



20221031000408210 1/3 \$216.50  
Shelby Cnty Judge of Probate, AL  
10/31/2022 01:33:20 PM FILED/CERT

**Return To:** Regions Bank  
Collateral Management  
2050 Parkway Office Circle  
Birmingham, AL 35244

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## Modification of Mortgage

### With Future Advance Clause

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82304195

The date of this Mortgage ("*Security Instrument*") is August 13, 2022.

When Recorded Return To:

Indecomm Global Services

1427 Energy Park Drive

St. Paul, MN 55108

**Mortgagor**

EDWIN J POCHE AKA EDWIN POCHE and DIANNE  
G POCHE, Husband and Wife;  
204 FALLING WATERS WAY  
MAYLENE, AL 35114-5857

**Lender**

Regions Bank  
Organized and existing under the laws of the state of  
Alabama  
2050 Parkway Office Circle  
Birmingham, AL 35244

**Date:** August 13, 2022

**Loan Number:** 0012110645

**Background.** Mortgagor and Lender entered into a Security Instrument dated March 4, 2019 and recorded on March 20, 2019 2:30:51 PM. The Security Instrument was recorded in the records of SHELBY County, Alabama at Judge of Probate. The property is located in SHELBY County at 204 FALLING WATERS WAY, MAYLENE, AL 35114-5857.

ORIGINAL MORTGAGE INSTRUMENT NUMBER 20190320000090060

Described as: THE FOLLOWING LANDS AND PROPERTY, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON, LYING IN THE CITY OF MAYLENE, SHELBY COUNTY, ALABAMA TO WIT: SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA IN DEED BOOK 2008-218050 LOT 23, ACCORDING TO THE FINAL PLAT OF CROSS CREEK SUBDIVISION, AS RECORDED IN MAP BOOK 38 PAGE 3, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. THIS BEING THE SAME PROPERTY CONVEYED TO DIANNE G. POCHE AND EDWIN POCHE, DATED 04/24/2018 AND RECORDED



20220822T3587

ON 04/25/2018 IN INSTRUMENT NO. 20180425000138450, IN THE SHELBY COUNTY RECORDERS  
OFFICE.PARCEL NO. 23 2 09 0 010 023.000

**Modification.** For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements.

A credit agreement between Lender and EDWIN J POCHE and DIANNE G POCHE (the "*Borrower*") dated August 13, 2022 as modified by the loan modification agreement signed by Borrower and dated the same date as this Modification (the "*Loan Modification Agreement*"). Under the Loan Modification Agreement, the Lender agrees, subject to certain terms, conditions and limitations, to make advances to the Borrower in a principal amount outstanding not to exceed One hundred fifty thousand and 00/100 Dollars (U.S. \$150,000.00) plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than March 4, 2049.

☒ **Maximum Obligation Limit.** The total principal amount secured by the Security Instrument at any one time will not exceed \$150,000.00 ☒ which is a \$125,000.00 ☒ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

**Warranty of Title.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

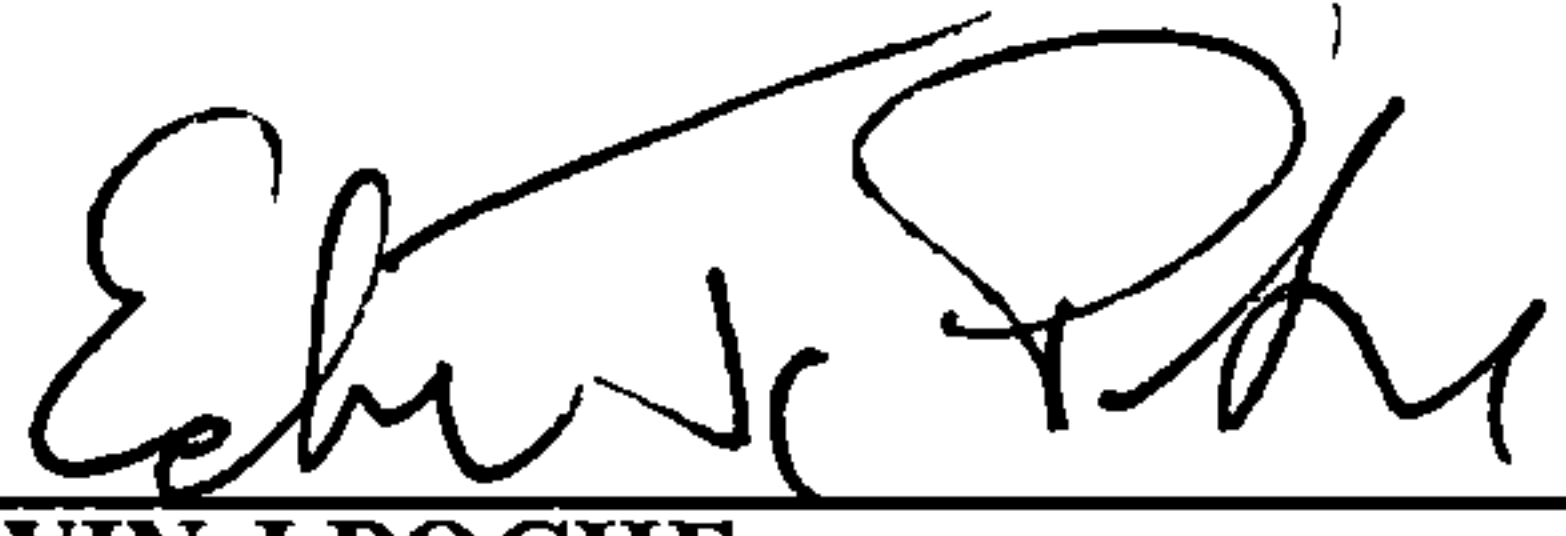

**Continuation of Terms.** Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

**Subordination, Partial Release and Other Modification Requests.** From time to time, Grantor or Borrower may request that we subordinate the lien of this Mortgage to another lien, release part of the Property from the lien of this Mortgage, or agree to some other modification of this Mortgage or the Credit Agreement or any Related Document. We are not obligated to agree to any such request. We may, in our sole discretion, impose conditions on our agreement to any such request. Such conditions may include, without limitation, imposing a fee or increasing the interest rate under the Credit Agreement, or both.

**Signatures.** By signing under seal below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

Signed, sealed and delivered:

**Mortgagor**

	
EDWIN J POCHE	DIANNE G POCHE
Date	Date
Seal	Seal

**Lender**

**Regions Bank**





2022082273587



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**Acknowledgment**

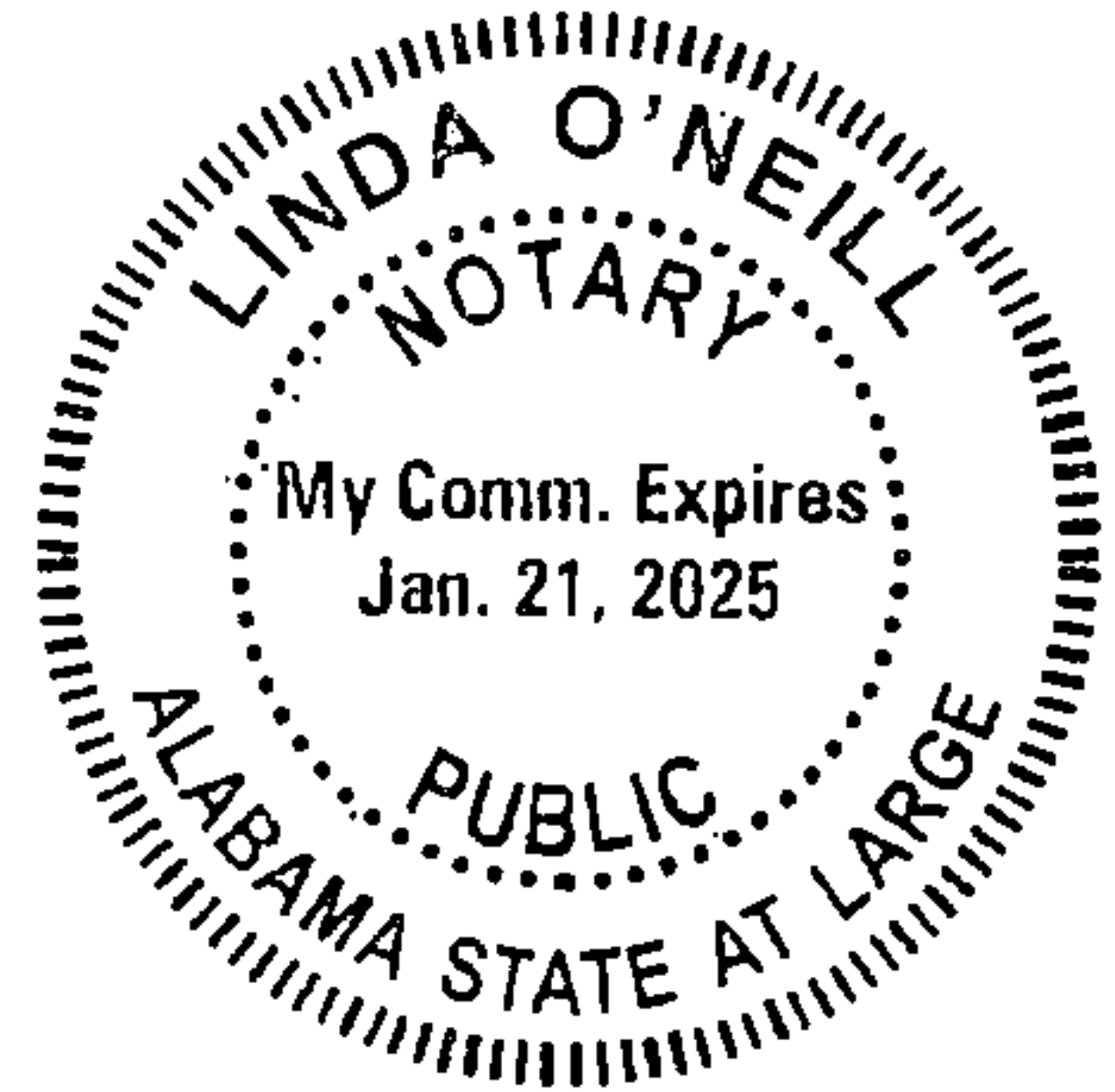
State of Alabama

County of Shelby

I Linda O'Neill a notary public, hereby certify that EDWIN J POCHE whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 13<sup>th</sup> day of August 2022

Linda O'Neill  
Notary Public



Linda O'Neill  
(Print Name)

My commission expires: 01-21-2025

**Acknowledgment**

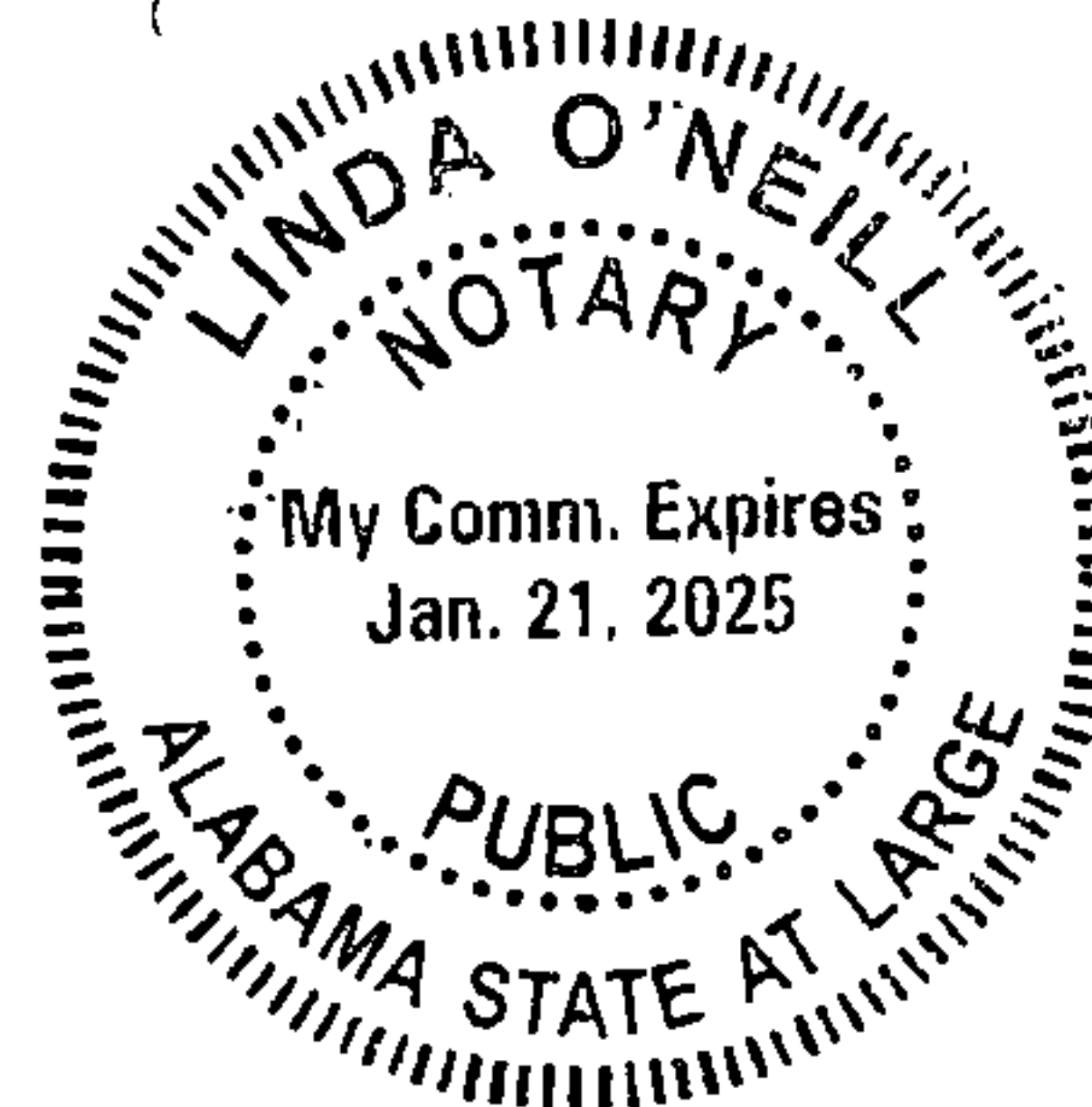
State of Alabama

County of Shelby

I Linda O'Neill a notary public, hereby certify that DIANNE G POCHE whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 13<sup>th</sup> day of August 2022

Linda O'Neill  
Notary Public



Linda O'Neill  
(Print Name)

My commission expires: 01-21-2025

**This Document Prepared By:** Ingrid Jeter  
550 Metroplex Drive  
Nashville, TN 37211



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