DECREASE OF CREDIT LINE FOR HOME EQUITY LINE OF CREDIT AGREEMENT OR TLC HOME EQUITY OPTIONS AGREEMENT

When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

ACCOUNT NO. <u>169368230-1</u>

May 20th 2013

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This agreement (hereinafter referred to as the "Modification") is made by and between Fist Commercial div Synovus Bank as successor in interest by merger with First Commercial Bank (hereinafter referred to as the "Lender") and Shivakumar, Nagaraj M. a married man Puttanna. Parvathi M. his wife (hereinafter referred to as the "Borrower")(Lender and Borrower may hereinafter be referred to individually as a "Party" or collectively as the "Parties").

WITNESSETH:

WHEREAS, on May 20th, 2013, Borrower entered into a: HELOC Home Equity Line of Credit Agreement, which may have been previously amended from time to time (hereinafter the "Agreement"); and

WHEREAS, the Parties now desire to modify the Agreement as described below.

NOW THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower and Lender covenant and agree that:

The Credit Line in the Agreement, which may have been previously amended from time to time and which is currently One Hundred Eighteen Thousand Four Hundred Forty Four Dollars and 00/100 (\$118,440.00) Dollars, be decreased to One Hundred Ten Thousand Dollars and 00/100 (\$110,000.00) Dollars.

The Parties further acknowledge and agree that the decrease in the Credit Line by this Modification does not constitute a change for which notice is required by TILA (Regulation Z) 12 C.F.R. Part 226 et seq., as amended, or an Adverse Action as that term is defined in Regulation B 12 C.F.R. Part 202 et seq., as amended, or FCRA/FACTA 15 U.S.C. §1681 et seq., as amended, and to the extent this decrease may be an Adverse Action then the execution hereof by Borrower shall act as written notice, acknowledgment, and consent to such action.

Except as herein specifically and expressly modified, it is covenanted and agreed between Borrower and Lender that all of the other terms, covenants and conditions of the Agreement and/or any other loan and/or collateral documentation previously executed by and between Borrower and Lender, as the case may be, shall remain in full force and effect.

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This Modification modifies certain terms and conditions of a valid, existing obligation, and the Parties hereto agree that this Modification is not intended to substitute or extinguish such valid, existing obligation, nor is this Modification intended to effect a novation of such valid, existing obligation, and in the event of any other default as set forth in the Agreement or this Modification, Lender shall have the same rights to proceed against any collateral or property identified in the Agreement or other documentation previously executed by and between Borrower and Lender as if the Agreement as modified had initially been secured by said collateral or property.

This Modification may be amended in accordance with the terms of the Agreement.

This Modification may be executed in multiple counterparts each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to each Party hereto.

IN WITNESS WHEREOF, Lender and Borrower have executed and delivered this Modification under seal, on this 24th day of April, 2013.

First Commercial div Synovus Bank as Successor in interest by merger with First Commercial Bank

By: Jan Walburg (Seal Name: Jean Walburg

Title: Manager

"Borrower"

By: Nagaroj. M. Shivakuna (Seal)

Name: Nagaraj M Shivakumar

By: Parnatti M Puttana (Seal)

Name: Parvathi M Puttanna

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First Commercial div Synovus Bank as Successor in interest by merger with First Commercial Bank

By: Quan Walture (Seal)

Name: <u>Jean Walburg</u>
Title: <u>Manager</u>

"Borrower"

By:____(Seal)

Name: Nagaraj M Shivakumar

By: _____(Seal)

Name: Parvathi M Puttanna

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