

Home Equity Line of Credit Open-End Agreement

Borrower Name & Address:

Francis Piller
4167 Apple Street
Philadelphia, PA 19127

Co-Borrower Name & Address:

Lender Name & Address:

GMAC Mortgage Corporation DBA ditech.com
3200 Park Center Dr. Suite 150
Costa Mesa, CA 92626

Terms:

Agreement Date:	December 22, 2003
Maturity Date:	11/22/2028
Credit Limit:	\$36,000.00
Loan Number:	000654809232
Initial Rate:	4.000 %
Draw Period:	180 Months
Repayment Period:	120 Months
Annual Fee:	N/A

1. COLLATERAL. This Equity Line of Credit is secured, via a separate security instrument (mortgage or deed of trust), by the Subject Property which is more commonly known as:

4167 Apple Street
Philadelphia, PA 19127

2. DEFINITIONS. The following terms, as used in this Agreement, have the following meanings:
Agreement. Agreement refers to this Home Equity Line of Credit Agreement, and any extensions, renewals, modifications and substitutions of it.

Billing Cycle. Billing Cycle means the interval between the days or dates of regular periodic statements. My Billing Cycle is monthly. My Billing Cycle ends monthly and my payments will be due monthly on the 20th of each month no less than 30 days following the agreement date.

Credit Limit. Credit Limit means the maximum amount of the principal you will permit me to owe you under this Line of Credit, at any one time.

Line of Credit. Line of Credit refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Agreement.

Loan Account Balance. Loan Account Balance means the sum of the unpaid principal balance advanced under the terms of this Agreement plus finance charges consisting of accrued interest and certain fees and charges plus credit insurance premiums that are due plus other amounts advanced to me or others under the terms of this Agreement.

Pronouns. The pronouns "I", "me", "us" and "my" refer to all Borrowers signing this Agreement, individually and together. "You" and "your" refer to the Lender, any participants, successors and assigns, or any person or company that acquires an interest in the Line of Credit.

Interpretation. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

Subject Property. Subject Property means any real property that secures my performance of the obligations of this Line of Credit.

Additional Terms. Additional terms are defined and capitalized throughout this Home Equity Line of Credit Agreement.

3. APPLICABLE LAWS. This Agreement is governed by the laws of Pennsylvania, the United States of America, and, to the extent required, by the laws of the jurisdiction where the subject property is located.

4. TAX IMPLICATIONS. I understand that I should consult with a tax advisor or tax attorney regarding the deductibility of interest and charges under this Home Equity Line of Credit.

5. INSURANCE.

Property Insurance. I understand that I am required to insure or retain insurance coverage on the Subject Property and abide by the insurance requirements of the security instrument that secures this Home Equity Line of Credit.

Insurance Warranties. I agree to purchase any insurance coverage that is required, in the amounts you require, as described in this or any other documents that I sign for this Home Equity Line of Credit. I will provide you with continuing proof of coverage. I will buy or provide insurance from a firm licensed to do business in the state where the Subject Property is located, and I understand that said firm must be reasonably acceptable to you. I will have the insurance company name you as loss payee on any insurance policy. You will apply the insurance proceeds toward what I owe you on the outstanding balance. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will keep the insurance until all debts secured by this Agreement are paid in full.

Prepayment. If I prepay in full or if I default and you demand payment of the unpaid balance, I may be entitled to a partial refund credit of any prepaid, unearned insurance premiums. This refund may be obtained from you or from the insurance company named in my policy or certificate of insurance.

6. FEES AND CHARGES.

In addition to the interest portion of the Finance Charge, I agree to pay these additional fees and charges as set forth in Exhibit A.

Annual Fee. The annual fee will be billed on the first anniversary of this Agreement and is non-refundable. The annual fee will be billed to us each year in the same month this Agreement is signed.

7. PROMISE TO PAY. For valued received, I promise to pay to you or your order, at your address, or at such other location as you may designate, the principal amount of \$ **36,000.00** (Credit Limit), or so much of the Credit Limit as may be advanced from time to time under the terms of this Agreement, plus costs, expenses and interest accruing as described in this Agreement until this Agreement matures or this obligation is accelerated.

A. Agreement Term. The Draw Period is a period during the term of this Agreement when I may request advances. I will also make payments on the Loan Account Balance during the Draw Period. The Repayment Period is the period during which I must repay the outstanding Loan Account Balance, but may not request further advances. Periodic minimum payments are required during the entire term of this Agreement.

The Draw Period is **180** months, beginning on the date of this Agreement and lasting until **November 22, 2018**. The Repayment Period will then continue for **120** months from that date and lasting until **11/22/2028** (Maturity Date). I may request to renew this Line of Credit at that time.

Except where otherwise indicated, the regulatory disclosures contained in this Agreement apply to both the Draw Period and the Repayment Period.

B. Advances Subsequent to My Initial Advance (If Applicable).

I can request advances by the following methods:

- (1) I write a check or a share draft.
- C. Advance Limitations.** Requests for, and access to, advances are subject to the following limitations.
 1. Initial Advance. After my right to rescind this contract ends I will receive an Initial Advance of \$ **36,000.00** and/or have the right to use my account.
 2. Minimum Advance. I will only request advances that equal, or exceed \$100.00 (Minimum Advance).
 3. Advance Amount. When I request an advance, you will, subject to the limitations contained in this Agreement, advance exactly the amount that I request, so long as the requested amount equals or exceeds the Minimum Advance amount. You will make the advance by one of the methods described in the Advances section. You will record the amount as an advance and increase my Loan Account Balance.
 4. If my request is for less than the Minimum Advance amount, you may, at your option, grant the request; however, granting the request does not mean you will be required to grant requests for less than the Minimum Advance amount in the future. You always have the option to deny any such request.
 5. Credit Limit. I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan Account Balance to be greater than my Credit Limit. You may, at your option, grant such a request without obligating yourselves to do so in the future.
- D. Purpose of Advances.** I agree that all advances made under this Line of Credit are for the same purpose I originally stated on the application
- 8. COMPUTATION OF FINANCE CHARGES.** Finance charges begin to accrue immediately when you make an advance to me. To figure the finance charge for a Billing Cycle, a daily periodic rate is multiplied by the principal amount of my Loan Account Balance each day. To determine the Principal Balance for each day, you first take my Loan Account Balance at the beginning of each day and subtract any unpaid finance charges and credit insurance premiums (if any) that are due. Next, you subtract the portion of any payments or credits received that day which apply to the repayment of my debt (a portion of each payment that I make is applied to finance charges and credit insurance premiums, if any). Then you add any new advances made that day. The final figure is the Principal Balance.

A. Periodic Rate and Annual Percentage Rate. The periodic rate used in calculating the **FINANCE CHARGE** is **0.010959** percent per period, which corresponds to an **ANNUAL PERCENTAGE RATE** of **4.000** percent 

B. Variable Rate. The **ANNUAL PERCENTAGE RATE** may change. It will always be the value of the Index which is described as the highest base rate on corporate loans posted by at least 75% of the nation's 30 largest banks that the Wall Street Journal publishes as the Prime Rate, plus a margin of **2.750** percentage points. This rate will be rounded to the nearest .001 percent. The **ANNUAL PERCENTAGE RATE** may increase if the Index rate increases. An Index rate increase will result in an increase in the interest portion of the finance charge and it may have the effect of increasing my periodic Minimum Payment. A decrease in the Index rate will have the opposite effect of an increase.

An Index rate increase or decrease will take effect on the first day of the billing cycle. The **ANNUAL PERCENTAGE RATE** can increase or decrease monthly, after remaining fixed for one month. If the Index rate changes more frequently than the **ANNUAL PERCENTAGE RATE**, you will use the Index rate in effect on the day that you adjust the **ANNUAL PERCENTAGE RATE** to determine the new **ANNUAL PERCENTAGE RATE**. In such a case, you will ignore any changes in the Index rate that occur between **ANNUAL PERCENTAGE RATE** adjustments.

C. Rate Change Limitations. **ANNUAL PERCENTAGE RATE** changes are subject to the following limitations:

- (1) There is no limit on the amount by which the annual percentage rate can change in any one period.
- (2) The maximum **ANNUAL PERCENTAGE RATE** that can apply during the term of this Line of Credit is 18 percent, or the maximum annual percentage rate allowed by applicable law, whichever is less.

D. Discounted Rate. The stated rate reflects a discount equal to **2.750** percentage points of the corresponding **ANNUAL PERCENTAGE RATE**. This Discounted Rate will be in effect until **MAR 21, 2004** (90 days from the date of this Agreement). At that time, the rate will be subject to further adjustments and limitations, and produce the effects described above. If this rate was based on the actual rate, the periodic rate used in calculating the **FINANCE CHARGE** would be **0.018493** percent per period, which corresponds to an **ANNUAL PERCENTAGE RATE** of **6.750** percent per annum.

9. PAYMENTS.

A. Payment Date. During the term of this Agreement, a Minimum Payment will be due by the Payment Date for any Billing Cycle in which there is an outstanding balance on my account. My Minimum Payments will be due monthly on the 20th of each month no less than 30 days following the agreement date.

B. Payment Amount. On or before each Payment Date, I agree to make a payment of at least the Minimum Payment amount. During the Draw Period, a Minimum Payment will equal the amount of any credit insurance premiums that are due; earned fees and charges; and the amount of accrued interest on the last day of the billing cycle or \$100.00 or 1.000 percent of the Loan Account Balance (Principal plus interest), whichever is greatest. This amount will be rounded up to the nearest \$0.01.

During the Repayment Period, a Minimum Payment will equal the amount of any credit insurance premiums that are due; earned fees and charges; and the amount of accrued interest on the last day of the billing cycle plus 0.8333 percent of the Principal at the end of the Draw Period. This amount will be rounded up to the nearest \$0.01.

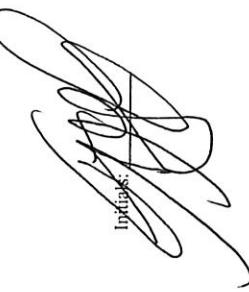
C. Principal Reduction. The Minimum Payments may not fully repay the Principal Balance outstanding on my Loan Account Balance.

D. Final Payment. At maturity, I may have to repay the entire outstanding Loan Account Balance in a single payment. At that time you may, but are not obligated to, refinance this Line of Credit. If you do refinance this Line of Credit at maturity, I understand that I may have to pay some or all of the closing costs normally associated with a new loan.

E. Additional Payment Terms. If my Loan Account Balance on a payment date is less than the Minimum Payment amount, I must pay only the Loan Account Balance. If I fail to make a payment, you may, but are not required to, advance money to me to make the payment. All the terms of this Agreement would apply to such an advance. I can pay off all or part of what I owe at any time. However, so long as I owe any amount I must continue to make my periodic Minimum Payment. The amounts I pay will be applied first to any charges I owe other than principal and finance charges (e.g., credit insurance premiums), then to any finance charges that are due, and finally to principal.

F. Negative Amortization. In the event that the Minimum Payment in the Payment Amount section does not equal or exceed the amount of any credit insurance premiums and accrued or earned finance charges, the unpaid portion will be carried over to subsequent billing periods and payments made for those periods will first be applied to the carryover amount, then to the current Billing Cycle fees, charges and principal. This is called negative amortization. Negative amortization will increase the amount that I owe you and reduce the equity in my home.

10. PERIODIC STATEMENTS. If I have an outstanding balance on my account or have any account activity, you will send me a periodic statement at the end of each Billing Cycle. This periodic statement will reflect, among other things, credit advances, finance charges, other charges, payments made, other credits, my previous account balance, and my new account balance. The periodic statement will also identify my Minimum Payment for the cycle and the date that it is due (Payment Date).


Initials:

11. CHANGING THE TERMS OF THIS AGREEMENT. I understand that you reserve the right to change the terms of this Agreement upon proper notice. A change will be effective fifteen (15) days after you send written notice of a change to me. I agree to the changes listed here.

- A. You may make changes that I agree to in writing.
- B. You may make changes that unequivocally benefit me.
- C. You may make changes to insignificant terms of this Agreement.
- D. You may change the Index and Margin if the original Index becomes unavailable. Any new index must have a historical movement similar to the original and, together with the margin, produce a similar interest rate.

I also agree to the additional changes you may make as described elsewhere in this Agreement. So that you may send any notice of a change in terms to me, I agree to inform you of any change in my address.

12. AMENDMENT, INTEGRATION AND SEVERABILITY. This Agreement may not be amended or modified by oral agreement. No amendment or modification of this Agreement is effective unless made in writing and executed by you and me. This Agreement is the complete and final expression of the agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

13. DEFAULT. I will be in default if any of the following occur:

- A. Fraud. I engage in fraud or material misrepresentation in connection with this Line of Credit.
- B. Payments. I fail to make a payment as required by this Agreement.
- C. Property. My action or inaction adversely affects the Property or your rights in the Property.

14. LATE CHARGES. If a payment is more than **15** days late, I will be charged the lesser of \$ **20** or **5** percent of the Unpaid Portion of Payment. I will pay this late charge promptly but only once for each late payment. Under no circumstance, will the amount of the late charge exceed the amount permitted by applicable laws in the state where the Subject Property is located.

15. SUSPENSION OF CREDIT AND REDUCTION OF CREDIT LIMIT. You may temporarily prohibit me from obtaining additional advances, or reduce the amount of my credit limit if:

- A. The value of the Property securing this Line of Credit declines significantly below its appraised value for purposes of this Line of Credit;
- B. You reasonably believe that I will not be able to meet the repayment requirements due to a material change in my financial circumstances;
- C. I am in default of a material obligation of this Agreement or any instrument securing this Agreement, which shall include the events of default set forth in Paragraph 13 and my ongoing obligation to supply you with information you feel you need to assess my financial condition;
- D. A governmental action prevents you from imposing the annual percentage rate provided for in this Agreement;
- E. The action of a governmental body adversely affects your security interest to the extent that the value of the security interest is less than 120 percent of my Credit Limit; or
- F. A regulatory agency has notified you that continued advances would constitute an unsafe and unsound practice.

In the event that you suspend my right to additional advances or reduce my Credit Limit, you will send me notice of your decision at the Subject Property address listed within this Agreement. I will inform you of any change in my address. If you have based your decision to suspend or reduce my credit privileges on an assessment of my financial condition or performance under this Line of Credit, and I believe that my situation has changed, I must request that you re-evaluate my situation, and reinstate my credit privileges. My request will be in writing and will explain why I believe you should reinstate my privileges.

16. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentation for payment, demand, notice of acceleration, notice of intent to accelerate, and notice of dishonor.

A. Additional Waivers by Borrower. In addition, I, and any party to this Agreement and Line of Credit, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Agreement.

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- (1) You may renew or extend payments on this Agreement, regardless of the number of such renewals or extensions.
- (2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.
- (3) You may release, substitute or impair any Property securing this Agreement.
- (4) You, or any institution participating in this Agreement, may invoke your right of set-off.
- (5) You may enter into any sales, repurchases or participations of this Agreement to any person in any amounts and I waive notice of such sales, repurchases or participations.
- (6) I agree that any of us signing this Agreement as a Borrower is authorized to modify the terms of this Agreement or any instrument securing, guaranteeing or relating to this Agreement.
- (7) I waive my right to the benefit of exemption as to my property securing, or to secure, this Line of Credit.

B. No Waiver by Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Agreement, or other Line of Credit documents, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

17. REMEDIES. After I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following:

- A. Termination & Acceleration.** You may terminate this Line of Credit and notify me that all or any part of the amount owing by the terms of this Agreement is immediately due.
- B. Advances.** You may temporarily or permanently prohibit any additional advances on the Line of Credit.
- C. Credit Limit.** You may temporarily or permanently reduce the Credit Limit.
- D. Additional Security.** You may demand security, additional security, or additional parties to be obligated to pay this Agreement.
- E. Sources.** You may use any and all remedies you have under state or federal law or in any instrument securing this Agreement.
- F. Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on my default.

G. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Agreement, and accrue interest at the highest post-maturity interest rate.

H. Attachment. You may attach or garnish my wages or earnings.

I. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use any specific remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or re-occurs.

18. WARRANTIES AND REPRESENTATIONS. I have the right and authority to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing me or to which I am a party.

19. TERMINATION OF ACCOUNT. Either party may terminate this Line of Credit. I may terminate this Line of Credit and cancel this Agreement at any time upon written notice to you. If you terminate this Line of Credit as provided for in this Agreement, you will send me notice of termination at my last address known to you. Termination will not affect my obligation to repay advances made prior to the termination, nor will it alter my duties to perform under the terms of an instrument securing this Agreement until such instrument is released.

20. DEFAULT - COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. If this debt is collected by, or through, an attorney after maturity, I agree to pay 15 percent of the Principal and interest owing as attorneys' fees. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for under the terms of this Agreement. All fees and expenses will be secured by the Subject Property that I have granted to you. To the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

21. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay this Line of Credit is independent of the obligation of any other person who has also agreed to pay it. You may sue me individually; or sue anyone else who is obligated on this Line of Credit; or sue any number of us together, to collect this Line of Credit. Extending this Line of Credit, or new obligations under this Line of Credit, will not affect my duty under this Line of Credit and I will still be obligated to pay this Line of Credit. The duties and benefits of this Line of Credit will bind and benefit the successors and assigns of you and me.

22. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed within this Agreement, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or other information that you request. All financial statements and information that I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on the Subject Property. I agree to provide all financial statements and other requested information in a timely manner.

23. CREDIT INFORMATION. I agree that from time to time you may obtain credit information about me from others, including other lenders and credit reporting agencies, and report to others (such as a credit reporting agency) your credit experience with me. I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

Further, I agree to supply you with whatever information you reasonably feel you need to decide whether to continue this Line of Credit. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

24. ARBITRATION.

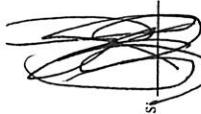
THIS ACCOUNT PROVIDES THAT EXCEPT AS DETAILED IN THIS PARAGRAPH ALL CLAIMS (AS DEFINED BELOW) WILL BE RESOLVED BY BINDING ARBITRATION. BY SIGNING THIS AGREEMENT, THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT TO LITIGATE THE CLAIM IN COURT, PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OR CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION OR HAVE A JURY TRIAL FOR CLAIMS THAT ARE SUBJECT TO ARBITRATION.

(A) AGREEMENT TO ARBITRATE CLAIMS. Any claim, dispute, or controversy (collectively "Claim") between you and us (except those listed below in Paragraph 24(B) including but not limited to those arising out of this Account, my application, advertisements, servicing and collection of this Account, any outstanding balance, insurance products or services, as well as any other disclosure or document related to this account and agreement shall exclusively be resolved by **BINDING ARBITRATION** by an arbitrator of the American Arbitration Association ("AAA") in accordance with (1) the Federal Arbitration Act; (2) the Expedited Procedures of the Commercial Rules of the AAA and the AAA Supplementary Procedures for Consumer Related Disputes and (3) this Paragraph. The term Claim shall be given the broadest possible meaning. The terms of this Paragraph shall control any inconsistency between the arbitration rules and this Paragraph. I may obtain a copy of the arbitration rules by writing the AAA at American Arbitration Association 335 Madison Avenue 10th Floor New York, NY 10017-4605. An Action to compel arbitration may be brought at any time even after a Claim has been commenced or raised in a court of law or equity or the Agreement has been paid in full. At my written request you will pay all my fees up to \$1,000 for the AAA's cost of the arbitration of the Claim. If the cost of the AAA arbitration exceeds \$1,000 the parties will share the excess cost equally unless otherwise ordered by the AAA because my costs in pursuing the arbitration would be prohibitive. Unless inconsistent with applicable law each party shall pay his/her own attorney, expert and witness fees and expenses.

(B) CLAIMS EXCLUDED FROM JURISDICTION. The following actions shall not be subject to arbitration: any action to obtain possession of the property securing the Account; any action for prejudgment injunctive relief or appointment or receiver(s) unless for these actions the AAA can provide the same relief as a court. In addition, you agree that you will not require me to arbitrate an individual Claim brought against you in small claims court or my equivalent state court, if any; however, if that Claim is transferred or appealed to a different court, you reserve the right to require arbitration under this Paragraph.

(C) JUDGEMENT and ADDITIONAL TERMS. An arbitration award shall be final and may be entered as a judgement in any court having jurisdiction, except that if the amount in controversy exceeds \$10,000 either party may appeal the arbitrator's award to a three-arbitrator panel of the AAA which shall re-consider de novo any aspect of the initial award. The costs of such appeal will be borne by the appealing party regardless of the outcome of the appeal. I agree that any arbitration proceeding will only consider my Claims. Claims by or on behalf of other borrowers, co-borrowers, co-signers, sureties or applicants will not be arbitrated in any proceeding that is considering my claim.

This Paragraph shall survive any termination of this Agreement or the Security Instrument including but not limited to repayments of amounts owed on this Agreement and an event of default. If any portion of this arbitration provision is deemed invalid or unenforceable, this shall not invalidate the remaining portions of the arbitration provision or this Agreement.



YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Reporting Act.

Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

Your name and account number.

The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Notice to Borrower

You have the right to be represented by an attorney of your own choosing, at your cost at the time this Agreement is signed.

Read the entire Agreement before you sign.

You are entitled to a copy of this Agreement.

You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with the law.

Do not sign the Agreement if it contains blank spaces. All spaces should be completed before you sign.

This Loan Agreement is secured by a secondary mortgage on your real property. Default in the payment of this loan may result in loss of the property securing this loan.

SIGNATURES. By signing, I agree to the terms contained in this Agreement. I also acknowledge receipt of a copy of this Agreement.

BORROWER:


Francis Piller

PAY TO THE ORDER OF


WITHOUT RECOGNISE
GMAC MORTGAGE CORPORATION,
DBA ditech.com

LENDER:


Jane Gibb
(Authorized Signature)

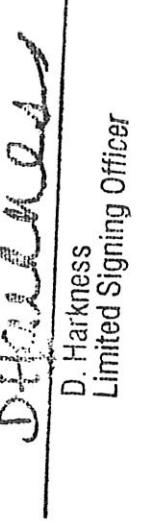

D. Harkness
Limited Signing Officer

Exhibit A

000654809232

This Exhibit A is a part of and supplements your Home Equity Line of Credit Open-End Agreement ("Agreement").

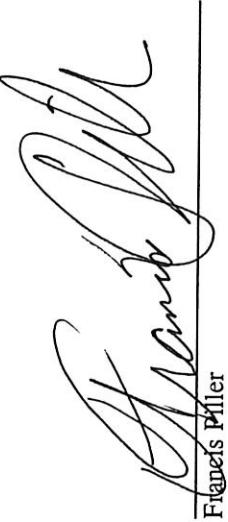
FEES AND CHARGES. In addition to the Finance Charge I agree to pay these additional fees and charges:

Loan Origination Fee	\$	_____
Loan Discount	\$	_____
Processing Fee	\$	_____
Application Fee	\$	_____
Credit Report Fee	\$	_____
Abstract or Title Search	\$	_____
Title Examination	\$	_____
Recording Fees	\$	51.50
City/County Tax Stamps	\$	_____
State Tax Stamps	\$	_____
Mortgage Tax	\$	_____
State/Intangible Tax	\$	_____
Administration Fee	\$	_____
Title Insurance	\$	_____
Title Insurance (Lender Coverage)	\$	_____
Title Insurance (Owner Coverage)	\$	_____
Title Insurance Binder	\$	_____
Discount Points (Margin Buydown)	\$	_____
 Total	\$	51.50

Any amount listed for Discount Points, Loan Origination Fee, Loan Discount, Processing Fee, Application Fee and Administration Fee constitute a FINANCE CHARGE.

If no amounts are listed above, then no additional fees and charges apply.

By signing this Exhibit A, I agree to repay the amounts set in this Exhibit A according to the terms and conditions set forth in Agreement.



Francis Miller

Date

Date

Date

GMAC#: 8127165798
COL ID#: 17863999

ALLONGE

This endorsement is a permanent part of the Note in the amount of \$ 36,000.00

BORROWER: FRANCIS PILLER
PROPERTY: 4167 APPLE STREET
PHILADELPHIA, PA 19127

PAY TO THE ORDER OF:

Summit Real Estate Partners L.P

WITHOUT RECOURSE

GMAC MORTGAGE CORPORATION DBA DITECH.COM



Signor: Tamika Johnson
Title: Authorized Officer



ALLONGE TO THE NOTE

LOAN #: 1006344978A
Previous Loan #:
Borrower: FRANCIS PILLER
Date of Note: 12/22/2003
Loan Amount: \$36,000.00
Property Address: 4167 APPLE STREET, PHILADELPHIA, PA 19127

For value received, I hereby transfer, endorse and assign the within Note and Deed of Trust / Mortgage securing the same, so far as the same pertains to said Note.

Pay to the order of: SRP 2013-4, LLC , Without Recourse

SUMMIT REAL ESTATE PARTNERS, LP

Signature: *Craig Shawles*
Printed Name: *Craig Shawles*
Title: (Print Name) *Craig Shawles* Title: *Authorized Officer*