




20091217000462150 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
12/17/2009 12:11:40 PM FILED/CERT

PREPARED BY: MHughes
RETURN TO:
Wachovia Bank, National Association
816 Greenbrier Circle, Suite G, VA9505 / R3426-011
Chesapeake, VA 23320


20091207001422450 1/3
Bk: LR200911 Pg:29050
Jefferson County, Alabama
I certify this instrument filed on
12/07/2009 12:51:25 PM MTG
Judge of Probate- Alan L. King

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 IN THE AMOUNT OF \$3,000,000.00, AS RECORDED IN BOOK NO. LR200807, PAGE NO. 17777 (AT INSTRUMENT NO. 20080618000847290) IN JEFFERSON COUNTY. ALABAMA MORTGAGE RECORDING TAXES IN THE AMOUNT OF \$15,041.00 HAVE BEEN PAID WITH THE RECORDING OF THAT CERTAIN MORTGAGE DATED SEPTEMBER 5, 2007 IN THE AMOUNT OF \$10,000,000.00 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA AS INSTRUMENT NO. 20070913000429710. RECORDING TAX OF 3,023.00 WERE PAID ON THE PRINCIPAL INCREASE OF \$2,000,000.00 DATED JUNE 16, 2008 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA AS INSTRUMENT NO. 20080618000248670. THE AMOUNT OF THE OBLIGATIONS SECURED HAS NOT INCREASED.

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE is made November 25, 2009 by INVESTMENT ASSOCIATES, 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 **September 5, 2007**, recorded in as Instrument No. **20070913000429710**, of the public land records of the County of **Shelby**, State of Alabama.

Bank is owner and holder of a certain promissory note in the original amount of \$10,000,000.00, dated September 5, 2007 and increased on June 16, 2008 to \$12,000,000.00 and a certain promissory note in the original amount of \$3,000,000.00, dated June 16, 2008 (collectively the "Note") made by NSH CORP (herein referred to as "Borrower"), payment of which is secured by the Mortgage.

Bank and Borrower have modified the Note and accordingly Bank and Mortgagor have agreed to modify the Mortgage.

WITNESSETH:

In consideration of the foregoing premises Mortgagor and Bank hereby modify the Mortgage and any prior modifications thereof as follows:

Note Modified. Borrower has consolidated the \$12,000,000.00 Note dated June 16, 2008 and the \$3,000,000.00 Note dated June 16, 2008 (as modified, the "Modified Note") by executing an amended and restated note dated of even date herewith, that modifies the terms of the Notes. The stated principal amount due under the Modified Note is \$15,000,000.00.

Modified Note Secured. Mortgagor acknowledge(s) and agree(s) (i) that the Modified Note is a modification of the Note, (ii) that the payment and performance of the Obligations (as the term "Obligations" is defined in the Modified Note) is secured by the Mortgage, (iii) that there are no defenses or impediments to enforcement of the lien of the Mortgage, and (iv) that the Modified Note evidences the same indebtedness as the Note and is not a novation.

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 Modified Note and shall be secured by the Mortgage.

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

Mortgagor
INVESTMENT ASSOCIATES, LLC
By: NSH CORP, Member

CORPORATE
SEAL

By: 
Dwight A. Sandlin, Chief Executive Officer

STATE OF ALABAMA - JEFFERSON COUNTY
I hereby certify that no mortgage tax or deed tax
has been collected on this instrument.

Bank
Wachovia Bank, National Association

Alan J. Fung Judge of Probate

CORPORATE
SEAL

By: *Steven B. Smith*
Steven B. Smith, Vice President

"NO TAX COLLECTED"

20091207001422450 3/3
Bk: LR200911 Pg:29050
Jefferson County, Alabama
12/07/2009 12:51:25 PM MTG
Fee - \$12.00

State of Alabama
County of Jefferson

Total of Fees and Taxes-\$12.00
HATCHERK

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 the CEO of NSH CORP, a Alabama corporation and is duly authorized to act on behalf of said Corporation acting as the Member of INVESTMENT ASSOCIATES, 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 25 day of November, 2009.

Notary Seal

Kristi M. Wilkin
Name: _____, Notary Public
My Commission Expires: _____
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 30, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

State of Alabama
County of Jefferson

Bank Acknowledgment

I certify that before me appeared this day, Steven B. Smith, a person known to me, who after being sworn said he/she is Vice President of Wachovia Bank, National Association, a national banking association, and is duly authorized to act on behalf of said Bank, that the seal affixed to the foregoing instrument is the seal of said Bank and that said instrument was signed and sealed by him/her on behalf of said Bank, and being informed of the contents thereof, acknowledged execution of the foregoing instrument on behalf of said Bank, voluntarily and with full authority.

Witness my hand and official seal, this 4th day of December, 2009.

Notary Seal

John L. Hartman III
_____, Notary Public
John L Hartman III
(Printed Name of Notary)

My Commission Expires: 8/4/13

Work Request / Tracking #: 1575240
CAT - Deal # 1202801 Facility #: 994939