

ORDINANCE NO. 399

An Ordinance to Provide for the redemption of the General Obligation First Mortgage Industrial Building Warrants of the City of Hamilton, Dated March 1, 1973; and for the authorization of the sale of the Project Site financed by said Warrants to Alabama Power Company

Be it ordained by the Mayor and City Council of the City of Hamilton, Alabama, as follows:

Section 1. Findings. The City of Hamilton, Alabama (the "City") did issue and sell \$125,000.00 of its General Obligation First Mortgage Industrial Building Warrants, dated March 1, 1973 (the "Warrants"), for the purpose of constructing a Plant on the following described land in Marion County, Alabama (the "Plant Site"):

Five and no tenth (5.0) acres, more or less, of land in the Southeast corner of the Southwest Quarter of the Northeast Quarter (SW 1/4-NE 1/4) of Section Ten (10) Township Eleven (11) South, Range Fourteen (14) West, Marion County, Alabama, described as follows, to wit:

Beginning at a concrete monument on the North right-of-way line of the Airport Road, said concrete monument being Thirty (30) feet North of the Southeast corner and on the East line of the Southwest Quarter of the Northeast Quarter (SW 1/4-NE 1/4), of Section Ten (10), Township Eleven (11) South, Range Fourteen (14) West, Marion County, Alabama; thence North along the East line of said Forty (40) a distance of Two Hundred Seventy (270) feet to a concrete monument; thence North forty-three (43) degrees and Fifty-three (53) minutes West, a distance of Three Hundred Thirty-nine and Five Tenths (339.5) feet to a concrete monument; thence West and Parallel with said Forty (40) line and Airport Road a distance of Two Hundred Thirty-Eight and Four Tenths (238.4) feet to a point; thence South and Parallel to West line of

said Forty (40) a distance of Five Hundred Twenty-Two and Nine Tenths (522.9) feet to a point of the North right-of-way line of said Airport Road, said point also being Thirty (30) feet North of the North line of the Southwest Quarter of the Northeast Quarter (SW 1/4-NE 1/4) Section Ten (10), Township Eleven (11), Range Fourteen (14) West; thence East along the North right-of-way line of the said Airport Road, and Parallel to said Forty (40) line, a distance of Four Hundred Seventy Three and Four Tenths (473.4) feet to a concrete monument the designated point of beginning and containing Five and No Tenths (5.0) Acres, more or less, situated, lying and being in the City of Hamilton, Marion County, Alabama.

The City leased the Plant Site and the Plant (collectively referred to as the "Project") to Hamilton Manufacturing Incorporated, which has since changed its name to Alabama Steel Fabricating, Inc., under a lease agreement dated March 1, 1973 (the "Lease"). The City conveyed a mortgage on the Project to Exchange Security Bank, now First Alabama Bank of Birmingham (the "Trustee"), to secure the payment of the Warrants, under a Mortgage Indenture and Deed of Trust, Dated March 1, 1973 (the "Indenture"). There are currently outstanding \$75,000.00 of the Warrants, numbered 11 through 25. The City (Mortgagor) is not in default under the Indenture.

2. The City does hereby authorize Alabama Power Company to deposit with the Trustee the sum of \$82,675.00, and hereby gives the Trustee irrevocable instructions to use the money as follows:

(a) To purchase and redeem Warrants 11 through 25 at face value plus accrued interest from those owners who are willing to surrender their Warrants, and

(b) To redeem on September 1, 1978, all of Warrants 11 through 25 that have not been purchased under subsection (a) above.

3. The City hereby calls for redemption on September 1, 1978, all of Warrants 11 through 25 that are then outstanding, and requests the Trustee to cause notice in the following form to be published one time in a newspaper published in the City of Birmingham, Alabama, not less than thirty (30) days prior to September 1, 1978:

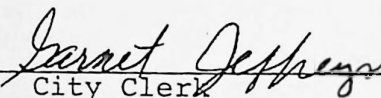


STATE OF ALABAMA )

MARION COUNTY )

I, the undersigned, City Clerk of the City of Hamilton, hereby certify that the attached three pages constitute a true and correct copy of Ordinance No. 399, which was duly adopted at a regular meeting of the City Council of Hamilton, Alabama, held on May 8, 1978.

WITNESS my official signature and corporate seal of said City this the 8th day of May, 1978.

  
\_\_\_\_\_  
City Clerk

S E A L

May 4, 1978

Ordinance # 399

Honorable E. T. Sims, Jr.  
Mayor, City of Hamilton  
P. O. Box 188  
Hamilton, Alabama 35570

Dear Mayor Sims:

Hamilton Crew Headquarters

Enclosed in duplicate is the proposed ordinance drawn up by Mr. A. Key Foster, of Balch, Bingham, Baker, Hawthorne, Williams and Ward, who handled the bond issue for the City of Hamilton. This ordinance needs to be duly presented and approved by the City Council in its regular meeting scheduled for Monday night, May 8, 1978.

After this ordinance has been approved, it will be in order for us to exchange our check for \$1,000 for the deed which is enclosed herewith. This can be done directly, or by executing this deed and meeting in a formal closing at the offices of the Trustee at First Alabama Bank of Birmingham or by sending it to said Trustee to exchange for the city on May 15, 1978.

We plan to make out the check for \$82,675 payable to First Alabama Bank of Birmingham as Trustee for The City of Hamilton and deliver this at the closing at their offices on May 15, 1978.

We are also preparing the deed to be executed by Alabama Steel Fabricating, Inc. and will get it to them in time for it to be signed and exchanged on May 15, 1978, at the closing.

If you have any questions regarding these arrangements, please advise.

Very truly yours,

J. H. Rouse  
Sr. Right-of-Way Agent  
Corporate Real Estate

JHR:dh

Enclosures

c: Messrs. A. Key Foster, Jr.; Harold Williams; Arthur Fite; Wayne Riggs;  
E. A. Blankenship

THE STATE OF ALABAMA,

Marion County. }

KNOW ALL MEN BY THESE PRESENTS, That The City of Hamilton

(hereinafter called the grantor ) for and in consideration of the sum of (\$1,000.00)

One Thousand and no/100 Dollars,  
and other good and valuable consideration receipt of which is hereby acknowledged,  
to it in hand paid by the Alabama Power COMPANY,

a corporation, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and  
by these presents do hereby grant, bargain, sell and convey unto the said Alabama Power

COMPANY, (hereinafter called the Company), its successors and assigns, the following described  
real estate, situated in the County of Marion and State of Alabama, and described as follows:

Five and no tenth (5.0) acres, more or less, of land in the Southeast  
corner of the Southwest Quarter of the Northeast Quarter (SW 1/4-NE 1/4)  
of Section Ten (10) Township Eleven (11) South, Range Fourteen (14) West,  
Marion County, Alabama, described as follows, to wit:

Beginning at a concrete monument on the North right-of-way line of the  
Airport Road, said concrete monument being Thirty (30) feet North of the  
Southeast corner and on the East line of the Southwest Quarter of the North-  
east Quarter (SW 1/4-NE 1/4), of Section Ten (10), Township Eleven (11)  
South, Range Fourteen (14) West, Marion County, Alabama; thence North along  
the East line of said Forty (40) a distance of Two Hundred Seventy (270)  
feet to a concrete monument; thence North forty-three (43) degrees and Fifty-  
three (53) minutes West, a distance of Three Hundred Thirty-nine and Five  
Tenths (339.5) feet to a concrete monument; thence West and parallel with  
said Forty (40) line and Airport Road a distance of Two Hundred Thirty-Eight  
and Four Tenths (238.4) feet to a point; thence South and Parallel to West  
line of said Forty (40) a distance of Five Hundred Twenty-Two and Nine Tenth  
(522.9) feet to a point of the North right-of-way line of said Airport Road,  
said point also being Thirty (30) feet North of the North line of the Southwest  
Quarter of the Northeast Quarter (SW 1/4-NE 1/4) Section Ten (10), Township  
Eleven (11), Range Fourteen (14) West; thence East along the North right-of-way  
line of the said Airport Road, and parallel to said Forty (40) line, a distance  
of Four Hundred Seventy Three and Four Tenths (473.4) feet to a concrete monument  
the designated point of beginning and containing Five and No Tenths (5.0) Acres,  
more or less, situated, lying and being in the City of Hamilton, Marion County,  
Alabama.

Grantor has determined that all conditions in that certain Lease Agreement dated  
March 1, 1973, between the City of Hamilton and Hamilton Manufacturing Incorporated,  
as recorded in Deed Book 181, Pages 577-627 in the Probate Office of Marion County,  
Alabama (the "Lease"), required for terminating the Lease have been met. Grantor  
does hereby cancel and terminate said Lease, and Alabama Power Company (assignee of  
Hamilton Manufacturing Inc.) by acceptance of this deed does hereby join in the  
cancellation and termination of said Lease.

TO HAVE AND TO HOLD to the said Company, its successors and assigns, with all the rights and appurtenances thereunto belonging, forever.  
And the grantor..... covenant s... with the said Company, its successors and assigns, that it is..... lawfully seized in fee of the aforegranted premises; that the said premises contain the number of acres hereinabove mentioned; that they are free from all encumbrance; that..... it has..... a good right to sell and convey the same to the said Company, its successors and assigns, and that..... it..... will warrant and defend the said premises to the said Company, its successors and assigns, forever, against the lawful claims and demands of all persons.  
Reference to the said Company shall include its successors and assigns.

IN WITNESS WHEREOF, ..... have hereunto set ..... hand ..... and seal....., this the ..... day of ..... in the year of our Lord One Thousand Nine Hundred .....

Signed, Sealed and Delivered in Presence of:

..... (L. S.)  
..... (L. S.)  
..... (L. S.)  
..... (L. S.)  
..... (L. S.)  
..... (L. S.)  
..... (L. S.)

IN WITNESS WHEREOF, the said The City of Hamilton has caused this instrument to be executed in its name by E. J. Sims, Jr., as Mayor and its President and attested by Garnet Jefferys, its Secretary, and its corporate seal to be affixed, on this the 8 day of May, 19..28.

Attest:

Garnet Jefferys  
City Clerk Secretary

By E. J. Sims, Jr.  
Its President Mayor

STATE OF .....  
County of .....

I, ..... a ..... in and for said County in said State, hereby certify that .....

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

Given under my hand and official seal this the ..... day of ....., 19.....

STATE OF \_\_\_\_\_  
County of \_\_\_\_\_

I, \_\_\_\_\_, a \_\_\_\_\_  
in and for said County, in said State, do hereby certify that \_\_\_\_\_

whose name \_\_\_\_\_ signed to the foregoing Conveyance, and who \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

STATE OF \_\_\_\_\_  
County of \_\_\_\_\_

I, \_\_\_\_\_, a \_\_\_\_\_  
in and for said County in said State, do hereby certify that \_\_\_\_\_

whose name as \_\_\_\_\_ is signed to the  
foregoing instrument and who is known to me, acknowledged before me on this day that being informed  
of the contents of the instrument \_\_\_\_\_, in \_\_\_\_\_ capacity as such \_\_\_\_\_  
executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

STATE OF \_\_\_\_\_  
County of \_\_\_\_\_

I, \_\_\_\_\_, a \_\_\_\_\_ in and for  
said County, in said State, do hereby certify that \_\_\_\_\_

whose name \_\_\_\_\_ signed to the foregoing Conveyance, and who \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

STATE OF ALABAMA  
County of Marion

I, Marie Roszell, a Notary Public  
in and for said County in said State, hereby certify that L. T. Sims Jr  
whose name as Mayor of The City of Hamilton, a municipal  
is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day  
that, being informed of the contents of the instrument, he, as such officer and with full authority,  
executed the same voluntarily for and as the act of said corporation city.

Given under my hand and official seal this the 24 day of May, 19 78

Marie Roszell