

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS**

**IN RE RICHARD P. LOTFY AND
SHARI D. LOTFY,**

Debtors.

BANKRUPTCY NO. 08-40106

**RICHARD P. LOTFY & SHARI D.
LOTFY**

Plaintiff,

ADV. PRO. NO. 08-04071

v.

**INDYMAC BANK, FSB, MORTGAGE
ELECTRONIC REGISTRATION
SYSTEMS**

Defendants.

**INDYMAC BANK'S RESPONSE TO THE PLAINTIFFS RICHARD P. LOTFY
AND SHARI D. LOTFY'S FIRST REQUEST FOR PRODUCTION OF
DOCUMENTS TO DEFENDANT INDYMAC BANK, FSB**

GENERAL OBJECTIONS

A. The Defendant objects to the production of documents protected from discovery by the attorney-client privilege, the work product doctrine and any other applicable privileges.

B. The Defendant's responses shall not be deemed to constitute waivers of any objections or constitute an admission that (i) a particular document exists, is relevant, and/or is admissible in evidence or (ii) any statement or characterization in the request is accurate or complete.

C. The Defendant incorporates these objections by reference, to the extent applicable, into each and every response below.

Subject to these general objections and any more specific objections, set forth below, Defendant responds as follows:

REQUEST NO. 1

All Documents referred to or used in reference to Defendant's Answer to Interrogatories.

RESPONSE NO. 1

Objection. The request is not relevant to the instant action and is not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 2

All documents intended to be used at trial.

RESPONSE NO. 2

Objection. The request is not relevant to the instant action and is not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 3

Your complete file as to this transaction and Plaintiff's account, including all loan servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, loan histories, accounting records, ledgers, and documents that relate to the accounting of the loan from the inception of the loan until present date.

RESPONSE NO. 3

Objection. The request is not relevant to the instant action and is not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 4

All correspondence, telephone log sheets, or other internal memoranda or notes concerning Plaintiff's account.

RESPONSE NO. 4

Objection. The request is not relevant to the instant action and is not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 5

All documents reflecting or relating to any commissions, bonuses or payment paid or received by any person in connection with this loan, including but not limited to a loan broker.

RESPONSE NO. 5

Objection. The request is not relevant to the instant action and is not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 6

The underwriting guidelines and rate sheets that were in effect at the time of the loan transaction at issue in this case, and any written material, including definitions, memoranda, directives or other documents that explain, illustrate, apply, elucidate or pertain to those underwriting guidelines, including the rate sheet that was used to determine the interest rate Plaintiff would pay in this transaction or the "par" rate.

RESPONSE NO. 6

Objection. The request is not relevant to the instant action and is not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 7

All credit applications from Plaintiff's or relating to Plaintiffs' account.

RESPONSE NO. 7

Objection. The request is not relevant to the instant action and is not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 8

All ledger cards or ledger sheets or other documents reflecting payments, credits, late charges, other charges, and rebates posted to Plaintiffs' account.

RESPONSE NO. 8

Objection. The request is not relevant to the instant action and is not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 9

All documents that show, relate, or refer to the assignment, negotiation, sale or servicing rights of the Plaintiffs' mortgage and promissory note, including any agreements between the assignor and assignee relating to the assignment obligations, including any such agreements on MERS. If there has been more than one assignment, please produce these documents for each assignment.

RESPONSE NO. 9

Attached as Exhibit "A" are all documents in the custody, control or possession of the Defendant in response to Request No. 9. The Defendant objects to provide any documents in response to agreements between the assignor and assignee as being irrelevant to the instant action and is not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 10

The note pertaining to the subject property with all allonges or assignments in connection with this loan.

RESPONSE NO. 10

The Defendant has attached the Note in its Exhibit "A" in response to Request No. 9.

REQUEST NO. 11

Provide all descriptions and legends of all Codes used in mortgage servicing and accounting system used by Defendant.

RESPONSE NO. 11

Objection. The request is not relevant to the instant action and is not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 12

Provide the front and back of each and every canceled check, draft or debit notice issued for payment of closing costs, fees and expenses listed on the disclosure statements, including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, etc.

RESPONSE NO. 12

Objection. The request is not relevant to the instant action and is not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 12

All letters, statements and documents sent to the Plaintiffs by previous servicers, sub-servicers or others in Defendant's loan file or in your control or possession or in the

control or possession of any affiliate, parent company, agent, sub-servicer, servicer, attorney or other representative of Defendant.

RESPONSE NO. 13

Objection. The request is not relevant to the instant action and is not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 14

All original loan documents and disclosures relating to this loan, including but not limited to the preliminary Truth in Lending Disclosure, final Truth in Lending Disclosure, HUD Settlement Statement, and Good Faith Estimate.

RESPONSE NO. 14

Objection. The request is not relevant to the instant action and is not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 15

Provide a copy of each and every piece of correspondence that either Defendant contends it has sent to the Plaintiffs or caused to be sent to the Plaintiffs by another.

RESPONSE NO. 15

Objection. The request is not relevant to the instant action and is not reasonably calculated to lead to the discovery of admissible evidence.

AS TO OBJECTIONS:

John T. Precobb, Esq.
BBO #561931
Orlans Moran PLLC
45 School Street
Boston, MA 02108
(617) 502-4100

EXHIBIT A



Bk: 42172 Pg: 22

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ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that Mortgage Electronic Registration Systems, Inc., as nominee for IndyMac Bank, F.S.B., which is organized and existing under the laws of United States of America

FOR VALUE RECEIVED, hereby grants, assigns and transfers to

IndyMac Bank, F.S.B. as Trustee under the pooling and Servicing Agreement Series BSALTA 2006-4, located in Pasadena, CA 91101

All of the right, title, interest of said that Mortgage Electronic Registration Systems, Inc., as nominee for IndyMac Bank, F.S.B. in and to and under that certain Mortgage dated May 12, 2006, executed by Richard P. Lotfy and recorded with Worcester County (Southern District) Registry of Deeds at Book 38967, Page 279, describing the land therein as 145 Hazel Street, Uxbridge, MA 01569.

TOGETHER with the Note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage.

IN WITNESS WHEREOF, Mortgage Electronic Registration Systems, Inc., as nominee for IndyMac Bank, F.S.B. has caused these presents to be signed by its duly authorized officer and its corporate seal to be hereunto affixed, this 20 day of July, 2007

IN THE PRESENCE OF:

Mortgage Electronic Registration Systems, Inc., as nominee for
IndyMac Bank, F.S.B.

Erika Johnson - Sec. V.P.
Erika Johnson - Sec. V.P.

Alan Corine - Vice President
ALAN CORINE - VICE PRESIDENT

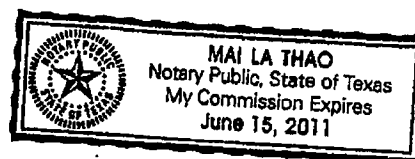
STATE OF TEXAS
County of Williamson

On JULY 20, 2007 before me, MAI L. THAO personally appeared
Alan Corine - VP IndyMac Bank personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Mai L. Thao

NOTARY PUBLIC SIGNATURE



NOTARY PUBLIC SEAL

LeP-11-9/05

ATTEST: WORC. Anthony J. Vigliotti, Register

ORIGINAL

**FIXED/ADJUSTABLE RATE NOTE
INTEREST ONLY PERIOD**

(1-Year LIBOR Index - Rate Caps)

(Assumable after Initial Period)

(10 Year Interest Only Period)

Loan # 123187576

MIN: 100055401231875768

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

May 12, 2006
[Date]

Needham
[City]

Massachusetts
[State]

145 Hazel Street, Uxbridge, MA 01569

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 300,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is IndyMac Bank, F.S.B., a federally chartered savings bank

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 8.000 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month on the first day of the month beginning on July 1, 2006. 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 if the payment consists of both principal and interest, it will be applied to interest before Principal. If, on June 1, 2036, 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 IndyMac Bank, F.S.B., P.O. Box 78826, Phoenix, AZ 85062-8826 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Before the first fully amortizing principal and interest payment due date stated in subsection (C) below (the "First P&I Payment Due Date"), my monthly payments will be only for the interest due on the unpaid principal of this Note.

Each of my initial monthly payments will be in the amount of U.S. \$ 2,000.00. This amount may change in accordance with subsection (C) below.

IndyMac Bank

Fixed/Adjustable Rate Note - 1 Yr. Libor Index - Interest Only Period - Multistate

Initials: _____

8480830 (0506)

Page 1 of 5

Form 5600

VMP Mortgage Solutions, Inc. (800)521-7291

6/05



(C) Monthly Payment Changes

The First P&I Payment Due Date is July 1, 2016

Prior to the First P&I Payment Due Date, my monthly payment may change to reflect changes in the interest rate I must pay in accordance with Section 4 of this Note or to reflect changes in the unpaid principal of my loan in accordance with Section 5 of this Note. Notwithstanding the provisions of Section 4(C) of this Note to the contrary, prior to the First P&I Payment Due Date the Note Holder will not include in the monthly payment any amount to repay the unpaid principal. Before the effective date of any change in my monthly payment, the Note Holder will deliver or mail to me a notice of the change in accordance with Section 8 of this Note. The notice will include the title and telephone number of a person who will answer any question I may have regarding the notice.

Beginning with the First P&I Payment Due Date, my monthly payment will change to an amount sufficient to repay the principal and interest at the rate described in Section 4 of this Note in substantially equal installments by the Maturity Date. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Sections 4 and 5 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of June, 2011, and may change on that day every 12th month thereafter. Each date on which my interest rate could change is called an "Interest Change Date."

(B) The Index

Beginning with the first Interest Change Date, my interest rate will be based on an Index. The "Index" is the one-year London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market, as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Interest Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Interest Change Date, the Note Holder will calculate my new interest rate by adding three and 500/1000ths percentage point(s) (3.500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Interest Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Interest Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Interest Change Date will not be greater than 13.000 % or less than 3.500 %. Thereafter, my interest rate will never be increased or decreased on any single Interest Change Date by more than two and NO/1000ths percentage point(s) (2.000 %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 13.000 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Interest Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Interest Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. 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 Prepayment 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 dates of my monthly payment unless the Note Holder agrees in writing to the changes.

Loan No: 123187576
8480830 (0506)

RP2



If I make a partial Prepayment during the period ending with the due date of my last interest only monthly payment, my partial Prepayment will reduce the amount of my monthly payment. If I make a partial Prepayment after the last interest only monthly payment, my partial Prepayment may reduce the amount of my monthly payments beginning with the monthly payment due after the Interest Change Date following the partial Prepayment. After the first Interest Change Date, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. 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.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3.000 % of my overdue payment of interest during the period when my payment is interest only, and of principal and interest after that. 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.

8. 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.

9. 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.

10. 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.



11. 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 those conditions are described as follows:

(A) UNTIL MY INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION 4 ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT IS DESCRIBED AS FOLLOWS:

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.

(B) AFTER MY INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION 4 ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION 11(A) ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL INSTEAD BE DESCRIBED AS FOLLOWS:

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.

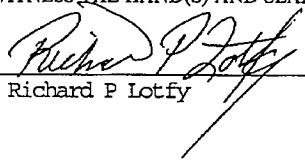
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.



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


Richard P Lotfy

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower


(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

PAY TO THE ORDER OF

WITHOUT RECOURSE
INDYMAC BANK, F.S.B.


VINCENT DOMBROWSKI
VICE PRESIDENT

Loan No: 123187576



ADDENDUM TO ADJUSTABLE RATE NOTE

Loan #: 123187576

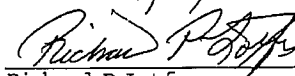
THIS ADDENDUM is made this 12th day of May, 2006, and is incorporated into and intended to form a part of an Adjustable Rate Note dated the same date as this Addendum.

1. Section 4(D) of the Adjustable Rate Note is modified as follows:

The interest rate I am required to pay at the first Change Date will not be greater than 13.000 % or less than 3.500 %. Thereafter, my interest rate will never be increased or decreased on any single change Date by more than two and NO/1000ths percentage point(s) (2.000 %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 13.000 % or less than 3.500 %.

2. All other provisions of the Adjustable Rate Note are unchanged by this Addendum and remain in full force and effect.

Dated: 5/12/06


Richard P Lotfy (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower



**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS**

**IN RE RICHARD P. LOTFY AND
SHARI D. LOTFY,**

Debtors.

BANKRUPTCY NO. 08-40106

**RICHARD P. LOTFY & SHARI D.
LOTFY**

Plaintiff,

ADV. PRO. NO. 08-04071

v.

**INDYMAC BANK, FSB, MORTGAGE
ELECTRONIC REGISTRATION
SYSTEMS**

Defendants.

**INDYMAC BANK'S ANSWERS TO THE PLAINTIFFS RICHARD P. LOTFY
AND SHARI D. LOTFY'S FIRST SET OF INTERROGATORIES**

GENERAL OBJECTIONS

1. The Defendant, IndyMac Bank shall be referred to as ("IndyMac").
2. IndyMac objects to the instructions, definitions and Interrogatories insofar as they seek to impose obligations inconsistent or beyond those imposed by the Mass.R.Civ.P. (the "Rules"), call for conclusions of law, or seek information which would require to respond on behalf of others.

3. IndyMac objects to the requests insofar as they are duplicative of other discovery requests made by IndyMac, including but not limited to requests for production of documents.

4. IndyMac's willingness to provide written answers to any of the below Interrogatories is not a concession that the subject matter of the Interrogatory is discoverable, relevant to this action, or admissible evidence. IndyMac objects to the Interrogatories to the extent that they seek to characterize the evidence.

5. IndyMac objects to the Interrogatories to the extent that they call for information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. IndyMac objects to the Interrogatories to the extent that they are overly broad, vague or unduly burdensome. IndyMac objects to the Interrogatories to the extent that they seek information or identification that is a matter of public record, already in Plaintiff's possession, readily accessible to Plaintiff, or otherwise equally or more accessible to Plaintiff than it is to IndyMac.

6. All responses are made by the IndyMac after reasonable inquiry based upon relevant information known or readily obtainable by the IndyMac. IndyMac reserves the right to seasonably supplement, amend, or withdraw each and all of its answers below based upon material information IndyMac learns hereafter through discovery in this action or otherwise.

ANSWERS AND SPECIFIC OBJECTIONS

INTERROGATORY NO. 1

Identify the person answering each of these interrogatories

ANSWER NO. 1

Erica A. Johnson-Seck VP of IndyMac Federal Bank.

INTERROGATORY NO. 2

Since the inception of the mortgage loan, state whether there has been any assignment of the promissory note or mortgage to any other party and, if so, provide:

- a. the identity of the party to whom the mortgage was assigned;
- b. the date of the assignment;
- c. the date on which any assignment of mortgage was recorded with a local register of deeds; and
- d. the deed book reference for each assignment of mortgage.

ANSWER NO. 2

The mortgage was assigned from Mortgage Electronic Registration Systems, Inc. to IndyMac Bank, F.S. B., as Trustee under the pooling and Servicing Agreement Series BSALTA 2006-4 on July 20, 2007 and recorded with the Worcester County Registry of Deeds at Book 42172, Page 22 on 12/10/07. The note was endorsed in blank by IndyMac Bank, F.S.B.

INTERROGATORY NO. 3

State the present physical location of the note or mortgage signed by the Plaintiffs and identify the person or entity holding this note as custodian or trustee.

ANSWER NO. 3

The original note is currently in the possession of IndyMac. The original mortgage is currently in the possession of IndyMac.

INTERROGATORY NO. 4

Identify each and every loan mortgage pool, since the inception of the loan, that the mortgage loan has been made a part of and for each mortgage pool, state:

- a. the deed book or record information for the county land records where the property is located;
- b. the principal balance used by you to determine payment for the mortgage loan;
- c. the percentage paid by you of the principal balance used to determine purchase of the mortgage loan; and
- d. the party who created the asset.

ANSWER NO. 4

The loan is currently held by IndyMac Bank, F.S.B., as Trustee under the pooling and Servicing Agreement Series BSALTA 2006-4. The deed into Richard P. Lotfy is recorded with the Worcester County Registry of Deeds at Book 38967, Page 278.

Objection, the principal balance used by IndyMac to determine payment for the mortgage loan is confusing and irrelevant to this action and would not lead to admissible evidence.

Objection, the percentage paid by IndyMac of the principal balance used to determine the purchase of the mortgage loan is irrelevant to the instant action. Objection, interrogatory 4(c) is unclear and confusing. In addition, it is irrelevant to this action.

INTERROGATORY NO. 5

With respect to the Plaintiff's loan, please state whether a mortgage broker received from you any money, compensation, fee, consideration or any thing of value, including but not limited to a "yield spread premium", "yield spread", "yield differential", "service release premium", "bonus upsell points," and/or "back-end points".

ANSWER NO. 5

Objection. IndyMac does not understand the terms which the Plaintiff is using. There are no definitions provided for these terms. Notwithstanding this objection, the interrogatory is irrelevant to the instant action.

INTERROGATORY NO. 6

Describe the policy, criteria, and underwriting guidelines that the Defendant used during the period beginning January 2000 to the present in determining the terms (including but not limited to the interest rate and prepaid finance charge, discount points, origination fees, broker points, and broker upsell points) of mortgage loans that Defendant made during that period.

ANSWER NO. 6

Objection, IndyMac cannot properly respond to the interrogatory because not all terms used are defined. Notwithstanding this objection IndyMac objects to the interrogatory as being irrelevant to the instant action.

INTERROGATORY NO. 7

Describe the policy, criteria, and underwriting guidelines that Defendant used in determining the terms (including but not limited to the interest rate and prepaid finance charge, discount points, origination fees, broker points, and broker upsell points) of Plaintiffs' mortgage loan with Defendant and the policy, criteria, and underwriting guidelines that Defendant used in determining the terms o Plaintiffs' mortgage loan.

ANSWER NO. 7

Objection, IndyMac cannot properly respond to the interrogatory because not all terms used are defined. Notwithstanding this objection IndyMac objects to the interrogatory as being irrelevant to the instant action.

INTERROGATORY NO. 8

Identify the person who can state whether, at any time before Plaintiff executed the mortgage loan documents, Defendant approved Plaintiffs for a certain interest rate and/or prepaid finance charge; what that interest rate and/or prepaid finance charge was; and if that amount is different from the interest rate and prepaid finance charge actually charged to Plaintiffs on the mortgage loan, and the reason for the difference.

ANSWER NO. 8

Objection, IndyMac cannot properly respond to the interrogatory because not all terms used are defined. Notwithstanding this objection IndyMac objects to the interrogatory as being irrelevant to the instant action.

INTERROGATORY NO. 9

Did the Defendant take into account the Borrower's ability to repay the loan transaction?"
Please provide copies of documents relied on.

ANSWER NO. 9

Objection. The interrogatory is irrelevant to the instant action.

INTERROGATORY NO. 10

State whether you provided Plaintiffs with a copy of the mandated disclosure under the Truth in Lending Act in the manner required by the Truth in Lending Act and, if so, state whether the disclosures were segregated as required by the Truth in Lending Act.

ANSWER NO. 10

Objection. The interrogatory is irrelevant to the instant action.

INTERROGATORY NO. 11

State whether you provided the Plaintiffs with the required disclosures alerting them to the appropriate contract document and clause for information about nonpayment, default, the right to accelerate, and any applicable prepayment penalty.

ANSWER NO. 11

Objection. The interrogatory is irrelevant to the instant action.

INTERROGATORY NO. 12

State whether you have maintained for at least 2 years, evidence of compliance with Regulation Z and the regulations disclosure requirements, as required by Title 12 Code of Federal Regulation, Section 226.25(a).

ANSWER NO. 12

Objection. The interrogatory is irrelevant to the instant action.

INTERROGATORY NO. 13

State whether the originator of the loan or previous servicer of the loan has a warehouse loan agreement or contract with your company and itemize each and every form of compensation, fee, commission, payment, rebate or other financial consideration from your company or any affiliate or your company for handling, processing, originating or administering the loan, if any.

ANSWER NO. 13

Objection. The interrogatory is irrelevant to the instant action.

IndyMac Bank,

By: Quir of Johnson-See

AS TO OBJECTIONS:

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Boston, MA 02108
(617) 502-4100

Dated: January 30, 2009

CERTIFICATE OF SERVICE

I, John T. Precobb, hereby certify that on January 30, 2009, I served a copy of the foregoing by mailing a copy first class mail, postage prepaid to:

Rosaleen J. Clayton
Clayton Law Offices
319A Southbridge St.
Auburn, MA 01501

John T. Precobb