

**HELP Loan Modification Agreement
(Changing Maximum Credit Limit)**

7112

This is an Agreement by and between Eli Lilly Federal Credit Union (the "Credit Union") and **J. FRED WALDRUM AND MARTHA R. WALDRUM, HIS WIFE** ("Borrower"). Borrower has executed and delivered to the Credit Union a Variable Rate Home Equity Lending Agreement (the "Agreement") dated 2/19/93 in the sum of \$160,000.00 secured by a Real Estate Mortgage and/or Deed of Trust of the same date recorded in Record VOL.: 1993 PAGE: 10420 in the Office of the Recorder of Shelby County, AL. Borrower has requested the Credit Union to modify the terms and conditions of the Agreement.

Accordingly, the parties agree that:

1. Effective as of the date of this Modification, the Maximum Credit Limit under the Agreement is \$160,000.00.
2. The first sentence of paragraph 1 of the Agreement is amended to read as follows: For a period of 119 months from the date of this Modification, the Borrower may obtain, and the Credit Union is obligated to make, extensions of credit up to the Maximum Credit Limit in an amount not less than the Minimum Advance.
3. Unless sooner paid, all outstanding credit, accrued and unpaid interest, and other charges for which Borrower is liable under the Agreement, will be due and payable on 2/1/28.
4. Except as stated above, all other terms of the Agreement and the Real Estate Mortgage and/or Deed of Trust, including terms respecting changes in the interest rate and monthly payments, if any, remain in full force and effect.

Date: 2/5/03

J. Fred Waldrum
J. FRED WALDRUM

Martina R. Waldrum
MARTHA R. WALDRUM

STATE OF Alabama)
COUNTY OF Shelby) SS:

Before me, a Notary Public in and for said County and State, personally appeared J. FRED WALDRUM, MARTHA R. WALDRUM, and acknowledged the execution of the foregoing as a voluntary act and deed.

WITNESS my hand and Notarial Seal for this date 2/5/03.

My Commission Expires:

February 17, 2006

My County of Residence:

Shelby

Judith Ann Lawson
Notary Public

JUDITH ANN LAWSON
Printed Signature

Instrument Prepared by KARYN CLEVINGER

After recording return to: Eli Lilly Federal Credit Union, P.O. Box 7123, Indianapolis, IN 46207-7123