**JOINDER AND CONSENT OF SPOUSE**

This Joinder and Consent of Spouse is made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_, as part of the [mortgage/deed of trust] of the same date given by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Borrower / Mortgagor”) to secure Borrower’s promissory note to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Lender”) covering the property more particularly described in the mortgage and located at: \_\_\_\_\_\_\_\_\_\_\_\_\_(street

address)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, spouse of Borrower/Mortgagor, is joining in the execution of this

mortgage, by signing below, solely to comply with the joinder and Consent requirements of Art. X, Sec. 205 of the Alabama Constitution and Alabama Code §6-10-3 and is not thereby bound by any of the obligations, covenants or warranties contained in this mortgage, nor liable for repayment of the note secured hereby, nor a guarantor of performance or payment of either the note or mortgage.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Non-Borrowing Spouse

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

State of

County of

I (name and style of officer) hereby certify that \_\_\_\_\_\_ whose name is signed to the foregoing Joinder and Consent of Spouse, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Joinder and Consent of Spouse, he executed the same voluntarily on the day the same bears date.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 20\_\_.

[Notary Seal]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

Instructions for Form

The above form of Joinder and Consent is to be used when a separated (but not yet divorced) party is attempting to mortgage homestead or potentially homestead property without the separated spouse being required to join in the mortgage obligation.

The form may be modified for a conveyance of the property.

The customer should be reminded that spousal joinder will be an issue in every future transaction unless and until the divorce is finalized.

**THE JOINDER AND CONSENT SHOULD APPEAR IN OR BE ATTACHED TO AND RECORDED WITH THE MORTGAGE OR DEED OF TRUST**

Here are the laws this is attempting to comply with:

Ala.Const. Art. X, § 205

**Sec. 205. Homestead not exceeding eighty acres or city, town or village lot not exceeding two thousand dollars in value exempt from sale, execution or other process of court issued for collection of debt; exception as to mortgages.**

Every **homestead** not exceeding eighty acres, and the dwelling and appurtenances thereon, to be selected by the owner thereof, and not in any city, town, or village, or in lieu thereof, at the option of the owner, any lot in a city, town, or village, with the dwelling and appurtenances thereon owned and occupied by any resident of this state, and not exceeding the value of two thousand dollars, shall be exempt from sale on execution or any other process from a court; for any debt contracted since the thirteenth day of July, eighteen hundred and sixty-eight, or after the ratification of this Constitution. Such exemption, however, shall not extend to any mortgage lawfully obtained, but such mortgage or other alienation of said **homestead** by the owner thereof, if a married man, shall not be valid without the voluntary signature and assent of the wife to the same.

[AL Code § 6-10-3 (2022)](https://law.justia.com/citations.html)

**Homestead exemption - Alienation by married person.**

No mortgage, deed or other conveyance of the homestead by a married person shall be valid without the voluntary signature and assent of the husband or wife, which must be shown by his or her examination before an officer authorized by law to take acknowledgments of deeds, and the certificate of such officer upon, or attached to, such mortgage, deed, or other conveyance, which certificate must be substantially in the form of acknowledgment for individuals prescribed by Section 35-4-29.