

This instrument was prepared by:

(After recordation, return to:)

The Prudential Bank and Trust Company  
Two Concourse Parkway, Suite 500  
Atlanta, GA 30328

Account Number: 281838206

  
Mary Anderson

Inst # 1994-01710


### MODIFICATION AGREEMENT

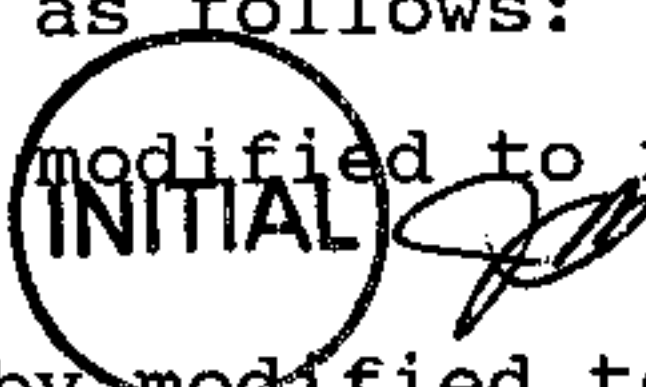
(Reduction of Credit Limit)

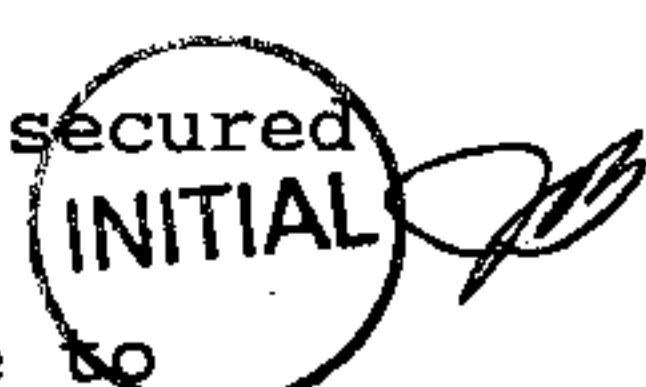
THIS LOAN MODIFICATION AGREEMENT ("Agreement"), dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, by and between The Prudential Bank and Trust Company (the "Lender") and Janet M Byars (the "Borrower"), provides:

WHEREAS, Lender is the owner and holder of that certain mortgage, deed of trust or other security instrument (the "Security Instrument"), dated 10/28/92, made by the Borrower to Lender and recorded in Book or Liber 1992, at page(s) 25590, or Document No. \_\_\_\_\_ of the Public Records of Shelby County, State of Alabama, securing the repayment of an indebtedness up to a maximum principal amount of \$21600.00 plus interest owed by Borrower to Lender under the terms of a home equity account agreement (the "Account Agreement"), dated as of 10/28/92; and

WHEREAS, the Borrower has requested and the Lender has agreed to reduce the Credit Limit under the Account Agreement to Twenty Thousand Six Hundred and No/100 Dollars (~~(\$21600.00)~~; (\$20,600.00);

 NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by execution of this Agreement, the Lender and Borrower agree as follows:

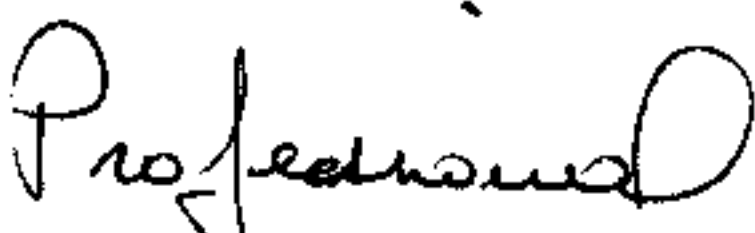
1. The Account Agreement is hereby modified to reduce the Credit Limit to ~~\$21600.00~~ \$20,600.00. 

2. The Security Instrument is hereby modified to reduce the maximum aggregate amount of principal to be secured at any one time from \$21600.00 to ~~\$21600.00~~ \$20,600.00. 

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 this Agreement, all capitalized terms shall have the same meaning as given in the Account Agreement and Security Instrument.

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09:46 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 13.50



(b) Nothing in this 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 this Agreement, the Account Agreement and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

(c) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by Borrower and shall be secured by the Security Instrument.

(d) 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.

THIS LOAN MODIFICATION AGREEMENT is given, executed, and delivered by the undersigned on the same day and year first written above.

The Prudential Bank and Trust Company

  
Janet M. Byars

By:   
Paul VanderWaal  
Its Vice President

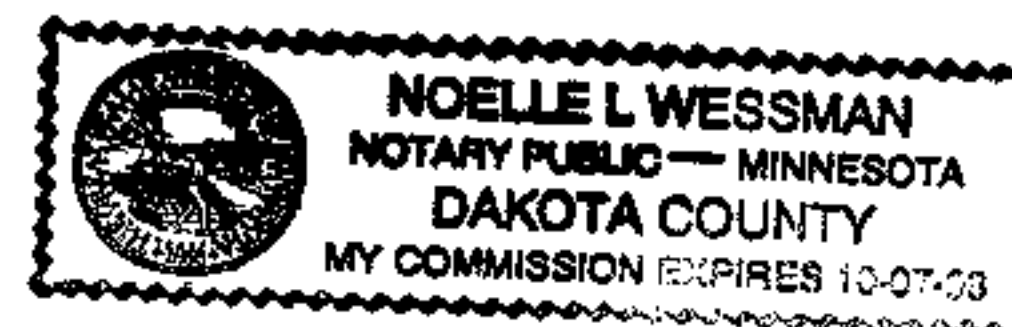
STATE OF MINNESOTA

COUNTY OF HENNEPIN

On this 13th day of Oct, 1993, before me, the undersigned, a Notary Public in and for said county, appeared Paul VanderWaal to me personally known, who being duly sworn, did say that he/she is a Vice President of The Prudential Bank and Trust Company and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.

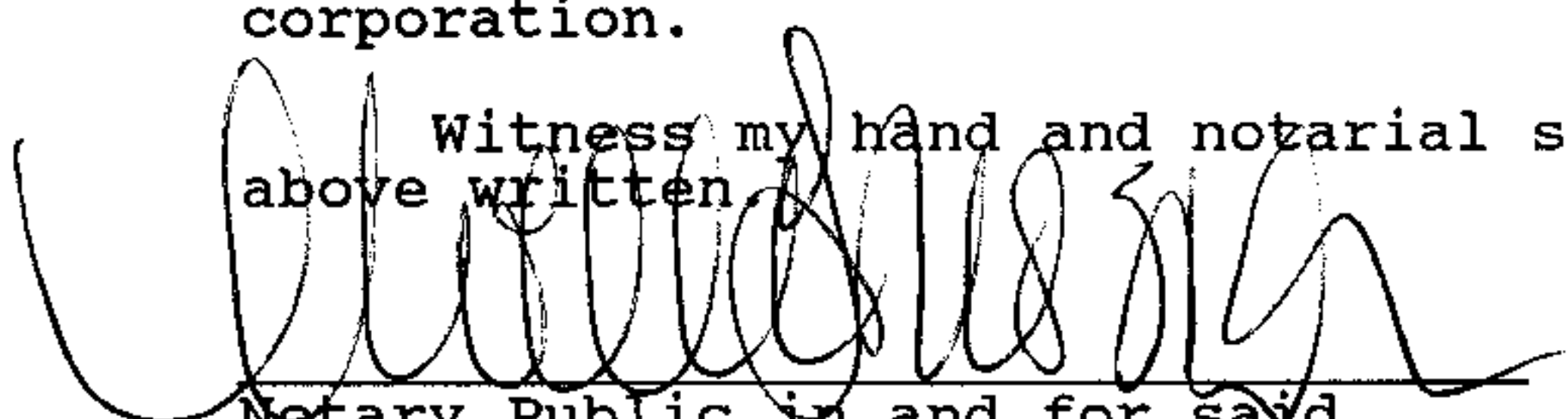
  
Notary Public in and for said  
County and State

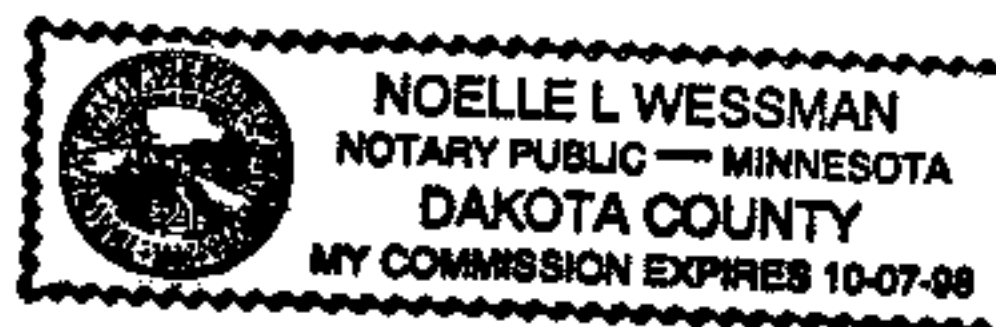


STATE OF MINNESOTA )  
COUNTY OF HENNEPIN ) ss.

On this 13th day of Oct, 1993, before me, the undersigned, a Notary Public in and for said county, appeared Paul VanderWaal and Mary Kay Badar to me personally known, who being duly sworn, did say that he/she is a Vice President and Assistant Secretary, respectively, of The Prudential Bank and Trust Company and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.

  
Notary Public in and for said  
County and State

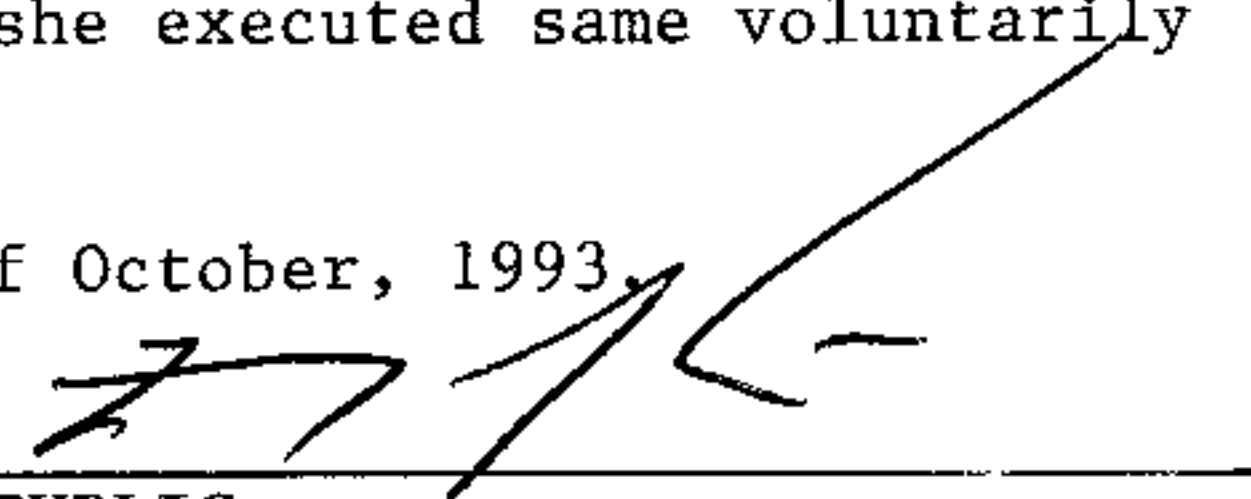


STATE OF ALABAMA: COUNTY OF JEFFERSON:

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Janet M. Byars, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument she executed same voluntarily on the day the same bears date.

Given under my hand and seal this 25th day of October, 1993.

MY COMMISSION EXPIRES:  
December 9, 1993

  
NOTARY PUBLIC

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