

STATE OF ALABAMA
COUNTY OF BLOUNT
TOWN OF SNEAD

ORDINANCE 2011-01

ORDINANCE FOR ANNEXATION TO THE TOWN OF SNEAD, ALABAMA

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SNEAD, ALABAMA,
AS FOLLOWS:

WHEREAS, on the 7th October, 2011, Gregory W. Ogles and Tina Ogles being the owners of all the real property hereinafter described, did file with the Town Clerk a petition asking to become a part of the Town of Snead, Alabama; and

WHEREAS, said petition did contain the signatures of all owners of the described territory and a map of said property showing its relationship to the corporate limits of the Town of Snead, Alabama; and

WHEREAS, the governing body did determine that it is in the public interest that said property be annexed to the Town of Snead, Alabama, and it did further determine that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, **Code of Alabama, 1975** as amended;

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SNEAD, ALABAMA, AS FOLLOWS;

Section 1. The Council of the Town of Snead, Alabama, finds and declares as the legislative body of the Town that it is in the best interests of the citizens of the Town and the citizens of the affected area, to bring the territory described in Section 2 of this ordinance into the Town of Snead, Alabama.

Section 2. The boundary lines of the Town of Snead, Alabama, be and the same are hereby altered or rearranged so as to include all the territory heretofore encompassed by the corporate limits of the Town of Snead, Alabama, and in addition thereto the following described territory, to-wit:

(See attached Exhibit "A")

Section 3. This ordinance shall be published as provided by law, and a certified copy of same, together with the certified copy of the petition of the property owners, shall be filed with the Probate Judge of Blount County, Alabama.

Section 4. The territory described in this ordinance shall become a part of the corporate limits of the Town of Snead, Alabama, upon publication of this ordinance as set forth in Section 3, above.

ADOPTED THIS THE 24 DAY OF OCTOBER, 2011.



Tim Kent, Mayor

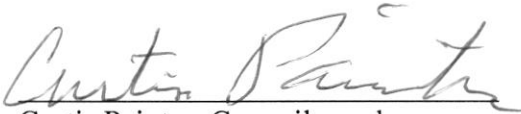
James Campbell, Councilmember



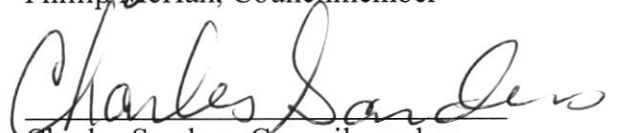
M. Jack Freeman, Councilmember



Phillip McHan, Councilmember



Curtis Painter, Councilmember



Charles Sanders, Councilmember

Attest: 

Rae Ware, Town Clerk

PETITION FOR ANNEXATION TO THE
TOWN OF SNEAD, ALABAMA

TO THE TOWN OF SNEAD, ALABAMA:

We, Gregory W. Ogles and Tina Ogles the undersigned, constituting the owners of all the hereinafter described real property do hereby execute and file with the Town Clerk of the Town of Snead, Alabama, this written Petition asking and requesting that our property hereinafter described be annexed to the Town of Snead, Alabama, under the authority of Sections 11-42-20 through 11-42-24, Code of Alabama, 1975, as amended.

Said property is more particularly described as follows:

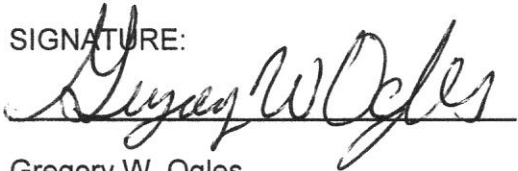
See Exhibit "A"

We further certify that said property is contiguous to the Town of Snead and that none of the property lies within the corporate limits of another municipality. A map of said property is hereto attached.

We do hereby request that the Town Council and Town Clerk give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so the corporate limits of the Town of Snead, Alabama, shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, We have hereunto subscribed our names on this the 7th day of October, 2011.

SIGNATURE:



Gregory W. Ogles



Tina Ogles

Sworn and subscribed before me this the 7th day of October, 2011.



Rae B. Ware, Town Clerk

Notary: My commission expires Sept 3, 2014



330.8d 315s
163.46 3.09 163.6
330.8d 315s
163.46 3.10 163.6
330.9d 315s
163.59 3.07 163.46
330.9d 315s

326.92 3.11 327.19
330.98d 315s

MOORE ROAD

275S
296 3.04 296
275S

270D 255S

485S

18

270D 235S

435S

304

208

24.02

208

304

24.04

12 AC(C)

230s

210

1816

24

7.3 AC

208.7

208.7

208.7

208.7

210

WEBB

CIRCLE 60

157.15

157.15

208.7

157.15

208.7

157.15

157.15

27

117.03

REAL PROPERTY ASSIGNMENT - BLOUNT COUNTY

Blount County Revenue Commissioner
 200 Red Avenue, East-Peak 107
 Peasop, AL 36060
 Phone 904, 447-1111

Blount County, Alabama
 200 Red Avenue, East-Peak 107
 Peasop, AL 36060
 Phone 904, 447-1111

	Trp. ID	Assessed Value	Trp. ID	Assessed Value	Trp. ID	Assessed Value	Trp. ID	Assessed Value
Blount County, Alabama	100	10000	100	10000	100	10000	100	10000
Blount County, Alabama	100	10000	100	10000	100	10000	100	10000
Blount County, Alabama	100	10000	100	10000	100	10000	100	10000
Blount County, Alabama	100	10000	100	10000	100	10000	100	10000
Blount County, Alabama	100	10000	100	10000	100	10000	100	10000
Blount County, Alabama	100	10000	100	10000	100	10000	100	10000
Blount County, Alabama	100	10000	100	10000	100	10000	100	10000

Blount County, Alabama	Trp. ID	Assessed Value	Trp. ID	Assessed Value
Blount County, Alabama	100	10000	100	10000
Blount County, Alabama	100	10000	100	10000

end of listing

REAL PROPERTY ASSIGNMENT - BLOUNT COUNTY

MORTGAGE DEED - CONSTRUCTION

THE STATE OF ALABAMA

BLOUNT County

This instrument was prepared by
Susan Stidham,
of First Alabama Bank of Blount County

KNOW ALL MEN BY THESE PRESENTS: That whereas

GREGORY W. OGLES, a single person

become justly indebted to FIRST ALABAMA BANK OF BLOUNT COUNTY

hereinafter called the Mortgagee, in the principal sum of Forty-four thousand and no/100

(\$ 44,000.00) Dollars,

as evidenced by negotiable note of even date herewith,

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and any renewals or extensions of same and any other indebtedness now or hereafter owed by Mortgagors to Mortgagee and compliance with all the stipulations hereinafter contained, the said

GREGORY W. OGLES, a single person

(hereinafter called Mortgagors)

do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in BLOUNT County, State of Alabama viz:

A part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 34, Township 10 South, Range 2 East, Blount County, Alabama, more particularly described as follows: From the Northeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 34, thence South 1 degree 04'05" West, 1588.25 feet to a pipe on West margin of paved county road, the point of beginning; thence North 89 degrees 55'20" West, 296.0 feet to a pipe; thence South 0 degrees 04'40" West, 296.0 feet to a pipe; thence South 89 degrees 55'20" East 296.0 feet to a pipe on West margin of paved county road; thence North 0 degrees 04'40" East along said margin 296.0 feet to the point of beginning. Above described tract contains 2.0 acres, more or less, and is subject to existing utility easements, reservations and restrictions of record.

together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by the Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, and other equipment and fixtures attached or appertaining to said premises, all of which (hereinafter designated as the mortgaged property) shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the same and every part thereof unto the Mortgagee, FIRST ALABAMA BANK OF BLOUNT COUNTY its successors and assigns forever.

And for the purpose of further securing the payment of said indebtedness the Mortgagors covenant and agree as follows:

1. That they are lawfully seized in fee and possessed of said mortgaged property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon said mortgaged property and should default be made in the payment of same, or any part thereof, said Mortgagee may pay the same.

3. That they will keep the buildings on said premises continuously insured in such amounts, in such manner and in such companies as may be satisfactory to the Mortgagee against loss by fire and such other hazards as Mortgagee may specify, with loss, if any, payable to said Mortgagee, and will deposit with Mortgagee policies for such insurance and will pay premiums therefor as the same become due. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damages to said premises caused by any casualty. If Mortgagors fail to keep said property insured as above specified, the Mortgagee may insure said property for its insurable value against loss by fire and other hazards for the benefit of the Mortgagee. The proceeds of such insurance shall be paid by insurer to Mortgagee which is hereby granted full power to settle and compromise claims under all policies and to demand, receive and receipt for all sums becoming due thereunder. Said proceeds, if collected, to be credited on the indebtedness secured by this mortgage, less cost of collecting same, or to be used in repairing or reconstructing the premises as the Mortgagee may elect; all amounts so expended by said Mortgagee for insurance or for payment of taxes, assessments or any other prior liens shall become a debt due said Mortgagee additional to the indebtedness herein described and at once payable without demand upon or notice to any person, and shall be secured by the lien of this mortgage and shall bear interest at the highest legal rate from date of payment by said Mortgagee and at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and this mortgage subject to foreclosure and same may be foreclosed as hereinafter provided.

4. To take good care of the mortgaged property above described and not to commit or permit any waste thereon, and to keep the same repaired and at all times to maintain the same in as good condition as it now is, reasonable wear and tear alone excepted.

5. That no delay or failure of the Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present default on the part of said Mortgagors, and that the procurement of insurance or payment of taxes by the Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagors to procure such insurance or to pay such taxes, it being agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidenced in writing signed by the Mortgagors and by the Mortgagee.

6. That they will well and truly pay and discharge any indebtedness hereby secured as it shall become due and payable including the note or notes above described, any renewals or extensions thereof, and any other notes or obligations of Mortgagors to Mortgagee whether now or hereafter incurred.

7. That after any default on the part of the Mortgagors, the Mortgagee shall, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, be entitled as a matter of right to the appointment by any competent court or tribunal without notice to any party, of a receiver of the rents, issues and profits of said premises, with power to lease and control the said premises and with such other powers as may be deemed necessary, and that a reasonable attorney's fee shall, among other expenses and costs, be fixed, allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of said mortgaged property.

8. That all the covenants and agreements of the Mortgagors herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Mortgagee shall inure to the benefit of the heirs, successors or assigns of the Mortgagee.

9. That the debt hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if any statement of lien is filed under the statutes of Alabama relating to liens of mechanics and materialmen, without regard to the form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof, or of the lien on which such statement is based.

10. This is construction

loan mortgage and the said \$44,000.00

is being advanced to the Borrower by the Lender in accordance with a Loan Agreement between Bank and Borrower dated the date hereof. Notwithstanding anything to the contrary contained in this mortgage or in the note secured hereby, or in any other instrument securing the loan evidenced by said note, the Bank may at its option declare the entire indebtedness secured hereby, and all interest thereon and all advances made by Bank hereunder, immediately due and payable in the event of a breach by the Borrower of any covenant contained in this mortgage, the note secured hereby, or in said Loan Agreement between the Borrower and the Lender, dated the date hereof, which said Loan Agreement is, by reference hereto, herein incorporated to the same extent and effect as though said Loan Agreement were set forth herein in full.

11. In addition to the said \$44,000.00

principal amount with interest secured hereby, this mortgage shall also secure any and all other and additional indebtedness now or hereafter owing by Borrower to Bank. During the period of construction of the improvements contemplated to be constructed upon the Mortgaged Property, this mortgage covers and the undersigned, in consideration of the said indebtedness, and to secure the prompt payment of the same, with the interest thereon, and further to secure the performance of the covenants, conditions and agreements set forth in this mortgage, and in said Loan Agreement, have bargained and sold and do hereby grant, bargain, sell, alien and convey unto the Bank, its successors and assigns, the following described additional property, situated or to be situated on the real estate hereinabove described and mortgaged:

All building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the mortgagors for the purpose of being used or useful in connection with the improvements located or to be located on the hereinabove described real estate, whether such materials, equipment, fixtures and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located. Personal property herein conveyed and mortgaged shall include, but without limitation, all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing materials, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

12. Plural or singular words used herein to designate the undersigned Mortgagors shall be construed to refer to the maker or makers of this mortgage, whether one or more persons or a corporation.

UPON CONDITION, HOWEVER, that if the Mortgagors shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable and shall in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of the indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by said Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgagee in said Property become endangered by reason of the enforcement of any prior lien or encumbrance thereon so as to endanger the debt hereby secured, or should a petition to condemn any part of the mortgaged property be filed by any authority having power of eminent domain, or should any law, either federal or state, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged premises shall be charged against the owner of this mortgage or should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction or should the Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part of same may not as aforesaid have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of the Mortgagee, notice of the exercise of such option being hereby expressly waived; and the Mortgagee shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to sell the same before the County Court House door in

BLOUNT

County, Alabama at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said City, and upon the payment of the purchase money the Mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagors a good and sufficient deed to the property sold; the Mortgagee shall apply the proceeds of said 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 may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; and fourth, the balance, if any, to be paid over to the said Mortgagors or to whomsoever then appears of record to be the owner of said property. The Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale thereunder.

IN WITNESS WHEREOF,


GREGORY W. OGLES (Seal)
(Seal)

THE STATE OF ALABAMA,

BLOUNT COUNTY.

SUSAN STIDHAM

a Notary Public in and for said County, in said State,

hereby certify that GREGORY W. OGLES, a single person

whose name 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 the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 20th day of APRIL, 1990

Susan Stidham

Notary Public.

THE STATE OF ALABAMA,

COUNTY.

I, a Notary Public in and for said County, in said State,

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

Notary Public.

THE STATE OF ALABAMA,

COUNTY.

I, Notary Public in and for said County, in said State,

hereby certify that whose name as President

of the a corporation, is signed to the fore-

going conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the con-

veyance, 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 day of 19

Notary Public.

TO
FIRST ALABAMA BANK
OF

MORTGAGE DEED

THE STATE OF ALABAMA,

COUNTY.

Office of the Judge of Probate.

I hereby certify that the within mortgage was filed

in this office for record on the

day of 19

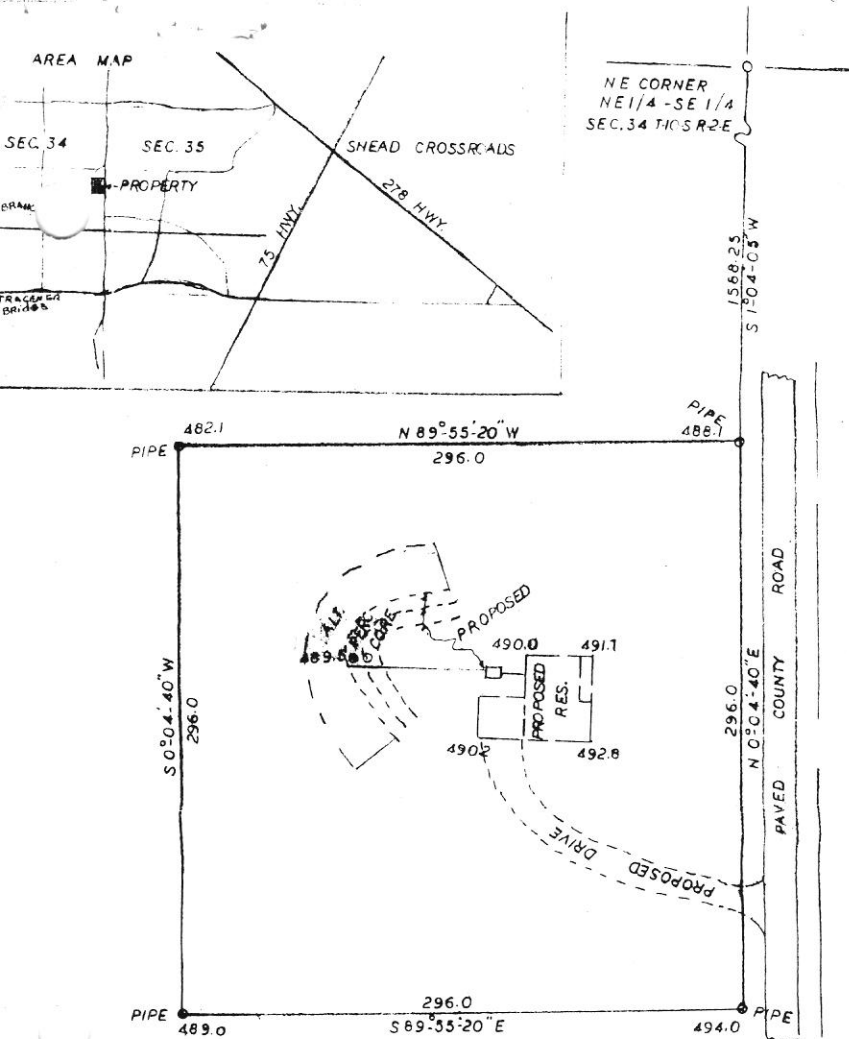
at o'clock M., and duly record in

Volume of Mortgages, at page

and examined.

Judge of Probate.

First Alabama Bank



SCALE 1"=50'

DESCRIPTION

A part of the Southeast 1/4 of the Southeast 1/4 of Section 34, Township 10 South, Range 2 East, Blount County, Alabama, more particularly described as follows: From the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 34, thence South 1° 04' 05" West, 1588.25 feet to a pipe on West margin of paved county road, the point of beginning; thence North 89° 55' 20" West, 296.0 feet to a pipe; thence South 0° 04' 40" West, 296.0 feet to a pipe; thence South 89° 55' 20" East, 296.0 feet to a pipe on West margin of paved county road; thence North 0° 04' 40" East, along said margin 296.0 feet to the point of beginning. Above described tract contains 2.0 acres, more or less, and is subject to existing utility easements, reservations and restrictions of record.

STATE OF ALABAMA

COUNTY OF BLOUNT

I, James Jones, a registered land surveyor in the State of Alabama, hereby certify the above plat to be true and correct, in accord with reference corners found. I have consulted the U. S. Department of the Interior Geological Survey Maps of flood prone areas, and found the proposed location of the residence is not in a special flood hazard area.

According to a survey completed by me on the 21st day of February, 1990.

James Jones
James Jones, Reg. #7507

STATE OF ALABAMA

COUNTY OF BLOUNT

ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that in consideration of one dollar to the undersigned Grantors, in hand paid by the Grantee herein, the receipt whereof is acknowledged, We Gregory W. Ogles and Tina Ogles, (herein referred to as the Grantors), grant, bargain, sell and convey unto the Town of Snead, a municipal corporation (herein referred to as the grantee), the following described road easement, situated in **Blount County**, Alabama to wit:

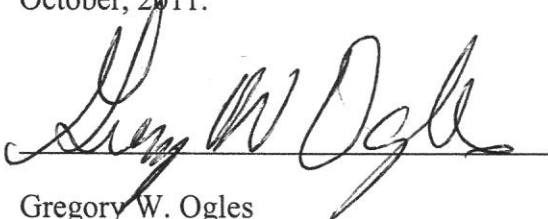
Sixty (60) Foot Road Easement:

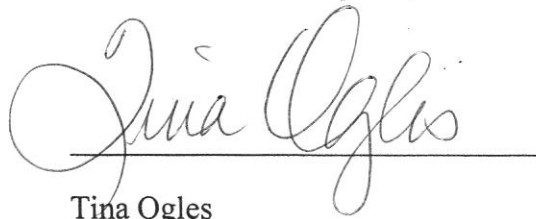
Part of the Southeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 34, Township 10 South, Range 2 East, Blount County, Alabama, more particularly described as follows: a thirty (30) foot easement from the center line for a public right of way lying on the west side of the existing road known as Moore's Store Road, a/k/a/ Moore Road.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.

And We do for ourselves and for our heirs, executors and administrators covenant with the said Grantee, its successors, and assigns, that we are lawfully seized in fee simple of said premises: that they are free from all encumbrances, unless otherwise noted above; that we have the right to sell and convey the same as aforesaid; that We will and our heirs, executors and administrators shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

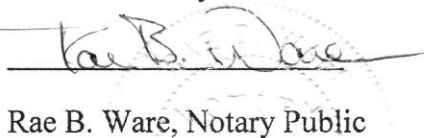
IN WITNESS WHEREOF, We have hereunto set our hands on this the 7th day of October, 2011.


Gregory W. Ogles


Tina Ogles

I, the undersigned authority, a Notary Public at Large for the State of Alabama, hereby certify, that Gregory W. Ogles and Tina Ogles whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears sate.

Given under my hand and official seal this the 7th day of October, 2011.


Rae B. Ware, Notary Public

My commission expires Sept. 3, 2014