



20031006000669900 Pg 1/2 662.00  
Shelby Cnty Judge of Probate, AL  
10/06/2003 09:46:00 FILED/CERTIFIED

(Name) Mike T. Atchison, Attorney  
(Address) P.O. Box 822, Columbiana, Alabama 35051  
Form 1-1-22 Rev. 1-88

STATE OF ALABAMA  
COUNTY OF SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

CARMEUSE LIME & STONE, INC., a Delaware corporation

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Archie Phillips

of Four Hundred Thirty-Two Thousand and no/100 (hereinafter called "Mortgagee", whether one or more), in the sum  
(\$ 432,000.00 ). evidenced by a real estate mortgage note of even date. Dollars

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,

CARMEUSE LIME & STONE, INC., a Delaware corporation

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:

The Southeast Quarter of the Northeast Quarter, and the Northeast Quarter of the Southeast Quarter, Section 21, Township 21 South, Range 2 West, Shelby County, Alabama.  
Situated in Shelby County, Alabama.

No timber shall be removed from the above described property until the indebtedness secured by this mortgage is paid in full.

To Have And To Hold the above granted 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 fail 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 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 Mortgagee 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 secured, 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 Court House door 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 incumbrances, 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 said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

CARMEUSE LIME & STONE, INC., a Delaware corporation

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have hereunto set its signature and seal, this

day of

CARMEUSE LIME & STONE, INC., a De.

(SEAL)

By: *Kevin J. Whyte* (SEAL)

Its: *Vice President* (SEAL)

THE STATE of PENNSYLVANIA

COUNTY of Allegheny

I, *Debra L. Weinberg*, a Notary Public in and for said County, in said State, hereby certify that *Kevin J. Whyte*

whose name signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this *1st* day of *October*, 20 *03*  
Notary Public.

THE STATE of DELAWARE

COUNTY of

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that

whose name as *Kevin J. Whyte* of CARMEUSE LIME & STONE, INC., a Delaware corporation a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the *1st* day of *October*, 2003.

*Debra L. Weinberg* Notary Public

My commission expires:

Notarial Seal  
Debra L. Weinberg, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires May 13, 2006  
Member, Pennsylvania Association Of Notaries

MORTGAGE DEED

THIS FORM FROM  
MICHAEL T. ATCHISON

ATTORNEY AT LAW

P. O. BOX 822  
COLUMBIANA, ALABAMA 35051

Return to:

TO