

A RESOLUTION AUTHORIZING THE TOWN OF HAMILTON TO BORROW MONEY FOR THE LAWFUL PURPOSE OF CONSTRUCTING A NEW MUNICIPAL BUILDING AND TO ISSUE AS EVIDENCE OF SUCH INDEBTEDNESS ITS GENERAL OBLIGATION INTEREST-BEARING WARRANTS IN THE PRINCIPAL AMOUNT OF \$100,000 ADDITIONALLY SECURED BY A PLEDGE OF THE PROCEEDS OF THE GASOLINE LICENSE TAX.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HAMILTON, Alabama, as follows:

Section 1. That the Town of Hamilton (herein called the "Town") does hereby warrant and represent as follows:

(a) That the assessed value of the taxable property within the corporate limits of the Town, as assessed for State taxation during the preceding year, is not less than \$1,670,000.

(b) The Town has outstanding no bonds, notes or other indebtedness of any kind whatsoever and is not indebted in any amount.

(c) It is necessary that the Town construct a new Municipal Building, including jail facilities, to provide offices needed by the Town officials and departments to carry on essential governmental functions of the Town.

(d) No funds are available for the construction of said Municipal Building.

(e) The Town is presently levying a special tax or license on persons, firms, corporations and others engaged in or carrying on the business of selling to consumers or storing for consumption gasoline, butane, propane or other gas used as a fuel in a sum equal to 1¢ per gallon of such fuel sold within the corporate limits of the Town as fixed and levied by Article II, Section 70 of Ordinance No. 197 adopted January 12, 1959, as amended by ordinance adopted December 25, 1961 (herein called the "Gas License Tax").

(f) The Town has not otherwise heretofore pledged or encumbered in any manner the Gas License Tax or any part thereof, and no obligations of any kind are chargeable against or payable from said tax or any part thereof.

Section 2. That the Town shall borrow funds for the purpose of constructing the aforesaid Municipal Building and, as evidence of its indebtedness therefor, shall issue its General Obligation Building Warrants in the principal amount of \$100,000 (herein called the "Warrants"). The Warrants shall be dated May 1, 1952, shall be in the denomination of \$1,000 each, shall be numbered from 1 to 100, consecutively, in the order of maturities, and shall mature on May 1 in each of the following years and principal amounts: \$5,000 in 1953 to 1955, inclusive; \$6,000 in 1956 to 1959, inclusive; \$7,000 in 1970 to 1973, inclusive; \$8,000 in 1974 to 1976, inclusive and \$9,000 in 1977, subject, however, to optional prior redemption as stated on the form of the Warrant hereinafter authorized. The Warrants maturing in the years 1953 to 1957, inclusive, shall bear interest at the rate of 4% per annum, from the date of the Warrants to their respected maturities. The Warrants maturing in the years 1958 to 1977, inclusive, shall bear interest at the rate of 4 $\frac{1}{2}$ % per annum, from the date of the Warrants to their respective maturities. Interest on the Warrants due on and prior to their respective maturities shall be evidenced by coupons attached to the Warrants. Interest shall be payable semi-annually on May 1 and November 1 in each year until maturity, first interest payable November 1, 1952.

Section 3. That the Warrants shall be payable to Thomo & Co., or its assignees, and the coupons thereunto attached shall be payable to the respective bearers thereof, at the principal office of The First National Bank of Tuscaloosa, in the City of Tuscaloosa, Alabama, in lawful money of the United States of America. The Warrants shall constitute an order to the Town Treasurer to pay at such Bank the face amount thereof at par and without deduction for exchange or costs of collection, on the due date thereof, and the Town hereby covenants and

UNITED STATES OF AMERICA

agrees to have available adequate funds at said Bank for such purposes at such times and to provide for the payment of all fees, exchanges and charges for effecting payment at par and without any deductions.

No. Section 4. That the Warrants and the coupons thereunto appertaining and the form of registration and assignment of said Warrants shall be in substantially the following form:

... corporation organized and existing under and by virtue of the laws of the State of Alabama, for value received, hereby acknowledges itself indebted to Thoms & Co., or its assignees, in the principal sum of

ONE THOUSAND DOLLARS (\$1,000)

and hereby orders and directs the Town Treasurer of the Town of Hamilton to pay to said payee or its assignees noted hereon said sum on May 1, 19__ and to pay interest on said sum at the rate of _____ per cent (____%) per annum, payable semiannually on May 1 and November 1 in each year until maturity, first interest payable November 1, 1902, to the bearers of the coupons therefor hereto attached. Both principal and interest are payable in lawful money of the United States of America at par and without deduction for exchange or costs of collection or payment, at the principal office of The First National Bank of Tuscaloosa, in the City of Tuscaloosa, Alabama.

This Warrant is one of a duly authorized issue of General Obligation Building Warrants of the Town of Hamilton, Alabama, in the aggregate principal amount of One Hundred Thousand Dollars (\$100,000), of like tenor except as to maturity dates, numbers, interest rates and redemption provisions issued, or to be issued, to evidence the indebtedness of the Town of Hamilton for money loaned pursuant to the provisions of the Constitution and laws of the State of Alabama and a resolution and proceedings of the Town Council of the Town of Hamilton duly held, passed and conducted. The indebtedness evidenced by this and the other Warrants of this issue is a general obligation of the Town of Hamilton and the full

(Form of Warrant)

UNITED STATES OF AMERICA
STATE OF ALABAMA
COUNTY OF MARION
TOWN OF HAMILTON
GENERAL OBLIGATION BUILDING WARRANT

No. _____ \$1,000

The TOWN OF HAMILTON, a municipal corporation organized and existing under and by virtue of the laws of the State of Alabama, for value received, hereby acknowledges itself indebted to Thomo & Co., or its assignees, in the principal sum of

ONE THOUSAND DOLLARS (\$1,000)

and hereby orders and directs the Town Treasurer of the Town of Hamilton to pay to said payee or its assignees noted hereon said sum on May 1, 19___, and to pay interest on said sum at the rate of _____ per cent (____%) per annum, payable semiannually on May 1 and November 1 in each year until maturity, first interest payable November 1, 1952, to the bearers of the coupons therefor hereto attached. Both principal and interest are payable in lawful money of the United States of America at par and without deduction for exchange or costs of collection or payment, at the principal office of The First National Bank of Tuscaloosa, in the City of Tuscaloosa, Alabama.

This Warrant is one of a duly authorized issue of General Obligation Building Warrants of the Town of Hamilton, Alabama, in the aggregate principal amount of One Hundred Thousand Dollars (\$100,000), of like tenor except as to maturity dates, numbers, interest rates and redemption provisions issued, or to be issued, to evidence the indebtedness of the Town of Hamilton for money loaned pursuant to the provisions of the Constitution and laws of the State of Alabama and a resolution and proceedings of the Town Council of the Town of Hamilton duly held, passed and conducted. The indebtedness evidenced by this and the other Warrants of this issue is a general obligation of the Town of Hamilton and the full

faith and credit of said Town are hereby sacredly and irrevocably pledged to the punctual payment of the principal thereof and interest thereon, and said Warrants are additionally secured by a first and preferred pledge and assignment of a sufficient amount of the special tax or license levied or imposed by said Town on persons, firms, corporations, and others engaged in the business, within the corporate limits of the Town, of selling to consumers, or storing for consumption, gasoline, butane, propane or other gas used as fuel.

The Warrants of this issue of Warrants which mature in 1970 and thereafter are redeemable at the option of the Town of Hamilton on May 1, 1969, or any interest payment date thereafter. Any redemption may be in whole or in part, but if in part shall be in the inverse order of maturities and identification numbers, latest maturities and highest numbers first. Any redemption shall be at a redemption price equal to the principal amount of the Warrant or Warrants to be redeemed, plus accrued interest thereon to the redemption date, plus a redemption premium equal to one year's interest on the Warrant or Warrants to be redeemed. Thirty days' notice of the intended redemption shall be given by registered mail to The First National Bank of Tuscaloosa, Tuscaloosa, Alabama, and by publication once, not less than thirty days nor more than sixty days prior to the intended redemption date, in a daily newspaper published and of general circulation in the City of Birmingham, Alabama. If any of said Warrants so redeemable shall have been called for redemption as hereinabove provided, interest shall cease to accrue from and after the date fixed for redemption unless default shall be made in the payment of the redemption price thereof.

This Warrant is non-negotiable but is transferable by assignment noted hereon. Each taker, owner, purchaser or holder hereof, by receiving or accepting this Warrant or any interest coupon, shall

IN WITNESS WHEREOF, the Town of Hamilton, acting by and through its Town Council, has caused this warrant to be executed

consent and agree and shall be estopped to deny: (1) that the title to the coupons hereunto appertaining may be transferred by delivery without the necessity of a written assignment; (2) that any person in possession of any such coupon, regardless of the manner in which he shall have acquired possession, is authorized to represent himself as the absolute owner thereof and has the power and authority to transfer absolute title thereto by delivery thereof to a bona fide purchaser for value (present or antecedent) without notice of prior defenses or equities or claims of ownership enforceable against his transferor or any person in the chain of title and before the maturity thereof; (3) that he has waived and renounced all of his equities or rights therein in favor of every such bona fide purchaser and that every such bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby; and (4) that the Town of Hamilton may treat any person in possession of this Warrant, regardless of how such possession may have been acquired and regardless of the genuineness or effectiveness of any assignment, or the bearer of any of the coupons hereunto appertaining, as the absolute owner for all purposes and payment to any such person or such bearer shall discharge all obligations hereunder or thereunder.

It is hereby recited, certified and declared that all acts, conditions and things required by the Constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the issuance of this Warrant, and the adoption of the resolution authorizing its issuance, have happened, do exist and have been performed as so required, and that the principal amount of this Warrant, together with all other indebtedness of the Town of Hamilton, are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

IN WITNESS WHEREOF, the Town of Hamilton, acting by and through its Town Council, has caused this Warrant to be executed

in its name and on its behalf by its Mayor and attested by its
Town Clerk and its corporate seal to be impressed hereon, and
the coupons hereunto attached to be executed with the facsimile
signature of said Mayor and attested with the facsimile signa-
ture of said Town Clerk (who by signing this Warrant adopt such
facsimiles as their own proper signatures) and has caused this
Warrant to be dated May 1, 1962.

DOLLARS (\$)

in lawful money of the United States of America, upon presentation
and surrender of this coupon at the principal office of The First
National Bank of Tuscaloosa, Alabama, being six months' interest then due on its General Obliga-
tion Building Warrant dated _____ No. _____

TOWN OF HAMILTON, Alabama

By _____
Mayor

Attest: _____
Town Clerk

SEAL

TOWN OF HAMILTON, Alabama

By _____
Mayor

Attest: _____
Town Clerk

NOTE: The clause "unless the Warrant hereinafter mentioned shall
have been called for prior redemption and payment of the redemption
price duly made or provided for", should be inserted in coupons
which become due on November 1, 1969, and thereafter.

(Form of Registration to be printed or
written on the reverse of each Warrant)

I hereby certify that this Warrant and the interest coupons
hereto attached have been duly registered by me as a claim against
the Town of Hamilton, in the State of Alabama, and the proceeds of
the special tax or license pledged to the payment thereof.

Town Treasurer of the Town of Hamilton,
Alabama

(Form of Coupon)

No. _____

\$ _____

*On May (November) 1, 19____, the Town of Hamilton, Alabama, hereby orders and directs the Town Treasurer of the Town of Hamilton to pay to the bearer the sum of _____

for calls received the amount of _____ DOLLARS (\$ _____)

in lawful money of the United States of America, upon presentation and surrender of this coupon at the principal office of The First National Bank of Tuscaloosa, Alabama, in the City of Tuscaloosa, Alabama, being six months' interest then due on its General Obligation Building Warrant dated May 1, 1962, No. _____.

TOWN OF HAMILTON, Alabama

By _____
Mayor

Attest: _____
Town Clerk

*NOTE: The clause "unless the warrant hereinafter mentioned shall have been called for prior redemption and payment of the redemption price duly made or provided for", should be inserted in coupons which become due on November 1, 1969, and thereafter.

(Form of Registration to be printed or written on the reverse of each warrant)

I hereby certify that this Warrant and the interest coupons hereto attached have been duly registered by me as a claim against the Town of Hamilton, in the State of Alabama, and the proceeds of the special tax or license pledged to the payment thereof.

Town Treasurer of the Town of Hamilton,
Alabama

and on behalf of the Town by the Mayor and attested by the Town Clerk. Its official corporate seal shall be impressed thereon and a correct kept thereof. The counters affixed to said Warrants shall

(Form to be printed or written on the reverse of each Warrant)

of said Mayor and Town Clerk. The Warrants and the coupons shall be registered by the Town Treasurer. The records maintained by said

A S S I G N M E N T

For value received, the Warrant on the reverse hereof is assigned to the assignee designated in the left-hand column below by the owner and assignor designated in the right-hand column below, without recourse on or warranty by such assignor, except that he warrants that he is the owner of said Warrant and has a right to assign it.

ASSIGNEE

ASSIGNOR

of the Constitution of Alabama, on all taxable property in the Town, and that the proceeds from said taxes and all other funds of the Town, from whatever source derived, shall be applied to the payment of the principal of and interest on said Warrants as they respectively mature and come due in amounts sufficient for such purposes. There is hereby appropriated and ordered segregated and the Town hereby irrevocably pledges to the punctual payment of the principal of and interest on the Warrants, as such principal and interest matures and comes due, a sufficient amount of the gross proceeds of the Gas License Tax, and in the amount and at the rate specified in the ordinance levying said Tax hereinabove referred to. The Town hereby covenants and agrees, as part of the contract whereunder the money is borrowed, annually to levy, collect and apply to the payment of such principal and interest, so long as the same or any part thereof remains unpaid, the aforesaid special tax or license at the rate and in

Section 5. That said Warrants shall be executed in the name and on behalf of the Town by the Mayor and attested by the Town Clerk. Its official corporate seal shall be impressed thereon and a record kept thereof. The coupons affixed to said Warrants shall be executed in the name of the Town with the facsimile signature of said Mayor and Town Clerk. The Warrants and the coupons shall be registered by the Town Treasurer in the records maintained by said Treasurer as a claim against the Town and the tax and fund pledged to the payment thereof, which registration shall be made simultaneously as to all said Warrants and the coupons. Said officers are hereby directed to so execute, attest and register said Warrants and coupons.

Section 6. That said Warrants shall be general obligations of the Town and the full faith and credit of the Town are hereby sacredly and irrevocably pledged to the punctual payment of the principal thereof and interest thereon. The Town hereby covenants that ad valorem taxes will be annually levied and collected, insofar as such taxes may be permitted by the present or any future provisions of the Constitution of Alabama, on all taxable property in the Town, and that the proceeds from said taxes and all other funds of the Town, from whatever source derived, shall be applied to the payment of the principal of and interest on said Warrants as they respectively mature and come due in amounts sufficient for such purposes. There is hereby appropriated and ordered segregated and the Town hereby irrevocably pledges to the punctual payment of the principal of and interest on the Warrants, as such principal and interest matures and comes due, a sufficient amount of the gross proceeds of the Gas License Tax, and in the amount and at the rate specified in the ordinance levying said Tax hereinabove referred to. The Town hereby covenants and agrees, as part of the contract whereunder the money is borrowed, annually to levy, collect and apply to the payment of such principal and interest, so long as the same or any part thereof remains unpaid, the aforesaid special tax or license at the rate and in

the amount not less than those specified in the aforesaid ordinance, so as to provide revenues therefrom sufficient for the payment of the principal of and interest on the Warrants as the same mature and come due, and that if such revenues at any time are insufficient for such purposes, it will provide the amount of such deficiency from other taxes, licenses and revenues.

Section 7. That the Town hereby covenants and agrees to deposit in a special account in the Bank at which the Warrants are payable, on or before the twentieth day of each month, beginning May 20, 1962, an amount equal to the sum of the following:

- (a) an amount equal to $1/6$ of the next succeeding Interest payment on the Warrants, plus
- (b) an amount equal to $1/12$ of the principal of the Warrants maturing on the next succeeding May 1.

The Town will also pay and deposit into said special account all sums which theretofore should have been paid into said account and which have not been so paid. Said payments into said special account shall continue until there shall be held in said account a sum sufficient to pay the principal of and interest on the Warrants then due and thereafter to become due on all the Warrants outstanding. The monies deposited in said special account shall be applied solely to the payment of the principal of and interest on said Warrants as such principal and interest mature and come due, provided, however, any such monies so held in said account in excess of the amount necessary to pay the principal of and interest on the Warrants during the then ensuing twelve months' period may, at the option of the Town, be used to pay the redemption price of any Warrants redeemed under the provisions of this resolution, including any expenses incurred in connection therewith.

Section 8. That the Town hereby covenants and agrees that, if the principal of and interest on said Warrants are not paid promptly as such principal and interest mature and come due, it will pay to the payee or assignee of said Warrants all expenses incident to the collection of any unpaid portion thereof, including a reasonable attorney's fee. The Warrants shall bear interest at the legal rate from and after the respective maturity dates thereof if not then paid.

Section 9. That the terms, provisions, conditions and covenants set forth in this resolution constitute a contract between the Town and each owner of any of said Warrants and shall remain in effect until the principal of and interest on said Warrants shall have been paid in full.

Section 10. That Warrants Numbered 1 to 83, inclusive, in the aggregate principal amount of \$83,000, duly executed, shall be delivered to the payee named therein, upon the payment to the Town of 99% of the par value of each Warrant so delivered, plus accrued interest thereon to the date of delivery and payment. The Mayor and the Town Clerk and the Town Treasurer, or either of them, are hereby authorized and directed to effect such delivery and, in connection therewith, to deliver such closing papers, containing such representations as are required to demonstrate the legality of said Warrants and the pledge of the Gas License Tax and its legality, including the assessed value of taxable property of the Town and the indebtedness of the Town. The Town Treasurer shall give a receipt to the said purchaser for the purchase price paid and such receipt or receipts shall be full acquittal to said purchaser and said purchaser shall not be required to see to or be responsible for the application of the proceeds of said Warrants. Said proceeds shall nevertheless be held in trust and applied solely to the purposes for which the Warrants are issued as herein provided.

Section 11. Warrants Numbered 84 to 100, inclusive, in the aggregate principal amount of \$17,000 shall not be issued, sold or delivered unless and until the terms and conditions of this section have been complied with. Said Warrants shall be held by the Bank at which said Warrants are payable for issuance, sale and delivery to the named payee of the Warrants on or after October 1, 1952 at the price of 99% of the par value of each Warrant, plus accrued interest to the date of their delivery and payment, subject to approving opinion of Dumas, O'Neal & Hayes of Birmingham, Alabama. Prior to the issuance, sale and delivery of said Warrants, the Town shall deliver to said attorneys

provision had not been contained therein.

the following documents in form satisfactory to said attorneys:

- (1) a certificate of the Tax Assessor of Marion County, setting forth the assessed value of the property within the corporate limits of the Town of Hamilton, as assessed for State taxation during the preceding year, to-wit, the tax year ending September 30, 1962, and on the basis of which taxes became due and payable on and after October 1, 1962
- (2) a certificate by the Treasurer of the Town, setting forth the total indebtedness of the Town and all obligations due and owing by the Town
- (3) such other certificates and documents as said attorneys may require to demonstrate that said Warrants proposed to be issued, sold and delivered, together with all of the indebtedness of the Town are within the limits prescribed by the Constitution and laws of the State of Alabama, the validity of said Warrants and the pledge of Gas License Tax to the payment thereof, and the absence of any pending or threatened litigation and
- (4) the receipt of the Town Treasurer of the purchase price of said Warrants.

In the event the debt limit of the Town will not permit the issuance, sale and delivery of all or part of said Warrants Numbered 84 to 100, inclusive, such principal amount of said Warrants as are within said debt limit shall be issued, sold and delivered as aforesaid.

The Mayor, Town Clerk and Town Treasurer are hereby authorized and directed to execute such certificates and documents as may be required to effect the issuance, sale and delivery of said Warrants as hereinabove provided.

Section 12. That in the event that any one or more of the provisions of this resolution or of the Warrants or coupons shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this resolution or said Warrants or coupons and this resolution or said Warrants or coupons shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

Section 13. That all ordinances, resolutions or orders or parts thereof in conflict with this resolution are, to the extent of such conflict, hereby repealed.

Section 14. That this resolution shall take effect immediately upon its adoption.

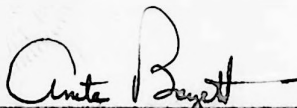
Approved:



Mayor

S E A L

Attest:



Town Clerk