PREPARED BY: P Schuchert
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 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 $3,000.00 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 MODIFICATIONOF MORTGAGE is made March 25, 2010, 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

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").

20100330000095120 2/4 $21.00
Shelby Cnty Judge of Probate, AL
03/30/2010 01:34:03 PM FILED/CERT

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 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 imitation, 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.

20100330000095120 3/4 $21.00
Shelby Cnty Judge of Probate, AL
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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

INVESTMENT ASSOCIATES, LLC
By: NSH CORP, Member

CORPORATE SEAL

By: ______________________
Dwight A. Sandlin, Chief Executive Officer

State of Alabama
County of Jefferson

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 March, 2010.

______________________, Notary Public

Notary Seal

Name:
My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 30, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

20100330000095120 4/4 $21.00
Shelby Cnty Judge of Probate, AL
03/30/2010 01:34:03 PM FILED/CERT

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 31A, according to the Final Plat of the Residential Subdivision of Beaumont, Phase 5, a resurvey of Lots 1-31, as recorded in Map Book 40, Page 5, in the Probate Office of Shelby County, Alabama.

Lot 82, according to the Final Plat of the Residential Subdivision of Beaumont, Phase 5, as recorded in Map Book 39, Page 5, in the Probate Office of Shelby County, Alabama.