IN THE SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION-GENERAL EQUITY PART
MERCER COUNTY

FILED
JUL 28 2011
SUPERIOR COURT
CLERK'S OFFICE

IN THE MATTER OF RESIDENTIAL MORTGAGE FORECLOSURE PLEADING AND DOCUMENT IRREGULARITIES	))))	DOCKET NO. F-059553-10

SUPPLEMENTAL AFFIDAVIT OF DAVID CUNNINGHAM

1. My name is David Cunningham. I am over 21 years of age, am of sound mind, and am competent to make this declaration. This supplemental affidavit is based upon my personal knowledge, as more fully set forth below.

2. I am currently the Default Director-Foreclosure of GMAC Mortgage, LLC ("GMACM") I have worked with GMACM for 9 years and have been in my current position since June 2007 In my role as Default Director-Foreclosure, I supervise a team of more than 120 individuals, who are dedicated to GMACM's foreclosure process.

Scope of Application of Policies and Procedures to Loans Serviced by GMACM

3. GMACM's remedial efforts as described in its submissions are applied to every case where GMACM acts as servicer. This includes those loans for which GMACM is servicing as a "sub-servicer".

GMACM's Servicing Authority

4 With respect to any specific mortgagee, GMACM acts pursuant to its authority as noteholder or mortgagee, or where it acts as the noteholder or mortgagee's servicing agent, pursuant to its contractual authority as negotiated with the relevant noteholder and/or mortgagee That authority is provided under an agreement referred to as either a Servicing Agreement or Pooling and Servicing Agreement between GMACM and investors. In addition to the

representative samples of such agreements previously submitted, attached as **Exhibit 1** to my affidavit is a Servicing Agreement between GMACM and Ally Bank, which should be considered a supplement to that exhibit I am familiar with the document so attached and it is a true and correct copy of such an agreement.

5 It is also common for GMACM to service loans pursuant to an agreement with Government Sponsored Enterprises ("GSEs") such as the Federal National Mortgage Association ("FNMA" or "Fannie Mae") and the Federal Home Loan Mortgage Corporation ("FHLMC" or "Freddie Mac"). GMACM's rights, obligations, and authority as servicing agent for such GSE's are established by the applicable servicing guidelines for each. Those guidelines are uniform and may be found at http://www.allregs.com A copy of GMACM's agreement with FNMA is attached hereto as Exhibit **1-A**. I am familiar with the document so attached and it is a true and correct copy of such an agreement. I am also familiar with the servicing guidelines referenced therein as they are relied upon by GMACM.

6. GMACM also services some loans through a "private-label" agreement whereby GMACM services the loans while allowing the other party to the contract to hold itself out as the servicer of those loans. A representative sample of such an agreement is attached hereto as **Exhibit 1-B**. I am familiar with the document so attached and it is a true and correct copy of such an agreement.

Correction of Erroneous Certifications or Affidavits

7. When a certification requires correction, it is returned unexecuted to the foreclosure attorney with a request that the attorney make revisions to the document. The necessary corrections are specifically explained to the foreclosure attorney, who is expected to

make those corrections and return the certification. The process described in this affidavit is then repeated and the certification is again reviewed for accuracy.

8. Once the certification is ready for execution, the GMACM employee executes it in accordance with the company's policies and procedures. GMACM does not now nor has it ever utilized third-party document-execution services such as those provided by LPS or any other third party.

How GMACM Will Approach Future Foreclosures in New Jersey

6. In light of recent orders and rules released by the New Jersey Judiciary, GMACM has also been preparing procedures to be implemented once the Judiciary authorizes GMACM to recommence foreclosure proceedings.

7 GMACM's policies and procedures related to document execution encourgage meaningful contact between its employees and GMACM's foreclosure counsel. Under GMACM's revised policies and procedures, it is anticipated the process described above will include the following: First, at each stage of the foreclosure process, GMACM will comply with requests from foreclosure counsel to assist him or her in the preparation of all documents to be executed by GMACM as well as the required certification of diligent inquiry and, later, the affidavit of diligent inquiry That will include direct contact through LPS intercom, email, or telephone contact where appropriate Second, GMACM employees will expand their training and procedures the information now required to be included in documents submitted to them for review and execution in New Jersey, in order to verify that all required information is provided. In each instance, the employee will communicate with the requesting counsel to assure him or her of the proper review of the document submitted.

I declare under penalty of perjury the foregoing is true and correct. Executed on July 22, 2011

David Cunningham

COMMONWEALTH OF PENNSYLVANIA)
MONTGOMERY COUNTY)

Before me, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared David Cunningham who being duly sworn, deposes and says under oath, that he has knowledge of the facts stated in the above Affidavit and that same are true and correct.

Sworn to and subscribed before me on this the 22nd day of July, 2011.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
John J. Castagna, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Feb. 25, 2014
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Notary Public
My Commission Expires: 2-25-14

BRADLEY ARANT BOULT CUMMINGS, LLP
One Federal Place
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Birmingham, Alabama 35203
(205) 521-8000 (Phone)
(205) 521-8800 (Facsimile)
Attorneys for Respondent GMAC Mortgage, LLC

IN THE MATTER OF RESIDENTIAL MORTGAGE FORECLOSURE PLEADING AND DOCUMENT IRREGULARITIES	SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION GENERAL EQUITY PART MERCER COUNTY DOCKET NO.: F-59553-10 **CERTIFICATION OF FACSIMILE SIGNATURE PURSUANT TO RULE 1:4-4(c)**

Robert Maddox certifies as follows:

1. I am an attorney at law licensed to practice in the State of New Jersey *pro hac vice* in the above-referenced matter. I am also a shareholder in the law firm of Bradley Arant Boult Cummings LLP in Birmingham, Alabama. My firm serves as counsel for GMAC Mortgage, LLC ("GMACM").

2. Pursuant to Rule 1:4-4(c), I hereby certify that David Cunningham, the affiant of the accompanying Affidavit of David Cunningham, acknowledged the genuineness of his signature on that document and sent it to me electronically.

3. The original of the Affidavit of David Cunningham containing Mr. Cunningham's original signature will be filed if requested by the Court or a party.

I certify that the foregoing statements by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated July 22, 2011

Robert Maddox

Robert Maddox

BRADLEY ARANT BOULT CUMMINGS LLP

F. Wendell Allen
Direct (205) 521-8282
Fax (205) 488-6282
wallen@babc.com

July 22, 2011

Honorable Richard Williams, J.A.D., ret.
Atlantic City Civil Courthouse
1201 Bacharach Boulevard
Atlantic City, New Jersey 08401

RE: ***In the Matter of Residential Mortgage Foreclosure Pleading and Document Irregularities***
Docket No F-59553-10

Dear Judge Williams:

On behalf of GMAC Mortgage, LLC ("GMACM"), please find enclosed additional original and supplemental affidavits regarding GMACM's practices. In addition, please find additional exhibits comprising (1) an exemplar Servicing Agreement with Ally Bank, (2) an exemplar Purchasing and Servicing Agreement with USAA Federal Savings Bank, and (3) an exemplar Mortgage Selling and Servicing Contract with the Federal National Mortgage Association ("FNMA" or "Fannie Mae"). As shown within the body of each, those agreements authorize GMACM to act as agent for investors and/or to service loans Additionally, we have also enclosed Supplemental Affidavits of David Cunningham and Mary Morris, as well as additional affidavits from Amy Fleitas, Sewit Bocresion and Mary Ingamells, all of which are submitted in furtherance of GMACM's *Prima Facie* showing.

In addition, GMACM wishes to clarify one statement made in the previously-submitted affidavit of Hilary Freeburg which pertains to quality assurance. In paragraph 4 of that affidavit, Ms. Freeburg recited GMACM's quality-assurance goal of sampling "at least 25 affidavits/certifications per month, which should be at least 10% of the total affidavits/certifications sampled per day." To clarify this issue, please find enclosed a revised version of GMACM's Exhibit C1 which also discusses this goal GMACM's goal is to audit approximately 10% of affidavits executed by the company, which may be accomplished by each QA agent reviewing 25 or more affidavits or certifications per month.

Should Your Honor wish to receive additional details or to discuss any of these matters further information, please do not hesitate to contact us.

Respectfully submitted,

F. Wendell Allen

FWA/jmh

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Cc. Acting Superior Court Clerk c/o Kevin Wolfe, Esq
Edward Dauber, Esq.
Robert M Maddox, Esq.
Ian S. Marx, Esq.

Encl. Supplemental Affidavit of Dave Cunningham
Supplemental Affidavit of Mary Morris
Affidavit of Amy Fleitas
Affidavit of Sewit Bocresion
Affidavit of Mary Ingamells
Servicing Agreement between GMACM and GMAC Bank (n/k/a Ally Bank)
Mortgage Purchasing and Servicing Agreement between GMACM and USAA FSB
Mortgage Selling and Servicing Contract between GMACM and Fannie Mae
Revised Exhibit C1 - Quality Assurance

SUPPLEMENT TO EXHIBIT 1

50210

SERVICING AGREEMENT

between

GMAC MORTGAGE CORPORATION

and

GMAC BANK

09/06/01

SERVICING AGREEMENT

THIS AGREEMENT is made as of the 21st day of August 2001, by and between GMAC MORTGAGE CORPORATION, a Pennsylvania corporation with offices at 100 Witmer Road, Horsham, Pennsylvania 19044 (hereinafter referred to as "GMACM") and GMAC BANK, a federal savings bank with its principal office at 3710 Kennett Pike, Greenville, Delaware 19807 ("the Bank").

Explanatory Statement

A GMACM is in the business of servicing residential mortgages including home equity loans and lines of credit, and providing other related services

B The Bank is an affiliate of GMACM and a federal savings bank

C The Bank and GMACM desire to enter into a formal arrangement for the servicing by GMACM of certain residential mortgages, home equity loans and lines of credit (the "Loans") held by the Bank, as may be designated from time to time, upon the terms and conditions set forth below

D It is the intent of the Bank and GMACM that this Agreement comply with requirements of Sections 23A and 23B of the Federal Reserve Act and with the applicable provisions of the Home Owners Loan Act (Section 11) and the implementing OTS regulations

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

ARTICLE 1
DEFINITIONS

Whenever used in this Agreement, the following capitalized terms, whether in the singular or plural, shall have the following meanings

Affiliate With respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or under common control with, such Person "Control" means the power to direct the management and policies of a Person or entity, directly or indirectly, whether through ownership of voting securities, by contract or otherwise, and "controlling" and "controlled" shall have meanings correlative to the foregoing

Agreement This Servicing Agreement, as the same may be amended modified or supplemented from time to time pursuant to the applicable provisions hereof.

Annual Fee The annual fee, if any, to be charged to a Borrower for a Loan as required by the Bank

Bank Funding Report This term shall have the meaning assigned to it in Section 4 2

Bank Servicing Guide(s) The GMAC Bank Servicing Guide(s) attached hereto as EXHIBIT D, as may be amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement

Banking Day. Any day other than a Saturday or Sunday or any other day on which the Bank is officially closed or which national banks in Delaware or Pennsylvania are authorized or obligated to remain closed

Base Fee The applicable amount designated on EXHIBIT A as the Base Fee

Borrower An individual or entity having an outstanding Loan

Borrower Agreement With respect to each Loan the agreement between the Borrower and the originator of the Loan setting forth the terms of that Loan

Borrower Check A draft drawn on the clearing account maintained at the Clearing Bank and used by a Borrower as a means for drawing down funds on a Loan

Borrower Statement A periodic account statement to be provided to a Borrower in accordance with the Borrower Agreement containing such information concerning the Loan as is provided to a Borrower pursuant to the Bank Servicing Guide

Borrowing Limit The maximum amount that may be drawn down under a Loan

Bulk Purchase A group of 200 or more Loans purchased by Bank from a single Vendor and submitted for servicing to GMACM on a single day

Clearing Bank This term shall have the meaning assigned to it in Section 2 4

Closed Loan Data File: With respect to each Loan, an electronic data file produced by Bank pursuant to Section 6 2 which is used to enable GMACM to set up each Loan on the Computer System

Commencement Date The date first set forth above as being the date of this Agreement

Computer System The computer system, comprising both computer hardware and software, utilized by GMACM in connection with the services performed by GMACM

Credit Card: Any card, plate or other credit device that may be used from time to time by a Borrower as a means of drawing down funds on a revolving line of credit Loan

Credit Card Addendum This term shall have the meaning assigned to it in Section 2 4

Credit Line Decrease A decrease in the Borrowing Limit with respect to a revolving line of credit Loan

Credit Line Increase: An increase in the Borrowing Limit with respect to a revolving line of credit Loan

Credit Line Increase Fee This term shall have the meaning assigned to it in Section 2 16

Credit Line Increase Request A written request received from a Borrower for Credit Line Increase

Default A circumstance described in Article 8

Early Termination This term shall have the meaning assigned to it in Section 9 2

Expense Statement This term shall have the meaning assigned to it in Section 3 4 and 3 6

Expenses This term shall have the meaning assigned to it in Section 3 5

Financial Review This term shall have the meaning assigned to it in Section 2 4

Foreclosure Fees. With respect to each Loan to which GMACM initiates a foreclosure proceeding hereunder (which shall not include merely sending a notice of intent to foreclose without actually initiating a foreclosure proceeding), the fee GMACM shall be entitled to receive pursuant to Section 3 5

Hazard Insurance Policy A casualty insurance policy insuring a Mortgaged Property

Implementation Fee The Fee GMACM will be paid to cause development of equipment, software, conversion and operational systems to support Bank's home equity as set forth in Section 3 1 and EXHIBIT A

Initial Collection Period This term shall have the meaning assigned to it in Section 2.8

Issuing Bank The Bank that will issue credit card as an access device for HELOC's

Late Fees With respect to any Loan, all late fees that the Borrower is obligated to pay under the Borrower Agreement on account of delinquent payments thereunder.

Loan Any revolving line of credit or closed end loan, secured by a lien on a one-to-four family residential real property, purchased or originated by the Bank and serviced by GMACM pursuant to this Agreement, whether or not in the case of a home equity line of credit, money has been drawn down.

Mortgage The Mortgage, deed of trust or other security instrument which creates lien on a Mortgaged Property to secure the repayment of a Loan

Mortgage Release A document evidencing full release of a Mortgage

Mortgaged Property· The one-to-four family residential real property, including land and the improvements thereon, which is subject to the lien of a Mortgage

Note The promissory Note, Loan agreement, credit line agreement or other instrument which evidences the indebtedness of a Borrower under a Loan

Partial Calendar Month This term shall have the meaning assigned to it in Section 3.3

Partial Mortgage Release: A document evidencing release of a Mortgage with respect to a portion of the Mortgaged Property

Partial Mortgage Release Request: A written request received by GMACM from a Borrower for a Partial Mortgage Release

Person: Any individual, partnership, corporation, trust, association, joint venture, joint stock company, non-incorporated organization, government or any department or agency thereof, or any other entity

Program Form: Any form of worksheet, checklist, summary, log, transmittal, request, order, report or other written form and any written document, instrument, statement, notice, request, authorization or communication, including, without limitation, customer billing forms and customer correspondence, utilized in connection with the Servicing Activities and all other aspects of the Loans, provided, however, that the Borrower Agreement shall not constitute a Program Form

Satisfaction Request: A written request received by GMACM from a Borrower for a Mortgage Release

Security Protection Expenses: Out-of-pocket expenses incurred in connection with the preservation or protection of a Mortgage Property and not of a type that would generally be considered overhead, including (i) Hazard Insurance Policy premiums, (ii) real estate taxes and property repair, replacement, protection and preservation expenses, (iii) expenses to cure or prevent any default with respect to a Senior Loan, and (iv) similar expenses to preserve or protect the security value of a Mortgage

Senior Loan: A Mortgage Loan secured by a lien on a Mortgage Property superior to the lien of a Mortgage

Servicing Activities: Those servicing, administrative and related functions in connection with the Loans as are delegated to GMACM pursuant to this Agreement

Servicing Change: This term shall have the meaning assigned to it in Section 2.3

Servicing Change Proposal: This term shall have the meaning assigned to it in Section 2.3.

Servicing Compensation: This term shall have the meaning assigned to it in Section 3.3

Servicing Compensation Statement: This term shall have the meaning assigned to it in Section 3.3

Servicing File: With respect to each Loan, the file, diskette or other storage device containing the Closed Loan Report and all other information that GMACM is required to maintain with respect to that Loan pursuant to Section 6.1

Stated Rate As of any date, the lesser of (i) the "prime rate" published by The Wall Street Journal for such date, or if such date is a date on which The Wall Street Journal is not published, the "prime rate" published in the most recent edition of The Wall Street Journal, and (ii) the highest rate of interest permitted by applicable law If The Wall Street Journal ceases to publish a 'prime rate", the "prime rate" referred to in clause (i) shall be the "prime rate" published by The New York Times or such other rate as determined by the Bank

Stated Termination Date This term shall have the meaning assigned to it in Section 9 1

Subordination Request Any request received by GMACM from a Borrower for subordination of a Mortgage

Termination Fee. This term shall have the meaning assigned to it in Section 9 3

Termination Without Cause This term shall have the meaning assigned to it in Section 9 2.

Vendor Entity from which the Bank purchases Loans

Vendor Contracts A contract between the Bank and each Vendor, as may be amended, supplemented or otherwise modified from time to time

ARTICLE 2
ADMINISTRATION AND SERVICING

2 1 Responsibility and Authority The Bank or, as appropriate, its successors or assigns, shall be in all respects the owner of the Loans and the servicing rights with respect thereto, and shall bear all credit risks associated with the Loans GMACM acknowledges and agrees that all collections GMACM receives on the Loans shall be for the account of the Bank and its successors and assigns.

2.2 General Servicing. (a) Subject to the provisions of Section 6 2, GMACM shall accept from the Bank the Closed Loan Data File Except as otherwise specified in Section 2.16 with respect to Credit Line Increases, GMACM shall assume servicing responsibilities hereunder with respect to each Loan for which a Closed Loan Data File is delivered to it immediately upon receipt of that Closed Loan Data File from the Bank. In performing the Servicing Activities, GMACM shall be entitled to rely upon information contained in the Closed Loan Data File unless otherwise notified by the Bank

(b) GMACM shall service the Loans in accordance with all applicable laws and regulations, the terms of this Agreement, and the terms of the Bank Servicing Guides, which is incorporated herein by reference as if set forth herein in its entirety, except as specifically modified by any Servicing Changes Servicing Activities shall include all operational servicing functions with respect to the Loans and GMACM shall be responsible for assuring that all Servicing Activities are carried out in full compliance with all applicable laws or regulations, provided, however, that to the extent certain Servicing Activities are not governed by law or regulations or by any specific provision of this Agreement (including, without limitation, the Bank Servicing Guide(s)), GMACM shall exercise the same standard of care in performing these activities for the Bank as it exercises in its own operations

2.3 Servicing Changes If, following the date of this Agreement, the Bank shall propose to (i) amend, supplement, discontinue or introduce any Program Form, (ii) amend or supplement the Servicing Activities, (iii) amend its Home Equity program such that the servicing requirements are different from those required by the Bank on the Commencement Date, and/or (iv) otherwise alter any aspect of the Servicing Activities (any such amendment, supplement, discontinuation, introduction or other alteration being herein referred to as a "Servicing Change"), the Bank shall give GMACM written notice of each such proposed Servicing Change accompanied, as applicable, by (A) a specimen of each Program Form proposed to be amended, supplemented or introduced, in the form in which it is proposed to be amended, supplemented or introduced, and /or (B) a written description of each proposed amendment, supplement or other alteration to the Servicing Activities, which description shall in each case be sufficiently clear, comprehensive and detailed to provide a reasonable basis for the training of individuals who would be required to follow the procedures described thereby (such written notice, as accompanied by the items described in clauses (A) and (B), is referred to herein as "Servicing Change Proposal")

Within twenty (20) Banking Days following GMACM's receipt of a Servicing Change Proposal, GMACM shall either (i) accept such Servicing Change Proposal by delivering to the Bank a written notice of acceptance, in which case the Servicing Change shall become effective on the date specified in the Servicing Change Proposal, or (ii) deliver a written notice of non-acceptance to the Bank stating that (a) the performance of services hereunder by GMACM in accordance with such proposed Servicing Change would result in an increase in the cost to and burden upon GMACM of performing services hereunder, and/or (b) such proposed Servicing Change cannot be practicably implemented Any such notice shall contain a description of the increased cost or burden or, as appropriate, the reason for such impracticality In the event GMACM delivers to the Bank any such notice of non-acceptance in response to a Servicing Change Proposal, such proposed Servicing Change shall not become effective unless and until agreed upon in writing by both parties

2.4 Checks and Clearing Bank Borrowers may draw upon the revolving line of credit Loans solely through the use of Borrower Checks as permitted by state law which shall be provided to Borrowers by GMACM within seven (7) Banking Days after receipt by GMACM of the Closed Loan Data File.

GMACM shall, prior to the Commencement Date, enter into such arrangements as GMACM deems necessary to perform its obligations to service Loans under this Agreement with one or more Financial Institutions in order to provide draft clearing, lockbox and Credit Card services (such bank(s) being herein referred to as the "Clearing Bank") At a minimum the arrangements shall provide for (i) creation of an account in GMACM's name, at the Clearing Bank for the payment of Borrower Check drafts, (ii) the clearing and payment of Borrower Check drafts by the Clearing Bank on, and (iii) recordkeeping and reporting of activities in connection with the account as are necessary to enable GMACM to carry out its duties hereunder.

The Bank agrees to pay for all Loans all reasonable charges assessed by the Clearing Bank, or other banks on account of standard processing charges for clearing items, lockbox administration fees, and special handling of account overdrafts and NSF checks

In connection with its performing all clearing functions with respect to Borrower Checks, the Clearing Bank shall rely on information provided by GMACM to determine (i) whether there is sufficient available credit under the relevant revolving line of credit Loan to cover the amount of the Borrower Check, (ii) whether a freeze has been placed on the relevant Loan, (iii)

whether a stop payment order has been issued with respect to the relevant Borrower Check (the "Financial Review")

2.5 Liability with Respect to Forged or Altered Borrower Checks As between the Bank and GMACM, the Bank shall be responsible for all losses resulting from forged or altered Borrower Check chargebacks except that GMACM shall be responsible for any such losses resulting from the gross negligence or willful misconduct on the part of GMACM

2.6 Servicer Records, Bank Access GMACM shall maintain such records in connection with the Loans as are required to be kept under the Bank's Servicing Guide(s) During the term of this Agreement, GMACM shall give the Bank authorized representatives reasonable access upon two (2) Banking Days' notice to all documents, files, books, records, accounts, offices and other facilities of GMACM related to the Loans and the servicing thereof, and permit the Bank to make such inspections thereof as the Bank may reasonably request during normal business hours

2.7 Borrower Statements GMACM shall prepare and mail periodic Borrower Statements to Borrowers in accordance with the terms of the Borrower Agreement in a manner consistent with the Bank Servicing Guide(s) Borrower Statements shall indicate that payments due under the Loans should be mailed to the Clearing Bank arranged by GMACM

2 8 Collection Activities. For a period of ninety (90) consecutive days commencing on the day immediately following the day on which a payment under a Loan becomes due but is not paid (the "Initial Collection Period"), GMACM shall follow the Bank Servicing Guide(s) in attempting to collect such payment Unless the Bank notifies GMACM in writing to the contrary GMACM shall also be responsible for performing all collection and other servicing functions with respect to any delinquent Loan after the Initial Collection Period with respect thereto in accordance with the Servicing Procedures

2 9 Casualty Loss Condemnation and Insurance GMACM will rely upon the information provided by the Bank to establish the presence of both hazard and flood insurance policies GMACM will act only on cancellation notices and loss claims it may receive in accordance with the Bank's Servicing Guide GMACM will use permitted remedies allowed in the Mortgage documents in cases of policy cancellation to protect the Bank s interest GMACM will not force-order hazard and/or flood insurance GMACM will not be responsible for insurance renewal processing or insurance renewal premium payment

2 10 Notices to the Bank of Loan Defaults GMACM shall notify the Bank by the last day of each calendar month of all Loans which have outstanding payments which, as of the date of such notice, are more than thirty (30) days past due as of the last day of the preceding calendar month GMACM shall also notify the Bank at that time of any other event in connection with a Loan, of which GMACM gains knowledge, which constitutes a default under such Loan giving the owner of the Loan a right of acceleration of the Loan

2 11 Security Protection Expenses GMACM shall notify the Bank promptly, and in any event within five (5) Banking Days, of any situation, of which GMACM gains knowledge, which in GMACM's judgment, shall require an advance of Security Protection Expenses Upon obtaining the Bank's prior consent, GMACM shall advance any such Security Protection Expenses and the Bank shall reimburse GMACM for such Security Protection Expenses in accordance with the provisions of Section 3 5

2 12 Communications with Borrowers GMACM shall be permitted to communicate with Borrowers as necessary in connection with performance of its obligations under this Agreement provided that all such communications shall be made by GMACM in its own name acting in its capacity as servicer of the applicable Loan. GMACM shall not send any statement inserts to Borrowers without having obtained the Bank's prior approval of each such insert GMACM agrees upon the request of the Bank to insert with the monthly Borrower Statements any customer satisfaction surveys or any other inserts developed by the Bank for distribution to all of its revolving line of credit Loan customers or any inserts developed by the Bank and supplied to GMACM, provided, however, that the Bank shall be responsible for all costs associated with the development, mailing and production of any such inserts developed by the Bank and shall give GMACM at least sixty (60) days' advance notice of any such inserts, and any increased costs of mailing due to increased postage or envelope size due to such inserts

2 13 Freezing of Loan Advances, Stopping of Checks GMACM shall follow the Bank Servicing Guide(s) with respect to freezing of Loan advances for revolving line of credit Loans and stopping checks and communicate such information to the Clearing Bank

2 14 Satisfaction Requests GMACM shall follow the Bank's Servicing Guide(s) in responding to Satisfaction Requests or pay-off requests

2 15 Subordination Request, Partial Release Requests GMACM shall follow the Bank Servicing Guide(s) in responding to Subordination Requests and Partial Mortgage Requests

2 16 Credit Line Increase Requests GMACM shall follow the Bank Servicing Guides(s) for processing Credit Line Increase Requests GMACM shall be entitled to receive the Credit Line Increase Fee as specified in EXHIBIT A (the "Credit Line Increase Fee"), in addition to recovering from the Bank of any third party expenses incurred in processing and recording the documents used for the Credit Line Increase as specified in EXHIBIT A

2 17 Credit Line Decrease Requests GMACM shall follow the Bank Servicing Guide(s) for processing Credit Line Decrease requests.

2 18 Borrower Transfers of Mortgaged Properties In any case in which GMACM gains actual knowledge that a Mortgaged Property or any interest therein has been or is about to be conveyed by a Borrower, GMACM shall notify the Bank promptly, and in any event within five (5) Banking Days of such conveyance or prospective conveyance

2 19 GMACM Personnel GMACM employees performing Servicing Activities shall be employees of GMACM for all purposes hereunder and under applicable law, and GMACM shall be solely responsible for hiring, classification compensation (including fringe benefits), supervision, safety, training, transfer, promotion and discharge of such employees In addition, GMACM shall pay all workers' compensation premiums, and shall make all payroll withholdings and deductions required by applicable law in respect of such employees, and shall be solely responsible for any and all fines or penalties imposed by reason of any failure to make such payroll withholdings or deductions, or to make any payment in respect thereof

ARTICLE 3
IMPLEMENTATION, SERVICING CHANGE COMPENSATION AND REIMBURSEMENT OF EXPENSES

3 1 Implementation Fee. In consideration of GMACM's provision of the services necessary to develop equipment, software and operational systems to support Bank's home equity loan program. Bank will pay GMACM an Implementation/Conversion Fee as provided in Exhibit A hereto

3.2 Implementation Date The "Implementation Date" shall be the date on which GMACM has completed the development and implementation of equipment, software and operational systems to support Bank's home equity program and has delivered written confirmation of the fact to Bank.

3 3 Servicing Compensation As compensation for the services to be performed hereunder in any full calendar month during the term of this Agreement or, if the term of this Agreement begins on other than the first day of the calendar month or ends on other than the last day of a calendar month, for that portion of such first or last calendar month of the term of this Agreement during which this Agreement is in force and effect (a "Partial Calendar Month"). GMACM shall earn an amount (together with the fees described in the immediately succeeding sentence, the "Servicing Compensation") the total Base Fees for any Loan(s) in existence on the last day of the calendar month In addition, GMACM shall receive all additional fees specified in EXHIBIT A to extent applicable All fees due GMACM shall be set forth on the Servicing Compensation Statement In no event shall the Servicing Compensation for any month be less than

3 4 Payment of Servicing Change Compensation GMACM shall forward to the Bank, on or before the second (2nd) business day of each calendar month, the Servicing Compensation Statement setting forth the Servicing Compensation earned for the immediately preceding calendar month in accordance with Section 3 3 and broken down by fee types and in the formats specified on EXHIBIT A The Bank shall pay to GMACM the amount of the Servicing Compensation each month through check or wire transfer

3 5 Expenses In addition, to the fees set forth on the Servicing Compensation Statement the Bank shall reimburse GMACM for the following expenses ("Expenses")

(i) any out-of-pocket expense GMACM incurs with the prior approval of the Bank in connection with its servicing and administrative obligations set forth in this Agreement to the extent such expense is not ordinary to the servicing function (but not including salaries, rent and other general operating expenses of GMACM normally classified as overhead),

(ii) expenses the Bank has expressly agreed to pay or be liable for hereunder,

(iii) expenses incurred in connection with the performance by GMACM at the request of the Bank of any activity which is not specifically required to be performed by GMACM under this Agreement and is not reasonably ancillary to any specific requirements of GMACM under this Agreement.

(iv) Out-of-pocket collection Expenses incurred by GMACM and billed by third parties and which include but are not limited to Expenses associated with the following appraisals (pre- and post-foreclosure and other), title work, attorney fees (foreclosure, bankruptcy and other), legal filing fees, recording fees and taxes, inspection fees (interviews, drive-by, clean out and inspections after the premises securing the Loan have been vacated, professional services such as property surveys, repair inspections, Environmental Protection Agency inspections, etc) property maintenance (utilities, lawn care, snow removal, securing costs, repairs, winterization, removal of debris, clean-up after the premises securing the Loan have been vacated), condominium expenses (condo fees, association fees, etc) insurance (premiums and deductibles), taxes (property, estate, assessments), photographs, and travel (transportation, meals, lodging, rental cars);

(v) Any out-of-pocket Expenses that GMACM incurs with the Bank's prior approval in connection with the conversion of servicing; provided, further, that the Bank will use its best efforts to arrange a servicing tape exchange in the event that a Vendor shall transfer Loans in a Bulk Purchase,

(vi) Any out-of-pocket expenses associated with the lien satisfaction or subordination process including recording fees; and

(vii) Any out-of-pocket expenses incurred in the ordering, production and mailing of checkbooks and credit cards to the Bank's Customers

3 6 Reimbursement of Expenses. GMACM shall forward to the Bank, on or before the fifteenth (15th) business day of any calendar month, a statement in substantially the form of EXHIBIT B hereto (the "Expense Statement") showing the aggregate amount of Expenses (including Security Protection Expenses) incurred by GMACM during the immediately preceding calendar month, grouped by type of Expense Bank shall reimburse GMACM for the Expenses set forth in any Expenses incurred during the immediately preceding month for which GMACM has not yet received a bill shall be submitted in the next month after which GMACM actually receives the invoice or billing statement

Except as otherwise expressly provided in this Article or the Agreement, each party shall pay its own expenses incurred in connection with the preparation of and performance under this Agreement, including, without limitation, its own legal fees and expenses of preparing and delivering the notices, documents, reports accountings and any other information required of it hereunder

ARTICLE 4
FUNDING OF LOANS; REMITTANCES

4 1 Loan Funding GMACM shall advance money to fund draws on the Loans and the Bank shall reimburse GMACM for such advances in accordance with the procedures described in Section 4 3

4 2 Accounting On or before 12 00 p m Eastern time on each Banking Day, GMACM shall deliver a report (the "Bank Funding Report") to the Bank showing on an aggregate basis all draws on Loans funded and all Loan payments received on the immediately preceding Banking Day

4 3 Remittances and Reimbursement of Borrower Advances With respect to advances and principal and interest repayments on each revolving line of credit Loan, GMACM shall on a daily basis determine all amounts representing principal and interest payments received on account of the Loans on the preceding Banking Day as well as the aggregate amount of advances made by GMACM and posted to the revolving line of credit Loans on that Banking Day To the extent that the aggregate principal and interest payments exceed the aggregate advances, GMACM shall remit such difference to the Bank by wire transfer of immediately available funds by 1 00 p.m Eastern time on the Banking Day immediately following the day such payments and advances were received and made To the extent that the aggregate amount of advances exceeds the aggregate amount of principal and interest payments, (i) GMACM shall notify the Bank of such difference in the Bank Funding Report and (ii) the Bank shall remit to GMACM such difference by 1 00 p m Eastern time every Banking Day in accordance with standard intercompany transfer procedures

ARTICLE 5
REPORTS

Section 5 1 Reports to the Bank GMACM shall provide the Bank with such management reports and electronic data in connection with administration of the Loans as are detailed in EXHIBIT C The frequency and timing of delivery of these reports will also be as described in EXHIBIT C

ARTICLE 6
SERVICING DOCUMENTS AND FILES

6 1 Maintenance of Servicing Files GMACM shall maintain a Servicing File as to each Loan on film or hard copy containing the Closed Loan File and all correspondence, records and other documents received or generated by or on behalf of GMACM with respect to that Loan If the Closed Loan Data Files are electronically transmitted to GMACM, hard copy files will be created only for Loans having other items such as correspondence and reports

6 2 Submission of Closed Loan Data File and Other Loan Documents the Bank, shall provide the Closed Loan Data File for each Loan to GMACM promptly upon purchase or origination of the Loan by the Bank, and in no event later than five (5) days before the first periodic statement is due under the Borrower Agreement Information contained in the Closed Loan Data File shall be utilized by GMACM in the performance of the Servicing Activities and GMACM shall be entitled to rely on information contained in the Closed Loan Data File in performing its duties hereunder The Bank shall notify GMACM within two (2) Banking Days, in writing, of any changes in the in the information contained in the Closed Loan Data File, including, without limitation, any change in a Borrower's Borrowing Limit The Bank agrees to provide or instruct its custodian to provide GMACM, within two (2) Banking Days after GMACM s request, copies of the Note, the Mortgage or any other documents the Bank has with respect to a Loan that GMACM deems reasonably necessary in connection with its performance of the servicing of that Loan

ARTICLE 7
GENERAL MATTERS

7 1 Liability for Origination or Servicing by Others Anything herein to the contrary notwithstanding GMACM shall not be liable for any acts or omissions that take place in connection with the purchase or origination of any Loan or the servicing of any Loan at any time other than the period during which it is serviced by GMACM hereunder

7 2 Agreement to Provide Information GMACM will use its best efforts to cooperate fully with the Bank and to accommodate any reasonable request made by the Bank in connection with any sale, securitization or other disposition of any of the Bank's right, title or interest in any of the Loans Without limiting the generality of the foregoing, GMACM will use its best efforts to provide complete and accurate information with respect to GMACM as a business enterprise and any particular aspects of its servicing or other operations to the extent that any such information may be reasonably requested by the Bank in connection with such sale, securitization or other disposition of any Loans Any such information may be included as disclosures in any security offering documents In addition, GMACM will use its best efforts to cooperate fully to the extent reasonably necessary to accommodate any diligence of third parties in connection with any transaction involving the sale, securitization, pledge or other disposition of any of the Bank's right, title or interest in or to any of the Loans, including, without limitation, any security underwriter, bond insurer, purchaser of Loans, pledgee of Loans, or rating agency Bank shall reimburse GMACM for any out-of-pocket expenses incurred by GMACM in connection with providing any such information or otherwise cooperating with any such third party diligence

7 3 Indemnification Third Party Claims (a) Subject to Section 7 1, GMACM agrees to indemnify and hold harmless the Bank, any Affiliate of the Bank other than GMACM and their respective successors, assigns, officers, directors, agents and employees from and against any and all claims, liabilities, damages, losses, penalties, fines forfeitures, legal fees and costs, judgments, and any other costs, fees and expenses that the Bank or any such indemnified Person may sustain as a result of the occurrence of an Event of Default by GMACM Provided, however, that if the Bank or any such indemnified Person is entitled to retain an indemnification payment from any other Person with respect to any such loss, damage, or expense, the Bank or such indemnified Person, as the case may be, shall not be entitled to claim the same amount under this Section 7 3, provided, further, that neither the Bank nor any other indemnified Person shall have any obligation to pursue any such payment from any Person GMACM's obligations under this Section 7 3 are contingent upon its receipt of timely notice of any such third party

claim an opportunity to defend such claim with counsel of its choice and full cooperation of the Bank and any such indemnified Person in the defense of such claim

(b) The Bank agrees to indemnify and hold harmless GMACM and its Affiliates other than the Bank, and their respective successors, assigns, officers, directors, agents and employees, from and against any and all claims, liabilities, damages, losses penalties, fines, forfeitures, legal fees and costs, judgments, and any other costs, fees and expenses that GMACM or any such indemnified Person may sustain as a result of the occurrence of an Event of Default by the Bank, provided, however, that if GMACM or any such indemnified Person actually receives and is entitled to retain an indemnification payment from any other Person with respect to any such loss, damage or expense, GMACM or such indemnified Person, as the case may be, shall not be entitled to claim the same amount under this Section 7 3, provided, further, that neither GMACM nor any other indemnified Person shall have any obligation to pursue any such payment from any Person The obligations of the Bank under this Section 7 3 are contingent upon the Bank's receipt of timely notice of any such third party claim, an opportunity to defend such claim with counsel of its choice and the full cooperation of GMACM and any such indemnified Person in the defense of such claim

The provisions of this Section 7 3 shall survive any termination of this Agreement

7 4 Assignment of Servicing Obligations GMACM shall have the right to assign all or any part of its rights, responsibilities, duties or obligations under this Agreement to any successor to GMACM with the prior written consent of the Bank, which consent shall not be unreasonably withheld or delayed Upon any assignee's assumption of such of GMACM's rights, responsibilities, duties or liabilities as were assigned in accordance with this Section 7 4, GMACM shall be released from any liability therefor arising from the actions or inaction of such assignee from and after the effective date of such assumption

7 5 Assignment by the Bank Bank shall have the right at any time and from time to time to assign all or any part of its rights, responsibilities, duties or obligations under this Agreement to any successor to the Bank or to any other party providing GMACM with sixty (60) days prior notice of such assignment.

7 6 Payments Except as otherwise provided by Section 4 3, the Bank and GMACM shall each make each payment due hereunder in immediately available funds prior 11 00 a m Eastern Time, on the date due, unless the scheduled due date shall not be a Banking Day, in which case the Bank or, as appropriate, GMACM, shall make such payment on the next succeeding Banking Day Any amount owed by the Bank or GMACM (including, without limitation, any amount owed under Article 3 and Section 4 3) and not paid when due shall bear interest at the Stated Rate from the date such payment was due to an including the date of payment Such interest shall be payable on demand or if no demand is made then on the date of payment of the amount on which such interest accrued

7 7 Non-Exclusive Right to Service Loans The parties understand and agree that the Bank has the right but not the obligation, to have GMACM service pursuant to this Agreement any particular Loan it owns and that the Bank retains the right to service, or employ any other Person to service, any such Loan, or to sell such servicing rights to any Person, all in the exercise of its sole discretion Nothing in this Section 7 7 shall be deemed to affect in any way the provisions of Article 9 of this Agreement pertaining to the termination by the Bank of GMACM's subservicing of any Loan being subserviced by it hereunder

7 8 Representations and Warranties of GMACM GMACM represents and warrants to, and covenants with, the Bank that as of each date during the term of this Agreement

(i) GMACM is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, and is qualified to transact business in and is in good standing under, the laws of each state where the performance of the Servicing Activities may from time to time require that it be qualified and in good standing,

(ii) GMACM has the corporate power and authority and legal right to enter into and perform its obligations under this Agreement

(iii) the execution, delivery and performance of this Agreement have been duly authorized by corporate resolution and all necessary corporate actions on the part of GMACM and such authorizations are maintained with copies of this Agreement in GMACM's permanent corporate records,

(iv) this Agreement has been duly executed and delivered by, and constitutes the legal, valid and binding obligation of GMACM enforceable against GMACM in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally,

(v) the execution, delivery and performance of this Agreement by GMACM, its compliance with the terms hereof and consummation of the transactions contemplated hereby will not violate, conflict with, result in a breach of, constitute a default under, be prohibited by or require any additional approval under its charter, by-laws or any material agreement or other instrument to which GMACM is a party or by which it or any material portion of its property is bound or any federal, state or local statute, regulation or ordinance applicable to GMACM, or any order of any federal or state court or regulatory agency applicable to GMACM, and

vi) no Event of Default by GMACM under and as defined in this Agreement has occurred and is continuing and no event or condition that with the passage of time, the giving of notice or both will become an Event of Default by GMACM exists or has occurred and is continuing, and

(vii) the terms of this Agreement are no less favorable to the Bank than those that would be offered by GMACM to, or would apply to, a third party that is not affiliated with GMACM

7 9 Representations and Warranties of the Bank The Bank represents and warrants to, and covenants with, GMACM that

(i) the Bank is a federal savings bank duly organized, validly existing and in good standing under the laws of the United States of America,

(ii) the Bank has all requisite power and authority and legal right to enter into and perform its obligations under this Agreement,

(iii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on the part of the Bank,

(iv) this Agreement has been duly executed and delivered by, and constitutes the legal, valid and binding obligation of the Bank, enforceable against the Bank in accordance with its

terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally,

(v) the execution, delivery and performance of this Agreement by the Bank, its compliance with the terms hereof and consummation of the transactions contemplated hereby will not violate, conflict with, result in a breach of, constitute a default under, be prohibited by or require any additional approval under its charter, by-laws or any material agreement or other instrument to which the Bank is a party or by which it or any material portion of its property is bound, or any federal state or local statute, regulation or ordinance applicable to the Bank, or any order of any federal or state court or regulatory agency applicable to the Bank,

(vi) no Event of Default by the Bank under and as defined in this Agreement has occurred and is continuing and no event or condition that with the passage of time, the giving of notice or both will become an Event of Default by the Bank exists or has occurred and is continuing,

(vii) the Bank has received all federal, state and local governmental and regulatory licenses and other authorizations that are required in order for it to originate and/or acquire the Loans from Vendors pursuant to the Vendor Contracts; and

(viii) all Loans to be serviced pursuant to this Agreement were originated in compliance with all applicable state and federal laws and regulations except to the extent that the failure to so comply would not have a material effect on the servicing of any such Loans

Sections 7 8 and 7 9 shall survive any termination of this Agreement.

ARTICLE 8
DEFAULT; REMEDIES

8 1 Default by GMACM. The occasion of any one or more of the following circumstances shall constitute an Event of Default by GMACM

(i) the failure of GMACM to make any payment required to be made under the terms of this Agreement within two (2) Banking Days following the Bank's delivery of written notice of such failure,

(ii) the material failure of GMACM to perform any of its obligations under this Agreement within sixty (60) days following its receipt of a written notice from the Bank specifying the nature of such failure,

(iii) any material representation or warranty made by GMACM herein shall prove to be incorrect in any respect,

(iv) there shall be a decree or order of a court or agency or supervisory authority having jurisdiction or supervisory authority over GMACM for the appointment of a conservator or receiver or liquidator for GMACM, or there shall be initiated any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings involving GMACM or there shall be initiated proceedings for the winding up or liquidation of the affairs of GMACM;

(v) GMACM shall consent to the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceeding of or relating to GMACM or relating to all or substantially all of the property belonging to GMACM, or

(vi) the admission by GMACM in writing of its inability to pay its debts generally as they become due, the filing of a petition to take advantage of any applicable insolvency or reorganization statute, the making of any assignment for the benefit of its creditors or the voluntary suspension of payment of its obligations

In case one or more of such Events of Default shall occur and be continuing, the Bank may at its option (i) by written notice to GMACM, terminate this Agreement, in which event, on the thirtieth (30^{th}) day following delivery of such notice, or immediately without notice or other action of any kind in the case of any Event of Default of the type described in clauses (iv), (v) and (vi) above, this Agreement shall terminate, (ii) enforce this Agreement in accordance with its terms, and/or (iii) pursue such other rights and remedies as may be provided by law It is understood and agreed that (a) the remedies set forth in this Section 8 1 shall be cumulative and not alternative, and shall be in addition to any and all other rights and remedies provided by law, and (b) the provisions of this Section shall not be construed to discharge GMACM from any liability it may otherwise possess under this Agreement

8 2 Limitation of Liability Anything to the contrary not-withstanding, GMACM's maximum liability under this Agreement shall in no event exceed the Servicing Compensation paid by the Bank to GMACM within the twelve month period prior to a demand for payment made by the Bank to GMACM, resulting from GMACM's liability under this Agreement

8 3 Default by the Bank The occasion of any one or more of the following circumstances shall constitute an Event of Default by the Bank

(i) the failure of the Bank to make any payment required to be made under the terms of this Agreement within two (2) Banking Days following GMACM s delivery of written notice of such failure,

(ii) any representation or warranty made by the Bank herein shall prove to be incorrect in any respect,

(iii) the material failure of the Bank to perform any of its other obligations under this Agreement within sixty (60) days following written notice from GMACM specifying the nature of such failure,

(iv) proceedings in bankruptcy, or for reorganization of the Bank, or for the readjustment of any debts, under the Bankruptcy Code, as amended, or any part thereof, or under any state or federal receivership or other insolvency laws for the relief of debtors, now or hereafter existing, shall be commenced against or by the Bank, and, with respect to any such proceedings commenced against the Bank, such proceedings shall not be dismissed or discharged within sixty (60) days of their commencement,

(v) the Bank shall consent to the appointment of a conservator or receiver or liquidate in any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings of or relating to the Bank or relating to all or substantially all the property belonging to the Bank, or

(vi) the Bank shall admit in writing its inability to pay its debts generally as they become due, file a petition to take advantage of any applicable insolvency or reorganization statute, make an assignment for the benefit of its creditors or voluntarily suspend payment of its obligations

In case one or more of such Events of Default shall occur and be continuing, GMACM may at its option (i) by written notice to the Bank, terminate this Agreement, in which event, on the thirtieth (30th) day following delivery of such notice, or immediately without notice or other action of any kind in the case of any Event of Default of the type described in clauses (iv), (v) and (vi) above, this Agreement shall terminate, (ii) enforce this Agreement in accordance with its terms, and/or (iii) pursue such other rights and remedies as may be provided by law It is understood and agreed that (a) remedies set forth in this Section 8 3 shall be cumulative and not alternative, and shall be in addition to any and all other rights and remedies provided by law, and (b) the provisions of this Section 8 3 shall not be construed to discharge the Bank from any liability it may otherwise possess under this Agreement

Anything to the contrary notwithstanding, GMACM's total liability under this Agreement shall in no event exceed the maximum of 1 years service fee from the implementation date of this Agreement

ARTICLE 9
TERM AND VOLUNTARY TERMINATION

9 1 Term. The term of this Agreement shall start on the Commencement Date and continue until the earlier of (i) August 21, 2004 or (ii) the date, if any, that this Agreement is terminated under the provision of Section 8 1, 8 3, 9 2 or 11 13 The earlier of such dates is herein referred to as the "Stated Termination Date " Neither party shall have any obligation to extend this Agreement beyond the Stated Termination Date, but if this Agreement has not been terminated earlier, each party agrees to give the other party at least one hundred and twenty (120) days' advance written notice of its intent not to extend the term of this Agreement If not terminated, this Agreement shall automatically be extended for an additional one (1) year period on the same terms as are then in effect, and shall thereafter continue to be automatically so extended for one (1) year terms until one party gives the other party notice at least one hundred and twenty (120) days prior to any such automatic renewal date of its election not to so extend this Agreement

9 2 Voluntary Termination After the Commencement Date and upon one hundred and twenty (120) calendar days' notice to GMACM, the Bank may terminate without cause GMACM's right and obligation to subservice any Loan pursuant to this Agreement as of the date specified in that notice (any such termination being herein referred to as an "Early Termination") If the Office of Thrift Supervision requires the Bank to terminate its obligations under this Agreement, then this Agreement shall terminate as of the effective date of such termination In addition, the Bank may terminate this Agreement with respect to all Loans then being subserviced by GMACM without cause at any time upon one hundred twenty (120) calendar days' prior written notice to GMACM (any such termination date being herein referred to as a "Termination Without Cause')

9 3 Termination Fees Upon any Early Termination which becomes effective prior to the Stated Termination Date, the Bank shall pay to GMACM a Termination Fee equal to the greater of (a) the average of the two months service fee (prior to the termination notification)

multiplied by the number of months remaining in the initial or renewal term or (b) the sum of Fifty Thousand Dollars ($50,000)

9 4 Transfer of Files Upon termination of this Agreement GMACM's receipt of all amounts due GMACM hereunder, GMACM shall forward all documents and other information stored in any format in GMACM s possession (or in any of its subcontractor's, agent's or assignee's possession) pertaining to any Loan to such location as is specified by the Bank As to any Loan with respect to which any payment is thirty (30) or more days delinquent, all such documents and other information shall be transmitted to the Bank within five (5) days and as to any other Loan, all data concerning the current status of that Loan shall be transmitted as directed by the Bank within ten (10) days and any actual physical files (if any) with respect to such Loans shall be transmitted as directed by the Bank within thirty (30) days All out-of-pocket Expenses incurred by GMACM in connection with any such transfer shall in all events be borne by the Bank

9 5 Transfer of Servicing In the event that GMACM shall cease to service any Loans previously serviced by it pursuant to this Agreement, GMACM agrees that it will take all such action as the Bank at the expense of the Bank shall designate in order to facilitate the transfer of the servicing with respect to that Loan, including, without limitation, transferring the Servicing Files in accordance with the Bank's instructions

In the event that the Bank enters into an agreement with a third party to transfer the servicing rights with respect to a package of Loans either in bulk or in periodic installments, the Bank shall take all such action as GMACM shall reasonably request in order to assist with the transfer and minimize the amount of costs and expenses incurred by GMACM in connection with that transfer.

ARTICLE 10
REVIEW OF THIS AGREEMENT

10.1 The parties agree that prior to December 31, 2001 they will review the terms of this Agreement and in good faith make any changes or modifications that are necessary or desirable.

10 2 If, at any time during the term of this Agreement, GMACM or the Bank, (as applicable the "Asserting Party") believes that the compensation terms provided in this Agreement are less favorable to the Asserting Party than it could obtain from an independent third party or parties, the Asserting Party may give written notice thereof (a "Compensation Notice") to the other party, and GMACM and the Bank shall promptly enter into good faith negotiations for the purpose of establishing a mutually agreeable adjustment to the compensation to be paid by the Bank to GMACM for the Services provided by GMACM hereunder and for the Bank's use of the Facilities Any such Compensation Notice by the Asserting Party shall be accompanied by information which supports its belief that the then-current compensation terms are less favorable to it than could be obtained from a third party or parties In the event that GMACM and the Bank are unable to mutually agree upon the adjustment, if any, which should be made to the compensation provided for in this Agreement on or prior to the date (the "Adjustment Cut-Off Date") which is ninety (90) days after the Asserting Party gives the Compensation Notice, then the Asserting Party may thereafter terminate this Agreement, without penalty, by giving written notice thereof to the other party within ten (10) days after the Adjustment Cut-Off Date, which termination shall become effective sixty (60) days after the Adjustment Cut-Off Date

ARTICLE 11
MISCELLANEOUS PROVISIONS

11 1 Relationship of Parties The parties hereto do not intend to create hereby a partnership or joint venture between them, and nothing herein contained shall be construed to create such a partnership or joint venture The services rendered by GMACM hereunder are rendered by GMACM as an independent contractor and shall be so construed for all purposes

11 2 Assignment Except as otherwise expressly provided in this Agreement, this Agreement shall not be assignable by either party without the prior written consent of the other parties

11 3 Entire Agreement The terms and provisions of this Agreement (including the Bank Servicing Guide(s) incorporated herein by reference) supersede all prior negotiations and oral and/or written agreements or understandings between the Bank and GMACM with respect to the transactions contemplated hereby (including, without limitation, the Prior Agreement) The Exhibits to this Agreement (including, without limitation, the Bank Servicing Guide(s)) are incorporated into and made a part of this Agreement as if fully set forth herein

11 4 Counterparts, Effectiveness This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute but one and the same fully executed instrument This Agreement shall be of no force or effect unless and until it has been executed and delivered by both the Bank and GMACM

11 5 Headings The headings of the various Articles and Sections of this Agreement are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof

11 6 Successors and Assigns This Agreement, including all covenants, representations and warranties, shall be binding upon and inure to the benefit of GMACM, the Bank and their respective successors and permitted assigns

11 7 Notices Unless otherwise required or permitted hereby, all demands, notices and communications required or permitted hereunder shall be in writing, shall be addressed as described below and shall be Personally delivered or sent by facsimile followed by telephone confirmation of receipt, U S mail or overnight courier Any such demand, notice or communication shall be deemed to be given for purposes of this Agreement on the day that such writing is Personally delivered or transmitted by facsimile, on the first Banking Day following its delivery to any such courier, or on the fifth day following the date of deposit in the United States mail. Unless otherwise specified in a notice delivered or sent in accordance with the provisions of this Section 11 7, demands, notices and communications shall be given to or made upon the parties hereto at their respective addresses indicated below.

If to the Bank GMAC Bank 3710 Kennett Pike
Wilmington, DE 19807
Attn: Chief Financial Officer

With a copy to GMAC Bank
100 Witmer Road
Horsham, PA 19044
Attn General Counsel
Facsimile No · 215-682-1467

If to GMACM

GMAC Mortgage Corporation
100 Witmer Road
Horsham, PA 19044
Attention Chief Operating Officer
Facsimile No 215-682-1460

With a copy to

GMAC Mortgage Corporation
100 Witmer Road
Horsham Pa 19044
Attention General Counsel
Facsimile No 215-682-1467

11 8 Governing Law This Agreement shall in all respects be governed by, and construed in accordance with the laws of the State of Delaware(disregarding any conflicts of law rule which might result in the application of the laws of any other jurisdiction), and all matters pertaining to the construction, validity and performance of this Agreement shall be determined in accordance with such laws

11 9 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereto or affecting the validity or enforceability of such provisions in any other jurisdiction.

11 10 Amendment Neither this Agreement nor any term hereof may be altered, amended, supplements, waived or modified in any matter except by written instrument signed by the parties hereto

11 11 Certain Matters of Construction, Incorporation of Exhibits When used in this Agreement, "herein", and other words of similar import refer to this Agreement as a whole, and not to any particular Article or Section References in this Agreement to Articles, Sections and Exhibits are to Articles. Sections and Exhibits in this Agreement unless otherwise indicated

All of the Exhibits attached to this Agreement [and the Credit Card Addendum] are incorporated herein by reference and made a part of this Agreement

11 12 Confidentiality, Non-Solicitation GMACM agrees to keep all information pertaining to the Loans including, without limitation, the identity of the Borrowers, confidential GMACM further agrees not to solicit Borrowers directly for refinancing any of the Loans and not to use, or permit any other Person to use, the Borrower list for any purpose other than as expressly contemplated by this Agreement, including, without limitation, attempting to sell Borrowers any financial services or other products or services The parties understand and agree that the prohibition against refinancing solicitations set forth above shall not be deemed to prohibit general advertising that is directed to the public at large and the prohibition shall only apply to communication directed exclusively at Borrowers whose Loans are being serviced subject to this Agreement The provisions of this Section 11 12 shall survive any termination of this Agreement

11 13 Force Majeure If circumstances beyond the control of a party shall temporarily make it impossible for it perform its duties under this Agreement, then the principles of force majeure will apply and the rights and obligations of that party will be temporarily suspended during the force majeure period to the extent that such performance is reasonably affected thereby If a party anticipates a delay or failure pursuant to this Section 11 13, that party, by written notice, shall inform the other party of the anticipated effect of such delay as soon as possible, and, in any event, shall give written notice within ten (10) days The written notice shall include the steps that the party is taking to alleviate the problem

If an excusable delay or failure to perform by a party exceeds thirty (30) days, the other party shall have the right to terminate this Agreement without liability

11 14 Accounting and Financial Reporting GMACM limits its reporting responsibility to accounting information as detailed in this Agreement GMACM will adhere to generally accepted accounting principles unless specifically directed otherwise by the Bank GMACM shall not be held responsible or liable for any litigation, adverse financial impact, or changes in tax effects (or tax laws and regulations) arising from differences in accounting procedures as requested by the Bank

11 15 Attorneys' Fees If any action of law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the other party Such fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose Such fees shall be in addition to any other relief that may be awarded

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written

GMAC MORTGAGE CORPORATION

By
Name Barry Blei
Title Chief Operating Officer

GMAC BANK

By
Name Jeff Johnson
Title President

LIST OF EXHIBITS

EXHIBIT A	Monthly Servicing Fee Schedule
EXHIBIT B	Form of Expense Statement
EXHIBIT C	Summary of Management Reports
EXHIBIT D	GMAC Bank Servicing Guide

EXHIBIT A

Monthly Servicing Fee Schedule

The Greater of per month Minimum Service Fee or the aggregate of the following Base Fees as applicable

Product	Base Fee
Home Equity Loans/Lines	per loan

Additional Fees per Loan	Fee Rate
Default and Collections (charged on all loans in a defaulted status) 30+ days delinquent	
Cost Evaluation	
Bankruptcy Processing	
Foreclosure Processing	
Loss Mitigation Processing	
Subordination Processing	
Credit Line Increases	
Lien Transfer	

Pass Through / Conversion Fees	
Satisfaction Processing, Recording and/or Custodial fees	Pass Through
Default management fees include but are not limited to fees for property inspections, attorney work for foreclosure processing, breach letters, appraisals, credit reports, property preservation and other third party fees related to default management	Pass Through
Implementation/Conversion Fees per portfolio not to exceed	
Travel, Lodging, Meal and Other Expenses related to Implementation/Conversion	Pass Through
REO maintenance and service	Pass Through

Ancillary Income	
None	

Exhibit A

Monthly Servicing Fee Schedule - First Mortgage Product

CONFIDENTIAL

Bank Price List

"A" Credit Loan Product	FNMA/FHLMC Base Service Fee	GNMA Base Service Fee	
Servicer Retention % of Late Chg/Ancillary/Float(P&I and Escrow)			
Fixed Rate Loans			
ARM Loans			
REO Processing/Marketing (and execution of REO agreement)	/mo/asset	/mo/asset	Minimum -

Additional Pricing Considerations

Government servicing Servicer bears all normal losses (2 mos interest, re-conveyance cost & non-reimbursable foreclosure costs)
All loan mitigation activities are reimbursed per FNMA guidelines

Prices include standard investor reporting & default report package
Prices do not include any 'non-standard' reporting
Non-Standard reports will be priced upon request (generally priced at /hr to create)

EXHIBIT B

Reimbursement of Expenses (Sample)

January
2001
Expense Reimbusement Due from GMAC Bank

Date	Vendor #	Additional Description	Notes	Amount	Journal
In Transit Item:					
11/14/00	0000609985 09031634		to be reclassed	0.95	0011141632059 3PACTA1
1/22/01	0001043831 IN000006934 81400160464452001		Wrong Amount Pd by A/P	200 00	0112213342458PACTA1
11/30/00				200.95	
January Detail:					
1/5/01	0000973564 6907668		id	1 91	011519071245PACTA1
1/5/01	0000973564 7901225		id	2 07	011519113881PACTA1
1/5/01	0000973564 6901611		id	9 24	011519080843PACTA1
1/5/01	0000973564 6908694		id	16 54	011519110768PACTA1
1/5/01	0000973564 6908694		id	24 11	011519120716PACTA1
1/8/01	0000594623 8502		id	46 50	011814174313PACTA1
1/5/01	0000981333 B864248 81200156737362001		id	100 00	00121819053627PACTA1
1/25/01	0000981333 B821944 81200155948582001			150 00	0112508232065PACTA1
1/25/01	0000981333 B871227			150 00	0112508455802PACTA1
1/25/01	0000981333 B870269 81200149075072001			150 00	0112508541014PACTA3
1/31/01				31,991.70	
			Total Due.	32,192 65	
			GL Balance	32,192.65	Balance as of 2/6

Submitted by_ Date_
Approved by_ Date_

DEFAULT

Aging	1-30 Days		31-60 Days		61-90 Days	
	#	$	#	$	#	$
All Items	2	32,191 70	0	-	1	0 95

Over 90 Days		Total	
#	$	#	$
0	-	3	32,192 65

EXHIBIT C

Sample Summary of Management Reports

Managed Portfolio Information

- Portfolio volumes
- New Loans Added
- Utilization by Branch
- Credit Card Concentrations
- Credit Card Activity
- Portfolio by State
- Payments Processed by Day
- Payoffs by Month
- Satisfactions Outstanding
- Subordinations Summary
- Line Changes
- Phone Statistics
- Escalated Issues

Bank Reconciliation

- BCA Reconciliation
- Remittance Schedule

Default Information

- Delinquency by Month – All Branches
- Delinquency by Month Branch Detail
- Delinquency by Credit Score
- Vintage Delinquency Report
- Portfolio by Recovery Code
- Over Line Summary

Exhibit A

Monthly Servicing Fee Schedule - First Mortgage Product

CONFIDENTIAL

Bank Price List

"A" Credit Loan Product	FNMA/FHLMC Base Service Fee	GNMA Base Service Fee
Servicer Retention % of Late Chg/Ancillary/Float(P&I and Escrow)		
Fixed Rate Loans		
ARM Loans		
REO Processing/Marketing (and execution of REO agreement)	/mo/asset	/mo/asset Minimum -

Additional Pricing Considerations:

Government servicing Servicer bears all normal losses (2 mos interest, re-conveyance cost & non-reimbursable foreclosure costs)
All loan mitigation activities are reimbursed per FNMA guidelines

Prices include standard investor reporting & default report package
Prices do not include any 'non-standard' reporting
Non-Standard reports will be priced upon request (generally priced at)/hr to create)

EXHIBIT C

FIRST MORTGAGE SERVICING GUIDELINES

Servicer agrees to perform servicing of each Mortgage Loan in accordance with Applicable Requirements. Servicer shall employ the same standard of care in performing its duties pursuant to the Agreement as it exercises in servicing loans for its own account, and shall adhere to recognized industry and MBA standards for servicing of mortgage loans. Except as provided in this Agreement, the Servicer will perform "FNMA-style" servicing of the Mortgage Loans with reference to the provisions of the FNMA Servicing Guide.

Exhibit A

Monthly Servicing Fee Schedule - First Mortgage Product

CONFIDENTIAL

Bank Price List

A+ Credit Loan Product	FNMA/FHLMC Base Servicing Fee	GNMA Base Servicing Fee
Servicer Retention % of Late Chg/Ancillary/Float(P&I and Escrow)		
Fixed Rate Loans		
ARM Loans		
REO Processing/Marketing (and execution of REO agreement)	/mo/asset	/mo/asset Minimum -

Additional Pricing Considerations:

Government servicing Servicer bears all normal losses (2 mos interest, re-conveyance cost & non-reimbursable foreclosure costs)

All loan mitigation activities are reimbursed per FNMA guidelines.

Prices include standard investor reporting & default report package

Prices do not include any 'non-standard' reporting

Non-Standard reports will be priced upon request (generally priced at /hr to create)

50210

ADDENDUM TO SERVICING AGREEMENT

This Addendum dated as of July 1, 2004 (the "Addendum") is made to the Servicing Agreement dated as of August, 2001 (the "Agreement") by and between GMAC Mortgage Corporation ("GMACM" or "Servicer"), a Pennsylvania corporation with its principal office at 100 Witmer Road, Horsham, Pennsylvania 19044-0963 and GMAC Bank (the "Bank"), a federal savings bank with its principal office at 3710 Kennett Pike, Greenville, Delaware 19807

Explanatory Statement

1 GMACM and the Bank have entered into the Agreement, whereby GMACM will service certain residential mortgage loans and lines of credits originated or acquired by the Bank

2 GMACM and the Bank wish to amend Exhibit A to the Agreement as it applies to Servicing Compensation payable to GMACM for its Servicing Activities.

3 It is the intent of the Bank and GMACM that this Addendum comply with the requirements of Sections 23A and 23B of the Federal Reserve Act, the applicable provisions of the Home Owners Loan Act, and the implementing OTS regulations.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto, intending to be legally bound, hereby agree as follows

1 The capitalized terms used herein, unless otherwise defined, shall have the meanings set forth in the Agreement

2 Section 11.12 of the Agreement is hereby amended and restated in its entirety as follows

11 12 Confidentiality, Non-Solicitation.

(i) Servicer shall maintain the confidentiality of the terms of this Agreement and of information relating to the Loans and the Borrowers, (including without limitation Confidential Information as that term is defined in Exhibit E hereto) using the same care and discretion to avoid disclosure of such information as it uses to protect its own information that it does not want disclosed Notwithstanding the foregoing, Servicer further agrees that, with respect to Confidential Information, the requirements set forth in Exhibit E to the Agreement, Confidentiality, Non-Disclosure and Security Requirements. attached hereto and incorporated herewith, shall apply

(ii) Servicer further agrees to not solicit Borrowers directly for refinancing of any of the Loans held in the Bank's Mortgage Investment Portfolio Notwithstanding anything to the contrary contained in this Agreement, the parties understand and agree that the prohibition against refinancing solicitations set forth above shall not be deemed to prohibit (A) general advertising that is directed to the public at large, (B) general solicitations of Servicer's servicing portfolio that are not targeted exclusively at the Borrowers or the Loans, or (C) incidental messages relating to refinance opportunities that are transmitted via Servicer's voice response systems or monthly account statements. The provisions of this Section 11.12 shall survive any termination of this Agreement.

3 Exhibit A to the Agreement is hereby amended and replaced in its entirety by the Servicing Fee Schedule attached as Exhibit A hereto.

4 The Agreement is hereby amended and supplemented by the addition of Exhibit E hereto

5 Any conflict between the provisions of this Addendum and those of the Agreement shall be resolved in favor of the provisions of this Addendum Except as expressly set forth in this Addendum, no modification of the Agreement is made or intended to be made by this Addendum. and the Agreement, as amended by this Addendum. is confirmed and reaffirmed by GMACM and the Bank and shall be and remain in full force and effect

IN WITNESS WHEREOF, each of the undersigned parties to this Addendum has caused this Addendum to be duly executed in its corporate name by one of its duly authorized officers. all as of the date first above written

ATTEST:

GMAC MORTGAGE CORPORATION

By _____
Kenneth R Perkins
Its Senior Vice President

ATTEST:

GMAC BANK

By. _____
Brian P Kuelbs
Its. Executive Vice President and
Chief Financial Officer

Exhibit A

Servicing Fee Schedule

Pricing	GMACB has chosen not to use the Private Label service offered by NLA, consequently the following prices are for servicing with GMACM branding GMACB will be charged on a passthru basis for certain Firsts and on a sub-servicing invoice basis for certain Firsts HELs and HELOCs
Sub-servicing Program Set-up Charge	No Charge
Set Up Fee Per Loan/Line	
From GMACM	No Charge
From Other Parties	Actual out-of-pocket expenses passed through to GMACB plus reasonable GMACM personnel costs on a case-by-case basis
Borrower Web Access	No Charge
Service Fee Per Loan/Line	Monthly service fee per product

1) For first mortgage loans funded prior to July 1 2004, classified as HFI and serviced under Investor # 50230 Block # 10003, and for first mortgages classified as HFS, there is no change from the practice of passing through net interest after deducting the applicable servicing fee basis points per annum depending on the loan type) on the outstanding unpaid principal balance

2) For HEL – basis points and HELOC – basis points based on the daily average outstanding balance for the month to be invoiced monthly effective July 1, 2004

3) For first mortgage loans funded subsequent to June 30, 2004 classified as HFI and serviced under newly established blocks (These will be communicated with the effective date announcement) basis points per annum on the daily average outstanding balance for the month, to be invoiced monthly effective when announced on a date to be determined

Daily average outstanding balances will be obtained from the servicing system for the affected investor/blocks GMACM NLA will prepare the invoice and forward to GMAC Bank Accounting for approval by noon on the second business day of each month for information regarding the prior month

Firsts (new)	HEL	HELOC
bps/annum	bps/annum	bps/annum

Ancillary Income	
Line Fees and Late Charges	For account of GMACB
Principal and Interest Float	For account of GMACB (P&I receipts are passed to GMACB on an actual basis as received)
Escrow and Interest Float	For account of GMACM (T&I value is given to GMACM)
Servicing Activity Fees	For account of GMACM (e g payoff statements, fax fees) if paid by the Borrower
Optional Products	Revenue of non-banking products retained by GMACM
Customer Prepayment Fees	For account of GMACB
De-Boarding Fee Per Loan for HIF assets sold to a third party	Actual out-of-pocket expenses passed through to GMACB plus reasonable GMACM personnel costs

Exhibit E

Confidentiality, Non-Disclosure and Security Requirements

The Gramm-Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat 1138), as amended from time to time (the "GLB Act") and the regulations promulgated thereunder impose certain obligations on financial institutions with respect to the confidentiality and security of the customer data of such financial institutions This Exhibit E to the Servicing Agreement sets forth the Confidentiality, Non-Disclosure and Security requirements for confidential information related to customers, including without limitation any "nonpublic personal information' as defined under the GLB Act and regulations promulgated thereunder

1 **Confidential Information.**

For the purposes of this Agreement "Confidential Information" shall mean all information related to customers, including without limitation any 'nonpublic personal information" as defined under the GLB Act and regulations promulgated thereunder in oral, demonstrative, written, graphic or machine-readable form, whether or not owned or developed by the Bank

2 **Disclosure and Protection of Confidential Information.**

(a) The Bank warrants that its disclosure of Confidential Information to GMACM is in accordance with applicable state and federal laws and the Bank s own privacy policy

(b) Servicer agrees not to use Confidential Information for any purpose other than the fulfillment of Servicer's obligations to the Bank Servicer shall not disclose, publish, release, transfer or otherwise make available Confidential Information in any form to, or for the use or benefit of, any third party without Bank's prior written consent Servicer shall, however, be permitted to disclose relevant aspects of the Confidential Information to its employees, agents and subcontractors to the extent that such disclosure is reasonably necessary for the performance of its functions and/or contractual duties and provided that such disclosure is not prohibited by the GLB Act, and the regulations promulgated thereunder or other applicable law. Servicer agrees that it will not use non-public personal information about Bank's customers in any manner prohibited by the Gramm-Leach-Bliley Act Servicer agrees that it shall remain fully responsible for any disclosure as set forth in the preceding sentence Servicer further agrees to advise Bank promptly in writing of any misappropriation, or unauthorized disclosure or use of Confidential Information which may come to the attention of Servicer, and to take all steps reasonably requested by Bank to limit, stop or otherwise remedy such misappropriation, or unauthorized disclosure or use If the GLB Act or other applicable law now or hereafter in effect imposes a higher standard of confidentiality and/or protection to the Confidential Information, then such standard shall take precedence over the provisions of this Section

(c) Servicer will make no more copies of the Confidential Information than is necessary for Servicer's use All copies made, in any medium whatsoever, shall be covered by the terms and conditions of this Agreement.

(d) Each party shall develop, implement and maintain a comprehensive information security program (the "Security Program") to protect Confidential Information that includes administrative, technical and/or physical safeguards appropriate to such party's size and complexity and the nature and scope of its activities in compliance with the GLB Act and regulations promulgated thereunder The objective of each such Security Program shall be to insure the security and confidentiality of Confidential Information, protect against any anticipated threats or hazards to the security or integrity of Confidential Information that could result in substantial harm or inconvenience to any customer

(e) Servicer will ensure that any third party to whom it transfers Confidential Information enters into an agreement to protect the confidentiality and security of Confidential Information in a manner no less stringent than required by this Agreement

(f) Upon request, a party shall provide to the other party information such as audits or summaries of test results demonstrating the effectiveness of its Security Program.

(g) California Personal Information Statute Servicer acknowledges that Bank Confidential Information may include personal information pertaining to California residents Servicer shall ensure that its system and/or the networks comply with the requirements of California Civil Code §1798 82 et seq , or any similar federal or state statute that may enacted (the "California Statute"), including the encryption of all personally-identifiable Bank Confidential Information If Servicer believes that personally-identifiable Bank Confidential Information has been accessed without proper authorization, or there has been an unsuccessful attempt to access such Confidential Information Servicer shall provide written notice to Bank within twenty-four (24) hours If Bank determines that actions must be taken to comply with the California Statute, Servicer shall fully cooperate with Bank to achieve such compliance Nothing contained herein shall be deemed to release Servicer from its indemnification obligations as set forth in the Agreement

3. **Return of Materials.**

(a) All Confidential Information, including copies thereof, shall be promptly returned to Bank upon request, except that copies may be retained, if required, for legal or financial compliance purposes

(b) Upon termination or expiration of the business relationship and/or Agreement, all Confidential Information, including copies thereof, shall be promptly returned to such party or destroyed except that copies may be retained, if required, for legal or financial compliance purposes

60210

SECOND ADDENDUM TO SERVICING AGREEMENT

This Second Addendum dated as of April 1, 2005 (the "Addendum") is made to the Servicing Agreement dated as of August 21, 2001 and amended as of July 1, 2004 (the "Agreement") by and between GMAC Mortgage Corporation ("GMACM" or "Servicer"), a Pennsylvania corporation with its principal office at 100 Witmer Road, Horsham, Pennsylvania 19044-0963 and GMAC Bank (the "Bank"), a federal savings bank with its principal office at 3710 Kennett Pike, Greenville, Delaware 19807.

Explanatory Statement

1. GMACM and the Bank have entered into the Agreement, whereby GMACM will service certain residential mortgage loans and lines of credits originated or acquired by the Bank.

2. GMACM and the Bank wish to amend Exhibit A to the Agreement as it applies to Servicing Compensation payable to GMACM for its Servicing Activities with respect to loans held for investment.

3. It is the intent of the Bank and GMACM that this Addendum comply with the requirements of Sections 23A and 23B of the Federal Reserve Act, the applicable provisions of the Home Owners Loan Act, and the implementing OTS regulations

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1 The capitalized terms used herein, unless otherwise defined, shall have the meanings set forth in the Agreement.

2. Exhibit A to the Agreement is hereby amended and replaced in its entirety by the Servicing Fee Schedule for Held for Investment Loans attached as Exhibit A hereto

3 Any conflict between the provisions of this Addendum and those of the Agreement shall be resolved in favor of the provisions of this Addendum. Except as expressly set forth in this Addendum, no modification of the Agreement is made or intended to be made by this Addendum, and the Agreement, as amended by this Addendum, is confirmed and reaffirmed by GMACM and the Bank and shall be and remain in full force and effect.

IN WITNESS WHEREOF, each of the undersigned parties to this Addendum has caused this Addendum to be duly executed in its corporate name by one of its duly authorized officers, all as of the date first above written.

ATTEST:

_____

GMAC MORTGAGE CORPORATION

By: William Maguire
William Maguire
Its: Senior Vice President

ATTEST:
Linda Leigh

GMAC BANK

By Peter A Simon
Peter A. Simon
Its: Senior Vice President

1

1 As defined in the GMACM service level template attached hereto

Exhibit A

Servicing Fee Schedule for Held for Investment (HFI) Loans

Pricing GMACB has chosen not to use the Private Label service offered by NLA, and consequently, the following prices are for servicing with GMACM branding GMACB will be charged on a pass-thru basis for certain Firsts and on a sub-servicing invoice basis for certain HFI Firsts HELs and HELOCs

Sub-servicing Program Set-up Charge No Charge

Set Up Fee Per Loan/Line
From GMACM No Charge
From Other Parties Actual out-of-pocket expenses passed through to GMACB plus reasonable GMACM personnel costs on a case-by-case basis

Borrower Web Access No Charge

Service Fee Per Loan/Line Monthly service fee per product

1) For first mortgage loans funded prior to July 1, 2004, classified as HFI and serviced under Investor # 50230 Block # 10003, and for first mortgages classified as HFS; there is no change from the practice of passing through net interest after deducting the applicable servicing fee basis points per annum depending on the loan type) on the outstanding unpaid principal balance

2) For HEL – basis points and HELOC – basis points based on the daily average outstanding balance for the month, to be invoiced monthly effective July 1, 2004 All HEL and HELOC loans will be serviced using the "consumer/HELOC" service level process [1]

3) For first mortgage "Prime" loans funded subsequent to June 30, 2004, classified as HFI and serviced under newly established blocks (These will be communicated with the effective date announcement) basis points per annum on the daily average outstanding balance for the month, to be invoiced monthly effective when announced on a date to be determined All "Prime" loans will be serviced using the "Prime/Base" service level process [1]

4) For first mortgage "Alt-A" loans funded subsequent to March 1, 2005, classified as HFI and serviced under newly established blocks (these will be communicated with the effective date of the announcement) basis points per annum on the daily average outstanding balance for the month, to be invoiced monthly effective when announced on a date to be determined All "Alt-A" loans will be serviced using the "Alt-A/Enhanced" service level process [1]

Daily average outstanding balances will be obtained from the servicing system for the affected investor/blocks GMACM NLA will prepare the invoice and forward to GMAC Bank Accounting for approval by noon on the second business day of each month for information regarding the prior month

Firsts (Prime)	Firsts (Alt-A)	HEL	HELOC
bps/annum	bps/annum	bps/annum	bps/annum

Ancillary Income

Late Fees and Late Charges	For account of GMACB
Principal and Interest Float	For account of GMACB (P&I receipts are passed to GMACB on an actual basis as received)
Escrow and Interest Float	For account of GMACM (T&I value is given to GMACM)

1 As defined in the GMACM service level template attached hereto

Servicing Activity Fees	For account of GMACM (e g payoff statements, fax fees) if paid by the Borrower
Optional Products	Revenue of non-banking products retained by GMACM
Customer Prepayment Fees	For account of GMACB
De-Boarding Fee Per Loan for HFI assets sold to a third party	Actual out-of-pocket expenses passed through to GMACB plus reasonable GMACM personnel costs

Service Level Template For HFI Loans

#		Service Level Name	Specific Measure Definition	Prime/Base	Alt-A/Enhanced	Sub Prime	Consumer/HELOC	Sp Serv/Aggressive	Comments
				Commitment	Commitment	Commitment	Commitment	Commitment	
1	Boarding Default Data	Data Entry	Data loaded within x days of data delivery	100% in 7 business days	100% in 7 business days			100% in 7 business days	
2	Collections	Welcome Call	available % made within # of days	Not Applicable	Not Applicable	100% within 10 d ys (post boarding)	Not Applicable	100% within 10 days upon receipt of data	
3	Collections	Outbound Call Starts	First delinquency day for contact	Per Freddie Mac Early Indicator Score, Day 17	Per Freddie Mac Early Indicator Score, Day 8	Day 5	Day 2	Day 2	EI scoring model driven
4	Collections	Outbound Call Attempts	# of attempts in 30 day delinquency cycle	4 attempts, 30 days	4 attempts 30 days	10 attempts 30 days	10 attempts 30 days	Daily	Prime Alt A sub-prime are EI driven Consumer are FICO driven
6	Collections	Outbound Penetration Rate	% of loans with attempted contact from eligibility date	95% within 30 days of eligibility date	95% within 30 days of eligibility date	95% within 5 days of eligibility date	95% within 5 days of e gibility date	95% daily	score campaigns can start between day 2 and day 31
7	Collections	Failed Promise of Payment Recontact Date	# of days between fail date and recontact attempt date	not to exceed 10 days	not to exceed 10 days	Daily	Daily	Daily	Promises to pay and repayment plans
8	Correspondence	Late Charge Notices Sent	% notified of late charge assessed per month	95% per month	95% per month			95% per month	
9	Correspondence	Intent to Foreclose / Breach Letter	% notified by x day of delinquency	95% by 63rd day of delinquency	95% by 32nd day of delinquency	95% by 32nd day of delinquency	95% by 63rd day of delinquency	95% by 32nd day of delinquency	
10	Correspondence	Breach Letter Expiration Notice	% sen. by x day of delinquency	95% by 95th day of delinquency	95% sent 30 days after breach expiration	95% sent 30 days after breach expiration	Not Applicable	95% sent 30 days after breach expiration	
11	Property Inspections	Initial Inspection	% completed by x day of delinquency	95% by 45th day of delinquency	95% by 45th day of delinquency			95% by 45th day of delinquency	
12	Property Inspections	Subsequent Inspections	% completed monthly until resolution	Per FNMA Guides	Per FNMA Guides			95% per month	
13	Property Valuations	Initial BPO ordered	% ordered by x day of delinquency	95% by 65th day of delinquency	95% by 65th day of delinquency			95% by 65th day of delinquency	
14	Property Valuations	Subsequent BPOs	% ordered every 6 months	95% once every 6 months	95% once every 6 months			95% once every 6 months	
15	Foreclosure	Referral to Attorney	% completed within x days of breach expiration	95% within 15 days	95% within 15 days			95% within 15 days	
16	Foreclosure	Timeline Guidelines	% completed within Freddie Mac or Insurer guidelines	90%	90%			95%	
17	Foreclosure	Title Delay Resolution	% of delays resolved within x days unless documentation for delay written	95% in 60 days	95% in 60 days			95% in 60 days	
18	Foreclosure	Assignment Delays Resolution	% of delays resolved within x days unless documentation for delay written	95% in 60 days	95% in 60 days			95% in 60 days	
18	Bankruptcy	Loading new Bankruptcies	% loaded within x days of detection	95% in 2 business days	95% in 2 business days			95% in 2 business days	
20	Bankruptcy	Proof of Claim Referral	% referred to attorney	95% referred in 15 business days of detection	95% referred in 15 business days of detection			95% referred in 15 business days of detection	
21	Bankruptcy	Chapter 7 Motion for Relief	% referred to attorney	95% referred in 15 business days of assignment to bankruptcy processor	95% referred in 15 business days of assignment to bankruptcy processor			95% referred in 15 business days of assignment to bankruptcy processor	
22	Bankruptcy	Chapter 13 Motion for Relief	% referred to attorney	95% at earliest date not to exceed 90 days past post petition due date	95% at earliest date not to exceed 90 days past post petition due date			95% at earliest date not to exceed 90 days past post petition due date	
23	Bankruptcy	Referral for Next Appropriate Action (Foreclosure Collection Loss Mitigation)	% referred for next action	95% in 3 business days	95% in 3 business days			95% in 3 business days	
24	Bankruptcy	Receipt of Chapter 13 Proposed Plans	% reviewed/objected to by confirmation date	95%	95%			95%	
25	Loss Mitigation	Solicitation Prompts	# of solicitation attempts per month commencing x	2 calling attempts per month after foreclosure referral	2 calling attempts per month after foreclosure referral, solicitation card mailed at Day-90	2 calling attempts per month after foreclosure referral solicitation card mailed at Day 60	2 calling attempts per month after Day-120	2 calling attempts per month after foreclosu e referral solicitation card mailed at Day-60	
26	Loss Mitigation	Follow up Packages Sent	% called within x business days	95% within 15 business days	95% within 10 business days	95% within 10 business days	95% within 10 business days	95% within 10 business days	
27	Loss Mitigation	Follow up on Repayment Plans	% follow ed up x days prior to plan due date	95% within 10 days of plan due date	95% within 10 days of plan due date	95% within 10 days of plan due date	95% within 10 days of plan due date	95% within 10 days of plan due date	
28	Loss Mitigation	Equity Evaluation	# of completed evaluations by Day 120	Not Applicable	Not Applicable	90% by the 120th day of default	90% by the 120th day of default	90% by the 120th day of default	
29	REO	Marketing Available for Sale to List		30 days/95% rolling average	30 days/95% rolling average			30 days/95% rolling average	
30	REO	Marketing List Date to Sale		120 days/95% rolling average	120 days/95% rolling average			120 days/95% rolling average	
31	REO	Marketing Executed contract to close date		45 days/95% rolling average	45 days/95% rolling average			45 days/95% rolling average	
32	REO	Cash Proceeds Sales Price to Market Value		97% average	97% average			97% average	
33	REO	less Closing Costs and Concessions to Market Value		87% average	87% average			87% average	
34	Post Sale	Claim to Insure	% within x days of disposition	95% within 30 days	95% within 30 days			95% within 30 days	
35	Post Sale	Claim to Investor	% within x days of disposition	95% within 30 days	95% within 30 days			95% within 30 days	
36	Post Sale	Liquidation Reports	% within x days of disposition	95% within 5 days	95% within 5 days			95% within 5 days	
37	Cash Posting	Posting of Funds (Forbearance and Bankruptcy plans)	% within x business days	95% in 2 business days	95% in 2 business days			95% in 2 business days	
38	Lien Release and Subordinations	Subordinations	% completed in x business days	95% within 15 business days	95% within 12 business days			95% within 10 business days	