

## MORTGAGE

STATE OF ALABAMA     )  
SHELBY COUNTY        )



20210114000023940 1/3 \$449.50  
Shelby Cnty Judge of Probate, AL  
01/14/2021 03:19:14 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

That Whereas BRANDON SCOTT HARDING and LUCIE WATKINS HARDING, husband and wife, (hereinafter called "Mortgagors," whether one or more) are justly indebted to RHODA G. WATKINS, a married woman, (hereinafter called "Mortgagee," whether one or more), in the sum of Two Hundred Eighty-One and 00/100 DOLLARS (\$281,000.00), evidenced by promissory note of even date herewith and payable according to the terms of said note.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, BRANDON SCOTT HARDING and LUCIE WATKINS HARDING, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

**Lot 16, Chelsea Estates, as recorded in Map Book 5 Page 61, in the Probate Office of Shelby County, Alabama.**

SUBJECT TO:

AD VALOREM TAXES DUE OCTOBER 01, 2020 AND THEREAFTER.  
BUILDING AND SETBACK LINES, RESTRICTIONS, COVENANTS AND  
CONDITIONS OF RECORD. MINING AND MINERAL RIGHTS EXCEPTED.

Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

To HAVE AND TO HOLD the above property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned failed to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option

insure said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secure, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Courthouse of said county, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to aid Mortgagee or assigns, for the foreclosure of this mortgage in court, should the same be so foreclosed, said fee to be part of the debt hereby secured.

Should any provision of this Mortgage be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of the Mortgage.

This Mortgage was prepared without the benefit of a survey or title search, and none has been requested.

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IN WITNESS WHEREOF, the Mortgagor herein has executed this instrument on the  
9 day of Jan, 2021

Brandon Scott Harding  
Brandon Scott Harding, Mortgagor

Lucie Watkins Harding  
Lucie Watkins Harding, Mortgagor

STATE OF ALABAMA )  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Brandon Scott Harding** and **Lucie Watkins Harding** whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

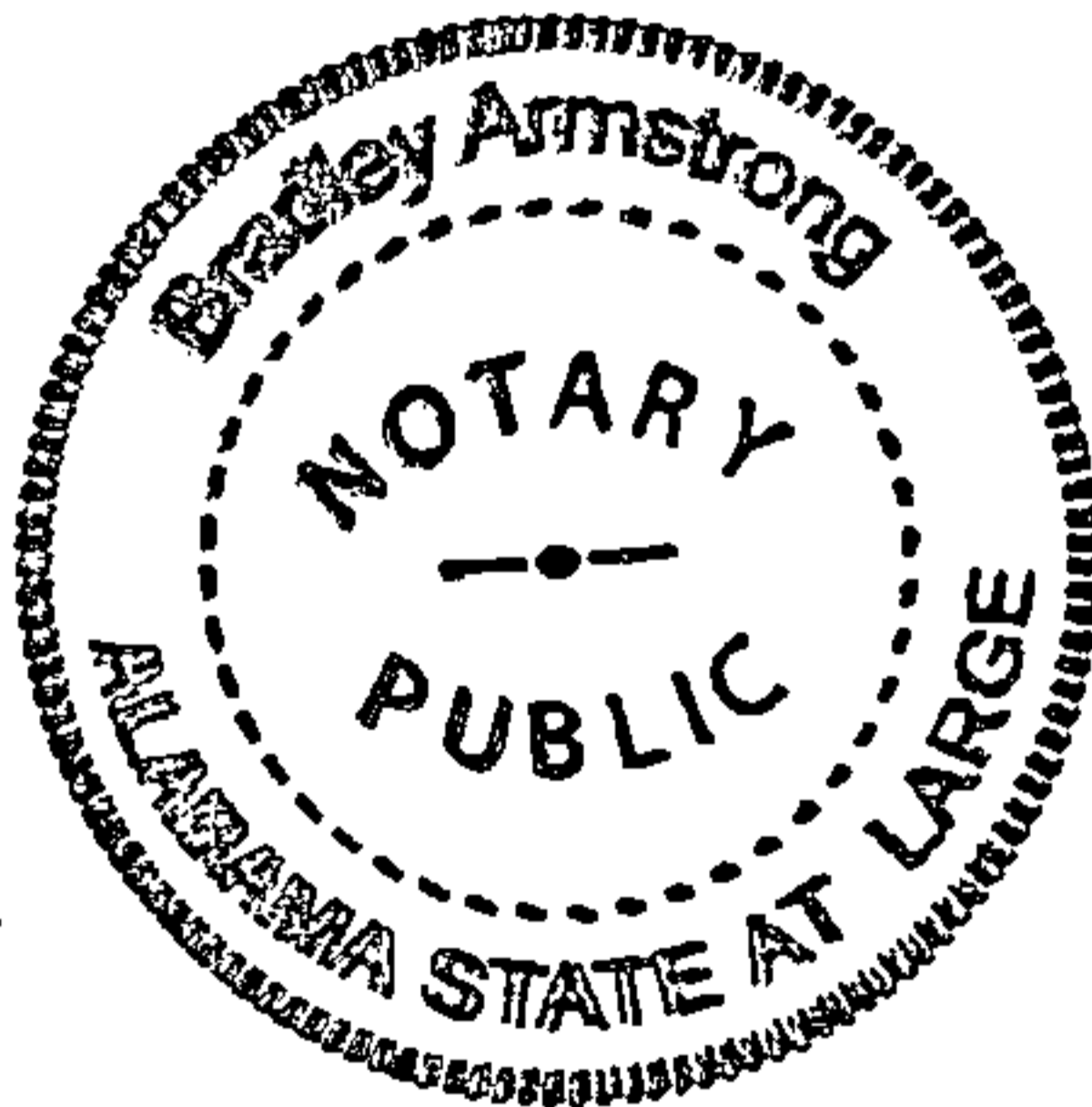
Given under my hand and official seal, this 9 day of ~~December~~, 2020.


BA 1/9/2021  
Jan 2021  
[Signature]  
Notary Public

AFFIX SEAL

My commission expires:

Aug 31, 2022



  
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