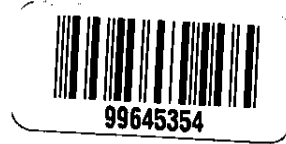


Please return recorded document to:
Crestar Bank
Consumer Loan Servicing
1301 Office Center Dr.
Suite 200
Ft. Washington, PA 19034
Attn: Dustin Queenan
Loan #:5530084411



MODIFICATION AGREEMENT (Increase of Credit Limit)

THIS LOAN MODIFICATION AGREEMENT ("Agreement"), dated as the 30th of July, 1998, by and between Crestar Bank, (the "Lender") and Kenneth L. Kaufman, (the "Borrower"), provides:

WHEREAS, the Lender is the owner and holder of that certain mortgage, deed of trust or other security instrument (the "Security Instrument"), dated November 15, 1994 made by the Borrower to the Lender and recorded on November 18, 1994, as Document No. 94981076 securing the repayment of an indebtedness up to a maximum principal amount of \$25,000.00 plus interest owed by the Borrower to the Lender under the terms of a home equity line of credit agreement and promissory note (the "Account Agreement"), dated as of November Fifteenth Nineteen Hundred and Ninety Four; and

WHEREAS, the Lender has agreed to increase the Credit Limit under the Account Agreement to Thirty Five Thousand Dollars (\$35,000.00);

NOW, THEREFORE, for good and valuable consideration, the Lender and the Borrower agree as follows:

1. The Account Agreement is hereby modified to increase the Credit Limit to \$35,000.00.
2. The Security Instrument is hereby modified to increase the maximum aggregate amount of principal to be secured at any one time from \$25,000.00 to \$35,000.00.
3. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, and assigns of the parties.
4. (a) Unless otherwise defined in the Agreement, all capitalized terms shall have the same meaning as given in the Account Agreement and Security Instrument.

(b) Nothing in the Agreement shall be construed to be a satisfaction or release in whole or in part of the Account Agreement and Security Instrument. Except as otherwise specifically provided in the Agreement, the Account Agreement and Security Instrument will remain unchanged, and the Borrower and the Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by the Agreement.

(c) Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless this Agreement or the context otherwise requires.

5-4
P 3
my FA

This Modification Agreement is given, executed and delivered by the undersigned on the same day and year first written above.

[Signature]
Borrower: Kenneth L. Kaufman

Crestar Bank
GMAC Mortgage Corporation as
Attorney in Fact

[Signature]
Joan Duxbury
Assistant Vice President

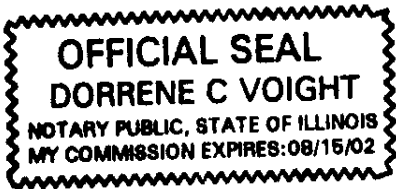
ACKNOWLEDGMENT OF BORROWER

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On Aug 3, 1998, before me, a Notary Public in and for said State and County, personally appeared KENNETH L. KAUFMAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/ are subscribed to the within instrument and acknowledged to me that he/ she/ they executed the same as his/ her/ their free act and deed.

[Signature]
Notary Public

My Commission Expires: 8/15/02

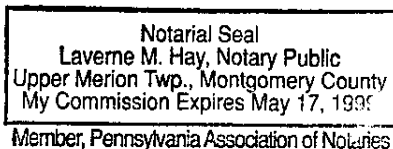


ACKNOWLEDGMENT OF LENDER

On 11-24-98, before me, a Notary Public in and for the County of Montgomery, State of Pennsylvania, personally appeared JOAN A. DUXBURY, to me personally known to be the ASSISTANT VICE PRESIDENT of said corporation; that the Seal affixed to said instrument is the Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation, CRESTAR BANK, GMAC MORTGAGE CORPORATION AS ATTORNEY IN FACT by the authority of its Board of Directors, and they acknowledge the execution of said instrument to be the voluntary act and deed of said Corporation, by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last written.

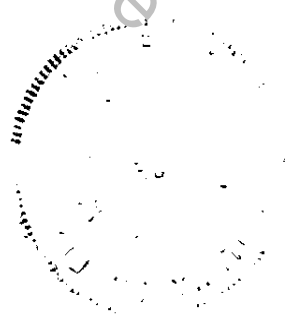
[Signature]
Laverne M. Hay
Notary Public in and for said County and State
My Commission Expires:



UNOFFICIAL COPY

Property of Cook County Clerk's Office

OFFICIAL SEAL
DORRINE C VOIGHT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 01/31/2015



ACKNOWLEDGMENT OF LENDER

On 0/23/99, before me, a Notary Public in and for the County of Montgomery, State of Pennsylvania, personally appeared JOAN A. DUXBURY, to me personally known to be the VICE PRESIDENT of said corporation; that the Seal affixed to said instrument is the Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation, CRESTAR BANK, GMAC MORTGAGE CORPORATION AS ATTORNEY IN FACT by the authority of its Board of Directors, and they acknowledge the execution of said instrument to be the voluntary act and deed of said Corporation, by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last written.

Pamela J. Corey
Pamela J. Corey
Notary Public in and for said County and State
My Commission Expires:

NOTARIAL SEAL
PAMELA J. COREY, Notary Public
Fort Washington, Montgomery County
My Commission Expires June 24, 2002

Montgomery County Clerk's Office