State of Alabama

MORTGAGE DEED

This Mortgage Deed (this "Mortgage") is made as of this 3 day of June, 2024 (the "Effective Date") by and among/between:

Borrower(s): Erin Harrison, located at 112 Myrtle Street Columbiana Al 35051 (collectively, the "Borrower") and

Lender(s): Nancy Harrison, David Harrison, located at 5733 Eastern Valley Rd McCalla Al 35111 (collectively, the "Lender").

WHEREAS, the Borrower and the Lender (☐ and ______________________, acting as guarantor) entered into a: (Check one)

☐ Loan Agreement
☐ Promissory Note
☒ Mortgage Note
☐ Other agreement title: ____________________________

dated June 3, 2024 in the sum of $182,500.00 (the "Principal Amount"), together with interest of 5 % thereon computed on the outstanding balance (the "Note"); and

WHEREAS, to secure the performance of all the terms, covenants, agreements, conditions and obligations of the Note and this Mortgage, the Borrower wishes to grant to the Lender its rights, title and interest to the property located at 112 Myrtle Street Columbiana [Property address] and with the following legal description: ____ (the "Property").

NOW THEREFORE, in consideration of the loan for the Principal Amount plus interest made by the Lender to the Borrower, the Borrower and the Lender hereby agree as follows:

1. Grant. The Borrower hereby grants and conveys to the Lender all rights, title and interest to the Property, including all buildings, improvements and fixtures now and hereafter existing thereon, as security for the repayment of the Note and the performance of the covenants and agreements set forth in this Mortgage.

2. Payment. The Borrower promises to pay the Principal Amount and interest pursuant to the terms and conditions of the Note and this Mortgage, and any other reasonable charges or additional amounts set out in or secured by the Note and this Mortgage.

3. Senior Mortgages. No superior mortgage or the note secured by it will be modified without the consent of the Lender hereunder.

4. Tax and Insurance. If the holder of a senior mortgage does not establish a fund for the payment of insurance, property taxes, and any other such charges which may or may not become a lien against the Property, when they become due, the Borrower will be required to pay, in addition to and included with each periodic payment due under the Note secured by this Mortgage, a payment sufficient to provide a fund from which the same can be paid by the Lender when due.

5. Rights of Lender. In the event that Borrower fails to carry out the covenants and agreements set forth in this Mortgage, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the Property, and any amounts so paid shall be added to the Principal Amount due to the Lender hereunder.

6. Assigned Rents. (Check one)

☐ As additional security hereunder, the Borrower hereby assigns to the Lender any rents on the Property received by the Borrower, and upon default such rents may be collected without the necessity of making entry upon the Property.

☒ Not applicable. The Borrower does NOT collect rent from the Property.

7. Acceleration upon Default. In the event that any condition of this Mortgage shall be in default for more than 90 days, the entire outstanding balance of the Principal Amount and any interest due thereon shall become immediately due and payable at the option of the Lender. The Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.

8. Power of Sale. (Check one)

☒ In the event of default under this Mortgage, the Lender may at its option foreclose and force a sale of the Property without a judicial proceeding.

☐ In the event of default under this Mortgage, the Lender may NOT foreclose and force a sale of the Property without a judicial proceeding.

9. Security Interest. This Mortgage is also security for all other direct and contingent liabilities of the Borrower to the Lender that are due or become due and whether now existing or hereafter contracted.

10. Property Insurance. The Borrower will keep the Property insured against loss by fire, earthquakes, floods, hazards included within the term "extended coverage," and any other hazards for which the Lender requires insurance. The insurance amounts (including deductible levels) and periods and the insurance carrier shall be subject to the Lender's approval.

11. Repair and Maintenance. The Borrower shall not commit waste or permit others to commit actual, permissive or constructive waste on the Property. The Borrower shall maintain the Property and shall not allow the Property to deteriorate or decrease in value due to its condition. If the Property is damaged, the

Borrower shall promptly repair the Property to avoid further deterioration or damage, unless repair or restoration is not economically feasible.

12. Mortgage Insurance. (Check one)

☐ The Borrower shall maintain mortgage insurance protecting the Lender against the nonpayment of, or default on, the Note as required by the Lender. Nothing in this Section shall affect the Borrower's obligation to make payments on the Principal Amount and interest as required under the Note.

☒ Not applicable. The Borrower is NOT required to maintain mortgage insurance.

13. Borrower Covenants. The Borrower further covenants and warrants to the Lender that the Borrower is the legal owner of and has the right to grant and convey the Property and that the Property is free and clear of all encumbrances except for encumbrances of record.

14. Ownership Transfer. (Check one)

☒ In the event that the Borrower transfers ownership, be it either legal or equitable, or any security interest in the Property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.

☐ In the event that the Borrower transfers ownership, the Lender may NOT declare the entire debt due and payable.

15. Assignment.

Borrower (Check one)
☐ The Borrower may assign all or any portion of this Agreement with written notice to the Lender.
☒ The Borrower shall NOT assign this Agreement, in whole or in part, without the written consent of the Lender.

Lender (Check one)
☐ The Lender may assign all or any portion of this Agreement with written notice to the Borrower.
☒ The Lender shall NOT assign this Agreement, in whole or in part, without the written consent of the Borrower.

16. No Waiver. No party shall be deemed to have waived any provision of this Mortgage or the exercise of any rights held under this Mortgage unless such waiver is made expressly and in writing. Waiver by any party of a breach or violation of any provision of this Mortgage shall not constitute a waiver of any other subsequent breach or violation.

17. Discharge. Upon payment in full by the Borrower of the Note and all other instruments secured by this Mortgage, this Mortgage shall be terminated, and the Lender shall provide the Borrower the appropriate notice of termination.

18. Notices. All notices must be in writing and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail to the address stated above.

19. Severability. If any provision of this Mortgage is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been in this Mortgage.

20. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to the conflict of laws principles thereof.

21. Other. ______________________________

SIGNATURES

[signature]	Erin Harrison
Borrower Signature	**Borrower** Name
Borrower Signature	**Borrower** Name
Borrower Signature	**Borrower** Name
[signature] David Harrison	David Harrison
Lender Signature	**Lender** Name
[signature] Nancy Harrison	Nancy Harrison
Lender Signature	**Lender** Name
Lender Signature	**Lender** Name

20240605000167030 5/9 $319.75
Shelby Cnty Judge of Probate, AL
06/05/2024 10:47:14 AM FILED/CERT

Angie Elam

Witness Signature

Angie Elam

Witness Name

Witness Signature

Angie Elam

Witness Name

Witness Signature

Witness Name

20240605000167030 6/9 $319.75
Shelby Cnty Judge of Probate, AL
06/05/2024 10:47:14 AM FILED/CERT

ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF Alabama,

COUNTY OF Jefferson.

On this day, personally appeared before me, Erin Harrison, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed on this day of June 3, 2024.

Notary Public Signature

My commission expires on August 6, 2024

WILLIAM WESLEY RUSSELL
MY COMMISSION EXPIRES
AUGUST 6, 2024
NOTARY PUBLIC
STATE OF ALABAMA

20240605000167030 7/9 $319.75
Shelby Cnty Judge of Probate, AL
06/05/2024 10:47:14 AM FILED/CERT

ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF Alabama,

COUNTY OF Jefferson.

On this day, personally appeared before me, David Harrison, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed on this day of June 3, 2024.

Notary Public Signature

My commission expires on August 6, 2024

WILLIAM WESLEY RUSSELL
MY COMMISSION EXPIRES
AUGUST 6, 2024
NOTARY PUBLIC
STATE OF ALABAMA

20240605000167030 8/9 $319.75
Shelby Cnty Judge of Probate, AL
06/05/2024 10:47:14 AM FILED/CERT

ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF Alabama,

COUNTY OF Jefferson.

On this day, personally appeared before me, Nancy Harrison, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed on this day of June 3, 2024.

Notary Public Signature

My commission expires on August 6, 2024

WILLIAM WESLEY RUSSELL
MY COMMISSION EXPIRES
AUGUST 6, 2024
NOTARY PUBLIC
STATE OF ALABAMA

Prepared by: Nancy Harrison
5733 Eastern Valley Rd
McCalla, AL 35111

EXHIBIT "A"

Lot 1, Block 2, according to the Survey of W.Y. Johnson's Addition to Columbiana, Alabama, as recorded in Map Book 3, Page 59, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.