return the file to onsite Foreclosure Processing Support for return to the attorney for correction.</p>
3	Using the Business Records Language Document on SharePoint, verify that the appropriate business records language is included in the affidavit.

Continued on next page

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Foreclosure Document Review and Signature Procedure

Validating the Judgment Affidavit, continued

Step	Action						
4	Record the results of the review of the judgment affidavit figures on the Signature Required BAU Control Sheet and in the NOTS screen of MSP						
5	Image the completed Signature Required BAU Control Sheet with the complete judgment figure verification package and store it in WebX with the loan document file. Proceed as follows: <table border="1" style="width: 100%; margin-top: 5px;"> <thead> <tr> <th style="text-align: center;">If...</th> <th style="text-align: center;">Then...</th> </tr> </thead> <tbody> <tr> <td>The judgment affidavit is correct</td> <td>Proceed to Signing and Forwarding Foreclosure Documents.</td> </tr> <tr> <td>The judgment affidavit is not correct</td> <td>Return it to onsite Foreclosure Processing Support for correction and resubmission</td> </tr> </tbody> </table>	If...	Then...	The judgment affidavit is correct	Proceed to Signing and Forwarding Foreclosure Documents.	The judgment affidavit is not correct	Return it to onsite Foreclosure Processing Support for correction and resubmission
If...	Then...						
The judgment affidavit is correct	Proceed to Signing and Forwarding Foreclosure Documents.						
The judgment affidavit is not correct	Return it to onsite Foreclosure Processing Support for correction and resubmission						

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Foreclosure Document Review and Signature Procedure

Preparing Other Foreclosure Documents

Preparing and Signing the Lost Note Affidavit

If a Lost Note Affidavit is required, the Foreclosure Officer will perform the necessary research and prepare the document as follows:

Step	Action
1	Open the loan in Process Management and review the documents on file under Original Notes.
2	If there is no original note on file, print a copy of the Note from that folder. If required by the jurisdiction, certify it as a true and accurate representation of the original.
3	Have the Foreclosure Document Preparation Specialist prepare the document/screen print package for the Lost Note Affidavit (LNA)
4	Notify the Foreclosure Attorney that the Lost Note Affidavit document/screen print package is ready for preparation of the LNA
5	Obtain the completed LNA from the Foreclosure Attorney for the jurisdiction in which the property is located
6	Proceed to Signing and Forwarding Foreclosure Documents.

Preparing and Signing the Assignment of Mortgage

If an Assignment of Mortgage is required, the Foreclosure Officer will perform the necessary research and prepare the document as follows:

Step	Action
1	Open the loan in LPS Desktop and review the documents on file under Original Notes.
2	Using information from the original note and title work performed by the attorney, prepare the Assignment of Mortgage
3	Contact the Foreclosure Document Preparation Specialist to request preparation of the document/screen print package for the Assignment of Mortgage.
4	Request completion of the Assignment of Mortgage from the Foreclosure Attorney
5	Obtain the completed Assignment of Mortgage from the Foreclosure Attorney.
6	Proceed to Signing and Forwarding Foreclosure Documents.

Continued on next page

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Foreclosure Document Review and Signature Procedure

Signing and Forwarding Foreclosure Documents

Signing and Notarizing the Document

The Foreclosure Specialist or OneWest Officer, as designated in the Delegated Authorities Policy (DAP), who personally validated the document, proceeds as follows to sign the document in the presence of the Notary Public

Covered Notaries providing services for the OneWest Home Loan Servicing division in Austin, Texas, must provide notary services related to foreclosure and bankruptcy documentation only within the dedicated area designated for foreclosure and bankruptcy notarization activity

- **Note:** Notary processes must adhere to OneWest Notary Services Standards.

Step	Action
1	Sign the Notary journal and observe the Notary record the signer's identification in the Notary journal <ul style="list-style-type: none"> • The signer is required to present satisfactory evidence of identity the first time a Covered Notary notarizes a document signed by such person and, thereafter, require the signer present satisfactory evidence of identity if and to the extent required by applicable state laws and regulations. • Satisfactory evidence of identification may include a state issued driver's license, identification card, or passport. For the first transaction recorded for a signer in a paper journal, a specimen signature of the signer must be obtained in the journal.
2	Confirm the state and county information on the document
3	Be sworn in by the Notary Public.
4	Sign the document
5	Observe the Notary Public sign the document, witnessing the OneWest staff member's signature.
6	Observe the Notary Public affix the notary seal to the document

Forwarding the Foreclosure Document

After the document is signed, the Foreclosure Specialist proceeds as follows:

Step	Action
1	Record the completion of the signatures on the Signature Required BAU Control Sheet
2	Image the entire package and submit it to ERM for quality control review

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Foreclosure Document Review and Signature Procedure

Reviewing the Document for Quality Control

ERM Quality Control will perform a review of the final package. Results of the review will be forwarded to HLS AOI Management. Once HLS AOI Management receives the ERM QC Results, review results and proceed as follows:

If...	Then...
The affidavit is correct / receives a pass recommendation from ERM QC	Forward it to onsite Foreclosure Processing Support.
The affidavit is incorrect / receives a fail recommendation from ERM QC	Reject the document in LPS Desktop. This will notify the Foreclosure Attorney that a new document needs to be prepared and submitted for review and signing.

Continued on next page

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Classification: Operations – HLS/ HLS Default Risk Management		
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Foreclosure Document Review and Signature Procedure

Signing and Forwarding Foreclosure Documents, continued

Returning Signed Documents to the Foreclosure Attorney

Onsite Foreclosure Processing Support receives the signed and notarized document from OneWest and validates the following.

- Required signatures
- Notarization
- Dates
- Vesting
- Witness
- County/State

If ...	Then ...
Document is complete	Forward the document by overnight messenger to offsite Foreclosure Processing Support who will forward the complete document to the Foreclosure Attorney
Document is incomplete	Return the document to the signing Foreclosure Specialist or Officer for completion

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Foreclosure Document Review and Signature Procedure

Change Requirements All procedure changes must be approved by the FVP, HLS Foreclosure

Related Policies & Procedures

- [HLS Foreclosure Master Policy](#)
- [HLS Default Risk Management Foreclosure Procedures](#)
- [Delegated Authorities Policy](#)
- [Notary Services Standards](#)
- AOI Task Procedure

Related Laws, Regulations & Regulatory Guidelines

- GSE Servicing Guidelines – Refer to [AllRegs](#)
- All applicable state foreclosure laws

Related Checklists, Forms & Documents

- Signature Required BAU Control Sheet
- Judgment Figure Validation Calculation Worksheet
- Business Records Language

Document Owner: FVP, Default Risk Management
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D-2

Document Title: Notary Services Standards		
Classification: Enterprise Risk Management / Operations		
Doc. No.: 03002	Status: New <input checked="" type="checkbox"/> Revised <input type="checkbox"/>	Published: 02/23/2011

Notary Services Standards

Purpose	The purpose of this document is to outline the standards for notaries public to provide notary services relating to OneWest business
Governing Policy	<u>Compliance and Fair Lending Policy</u> requires that employees of OneWest Bank, FSB and its affiliates (OneWest or the Company) are responsible for fully complying with all applicable laws, rules and regulations. To be in compliance with this policy, there are additional requirements that apply to those employees and certain non-employees who are approved to provide notary services on behalf of OneWest. These requirements are outlined in this document and augment state laws and regulations governing notarial acts, which must be complied with at all times.
Scope	These standards apply to all notaries public employed by OneWest and to any non-employee notaries public retained on a contract basis who perform notary services relating to OneWest business on OneWest premises (collectively, Covered Notaries)
Notary Services Approval and Training	<p>Before providing notary services related to OneWest business:</p> <ul style="list-style-type: none"> • Covered Notaries who are OneWest employees must obtain prior written approval on the <u>OneWest Notary Authorization Form</u> as follows <ul style="list-style-type: none"> ▶ Retail Banking Group (RBG) branch employees must obtain approval from their respective Regional or Division officer. Generally, OneWest will approve no more than two notaries per branch location. ▶ All non-RBG branch employees must obtain approval from their respective business unit manager (SVP or above) • Covered Notaries who are not OneWest employees must obtain prior written approval to perform notary services for OneWest from the business unit manager for whom the Covered Notary will be providing services • All Covered Notaries must successfully complete the OneWest supplemental notary training for each state where the Covered Notary is commissioned and where they will perform services related to OneWest business.
Notary Public Acknowledgement	<p>Once a Covered Notary has obtained appropriate approval and has successfully completed supplemental notary training, he or she must certify on the <u>OneWest Notary Public Acknowledgement</u>, or, in the case of a Covered Notary who is not an employee of OneWest, on a similar form provided by their employer, that he or she:</p> <ul style="list-style-type: none"> • Has read, understand and will adhere to these Notary Services Standards • Understands that notary public services provided during OneWest business hours are limited to OneWest business except (a) Covered Notaries may provide courtesy personal notarial services to OneWest employees and their immediate family members to the extent that it does not otherwise interfere with OneWest business, and, (b) a Covered Notary located in an RBG branch may provide notary services to OneWest customers

Continued on next page

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Notary Services Standards

Notary Public Acknowledgement, continued

- Is aware he or she may notarize documents unrelated to OneWest business during non-business hours and off OneWest premises.

For Covered Notaries who are OneWest employees, the Notary Public Acknowledgement must be signed and submitted to the Corporate Human Resources Department, along with the approved OneWest Notary Authorization Form and completed OneWest Notary Public Survey prior to providing notary services related to OneWest business. For Covered Notaries who are not OneWest employees, the written management approval and Notary Public Acknowledgement Form must be signed and returned to their employer before such Covered Employee may provide notary services related to OneWest business.

Notary Expenses

OneWest will pay for an employee notary's commission, bond, stamp and other reasonable and necessary supplies for employee notaries who have been approved to provide business-related notary services for OneWest.

Notary Service Restrictions and Charges

Covered Notaries who are not working in an RBG branch are prohibited from notarizing documents not related to OneWest business during working hours, except any Covered Notary may notarize at reasonable times and in reasonable quantities, personal documents for employees of OneWest and their immediate family members to the extent that it does not otherwise interfere with OneWest business.

Approved employee notaries working in an RBG branch may provide notary services to existing OneWest customers during working hours and will charge a fee on behalf of OneWest for such notary services as defined in the current Retail Bank fee schedule or as required by state regulation.

These notary service restrictions only apply to Covered Notaries during their working hours for OneWest and while they are on OneWest premises. Covered Notaries are free to notarize documents for anyone at any time and place other than during working hours on OneWest premises, consistent with any applicable laws and regulations and their responsibilities as notaries public.

OneWest Enhanced Notarization Process

All Covered Notaries must follow all applicable laws related to their notary commission and the notary services they provide.

In addition, even if state law does not require it, the OneWest enhanced notarization process requires that all Covered Notaries, including RBG branch employees providing notary services on OneWest premises during working hours, adhere to the following rules when providing notary services related to OneWest business:

- For notary acknowledgements for documents in furtherance of foreclosure activities at OneWest (including documents to be filed with bankruptcy courts), the signer is required to sign the document in the notary's physical presence.
- For affidavits or declarations requiring a jurat, the required oath must be administered and the document must be signed in the notary's physical presence.

Continued on next page

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Notary Services Standards

OneWest Enhanced Notarization Process, continued

- The signer is required to present satisfactory evidence of identity the first time a Covered Notary notarizes a document signed by such person and, thereafter, require the signer present satisfactory evidence of identity if and to the extent required by applicable state laws and regulations. Satisfactory evidence of identification may include a state issued driver's license, identification card, or passport. OneWest issued employee identification/security badges are not acceptable as identity verification documentation.
- The transaction must be recorded, including the form of identification, in the notary's records or journal. An electronic record or journal is acceptable, unless (i) applicable state law requires otherwise or (ii) the Covered Notary is directed by the business unit manager to use a paper journal
- For the first transaction recorded for a signer in a paper journal, a specimen signature of the signer must be obtained in the journal. Thereafter, the signer is only required to sign the journal if and to the extent required by applicable state laws and regulations.
- A document involving the notary's personal transaction or a transaction in which the notary has a direct financial or beneficial interest must not be notarized
- An incomplete document must not be notarized and a document must not be dated, signed or stamped ahead of time.
- The Covered Notary must not permit anyone else to have access to or to use the notary's seal and always store the seal in a secure location when not in use.
- The Covered Notary must undertake all notary services in accordance with the OneWest supplemental notary training program.

No Third Party Beneficiaries: The OneWest enhanced notarization process and requirements must be followed instead of less stringent state law. This enhanced process requirement is a OneWest requirement and any Covered Notary who fails to adhere to this requirement is subject to discipline. This enhanced process is not intended to, and shall not be for the benefit of any third party. Failure to adhere to the OneWest enhanced process and requirements shall not invalidate or impair any notarial act.

Notary Journal and Seal

The notary seal and, under the laws of certain states, the journal are the property of the notary and must not be surrendered to OneWest upon termination of employment or termination of the contract relationship in the case of a Covered Notary who is not a OneWest employee. However, the Covered Notary shall, upon request by OneWest, during or upon termination of employment or the contract arrangement, allow OneWest to copy portions of the Covered Notary's journal which record transactions related to OneWest business. Further the Covered Notary shall comply with all applicable state laws and regulations requiring the Covered Notary to retain his or her notary journal and provide copies of records of transactions related to OneWest business to OneWest upon request by OneWest as required by applicable law. If state law does not provide that the notary journal is the property of the notary, upon request by OneWest during or upon termination of employment or contract arrangement, as applicable, the Covered Notary shall surrender to OneWest the Covered Notary's journal or portions thereof which record transactions related to OneWest business.

Continued on next page

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Notary Services Standards

Home Loan Servicing Division Covered Notaries providing services for the OneWest Home Loan Servicing division in Austin, Texas, must provide notary services related to foreclosure and bankruptcy documentation only within the dedicated area designated for foreclosure and bankruptcy notarization activity.

Brokered Loans To avoid an actual or potential conflict of interest or perceived conflict of interest as provided by the Code of Business Conduct and Ethics, employees are prohibited from notarizing loan documents for any loan being brokered by a mortgage broker who brokers loans to OneWest, even if the specific loan will not be brokered to OneWest

Annual Training and Certification On an annual basis, all OneWest employee notaries are required to certify their notary public status by responding that they are:

- Not a notary (or are no longer a notary if their commission has lapsed), or
- A new notary who will require approval according to the **Notary Services Approval and Training** requirements, or
- A OneWest approved notary. The notary must sign a new OneWest Notary Public Acknowledgement and complete a new OneWest Notary Public Survey that will be submitted to the Corporate Human Resources Department

Annually, approved employee notaries are required to successfully complete the supplemental notary training for each state where the notary is commissioned and where they perform services related to OneWest business

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Prior publication date: None

Document Title: Notary Services Standards		
Classification: Enterprise Risk Management / Operations		
Doc. No.: 03002	Status: New <input checked="" type="checkbox"/> Revised <input type="checkbox"/>	Published: 02/23/2011

Notary Services Standards

Change Requirements	All changes to these standards must be approved by the Enterprise Risk Committee
Related Policies & Procedures	Code of Business Conduct and Ethics Compliance and Fair Lending Policy
Related Laws, Regulations & Regulatory Guidelines	Applicable state law governing notary commissions and services
Related Checklists, Forms & Documents	Retail Banking Group Fee Schedule OneWest Notary Public Acknowledgement OneWest Notary Authorization Form OneWest Notary Public Survey

Document Owner: Chief Risk Officer
Prior publication date: None

D-3





Affidavit of Indebtedness Review

Loan Number REDACTED Borrower Name REDACTED

PM Reference ID# REDACTED Today's Date 4/2/2011

Due Date Judgment Hearing Date 4/4/2011

Attorney Firm Pierce & Assoc. State IL

- Doc Prep Checklist Complete
- AOI Review Checklist Complete
- Notary Review Checklist Complete
- ERM QC Review Checklist Complete
- Shipping Review Checklist Complete
- Lit Pass, 4/2 Can T.



**Affidavit of Indebtedness Review Checklist
Doc Prep Review**

Review Completion Date: 4/2/2011 Review Completed By: Victor Rivas

Loan Number: REDACTED Borrower Last Name: REDACTED

Document/Information	Source	Pass	Fail	Comments
Confirm DOCPRP task is open	MSP	X		
Affidavit Date within 90 days of JFIG creation date	Affidavit and PAY4 Screen Print	X		
FC Transmittal Referral Letter / Loan Asset screen print included in package	LPS Desktop	X		
MSP Screen Prints / JFIGs included in package	LPS Desktop	X		
Complaint included in package	LPS Desktop, WebX	X		
Note included in package	LPS Desktop, WebX	X		
Mortgage included in package	LPS Desktop, WebX	X		
Breach Letter included in package	LPS Desktop, WebX, Walz, CD Viewer	X		
Other Documents as required by Affidavit (Assignment, etc)		N/A		

Pass	Fail
Complete	Complete
Doc Prep Review Checklist added to package	DOCPRP task closed
Notary Review Checklist added to package	REVDOC task opened
Shipping Review Checklist added to package	PM reference I.D. # and revision comments logged in ISKN and FOR2
DOCPRP task closed	
AOIRVW task opened	

DOC PREP REVIEW CHECKLIST

Affidavit of Indebtedness Review Checklist
AOI Review

Review Completion Date

4/3/2011 Reviewer

LISA GONZALEZ



Loan Number:

REDACTED

Borrower Name:

REDACTED

AOI Review - Documentation, Language, Tasks				
Docment/Information	Source Document	Pass	Fail	Comments
Doc Prep Review Checklist Included in Package	Complete Package	X		
Signer found on DAP	Delegated Authorities Policy, Exhibit IV	X		
Affidavit sign date within 90 days of JFIG creation date	Affidavit and JFIG Screen Prints	X		
As of date on affidavit matches as of date on JFIGs	Affidavit and JFIG Screen Prints	X		
FC Transmittal Referral Letter/Loan Asset screen print included in package and is correct	Complete Package	X		
Action in the name of Is correct	Affidavit and Loan Asset Info Screen	X		
Complaint included in package and is correct	Complete Package	X		
Mortgage included in package and is correct	Complete Package	X		
Note included in package and is correct	Complete Package	X		
Other documents required by affidavit (Assignment, etc)	Complete Package			N/A
Breach Letter included in package and is correct	Complete Package	X		was not included, I printed it and attached it
MSP Screen Prints / JFIGs included in package	Complete Package	X		
Owner / Holder Language	Affidavit			N/A
Business Records Language	Affidavit	X		
Signature Block / Entity Name	Affidavit	X		
Business Address of Signer - 2900 Esperanza Crossing, Austin TX 78758 (if present)	Affidavit			N/A
Judgment Figure Calculation Tool included in package and is considered a Pass	Complete Package	X		

AOI REVIEW CHECKLIST

Affidavit of Indebtedness Review Checklist
AOI Review

Review Completion Date 4/3/2011 Reviewer LISA GONZALEZ

Loan Number: REDACTED Borrower Name REDACTED

AOI Review - Documentation, Language, Tasks				
Document/Information	Source Document	Pass	Fail	Comments
Final Conclusion <i>Loan must receive a PASS in all sections to proceed</i>	Complete Package	X		

Pass		Fail	
	Complete		Complete
Confirm DOCPRP Task Closed	X	Confirm DOCPRP Task Closed	
Update Step 83 (S83)	X	Fail Financial - REVFIN Task Opened	
NOTARY Task Opened	X	Fail Financial - REVFIN Task Opened	
NOTARY Task is Closed	X	Fail Language - REVLNG Task Opened	
FNLRVW Task is Opened	N/A	Fail Financial and Language - REVLNG and REVFIN Tasks Opened	
FNLRVW Task is Closed	N/A	Fail Comments logged in FOR2 and TSKN	
Update Step 84 (S84)	X		
CPYIMG Task is Opened	X		
AOI Review Checklist Included in Package	X		

AOI REVIEW CHECKLIST

OneWest Bank

Judgment Verification Calculation Tool			
To be used to validate attorney prepared Affidavit amounts equal JFIG amounts. Upon completion please print and include in the final approved Judgment Figure			
Loan Number	REDACTED	Reviewer Name	LISA GONZALEZ
	Affidavit Amounts		JFIG Amounts
UPB	\$ 213,231.58	UPB	\$ 213,231.58
Interest	\$ 18,951.63	Interest	\$ 18,951.63
Escrow Advances	\$ 3,050.95	Escrow Advances	\$ 3,050.95
<i>If itemized, please input individual values for each line item</i>		<i>If itemized please input individual values for each line item</i>	
Taxes	\$ 3,050.95	Taxes	\$ 3,050.95
Hazard	\$ -	Hazard	\$ -
Mortgage Insurance	\$ -	Mortgage Insurance	\$ -
Total Escrows	\$ 3,050.95	Total Escrows	\$ 3,050.95
Late Charges		Late Charges	
Pre Acceleration	\$ 71.39	Pre Acceleration	\$ 71.39
Prior to First Legal Action	\$ -	Prior to First Legal Action	\$ -
Total Late Charges	\$ 71.39	Total Late Charges	\$ 71.39
Suspense (Negative Amount)	\$ -	Suspense (Negative Amount)	\$ -
Corporate Advances		Corporate Advances	
Inspections	\$ 132.00	Inspections	\$ 132.00
BPOs	\$ 90.00	BPOs	\$ 90.00
Appraisals	\$ -	Appraisals	\$ -
Property Preservation		Property Preservation	
Lock Lock Work	\$ -	Lock Lock Work	\$ -
Grass Cut	\$ -	Grass Cut	\$ -
Winterization	\$ -	Winterization	\$ -
Photos	\$ -	Photos	\$ -
Other	\$ 35.00	Other	\$ 35.00
Subtotal	\$ 35.00	Subtotal	\$ 35.00
Attorney Fees and Costs		Attorney Fees and Costs	
Title Work	\$ -	Title Work	\$ -
Service	\$ -	Service	\$ -
Sheriff	\$ -	Sheriff	\$ -
Recording	\$ -	Recording	\$ -
Advanced Attorney Fees	\$ -	Advanced Attorney Fees	\$ -
Other Attorney Fees	\$ -	Other Attorney Fees	\$ -
Subtotal	\$ -	Subtotal	\$ -
Total Corp Advances	\$ 257.00	Total Corp Advances	\$ 257.00
Total Indebtedness	\$ 235,562.55	Total Indebtedness	\$ 235,562.55

OneWest Bank

Judgment Verification Calculation Tool				
To be used to validate attorney prepared Affidavit amounts equal JFIG amounts Upon completion please print and include in the final approved Judgment Figure				
Loan Number	REDACTED	Reviewer Name	LISA GONZALEZ	
Affidavit Amounts		JFIG Amounts		
	Discrepancies	Pass	Fail	Comments
UPB	\$ -			
Interest	\$			
Escrow Advances	\$			
<i>If itemized please input individual values for each line item</i>				
Taxes	\$			
Hazard	\$			
Mortgage Insurance	\$			
Total Escrows	\$ -			
Late Charges				
Pre-Acceleration Prior to First Legal Action	\$			
	\$			
Total Late Charges	\$			
Suspense (Negative Amount)	\$ -			
Corporate Advances				
Inspections	\$			
BPOs	\$			
Appraisals	\$			
Property Preservation				
Lock Work	\$			
Grass Cut	\$			
Winterization	\$			
Photos	\$			
Other	\$			
Subtotal	\$			
Attorney Fees and Costs				
Title Work	\$			
Service	\$			
Sheriff	\$			
Recording	\$			
Advanced Attorney Fees	\$			
Other Attorney Fees	\$			
Subtotal	\$			
Total Corp Advances	\$ -			
Total Indebtedness	\$			
Additional Comments				

Financial Review Source Documents			
Figure	Source Document(s)	Figure	Source Document(s)
UPB	Pay4	Inspections	DDCH
Interest	Pay4 and Pay3 for per diem interest amounts	BPOs	DDCH
Total Debt	Pay4	Appraisals	DDCH
Escrow Advances (Taxes Hazard MII)	Pay4, P309, HAZ1 TAX1	Property Preservation	DDCH
Late Charges	Breach Letter, Pay4	Other Recoverable	DDCH
Suspense Balance	Pay4	Attorney Fees and Costs FC and BK related	DDCH BK documents (discharge, dismissal, MFR)

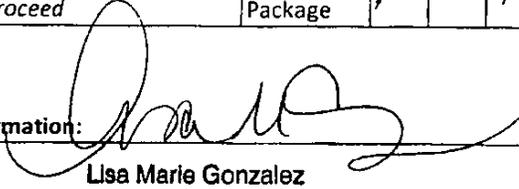


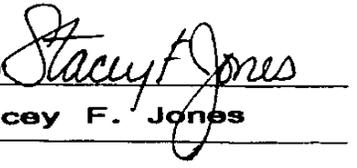
Affidavit of Indebtedness Review Checklist
Notary Review

Review Completion Date **REDACTED** Notary Name STACEY

Loan Number **REDACTED** Borrower Last Name **REDACTED**

Notary Review						
Document/Information	Source	Notary		Signer		Comments
		Pass	Fail	Pass	Fail	
Notary Name and Signature present	Affidavit	✓		/		
Notary Date	Affidavit	✓		/		
Notary Stamp / Seal Present	Affidavit	✓		/		
Jurat / Notarial Language	Affidavit	✓		/		
State = Texas	Affidavit	✓		/		
County = Travis	Affidavit	✓		/		
Notary Checklist added to package	Complete Package	✓		/		
Final Conclusion <i>Loan must receive a PASS in all sections to proceed</i>	Complete Package	✓		/		

Signer Confirmation: 
Print name: **Lisa Marie Gonzalez**

Notary Confirmation: 
Print name: **Stacey F. Jones**

Process Screen | 1007493057 - BLUHM, LISA

Add to Desktop

Toolbar [Icons]

Servicer: OneWest Bank, **REDACTED** **Vendor:** Pierce & Associates, P.C.
RID: 302033574 **Investor:** **REDACTED** **Prior Service Number:** Add
Mortgagor: **REDACTED** **Vendor Ref:** 10-10841
Start: 3/28/2011 **Property Address:**
REDACTED

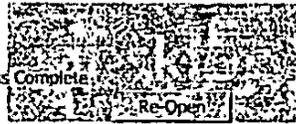
Process: Signature Required

Tool Menu

Event	Days	Orig Date	Due Date	Completed	Form	Due
1 Upload Document	0	3/28/2011	3/28/2011			Closed
2 Printed For Execution	0	3/28/2011	3/28/2011			Closed Servicer Step
3. Document Execution	0	3/28/2011	3/28/2011	3/28/2011		Servicer Step

Cumulative Hold Days: 0

Closed: 3/28/2011 Close Reason: Process



March 28, 2011

PA1010841

FORECLOSURE DEPARTMENT
ONEWEST BANK (F/K/A INDYMAC)

REDACTED

Dear FORECLOSURE DEPARTMENT,

JUDGMENT ON THE ABOVE LISTED CASE IS SCHEDULED FOR: April 4, 2011.

TO ENSURE JUDGMENT IS ENTERED, THE FOLLOWING SHOULD BE SENT TO ERICA GODINEZ IN OUR OFFICE WITHIN 3 DAYS OF RECEIVING THIS AFFIDAVIT:

-AFFIDAVIT OF PROVE-UP (Attached)- EXECUTED, NOTARIZED AND WITH FIGURES GOOD THROUGH THE JUDGMENT DATE

If not sent with referral, please include.

-Copy of Mortgage - (Or Loan Modification, if applicable)

-Copy of Note

-Copies of assignments

PLEASE NOTE THE FOLLOWING:

THE CASE MAY BE DISMISSED OR DELAYED UP TO (6) WEEKS WITHOUT ALL OF THE ABOVE DOCUMENTATION.

Attorney Fees & Costs, are included on the "Attorney Affidavit" Please do not include them (whether paid or unpaid) on the Affidavit of Prove-Up.

Late Charges in Illinois are only allowed up to the date of the expiration of the Breach/Acceleration Letter.

Paperwork, including this affidavit, must be filed 1 week before judgment in many counties.

Notary, pursuant to judges in all counties notary and signature must be on a page with figures. (Not on a separate page)

Please direct questions on the above to:

Nancy Mueller (nmueller@atty-pierce.com) EXT. 5570.

Or

Norma Applewhite (napplewhite@atty-pierce.com) EXT. 5380.

Pierce & Associates, P.C.
1 N. DEARBORN, SUITE 1300
CHICAGO, IL 60602
(312) 346-9088

STATE OF ILLINOIS
COUNTY OF COOK

ATTY NO. 91220

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION

ONEWEST BANK, FSB)	
)	
PLAINTIFF)	NO. 10 CH 28501
)	
VS)	CALENDAR
)	57
REDACTED)	
)	
)	
)	
)	
)	
)	
DEFENDANTS)	

AFFIDAVIT OF PROVE-UP

Lisa Marie Gonzalez, being first duly sworn on oath, deposes and says that he/she is a duly authorized signer for OneWest Bank, FSB herein and is authorized to make this Affidavit on its behalf.

In the regular performance of my job functions, I am familiar with business records maintained by OneWest Bank, FSB for the purpose of servicing mortgage loans. These records (which include data compilations, electronically imaged documents, and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by OneWest Bank FSB. It is the regular practice of OneWest Bank, FSB mortgage servicing business to make these records. In connection with making this affidavit, I have personally examined these business records reflecting data and information as of 4/04/2011.

The undersigned is familiar with the material allegations contained in the Complaint for Foreclosure filed herein by Plaintiff and said allegations are true and correct.

The following is a summary of my examination of the Plaintiff's records:

There is now due and owing to Plaintiff the following:

Principal Balance.....	\$213,231.58	_____
Accrued Interest to Date.....	\$ 18,951.63	_____
Late Charges Prior to Acceleration.....	\$ 71.39	_____

ADVANCES BY PLAINTIFF:

Property Maintenance.....\$35.00_____

Real Estate Taxes.....\$3,050.95_____

Inspections\$132.00_____

Broker's Price Opinion.....\$90.00_____

Subtotal of Advances.....\$3,307.95_____

TOTAL.....\$235,562.55_____

ONEWEST BANK, FSB

BY: *Lisa Marie Gonzalez*
 AUTHORIZED SIGNER

Lisa Marie Gonzalez

PRINTED NAME

TITLE: Assistant Secretary

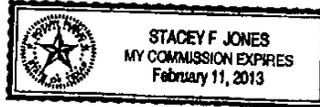
Notary:

State of Texas)
 County of Travis) SS

Subscribed and Sworn to before me this 4th day of April, 2011.

Stacey F Jones
 Notary Public

PIERCE & ASSOCIATES
 Attorneys for Plaintiff
 Thirteenth Floor
 1 North Dearborn
 Chicago, Illinois 60602
 Tel. (312) 346-9088
 Fax (312) 346-1557
 PA1010841



FC ESCROW/CORPORATE BREAKDOWN

Please note that all advances are good up to the current date. If you are in need of future advances please raise a Financial Breakdown Process request 2-3 days prior to the date needed Thank you for your cooperation!

LOAN#: REDACTED REDACTED REDACTED

ESCROW/ CORPORATE BREAKDOWN

ASKING AMT		1,460.00
		\$0.00
TOTAL		\$1,460.00
06/25/10	ACCES DENY INSPC	\$11.00
06/10/10	ACCES DENY INSPC	\$11.00
06/07/10	ACCES DENY INSPC	\$11.00
05/21/10	BK ATTORNEY COST	\$150.00
5/21/2010	TITLE SEARCH	\$225.00
05/21/10	BK ATTORNEY FEES	\$550.00
05/21/10	ADV ATTORNEY FEE	\$390.00
4/22/2010	ACCES DENY INSPC	\$11.00
03/10/10	BPO CHARGE	\$90.00
03/01/10	ACCES DENY INSPC	\$11.00

REDACTED

AS-OF 04/04/11 PAYOFF CALCULATION TOTALS 02/28/11 12:08:02

CONTACT NAME

REDACTED

PRINCIPAL BALANCE	213,231.56	-----	RATE CHANGES	-----
INTEREST 04/04/11	18,951.63	INT FROM	RATE	AMOUNT
PRO RATA MIP/PMI	.00	12/01/09	6.62500	18,951.63
ESCROW ADVANCE	3,050.95	04/04/11		
ESCROW BALANCE	.00			
SUSPENSE BALANCE	.00			
HUD BALANCE	.00			
REPLACEMENT RESERVE	.00			
RESTRICTED ESCROW	.00			
TOTAL-FEES	92.50			
ACCUM LATE CHARGES	999.46			
ACCUM NSF CHARGES	.00			
OTHER FEES DUE	.00			
PENALTY INTEREST	.00			
FLAT/OTHER PENALTY FEE	.00	TOTAL INTEREST		18,951.63
CR LIFE/ORIG FEE RBATE	.00	TOTAL TO PAYOFF		238,750.12
RECOVERABLE BALANCE	2,424.00	NUMBER OF COPIES: 1		PRESS PFI TO PRINT

PAY3 REDACTED

OF 04/04/11 PAYOFF FEES AND PERDIEM 02/28/11 12:07:55

----- 1ST MORT PERDIEM INTEREST - ASSESS WAIVE -----			----- ADDITIONAL FEES -----		
FROM	RATE	AMOUNT	N	N	
04/04/11	06.62500	38.70	Y	N 1	42.50 RECORDING FEE
			Y	N 2	40.00 FAX/QUOTE
			Y	N 3	.00 DEMAND FEES
			N	N 4	.00 HELOC INCENTIVE FEE
			N	N 5	.00
			N	N 6	10.00 WIRE FEE
			N	N 7	.00
			N	N 8	.00
			N	999 46	ACCUM LATE CHARGES
			N	.00	ACCUM NSF CHARGES
			N	00	OTHER FEES DUE

----- MEMO ITEMS -----

PAYMENT L/C 71.39 TYP 13 ST 12 CNTY 031 INV 525 801

-----* PF5: MISC FEES *----- PF4: FEE COMMENTS

- I 999.46 LATE CHARGE
- P 20.00 FAX PAYOFF QUOTE

PAY2 **REDACTED** PAYOFF CALCULATION 02/28/11 12:07:44
NAME **REDACTED** IAME **REDACTED**

AS OF VERBAL REVI REFI PAYT CSH-ADV SF-OPT
04/04/11 N Y N _ N 2
CCN CALC MTHD P/DM LETTER MSG DAYS
F C D XP 00 1 30

CALC INT: 2 (1)THROUGH (2)TO AS OF

-----* ADDITIONAL MESSAGES *-----

WARNING: AS-OF DATE IS SIX MONTHS OR MORE BEYOND LOAN DUE DATE
PRESS PF14 FOR MEMOS ACTIVE FORECLOSURE
FULL SETTLEMENT 05/24/10 DISCHARGED CHZ BANKRUPTCY
COMPLETED CH Z BANKRUPTCY REMOVED LOSS MITIGATION
LOAN IS IN FORECLOSURE, F/C STOP = 2 PROC STOP = F LN IN FORECLOSURE

LOAN TYPE 13 CONV. RES
DISTRIBUTION TYPE 1 CONSTANT P&I
INTEREST RATE 6.62500 DUE 01/01/10
INV NAME FANNIE MAE
INV LOAN **REDACTED**
INV PHONE
MORTGAGE RECORDING: BOOK PAGE DATE 04/07/06

PAY1 LOAN **REDACTED**
BILLING NAME AND ADDRESS

PAYOFF INFORMATION
MORTGAGOR & CO-MTGR SSN

02/28/11 12:07:36

REDACTED

REDACTED

ESS-----

MAN CODE F

PAY PERIOD

MONTHLY

REDACTED

#

REDACTED

PAY METHOD 9

SPECIAL

TOTAL PRIN BALANCE DUE DATE LOAN DATE LOAN TYPE 13
213,231.58 01/01/10 03/28/06 CONV. RES

-----PF6.TO FAX

CONTACT NAME _____ CONTACT PHONE NO. ____/____-____

MAIL-TO NAME AND ADDRESS IF OTHER THAN BILLING NAME AND ADDRESS

1 _____ 2 _____

3 _____ 4 _____ STATE __ ZIP _____

CONTACT2 NAME _____ CONTACT2 PHONE NO ____/____-____

1 _____ 2 _____

3 _____ 4 _____ STATE __ ZIP _____

PRESS PF14 FOR MEMOS

ACTIVE FORECLOSURE

FULL SETTLEMENT 05/24/10

DISCHARGED CH7 BANKRUPTCY

COMPLETED CH 7 BANKRUPTCY

REMOVED LOSS MITIGATION

LOAN IS IN FORECLOSURE, F/C STOP = 2

PROC STOP = E LN IN FORECLOSURE

LOAN PAST DUE 15 MONTHS

173 DAYS PAST PROJECTED LEGAL DATE

DDCH REDACTED CORPORATE ADVANCE HISTORY SCREEN 525/801 02/28/11 12:07.17

L:R F:A B:C R: 01/01/10 TYPE CONV. RES. MAN F

REDACTED

REDACTED

* END *

C/A PAYEE TRAN RSN USR ESC PAYEE
_ SORT _ SORT _ SORT _ SORT _ SORT
DATE RANGE: THRU

TRN	USR	DATE	TRAN AMT	ESC PAYEE	PAYEE RSN	DESCRIPTION	ORIG DSB
633	NIV	03/10/10	90.00	AT5306	50R13	FBPD BPD CHARGE	
633	NIV	03/01/10	11.00	PI3000	50R13	DAIF ACCES DENY INSPC	

** BEGINNING CORP ADV BALANCE: 0.00
** TOTAL OF TRANS DISPLAYED ON DDCH: 2,472.00
** OUTSTANDING CORP ADV BALANCE: 2,472.00

DDCH REDACTED CORPORATE ADVANCE HISTORY SCREEN 525/801 02/28/11 12.07:12

R F:A B.C R: 01/01/10 TYPE CONV. RES MAN F

REDACTED

REDACTED

* MORE *

C/A PAYEE TRAN RSN USR ESC PAYEE
_ SORT _ SORT _ SORT _ SORT _ SORT
DATE RANGE: THRU

TRN	USR	DATE	TRAN	AMT	ESC	PAYEE	C/A	DESCRIPTION	ORIG	DSB
631	NIV	08/09/10		35.00	PS0684		50R13	TRIP TRIP CHARGES		
633	NIV	07/27/10		11.00	PI3000		50R13	DAIF ACCES DENY INSPC		
633	NIV	06/25/10		11.00	PI3000		50R13	DAIF ACCES DENY INSPC		
633	NIV	06/10/10		11.00	PI3000		50R13	DAIF ACCES DENY INSPC		
633	NIV	06/07/10		11.00	PI3000		50R13	DAIF ACCES DENY INSPC		
632	NIV	05/21/10		150.00	AT0204		50R13	BATC BK ATTORNEY COST		
632	NIV	05/21/10		225.00	AT0204		50R13	FBTS TITLE SEARCH		
630	NIV	05/21/10		550.00	AT0204		50R13	BATD BK ATTORNEY FEES		
630	NIV	05/21/10		390.00	AT0204		50R13	FBAA ADV ATTORNEY FEE		
633	NIV	04/22/10		11.00	PI3000		50R13	DAIF ACCES DENY INSPC		

DDCH REDACTED

CORPORATE ADVANCE HISTORY SCREEN 525/801 02/28/11 12:07:09

REDACTED

R F A B : C R : 01/01/10 TYPE CONV. RES

MAN F

REDACTED

* MORE *

_____ C/A PAYEE _____ TRAN _____ RSN _____ USR _____ ESC PAYEE
 _ SORT _ SORT _ SORT _ SORT _ SORT
 DATE RANGE THRU

TRN	USR	DATE	TRAN	AMT	ESC	PAYEE	C/A	RSN	DESCRIPTION	ORIG	DSB
633	NIV	01/27/11		11.00	PI3000			50R13	DAIF ACCES DENY INSPC		
633	NIV	12/22/10		11.00	PI3000			50R13	DAIF ACCES DENY INSPC		
633	NIV	11/30/10		11.00	PI3000			50R13	DAIF ACCES DENY INSPC		
633	NIV	10/26/10		11.00	PI3000			50R13	DAIF ACCES DENY INSPC		
633	NIV	09/27/10		11.00	PI3000			50R13	DAIF ACCES DENY INSPC		
632	NIV	09/16/10		10.00	AT0204			50R13	FBSC SVC COST-PUB/PDS		
632	NIV	09/16/10		48.00	AT0204			50R13	FBRC RECORDING COST		
632	NIV	09/16/10		794.00	AT0204			50R13	FBFC FILE COST/COURT		
632	NIV	09/16/10		48.00	AT0204			50T13	FBRC RECORDING COST		
633	NIV	09/01/10		11.00	PI3000			50R13	DAIF ACCES DENY INSPC		

HAZA **REDACTED**

HAZARD & FLOOD INSURANCE

02/28/11 12.07:02

REDACTED

TYPE CONV. RES.

REDACTED

MAN F

TYP	AGENT	INSCO	DUE	EXPIRES	PREMIUM	TRM	COVERAGE	P	C	POLICY	NUMBER
					DEDUCTIBLE AMOUNT						
						PERCENT					
351	BA800	BA800	12/35	12/31/35	1.00	12	45300000	7	C		MZG80848706

REDACTED
REDACTED

TAX AND LIEN INFORMATION

02/28/11 12:06.52

DIV CONTRACT NUMBER BRANCH

TYPE CONV. RES.

18987811

DATE 06-12-06

STATE 12 COUNTY 031 CITY 0000

TAX CD R SERV TYPE C NORM

TYP	SEQ	ESC	ANA	DESC	PAYEE	TRM	DUE	DISB	AMOUNT	BILL	NEW	UNEVEN
312	21			COUNTY TAX	12031	12	02-12		1,334.01	2		1
TAX ID#					17042220621316							
312	22			COUNTY TAX	12031	12	07-11		1,240.16	2		1
TAX ID#					17042220621316							

REDACTED

LOAN STATUS 1

02/28/11

IV-LN 525-801-1701634684 DUE 01-01-10 TYPE 13

BR SP MAN F P-TYPE 1 INT .0662500 FIRST PB 213,231.58 2ND PB .00
 PDYTD INT 00 PRIN .00 TAX 1334.01 HAZ .00 TERM 360
 RECON 253 GUAR MIP .00 LIEN .00 MAT 04-36

BILL REDACTED CONTRACT/POOL NO
 NAME REDACTED TAX NAME

& REDACTED REDACTED REDACTED REDACTED
 ADDR REDACTED REDACTED REDACTED REDACTED

BALANCES		PAYMENT		STOPS		OTHER	
ESCROW	.00	P&I	1427.89	PROCESS F		LEVEL SF	.00
ADVANCE	3050.95	2ND P&I	.00	BAD CK	0	SF RATE	.00250000
SUSPENSE	.00	ESCROW	225.31	PIF	0		
LC DUE	999.46	REPL	.00	FC	2	LAST ANAL	11-10
REPL RES	.00	MISC	.00	NOTICE	3	LOAN DATE	03-28-06
RES ESC	.00	LIFE	.00	ANALYZE	0	INT/ESC	2
INT DUE	.00	A&H	.00	A&H	0	TEL 1	312-650-5051
HUD	.00	BSC	.00	LIFE	0	TEL 2	312-953-4123
DEFICIT	.00	TOTAL	1653.20	DISB	0	TEL CD	C
DISC BAL	.00	HUD-P	.00	CASHIER	5	TIMES DELQ	12
ORIG DIS	.00	NET PMT	1653.20	ACCRUAL	3	BILL MODE	9
ORIG LOAN	223000	PMT FREQUENCY	12	L/C	0	FC TRACK	A
		SEE MEMO PAD	MEM11007493057			SEE SCREEN P192	

PIR1 **REDACTED** PROPERTY INSPECTION RESULTS 02/28/11 12.06:35
REDACTED UUE 01/01/10 TYPE CONV. RES INV-LN 525-801-1701634684
REDACTED **REDACTED** GROUP ____

-----		OF REQUESTS		-----	
REQUEST	INSPECTION	P/ REQUEST	PI	COMPLETE	V/ DATE
DATE	TYPE	M MEDIA	CD	REQUESTOR	DATE FEE 0 ADDED

02/14/11	CONDITION	P MASS REQ	PI3000 E02	02/22/11	11.00 U 02/24/11
	ACTION: _ DISPOSITION:				
01/14/11	CONDITION	P MASS REQ	PI3000 E02	01/21/11	11.00 U 01/25/11
	ACTION: _ DISPOSITION:				
12/15/10	CONDITION	P MASS REQ	PI3000 E02	12/20/10	11.00 U 12/22/10
	ACTION: _ DISPOSITION:				
11/15/10	CONDITION	P MASS REQ	PI3000 E02	11/24/10	11.00 U 11/29/10
	ACTION: _ DISPOSITION:				
10/15/10	CONDITION	P MASS REQ	PI3000 E02	10/21/10	11.00 U 10/25/10
	ACTION: _ DISPOSITION:				
09/15/10	CONDITION	P MASS REQ	PI3000 E02	09/20/10	11.00 U 09/22/10
	ACTION: _ DISPOSITION:				

-----* ADDITIONAL MESSAGES *-----
PRESS PF14 FOR MEMOS ACTIVE FORECLOSURE
FULL SETTLEMENT 05/24/10 DISCHARGED CH7 BANKRUPTCY
COMPLETED CH 7 BANKRUPTCY REMOVED LOSS MITIGATION

TAX2 REDACTED

TAX AND LIEN INFORMATION

02/28/11 12:08:53

312 21 REDACTED

TYPE CONV. RES.

ST 12 COU 031 CITY 0000

TAX N

PENDING

YR MAN F

PROP

REDACTED

REDACTED

GROUP

-----* PF1 F -----

TYP	SEQ	PAYEE	TRM	DUE	DISB	AMOUNT	BILL	NEW	UNEV	SEP	VP	DVR
ACTION C	312 21	12031	12	02-12	1334.01	2		I	N	Y		

TAX COMPANY R MORTG

REDACTED

TAX ID

-----* PF2 FOR ADDITIONAL MESSAGES *-----

PRESS PF14 FOR MEMOS

ACTIVE FORECLOSURE

FULL SETTLEMENT 05/24/10

DISCHARGED CHZ BANKRUPTCY

COMPLETED CH Z BANKRUPTCY

REMOVED LOSS MITIGATION

----- PF24: TO TAXC -----

----- TAX PAYEE -----

----- DISBURSEMENT AND REFUND HISTORY -----

	TYP	PAYEE	DUE	PAID	CHECK #	AMOUNT
COOK COUNTY TREASURER	312	12031	02-11	02-11-11	WIRE	1334.01-
&	312	12031	07-10	11-17-10	WIRE	1240.16-
PO BOX 4468	312	12031	02-10	02-08-10	WIRE	1185.31-
CAROL STREAM, IL						
60197						

HAZI **REDACTED** HAZARD & FLOOD INSURANCE 02/28/11 12:08:50
 351 TYPE CONV PFS UNIT ID
 PROP 1 **REDACTED** **REDACTED** MAN F GROUP

-----M-----
 TYP AGENT INSCO DUE EXPIRES PREMIUM TRM COVERAGE P C POLICY NUMBER 523 N
 351 BA800 BA800 12/35 12/31/35 1.00 12 45300000 7 C MZG80848706
 ACT C DISB CD ADD. PREM MTG CL N 00/00/00 VP N OV ZGD

-----* PF2 FOR ADDITIONAL MESSAGES *-----

 PRESS PF14 FOR MEMOS
 FULL SETTLEMENT 05/24/10
 COMPLETED CH Z BANKRUPTCY
 173 DAYS PAST PROJECTED LEGAL DATE
 -----HEED TO UPDATE DEDUCTIBLE AMOUNT-----

AGENT BLANKET ASSOCIATION
 MASTER CONDOMINIUM
 COVERAGE
 ----- DISBURSEMENT AND REFUND HISTORY -----
 TYP PAYEE DUE PAID AMOUNT
 NO DISB OR REFUND HIST

REINSURANCE REQUIRED - Z
 INSCO BLANKET ASSOCIATION
 MASTER CONDOMINIUM
 COVERAGE

P309

REDACTED

MORTGAGE LOAN HISTORY

02-28-11

NAME L

INV-LN 525-801-1701634684 DUE 01-01-10 TYPE 13

BR SP MAN F P-TYPE I INT 0662500 FIRST PB 213,231.58 2ND PE .00

HUD .00 NET 1653.20 SF .00250000 SUSP .00 STOP D B P F N A D L

REP .00 RES .00 F 0 0 2 3 0 0 0

APP		02-16	02-08	02-08
DUE		01-10	01-10	02-10
TYPE/TRAN		1 52	1 61	3 12
AMOUNT		.00	476.78	1,185.31-
PRIN-PD		.00	.00	.00
PRIN-BAL	213,231.58	213,231.58	213,231.58	
INT-PD		.00	.00	.00
ESC-PD		.00	476.78	1,185.31-
ESC-BAL		.00	.00	476.78-
A&H-INS		.00	.00	.00
LIFE-INS		.00	.00	.00
LC/FEES	1	71.39-	.00	.00
MISC-PD		.00	.00	.00
ADV-BAL		476.78	476.78	00
SUSP		.00	.00	.00
SC/PAYEE				12031

P309

REDACTED

MORTGAGE LOAN HISTORY

02-28-11

NAME I

INV-LN 525-801-1701634684 DUE 01-01-10 TYPE 13

BR	SP	MAN	F	P-TYPE	1	...	0662500	FIRST	PB	213,231.58	2ND	PB	.00			
HUD	.00	NET	1653.20	SF	.00250000	SUSP	.00	STOP	D	B	P	F	N	A	D	L
REP	.00	RES	00	F 0 0 2 3 0 0 0												
APP		04-22		04-16		03-16		03-10		03-01						
DUE		00-00		01-10		01-10		00-00		00-00						
TYPE/TRAN		6 33		1 52		1 52		6 33		6 33						
AMOUNT		.00		.00		.00		.00		.00						
PRIN-PD		.00		.00		.00		.00		.00						
PRIN-BAL	213,231.58		213,231.58		213,231.58		213,231.58		213,231.58		213,231.58					
INT-PD		.00		.00		.00		.00		.00						
ESC-PD		.00		.00		.00		.00		.00						
ESC-BAL		.00		.00		.00		.00		.00						
A&H-INS		.00		.00		.00		.00		.00						
LIFE-INS		.00		.00		.00		.00		.00						
LC/FEES	.00	1	71.39-	1	71.39-		.00			.00						
MISC-PD		.00		.00		.00		.00		.00						
ADV-BAL	476.78		476.78		476.78		476.78		476.78		476.78					
SUSP		.00		.00		.00		.00		.00						
SC/PAYEE	PI3000							AT5306	PI3000							

P309

REDACTED

MORTGAGE LOAN HISTORY

02-28-11

NAME INV-LN 525-801-1701634684 DUE 01-01-10 TYPE 13

BR SP MAN F P-TYPE 1 INT .0662500 FIRST PB 213,231.58 2ND PB .00

HUD .00 NET 1653.20 SF .00250000 SUSP .00 STOP D B P F N A D L

REP .00 RES .00 F 0 0 2 3 0 0 0

	05-21	05-21	05-21	05-21	05-17
APP					
DUE	00-00	00-00	00-00	00-00	01-10
TYPE/TRAN	6 32	6 32	6 30	6 20	1 52
AMOUNT	.00	.00	.00	.00	.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	213,231.58	213,231.58	213,231.58	213,231.58	213,231.58
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	.00	.00	.00	.00
ESC-BAL	.00	.00	.00	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00 1	71.39-
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	476.78	476.78	476.78	476.78	476.78
SUSP	.00	.00	.00	.00	.00
SC/PAYEE	AT0204	AT0204	AT0204	AT0204	

P309

REDACTED

MORTGAGE LOAN HISTORY

02-28-11

NAME INV-LN 525-801-1701634684 DUE 01-01-10 TYPE 13

BR SP MAN F P-TYPE 1 INT .0662500 FIRST PB 213,231.58 2ND PB 00

HUD .00 NET 1653 20 SF .00250000 SUSP .00 STOP D B P F N A D L

REP .00 RES .00 F 0 0 2 3 0 0 0

	06-16	06-10	06-07	05-24	05-24
DUE	01-10	00-00	00-00	01-10	01-10
TYPE/TRAN	1 52	6 33	6 33	1 86	1 86
AMOUNT	.00	.00	.00	7,042.38	213,231.58
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	213,231.58	213,231.58	213,231.58	213,231.58	213,231.58
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	.00	.00	.00	.00
ESC-BAL	.00	.00	.00	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES 1	71.39-	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	476.78	476.78	476.78	476.78	476.78
SUSP	.00	.00	.00	.00	.00
SC/PAYEE		PI3000	PI3000	*	*

P309

REDACTED

MORTGAGE LOAN HISTORY

02-28-11

NAME INV-LN 525-801-1701634684 DUE 01-01-10 TYPE 13

BR SP MAN F P-TYPE 1 INT 0662500 FIRST PB 213,231.58 2ND PB .00

HUD .00 NET 1653.20 SF .00250000 SUSP .00 STOP D B P F N A D L

REP .00 RES .00 F 0 0 2 3 0 0 0

	08-16	08-09	07-27	07-16	06-25
APP					
DUE	01-10	00-00	00-00	01-10	00-00
TYPE/TRAN	1 52	6 31	6 33	1 52	6 33
AMOUNT	.00	.00	.00	.00	.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	213,231.58	213,231.58	213,231.58	213,231.58	213,231.58
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	.00	.00	.00	.00
ESC-BAL	.00	.00	.00	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	1 71.39-	.00	.00	1 71.39-	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	476.78	476.78	476.78	476.78	476.78
SUSP	.00	.00	.00	.00	.00
SC/PAYEE		P50684	P13000		P13000

P309

REDACTED

MORTGAGE LOAN HISTORY

02-28-11

NAME L

INV-LN 525-801-1701634684 DUE 01-01-10 TYPE 13

BR SP MAN F P-TYPE 1 INT .0662500 FIRST PB	213,231.58	2ND PB	.00		
HUD .00 NET 1653.20 SF .00250000 SUSP		.00 STDP D B P F N A D L			
REP 00 RES .00				F 0 0 2 3 0 0 0	
APP	09-16	09-16	09-16	09-16	09-01
DUE	00-00	00-00	00-00	00-00	00-00
TYPE/TRAN	6 32	6 32	6 32	6 32	6 33
AMOUNT	.00	.00	.00	.00	.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	213,231.58	213,231.58	213,231.58	213,231.58	213,231.58
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	.00	.00	.00	.00
ESC-BAL	.00	.00	.00	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	476.78	476.78	476.78	476.78	476.78
SUSP	.00	.00	.00	.00	.00
SC/PAYEE	AT0204	AT0204	AT0204	AT0204	PI3000

P309

REDACTED

MORTGAGE LOAN HISTORY

02-28-11

NAME INV-LN 525-801-1701634684 DUE 01-01-10 TYPE 13

BR SP MAN F P-TYPE 1 INT .0662500 FIRST PB 213,231.58 2ND PB 00

HUD .00 NET 1653.20 SF .00250000 SUSP .00 STOP D B P F N A D L

REP .00 RES .00 F 0 0 2 3 0 0 0

	11-16	10-26	10-18	09-27	09-16
DUE	01-10	00-00	01-10	00-00	01-10
TYPE/TRAN	1 52	6 33	1 52	6 33	1 52
AMOUNT	.00	.00	.00	.00	.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	213,231.58	213,231.58	213,231.58	213,231.58	213,231.58
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	.00	.00	.00	.00
ESC-BAL	.00	.00	.00	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	1 71.39-	.00	1 71.39-	.00	1 71.39-
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	476.78	476.78	476.78	476.78	476.78
SUSP	.00	.00	.00	.00	.00
SC/PAYEE		PI3000		PI3000	

P309

REDACTED

MORTGAGE LOAN HISTORY

02-28-11

NAME 1 INV-LN 525-801-1701634684 DUE 01-01-10 TYPE 13

BR SP MAN F P-TYPE I INT .0662500 FIRST PB 213,231.58 2ND PB .00

HUD .00 NET 1653 20 SF .00250000 SUSP .00 STOP D B P F N A D L

REP .00 RES .00 F 0 0 2 3 0 0 0

	12-22	12-16	11-30	11-17	11-17
APP					
DUE	00-00	01-10	00-00	01-10	07-10
TYPE/TRAN	6 33	1 52	6 33	1 61	3 12
AMOUNT	.00	.00	.00	1,240.16	1,240.16-
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	213,231.58	213,231.58	213,231.58	213,231.58	213,231.58
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	.00	.00	1,240.16	1,240.16-
ESC-BAL	.00	.00	.00	.00	1,240.16-
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00 1	71.39-	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	1,716.94	1,716.94	1,716.94	1,716.94	476.78
SUSP	.00	.00	.00	.00	.00
SC/PAYEE	PI3000		PI3000		12031

P309 **REDACTED** MORTGAGE LOAN HISTORY 02-28-11
 NAME INV-LN 525-801-1701634684 DUE 01-01-10 TYPE 13
 BR SP MAN F P-TYPE I INT .0662500 FIRST PB 213,231.58 2ND PB .00
 HUD .00 NET 1653.20 SF .00250000 SUSP .00 STOP D B P F N A D L
 REP .00 RES .00 F 0 0 2 3 0 0 0
 APP 02-16 02-11 02-11 01-27 01-18
 DUE 01-10 01-10 02-11 00-00 01-10
 TYPE/TRAN I 52 I 61 3 12 6 33 1 52
 AMOUNT .00 1,334.01 1,334.01- .00 .00
 PRIN-PD .00 .00 .00 .00 .00
 PRIN-BAL 213,231.58 213,231.58 213,231.58 213,231.58 213,231.58
 INT-PD .00 .00 .00 .00 .00
 ESC-PD .00 1,334.01 1,334.01- .00 .00
 ESC-BAL .00 .00 1,334.01- .00 .00
 A&H-INS .00 .00 .00 .00 .00
 LIFE-INS .00 .00 .00 .00 .00
 LC/FEES I 71.39- .00 .00 .00 I 71.39-
 MISC-PD .00 .00 .00 .00 .00
 ADV-BAL 3,050.95 3,050.95 1,716.94 1,716.94 1,716.94
 SUSP .00 .00 .00 .00 .00
 SC/PAYEE 12031 P13000

STATE OF ILLINOIS

ATTY NO. 91220

COUNTY OF COOK

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION

2010 JUN 2 11:28 AM

ONEWEST BANK, FSB

PLAINTIFF

VS

) NO

) JUDGE

10CH28501

DEFENDANTS

COMPLAINT TO FORECLOSE MORTGAGE

For its Complaint Plaintiff says.

1. Plaintiff files this Complaint to Foreclose the mortgage, trust deed or other conveyance in the nature of a mortgage (hereinafter called "Mortgage") hereinafter described, pursuant to 735 ILCS 5/15-1101 et. seq. of the Illinois Code of Civil Procedure, and joins persons named in the caption as "Defendants", as parties hereto.

2. Attached as "EXHIBIT A" is a true copy of the Mortgage Attached as "EXHIBIT B" is a true copy of the Note secured thereby.

3. Information concerning said Mortgage:

(a) Nature of the instrument: Mortgage.

(b) Date of the Mortgage: March 28, 2006

(c) Name of the mortgagors or grantors:

REDACTED REDACTED

(d) name of the mortgagee, trustee or grantee in the Mortgage:

M. E. R. S., INC. AS NOMINEE FOR HOME LOAN CENTER, INC., DBA
LENDINGTREE LOANS

(e) Date of Recording or Registering: April 7, 2006

(f) Place of Recording or Registering.

Office of the Recorder of Deeds of Cook County, Illinois

(g) Identification of Recording Document No. 0609744092

- (h) Interest Subject to the mortgage. Fee Simple.
- (i) Amount of Original Indebtedness: \$223,000.00
- (j) Capacity in which Plaintiff brings this suit. Plaintiff is the legal holder of the Mortgage and Note.
- (k) Legal description of mortgaged premises:

UNIT 2312 E TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ELIOT HOUSE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25267212, IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

REDACTED

REDACTED

REDACTED

TAX ID# REDACTED

(l) Statement as to amount now due: After all payments received have been applied, mortgagors are now in default for the monthly payments for January 2010 through the present; the balance due on the Note and the Mortgage is the total of the principal balance of \$213,231.58, plus interest, costs and fees, and advances if any, made by the plaintiff. The current per diem interest rate is \$38.70.

- (m) Name of present owners of said premises:

REDACTED

REDACTED

(n) Names of persons in addition to said owners, but excluding any non-record claimants as defined in the Illinois Mortgage and Foreclosure Act who are joined as Defendants and whose interest in, or lien on, the mortgaged real estate is sought to be terminated

M.E.R.S., INC. AS NOMINEE FOR HOME LOANCENTER, INC , DBA LENDINGTREE LOANS. by virtue of a mortgage executed by REDACTED dated 03/28/06 recorded/registered 04/07/06 in the Office of the Recorder/Registrar of Deeds COOK County, Illinois, as document no. 0609744093, to secure a note in the principal sum of \$ 51,000.00; said lien is inferior to that of the Plaintiff herein.

REDACTED CONDOMINIUM ASSOCIATION , by virtue of the fact that, upon information and belief, it is the CONDOMINIUM Association for the subject premises and may have some interest in the subject real estate by virtue of unpaid assessments or other charges. The interest of this defendant is inferior to that of the Plaintiff herein.

REDACTED

UNKNOWN HEIRS AND LEGATEES OF , IF ANY ,
by virtue of the fact that, upon information and
belief, may have some interest in the subject real
estate. The interest, if any, of this defendant is
subordinate and inferior to the lien and interest of
the plaintiff herein.

(o) Names of persons claimed to be personally liable for deficiency
unless personal liability is discharged in a Bankruptcy proceeding, or
otherwise released:

NONE

(p) Plaintiff seeks to include in the Judgment the Plaintiff's
attorneys' fees, costs and expenses.

4. Plaintiff alleges that in addition to persons designated by name
herein and the Unknown Defendants referred to above, there are other
persons, and/or non-record claimants who are interested in this action
and who have or claim some right, title, interest or lien in, to or
upon the real estate, or some part thereof, in this Complaint
described, including but not limited to the following:

UNKNOWN OWNERS AND NON RECORD CLAIMANTS, IF ANY.

That the name of each of such persons is unknown to the Plaintiff and
on diligent inquiry cannot be ascertained, and all such persons are
therefore made party defendants to this action by the name and
description of UNKNOWN OWNERS and NON-RECORD CLAIMANTS.

5. That should a deficiency result from the foreclosure sale of the
subject property, Plaintiff may seek an In Personam or an In Rem
deficiency judgment, unless the defendant(s) which are liable on the
subject mortgage note have had personal liability on said note
discharged in a Bankruptcy proceeding or if said liability has been
otherwise discharged or released.

6. That should the subject property be vacant, the Plaintiff may seek
to have the Court find that the property is abandoned pursuant to 735
ILCS 5/15-1603, Illinois Code of Civil Procedure.

7. That the Plaintiff may seek appointment of Mortgagee in Possession
or appointment of receiver.

WHEREFORE, PLAINTIFF REQUESTS:

1. A Judgment of Foreclosure and Sale.
2. A Judgment for attorneys' fees, costs and expenses.
3. An Order Approving the Foreclosure Sale and an Order
granting possession.
4. An In Personam or an In Rem Deficiency Judgment, if
sought, unless defendant(s) have had personal liability
on the subject mortgage note discharged in a Bankruptcy
proceeding, or otherwise released.

5. An order granting a shortened redemption period, if sought
6. Appointment of Mortgagee in Possession or Receiver, if sought.
7. Such other and further relief as the Court deems just.

ONEWEST BANK, FSB

Robert James Deisinger
ARDC#6286021

By:



PIERCE & ASSOCIATES
Its Attorneys

PIERCE & ASSOCIATES, Attorneys for Plaintiff, Suite 1300,
1 North Dearborn, Chicago, Illinois 60602
TEL. (312) 346-9088, FAX (312) 346-1557, PA1010841

REDACTED

Loan No.:

This instrument was prepared by
SARA LE ESCROW OFFICER

Name: Home Loan Center, Inc., dba
LendingTree Loans

Address:
Home Loan Center, Inc., dba
LendingTree Loans
163 Technology Drive
Irvine, CA 92618
After Recording Returns To:
Home Loan Center, Inc., dba
LendingTree Loans
163 Technology Drive
Irvine, CA 92618



Doc#: 0808744092 Fee: \$62.50
Eugene "Gene" Moore RHEP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/07/2008 03:21 PM Pg: 1 of 16

Office of Plaintiff's counsel
Pierce & Associates P.C.
redacted the SS# and/or
loan number.

[Space Above This Line For Recording Date]

MORTGAGE

MIN: [REDACTED]

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16

(A) "Security Instrument" means this document, which is dated **March 28, 2006**, together with all Riders to this document.

(B) "Borrower" is **REDACTED**

Borrower is the mortgagor under this Security Instrument

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P O Box 2026, Flint, MI 48501-2026, tel (888) 679-MERS

(D) "Lender" is Home Loan Center, Inc., dba LendingTree Loans organized and existing under the laws of California Lender's address is 163 Technology Drive, Irvine, CA 92618

(E) "Note" means the promissory note signed by Borrower and dated **March 28, 2006**. The Note states that Borrower owes Lender **Two Hundred Twenty Three Thousand and no/100 Dollars (U.S. \$ 223,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **April 01, 2036**

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest

15

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable].

- Adjustable Rate Rider
 Condominium Rider
 Second Home Rider
 Balloon Rider
 Planned Unit Development Rider
 Other(s) [specify]
 1-4 Family Rider
 Biweekly Payment Rider

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation, or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the

County of Cook
[Type of Recording Jurisdiction] of [Name of Recording Jurisdiction]

As per legal description attached hereto and made a part hereof

REDACTED

APN:

REDACTED

REDACTED

which currently has the address of

REDACTED

, Illinois

REDACTED

Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

L. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity, or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or

partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly.

Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument, (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"); (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (a) any such loan

charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa, and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon

an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spillage, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not

cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Waiver of Homestead.** In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

25. **Placement of Collateral Protection Insurance.** Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 12 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

REDACTED

(Seal)
-Borrower

Witness:

Witness:

State of Illinois
County of Cook

This instrument was acknowledged before me on

MARCH 28, 2006

(date) by

REDACTED

(name(s) of person(s))



Maxine E. Still

Notary Public

Order Number: 8950555183

Borrower's Name: REDACTED

Exhibit A

UNIT 2312 E TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST
IN THE COMMON ELEMENTS IN ELIOT HOUSE CONDOMINIUM, AS
DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS
DOCUMENT NUMBER 25267212, IN THE NORTHEAST ¼ OF SECTION 4,
TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONDOMINIUM RIDER

Loan No. [REDACTED]

THIS CONDOMINIUM RIDER is made this 28th day of March 2008 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Home Loan Center, Inc., dba LendingTree Loans, a California Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

REDACTED

REDACTED

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

REDACTED

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows.

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

MULTISTATE CONDOMINIUM RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3140 U91

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender

D. Consideration. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender, (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this Condominium Rider.

REDACTED

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

MULTISTATE CONDOMINIUM RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3146 1/91

REDACTED

Office of Plaintiff's counsel
Pierce & Associates P.C.
redacted the SS# and/or
loan number.

LE
M
REDACTED

NOTE

March 28, 2008
(Date)

Irvine
(City)

CA
(State)

REDACTED

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 223,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Home Loan Center, Inc., dba LendingTree Loans, a California Corporation.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.6250%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on May 01, 2008.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on April 01, 2018, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 183 Technology Drive, Irvine, CA 92618

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,427.89

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayments to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **Fifteen** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of this charge will be **5.0000%** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in

this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of these conditions are described as follows.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower has executed and acknowledges receipt of pages 1 through 3 of this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

REDACTED

(Seal)
-Borrower

[Sign Original Only]

IndyMac Mortgage Services
a Division of One West Bank
PO Box 9042
Temecula, CA 92589-9042



PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

7113 8257 1473 9885 4090

Send Payments To
IndyMac Mortgage Services
a Division of One West Bank
PO Box 4045
Kalamazoo, MI 49003-4045



Send Correspondence To
IndyMac Mortgage Services
a Division of One West Bank
PO Box 4045
Kalamazoo MI 49003-4045

REDACTED }2

20100218-72
XC_GEN



Home Loan Servicing
6900 Bearice Drive
Kalamazoo, MI 49009

February 16, 2010

Sent Via Certified Mail
7113 8257 1473 9885 4090

REDACTED

RE: **REDACTED**

Dear I **REDACTED**

IndyMac Mortgage Services, a Division of OneWest Bank services your home loan. Your loan is in serious default because you have not made your required payments. The total amount required to reinstate your loan, as of the date of this letter is as follows:

Next Payment Due Date	01/01/2010
Current Monthly Payment	\$1,653.20
Total Monthly Payments Due	\$3,306.40
Late Charges	\$71.39
Other Charges:	
Uncollected NSF Fees	\$0.00
Other Fees	\$0.00
Corporate Advance Balance	\$0.00
Partial Payment Balance	<u>-\$0.00</u>

TOTAL YOU MUST PAY TO CURE DEFAULT: \$3,377.79

You have the right to cure your default. To cure your default, you must, on or before March 19, 2010, pay IndyMac Mortgage Services, a Division of OneWest Bank in the amount of \$3,377.79 plus any additional monthly payments, late charges and fees which become due.

If your check is returned to us for insufficient funds or for any reason, "good funds" will not have been received and you will not have cured your default. We reserve the right to accept or reject a partial payment of the total amount due without waiving any of our rights herein or otherwise.

If you do not cure your default, we will accelerate your mortgage with the full amount remaining accelerated and becoming due and payable in full, and foreclosure proceedings will be initiated at that time. Failure to cure your default may result in the foreclosure and sale of your property. A deficiency judgment may be obtained against you to collect the balance of your loan.



7113 8257 1473 9885 4090

You may, if required by law, have the right to cure your default after the acceleration of your payments and prior to the foreclosure sale, by paying all amounts past due within the time permitted by law. In addition to the past due amounts, you will be required to pay reasonable fees and costs incurred by IndyMac Mortgage Services, a Division of OneWest Bank. You may have the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and foreclosure.

Time is of the essence! Should you have any questions concerning this notice, please contact Loan Resolution at 866-354-5947. Additionally, you may also contact a HUD-approved housing counseling agency toll-free at 1-800-569-4287 or TDD 1-800-877-8339 for the housing counseling agency nearest you. These services are usually free of charge.

Sincerely,

IndyMac Mortgage Services, a Division of OneWest Bank
Loan Resolution

This company is a debt collector. We are attempting to collect a debt and any information obtained will be used for that purpose. However, if your debt has been discharged pursuant to the Bankruptcy laws of the United States, this communication is intended solely for informational purposes.

Loan Classification	Foreclosure	Escrow Balance
Loan Type	1	1427.89
Loan Position	3/28/2006	Monthly
Loan Origination	5/1/2006	Unknown
First Payment	1/1/2010	0
Next Payment	223000.00	Unknown
Original Loan Amount	213231.58	1/1/2010
Original Interest Rate	6.62500	4/1/2006
Current Interest Rate	360	
Net Amount Due		
Loan Term		

REDACTED

Investor Information	Insurer
Investor	Other
Investor Loan Number	
Client Investor Code	
Start Date	
Investor Category	
Client Investor Name	
Pending Investor Loan Number	
Power of Attorney	
Pending Investor Change Effective Date	
Pending Investor Number	
Pending Investor Category	
Pending Investor Name	
Pending Power of Attorney	
MERS, REG	
MERS, MIN IN	
MERS, MOH IN	
Action in the Name Of	
Vest In The Name Of	
Title Vested in the Name Of	

Investor	Fannie Mae
Investor Loan Number	1701634684
Client Investor Code	8015251F
Start Date	4/14/2010
Investor Category	FANNIE MAE
Client Investor Name	
Pending Investor Loan Number	
Power of Attorney	
Pending Investor Change Effective Date	1/1/0001 12 00 00 AM
Pending Investor Number	
Pending Investor Category	
Pending Investor Name	
Pending Power of Attorney	
MERS, REG	Y
MERS, MIN IN	100198800030515436
MERS, MOH IN	Y
Action in the Name Of	OneWest Bank, FSB
Vest In The Name Of	Fannie Mae A/K/A Federal National Mortgage Association
Title Vested in the Name Of	Fannie Mae A/K/A Federal National Mortgage Association

3270 Explorer: Foreclosure Tracking (FOR3)

ONEWESTBANK -- 668

Loan Number: REDACTED

Borrower Name: REDACTED

POB 11

REDACTED

REDACTED

G NT1 525/801 04/01/11 13 17 30
10 TYPE CONV RES M F F 2

GUAR

ACT	SCHED	ACTUAL	STEP	STEP DESCRIPTION	PRED	FLT	COST	G	R	C	L	F	P	T	MORE>	
	040610	040610	F01	RFR 2 ATTY & ASGN 2 PRCSR		1										
	040610	070810	H26	DOCUMENT DELAY #1	F01	0										
	070810	071610	H32	DOCUMENT DELAY #1 RECVD	H26	0										
	030911	040411	S97	JUDGMENT SCHEDULED PM	F01	337										
	040610	092310	H29	COURT DELAY #1	F01	0										
	101310	101310	H68	COURT DELAY #1 ENDED	H29	190										
	101310	101310	H62	COURT DELAY #2	H68	0										
	111710	111710	H69	COURT DELAY #2 ENDED	H62	35										
	040610	061410	F18	BANKRUPTCY #1 ENDED	F01	0										
	040610	040910	101	BANKRUPTCY #1 FILED	F01	0										
	040910	040610	F02	FILE RECVD BY ATTY	F01	3										
	040610	040610	L92	LOSS MIT SOLICIT LTTR SNT	F01	0										
	070610	070210	F03	1ST LGL ACTN COMPTD(68)	F02	91										
	073010	071510	F10	SVC ON DFNS COMPLETED	F03	28										
	072510		S75	JFIG SCRIPT RUN	F10	10										
	072510		S79	JUDGMENT FIGURES TO FIRM	F10	10										
	082410	021111	S83	BAU AOI PROC START	S79	30										

3270 Explorer: Foreclosure Tracking (FOR3)

ONEWESTBANK -- 668

REDACTED

Loan Number

REDACTED

Borrower Name

FOR3 1

FOR TRACKING NT1 525/801 04/01/11 13 17:35

3 TYPE CONV RES. M:F F:2

REDACTED

REDACTED

GUAR

<MORE--

STEP	DESCRIPTION	PRED	FLT	COST	G	R	C	L	F	P	T
021411	S84 BAU AOI RVW COMPLETE	S83	3								
021511	S85 BAU AOI TO LPS	S84	1								
030911	F11 JUDGM ENTERED/GRANTED	F10	237		*					3	
071711	F13 PRE SALE REDEMPTION EXP	F11	130		*						
050311	F05 SEND BID INSTRCTN TO ATTY	F11	55		*						
080611	F04 FC SCHED SALE DT(70) DFRS	F13	20		*					4	
080611	F06 F/C SALE HELD(1A) DFRS	F04	0		*					5	
090511	F12 AFT SALE CONFIRMATION EXP	F06	30		*					6	
090611	F07 CREATE 1099 RECORD	F12	1								
080811	F08 FC POST SALE CKLST CMPLT	F06	2								
091511	F40 F/C DEED RECORDED	F12	10								

3270 Explorer: Delinquency 1 (DLQ1/COM2)

ONEWESTBANK -- 668

REDACTED

Loan Number	REDACTED	Borrower Name:	REDACTED
--------------------	-----------------	-----------------------	-----------------

DLQ1 - DELINQUENCY OWNR n/a 04/01/11 13 17 39
 13 CONV. RES. PER/CLS/OFF F/AA/SP AGE 5Y 1M IR. 6.62500 INV: 525
 DUE(16) 26,501 12 DUE 01/01/10(15)(11/30) ASSUM. ACQ 04/27/06
 LATE CHRG 1,070 85 PAYMT @ 1,653 20 P.
 BAD CK FEES 00 L/C AMT 71.39 **REDACTED**
 OTHER FEES 20.00 PAYMT + LC 1,724 59 M
 TOT DUE 27,591 97* PRIN BAL 213,231.58 **REDACTED** **REDACTED**
 SUSPENSE 00 P&I 1,427 89
 NET DUE 27,591.97 DLQ 12 TIME, PAY 0 DAY
 C/S 007 I **REDACTED**
 C/D 01/10 **REDACTED** W WORK NUMBER **REDACTED**
 *PHONE NO
 -IMD A-----
 DISCHARGED CH7 BANKRUPTCY JITIONAL MESSAGES * -----WL P ----
 ACTIVE FORECLOSURE PRESS PF14 FOR MEMOS
 FULL SETTLEMENT 05/24/10
 -----* COMMENTS *-----
 -COM2-----

DATE	USR	BGDT	ENDT	CONTACT	RESPONSE	REASON	RECALL	F/B	REMIND
032211	***	<	OCCUPANCY UNKNOWN	CONDITION ON	032111	PI3000	>		MMDD11
022411	***	<	OCCUPANCY UNKNOWN	CONDITION ON	022211	PI3000	>		
012511	***	<	OCCUPANCY UNKNOWN	CONDITION ON	012111	PI3000	>		
122210	***	<	OCCUPANCY UNKNOWN	CONDITION ON	122010	PI3000	>		
112910	***	<	OCCUPANCY UNKNOWN	CONDITION ON	112410	PI3000	>		

IndyMac Mortgage Services
a Division of One West Bank
PO Box 9042
Tamecula CA 92589-9042



7113 8257 1473 9885 4120

PRESORT
First-Class Mail
U S Postage and
Fees Paid
WSO

Send Payments To
IndyMac Mortgage Services
a Division of One West Bank
PO Box 4045
Kalamazoo, MI 49003-4045

Send Correspondence To
IndyMac Mortgage Services
a Division of One West Bank
PO Box 4045
Kalamazoo, MI 49003-4045

REDACTED

20100216-72
XC_GEN



Home Loan Servicing
6900 Bearice Drive
Kalamazoo, MI 49009

February 16, 2010

Sent Via Certified Mail
7113 8257 1473 9885 4120

REDACTED

RE Loan No **REDACTED**

Dear **REDACTED**

IndyMac Mortgage Services, a Division of OneWest Bank services your home loan. Your loan is in serious default because you have not made your required payments. The total amount required to reinstate your loan, as of the date of this letter is as follows.

Next Payment Due Date	01/01/2010
Current Monthly Payment	\$1,653.20
Total Monthly Payments Due	\$3,306.40
Late Charges	\$71.39
Other Charges	
Uncollected NSF Fees	\$0.00
Other Fees	\$0.00
Corporate Advance Balance	\$0.00
Partial Payment Balance	<u>-\$0.00</u>

TOTAL YOU MUST PAY TO CURE DEFAULT: \$3,377.79

You have the right to cure your default. To cure your default, you must, on or before March 19, 2010, pay IndyMac Mortgage Services, a Division of OneWest Bank in the amount of \$3,377.79 plus any additional monthly payments, late charges and fees which become due.

If your check is returned to us for insufficient funds or for any reason, "good funds" will not have been received and you will not have cured your default. We reserve the right to accept or reject a partial payment of the total amount due without waiving any of our rights herein or otherwise.

If you do not cure your default, we will accelerate your mortgage with the full amount remaining accelerated and becoming due and payable in full, and foreclosure proceedings will be initiated at that time. Failure to cure your default may result in the foreclosure and sale of your property. A deficiency judgment may be obtained against you to collect the balance of your loan.



7113 8257 1473 9885 4120

You may, if required by law, have the right to cure your default after the acceleration of your payments and prior to the foreclosure sale by paying all amounts past due within the time permitted by law. In addition to the past due amounts, you will be required to pay reasonable fees and costs incurred by IndyMac Mortgage Services, a Division of OneWest Bank. You may have the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and foreclosure.

Time is of the essence! Should you have any questions concerning this notice, please contact Loan Resolution at 866-354-5947. Additionally, you may also contact a HUD-approved housing counseling agency toll-free at 1-800-569-4287 or TDD 1-800-877-8339 for the housing counseling agency nearest you. These services are usually free of charge.

Sincerely,

IndyMac Mortgage Services, a Division of OneWest Bank
Loan Resolution

This company is a debt collector. We are attempting to collect a debt and any information obtained will be used for that purpose. However, if your debt has been discharged pursuant to the Bankruptcy laws of the United States, this communication is intended solely for informational purposes.