



20090909000345520 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
09/09/2009 12:44:47 PM FILED/CERT

PREPARED BY: MHughes
RETURN TO:
Wachovia Bank, National Association
816 Greenbrier Circle, Suite G, VA9505
Chesapeake, VA 23320

ALABAMA MORTGAGE RECORDING TAXES IN THE AMOUNT OF \$4,500.00 HAVE BEEN PAID WITH THE RECORDING OF THAT CERTAIN MORTGAGE DATED JUNE 16, 2008, AS RECORDED IN BOOK NO. LR200807, PAGE NO. 17777 (AT INSTRUMENT NO. 20080618000847290) IN JEFFERSON COUNTY. THIS MODIFICATION OF MORTGAGE IS ADDING REAL ESTATE TO THE PROPERTY SUBJECT TO THE MORTGAGE IN JEFFERSON COUNTY. THE AMOUNT OF THE OBLIGATIONS SECURED HAS NOT INCREASED.

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE is made August 26, 2009, by SIGNATURE TRACE, LLC, whose address is 3545 Market Street, Hoover, Alabama 35226, the Mortgagor under the Mortgage described below ("Mortgagor"), and Wachovia Bank, National Association, a national banking association as Mortgagee (referred to herein as "Bank"), whose address is 7711 Plantation Road, Roanoke, Virginia 24019. Bank is the mortgagee hereunder for indexing purposes by the judge of probate.

RECITALS

Bank is owner and holder of a certain Mortgage, together with all extensions and modifications thereof whenever made, (the "Mortgage") dated **June 16, 2008**, recorded AS Instrument **#20080620000252480**, of the public land records of the County of **SHELBY**, State of Alabama.

Mortgagor has agreed to mortgage the property described in EXHIBIT A attached hereto and made part hereof (the "Property") to Bank as additional security for all obligations described in the Mortgage (the "Obligations").

WITNESSETH:

Additional Property Encumbered by the Mortgage. "Loan Documents" and "Default" have the definitions set forth in the Mortgage.

NOW THEREFORE, and in consideration of these premises and for other consideration, Mortgagor does mortgage, grant, bargain, sell and convey, with power of sale unto Bank, its successors and assigns, all of Mortgagor's right, title and interest now owned or hereafter acquired in and to the Property, including all estates, rights, tenements, hereditaments, privileges easements, and appurtenances of any kind benefiting the Property, all means of access to and from the Property, whether public or private and all water and mineral rights.

The Property is subject to the terms of the Mortgage as fully as if the Property had been included in the description of the property subject to the Mortgage at the time execution of the Mortgage.

TO HAVE AND TO HOLD the Property and all the estate, right, title and interest, in law and in equity, of Mortgagor's in and to the Property unto Bank, its successors and assigns, forever.


Mortgagor WARRANTS AND REPRESENTS that Mortgagor is lawfully seized of the Property, that Mortgagor has the legal right to convey and encumber the same, and that the Property is free and clear of all liens and encumbrances. Mortgagor further warrants and will forever defend all and singular the Property and title thereto to Bank and Bank's successors and assigns, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS that if (i) all the Obligations (including without limitation, all termination payments and any other amounts due under or in connection with any swap agreements (as defined in 11 U.S.C. § 101) secured hereunder) are paid in full, (ii) each and every representation, warranty, agreement, covenant and condition of this Mortgage, and the other Loan Documents, are complied with and abided by, and (iii) any and all swap agreements (as defined in 11 U.S.C. § 101) secured hereunder have matured or been terminated, then this Mortgage and the estate hereby created shall cease and be null, void, and canceled of record.

Mortgage Confirmed. Mortgagor acknowledge(s) and agree(s) that the Mortgage and any prior modifications thereof, except as expressly modified by this Modification Agreement shall remain in full force and effect as originally executed and the terms of this Modification Agreement shall be part of the Mortgage.

Document Taxes and Other Charges. Mortgagor shall pay the full amount of any documentary stamp tax, intangible tax, interest, filing fees and penalties, if any, charged incident to the loan transaction and modification(s) described in or created by this Modification and the filing of this Agreement. If Mortgagor fails to pay the obligations under this paragraph, Bank may pay such obligations. Any amounts so paid by Bank shall bear interest at the default rate stated in the Note and shall be secured by the Mortgage.

INTENTIONALLY LEFT BLANK


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IN WITNESS WHEREOF, Mortgagor has duly signed and sealed this instrument as of the day and year first above written.

Mortgagor
SIGNATURE TRACE, LLC
By: NSH CORP, Member

CORPORATE
SEAL

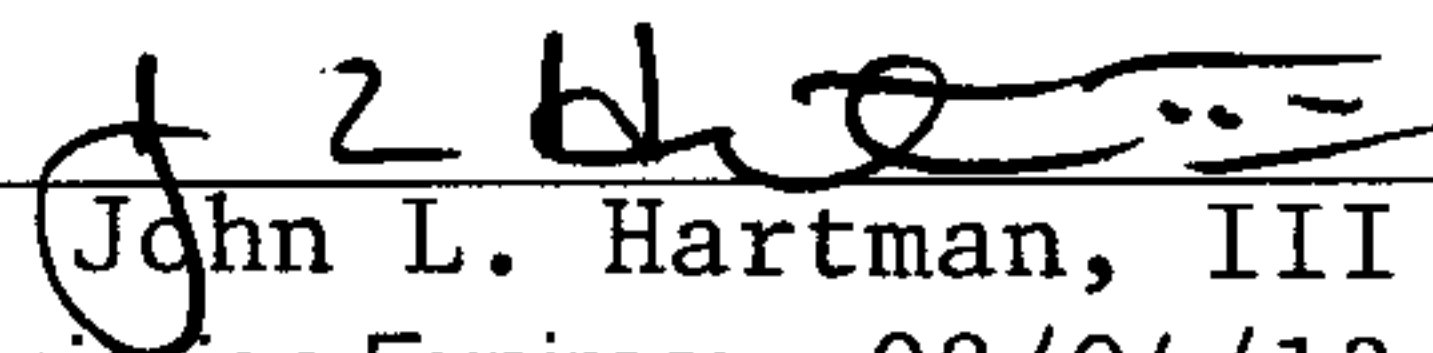
By: 
Dwight A. Sandlin, Chief Executive Officer

Corporate L.L.C. Acknowledgment

I certify that before me appeared this day Dwight A. Sandlin, a person known to me, who after being sworn said he/she is Chief Executive Officer of NSH CORP, a Alabama corporation and is duly authorized to act on behalf of said Corporation acting as the Member of SIGNATURE TRACE, LLC and that the seal affixed to the foregoing instrument is the seal of said Corporation, that said instrument was signed and sealed by him/her, and being informed of the contents thereof, acknowledged execution of the foregoing instrument on behalf of said Limited Liability Company, voluntarily and with full authority.

Witness my hand and official seal, this 26th day of August, 2009.

Notary Seal

, Notary Public
Name: John L. Hartman, III
My Commission Expires: 08/04/13



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EXHIBIT A

Lot 215, according to the Final Record Plat of Creekside Phase 2 - Part A, as recorded in Map Book 38, Page 68, in the Probate Office of Shelby County, Alabama.



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