

*Certification
Of
Annexation Ordinance*

20170124000028680 1/15 \$57.00
Shelby Cnty Judge of Probate, AL
01/24/2017 11:56:14 AM FILED/CERT

Ordinance Number: **X-2017-01-17-733**

Property Owner(s): **First United Security Bank**

Property: **Parcel ID #09-8-28-0-001-026.000**

Parcel ID #09-8-28-0-001-027.000

Portion of Parcel ID #09-8-27-0-001-017.011

I, Becky C. Landers, City Clerk of the City of Chelsea, Alabama, hereby certify the attached to be a true and correct copy of an Ordinance adopted by the City Council of Chelsea, at the regular meeting held January 17th, 2017, as same appears in minutes of record of said meeting, and published by posting copies thereof on January 18th, 2017, at the public places listed below, which copies remained posted for five business days (through January 24th, 2017).

Chelsea City Hall, 11611 Chelsea Road, Chelsea, Alabama 35043

Chelsea Sports Complex, Highway 39, Chelsea, Alabama 35043

U.S. Post Office, Highway 280, Chelsea, Alabama 35043

Chelsea Senior Lodge, 706 County Rd 36, Chelsea, AL 35043

City of Chelsea Website-www.cityofchelsea.com


Becky C. Landers, City Clerk

City of Chelsea, Alabama

Annexation Ordinance No. X-2017-01-17-733

Property Owner(s): **First United Security Bank**

Property: **Parcel ID #09-8-28-0-001-026.000**

Parcel ID #09-8-28-0-001-027.000

Portion of Parcel ID #09-8-27-0-001-017.011

Pursuant to the provisions of Section 11-42-21 of the Code of Alabama (1975),

Whereas, the attached written petition (as Exhibit A) that the above-noted property be annexed to The City of Chelsea has been filed with the Chelsea City Clerk; and

Whereas, said petition has been signed by the owner(s) of said property; and

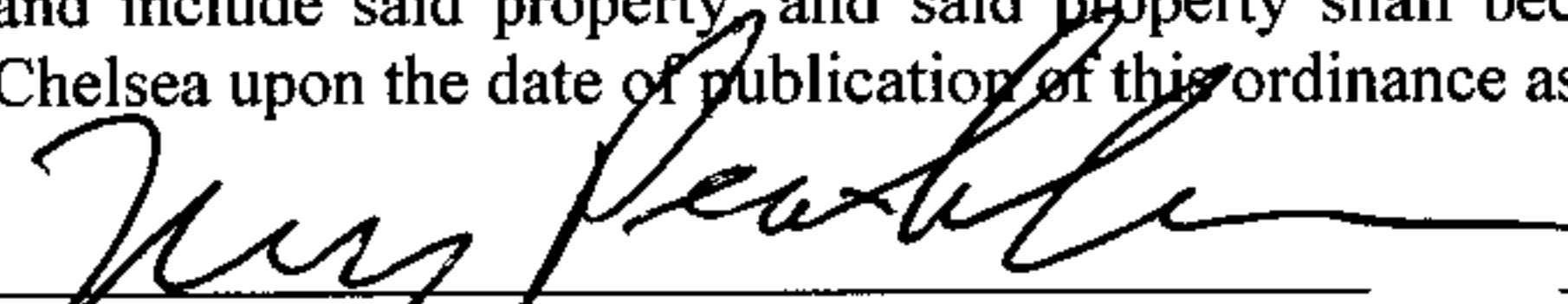
Whereas, said petition contains (as Petition Exhibit B) an accurate description of said property together with a map of said property (Exhibit C) showing the relationship of said property to the corporate limits of Chelsea; and

Whereas, said property is contiguous to the corporate limits of Chelsea, or is a part of a group of properties submitted at the same time for annexation, which is (B-2) which together is contiguous to the corporate limits of Chelsea;

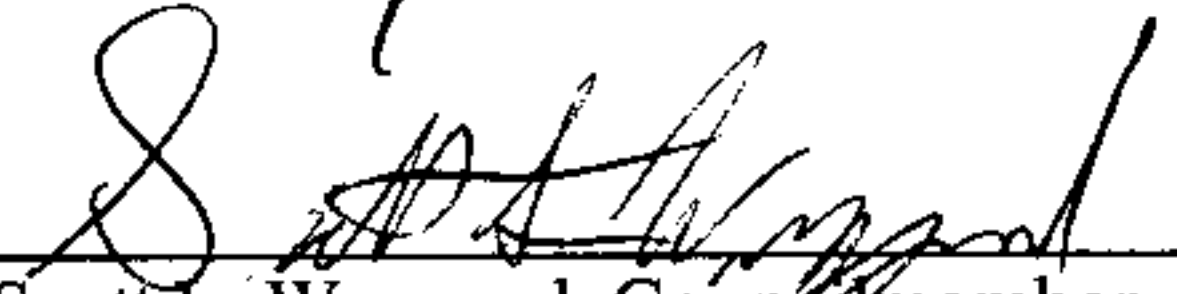
Whereas, said territory does not lie within the corporate limits or police jurisdiction of any other municipality

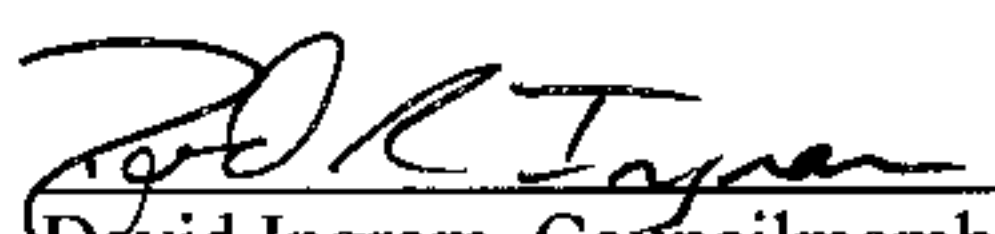
Therefore, be it ordained that the City Council of the City of Chelsea assents to the said annexation: and

Be it further ordained that the corporate limits of Chelsea be extended and rearranged so as to embrace and include said property, and said property shall become a part of the corporate area of the City of Chelsea upon the date of publication of this ordinance as required by law.


Tony Picklesimer, Mayor


Cody Sumners, Councilmember


Scott L. Weygand, Councilmember


David Ingram, Councilmember


Tiffany Bittner, Councilmember


Casey Morris, Councilmember



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Petition Exhibit B

Property owner(s): First United Security Bank

Property: Parcel ID #09-8-28-0-001-026.000

Parcel ID #09-8-28-0-001-027.000

Portion of Parcel ID #09-8-27-0-001-017.011

Property Description

The above-noted property, for which annexation into Chelsea is requested in this petition, is described in the attached copy of the deed (Petition Exhibit B), recorded in, Instrument #20140226000052500, and is filed with the Shelby County Probate Judge.

Further, the said property for which annexation into Chelsea is requested in this petition is shown in the indicated shaded area on the attached map in Petition Exhibit B. Said map also shows the contiguous relationship of said property to the corporate limits of Chelsea.

The said property, for which annexation into Chelsea is requested in this petition, does not lie within the corporate limits of any other municipality.


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City Clerk
City of Chelsea
P.O. Box 111
Chelsea, Alabama 35043

Petition for Annexation

The undersigned owner(s) of the property which is described in the attached "Exhibit A" and which either is contiguous to the corporate limits of the City of Chelsea, or is a part of a group of properties which together are contiguous to the corporate limits of Chelsea, do hereby petition the City of Chelsea to annex said property into the corporate limits of the municipality.

Signed on the 10TH day of January, 2017

Paul D. Ray
Witness

First US Bank
Owner Signature
by Dan Mathews its SVP

Print name
131 West Front Street
Thomassville, Ala. 36784
Mailing Address

10699 Old Highway 280
Chelsea, Ala. 35043
Property Address (if different)

[REDACTED]
Telephone Number (Day)

Telephone Number (Evening)

Dan Mathews
Owner Signature

Dan Mathews
Print Name

4720 Highway 31
Mailing Address

Chelsea, AL 35040
Property Address (if different)

Telephone number (Day)

Telephone Number (Evening)

Patty Gorton
Witness

Number of people on property _____
Proposed Property Usage (Circle One)
Commercial or Residential

(All owners listed on the deed must sign)


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STATE OF ALABAMA
SHELBY COUNTY

I, James M. Ray, a Registered Land Surveyor in the State of Alabama, hereby certify that all parts of this survey and plat (or drawing) have been completed in accordance with the requirements of the Standards for the Practice of Surveying in the State of Alabama, being more particularly described as follows, to-wit: Commence at a pole in place being the Northeast corner of the Southwest one-fourth of the Southwest one-fourth of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, said point being South $01^{\circ} 18' 37''$ East of and 2.83 feet from the Southeast corner of Lot No. 1 of The Shoppes At the Narrows Phase 1 as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama, in Map book 25 at Page 32; thence proceed South $01^{\circ} 18' 37''$ East along the East boundary of said Southwest one-fourth of the Southwest one-fourth for a distance of 179.87 feet; thence proceed South $89^{\circ} 44' 22''$ West for a distance of 908.41 feet to a point on the Southwesterly boundary of the CSX Railroad 100 foot right-of-way; thence proceed North $50^{\circ} 57' 16''$ West along the Southwesterly boundary of said railroad right-of-way for a distance of 230.29 feet (set $1/2''$ rebar); thence proceed South $46^{\circ} 57' 06''$ West for a distance of 138.94 feet to the point of beginning. From this beginning point proceed North $43^{\circ} 30' 06''$ West for a distance of 269.15 feet to its point of intersection with the Southerly right-of-way of Old U. S. Highway 280 (set $1/2''$ rebar), said point being the P. C. of a concave right having a delta angle of $12^{\circ} 04' 11''$ and a radius of 518.36 feet; thence proceed Southwesterly along the Southerly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of South $66^{\circ} 48' 39''$ West, 108.99 feet to the P. T. of said curve (set $1/2''$ rebar) which is also the P. C. of a concave curve right having a delta angle of $18^{\circ} 03' 25''$ and a radius of 518.34 feet; thence proceed Southwesterly along the Southerly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of North $89^{\circ} 20' 30''$ West, 162.68 feet to a capped rebar in place (PLS #21784); thence proceed South $05^{\circ} 18' 26''$ West for a distance of 409.55 feet to a capped rebar in place (PLS #21784); thence proceed South 90° West for a distance of 246.10 feet to a $5/8''$ rebar in place; thence proceed South $00^{\circ} 05' 14''$ West for a distance of 383.02 feet (set $1/2''$ rebar) to a point on the bank of a creek; thence continue South $00^{\circ} 05' 14''$ West for a distance of 25.73 feet to the center of said creek; thence proceed North $54^{\circ} 36' 10''$ East along the center of said creek for a distance of 112.06 feet; thence proceed South $87^{\circ} 08' 48''$ East along the center of said creek for a distance of 302.35 feet; thence proceed North $80^{\circ} 48' 33''$ East along the center of said creek for a distance of 101.70 feet; ; thence proceed North $35^{\circ} 27' 36''$ East along the center of said creek for a distance of 143.16 feet; thence proceed North $32^{\circ} 09' 16''$ East along the center of said creek for a distance of 184.88 feet; thence proceed North $57^{\circ} 13' 59''$ East along the center of said creek for a distance of 104.40 feet; thence proceed North $26^{\circ} 08' 41''$ West for a distance of 47.60 feet to a point on the bank of said creek (set $1/2''$ rebar); thence continue North $26^{\circ} 08' 41''$ West for a distance of 177.57 feet (set $1/2''$ rebar); thence proceed North $46^{\circ} 57' 06''$ East for a distance of 94.45 feet to the point of beginning.



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The above described land is located in the Northwest one-fourth of the Southwest one-fourth and the Southwest one-fourth of the Southwest one-fourth of Section 27 and the Southeast one-fourth of the Southeast one-fourth and the Northeast one-fourth of the Southeast one-fourth of Section 28, Township 19 South, Range 1 West, Shelby County, Alabama and contains 9.0 acres.

According to my survey this the 9th day of January 2017.

James M. Ray, Ala. Reg. No. 18383

Ray and Gilliland, P. C., Ala. Board Cert. No. CA-0114-LS

Note: No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and /or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city.

Underground portions of foundations and footings and/or other underground structures, utilities, cemeteries or burial sites were not located unless otherwise noted. We do not look for underground sewer or flip manhole covers.

This survey is not transferable and may only be used by the person/company that pays for it at time of survey.



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Grantor's Name: William M. Thomas, Jr. a/k/a Billy Thomas
Mailing Address:
Property Address: n/a

Grantee's Name: First United Security Bank
Mailing Address: PO Box 1763
Calera, AL 35040
Date of Sale:

Total Purchase Price \$
or
Actual Value \$2,320,000.00
or
Assessor's Market Value \$

The purchase price or actual value claimed on this deed can be verified in the following documentary evidence: (check one)
(Recordation of documentary evidence is not required)

☐ Bill of Sale
☐ Sales Contract
☐ Closing Statement
☒ Appraisal
☐ Other

The property conveyed by this Warranty Deed is the same property covered by the Mortgage described below and the value given for the property is no greater than the indebtedness owing under such mortgage.

This instrument prepared by and,
upon recording, return to.

Michael B. Odom
Haskell Slaughter Young & Rediker, LLC
2001 Park Place North, Suite 1400
Birmingham, Alabama 35203

SEND TAX NOTICE TO:
First United Security Bank
PO Box 1763
Calera, AL 35040

STATE OF ALABAMA)
COUNTY OF LAWRENCE)

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned, **Willie M. Thomas, Jr. a/k/a Billy Thomas**, a married man (the "Grantor") is the owner and record title holder of all that real property situated in Shelby County, Alabama, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Grantor has heretofore executed and delivered to **FIRST UNITED SECURITY BANK, an Alabama bank**, (the "Grantee") those certain mortgages covering the Property recorded in the Office of the Judge of Probate of Shelby County, Alabama, at:

Instrument # 20050228000092630
Instrument # 20051104000574140
Instrument # 20070521000235120

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Instrument # 20080829000347250
Instrument # 20080128000035170
Instrument # 20080128000035180
Instrument # 20080318000110480
Instrument # 20070717000334300
Instrument # 20090227000070000
Instrument # 20100317000077720


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(collectively, the "Mortgages"); and

WHEREAS, Grantor has requested and has agreed to convey the Property to Grantee in consideration of a credit by Grantee to Grantor from and against the indebtedness secured by the Mortgages; and

WHEREAS, Grantor and Grantee have mutually agreed upon the credit and the Grantor acknowledges that such credit and other considerations given to him by Grantee are fair, equitable, beneficial and to the best interest of Grantor; and

WHEREAS, Grantee, by the acceptance of this Deed, shall in consideration thereof, credit the agreed amount against the indebtedness secured by the Mortgages.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00) cash in hand paid to Grantor by Grantee, the receipt of which Grantor hereby acknowledges, and the aforesaid agreement of Grantee to credit the agreed amount against the indebtedness secured by the Mortgage, Grantor does hereby **GRANT, BARGAIN, SELL and CONVEY** unto **FIRST UNITED SECURITY BANK**, an Alabama bank, all of that certain real property situated in Shelby County, Alabama, and more particularly described in Exhibit A attached hereto and made a part hereof, together with any and all rights of redemption, statutory or equitable, of Grantor with respect thereto. Grantor expressly makes this conveyance without reservation or retention of any rights of redemption, statutory or equitable.


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TO HAVE AND TO HOLD to FIRST UNITED SECURITY BANK, its successors and assigns, in fee simple forever.

The undersigned Grantor covenants with Grantee that he is the owner of the Property and has a good right to sell and convey the same; that the same is free of all encumbrances except the Mortgages to **FIRST UNITED SECURITY BANK**; and that Grantor will forever warrant and defend the title to the Property to Grantee, its successors and assigns, forever. All covenants and agreements made herein shall bind Grantor and his heirs and assigns.

The Property is not the homestead of the Grantor.

It is understood and agreed that the lien and title of the Mortgages shall not be merged in the title hereby conveyed, and that if for any reason this conveyance shall be held ineffective in any particular, or in the event of the setting aside of this conveyance in any proceedings instituted under bankruptcy or other law, or in the event the survival of the lien and title of the Mortgages is necessary or appropriate to protect the interest and complete title of Grantee, Grantee shall be subrogated to, or shall be considered to have retained, all of its lien, title and rights under the Mortgages and the indebtedness secured thereby, and in any such event Grantee shall have the right to proceed to a foreclosure of the Mortgages as determined by Grantee in all respects as if this instrument had not been executed.


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IN WITNESS WHEREOF, the undersigned has executed this instrument and set his hand and seal hereunto, all on this 22 day of August, 2013.


Willie M. Thomas, Jr. a/k/a Billy Thomas

STATE OF ALABAMA)
)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that, Willie M. Thomas, Jr. a/k/a Billy Thomas, whose name 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 foregoing instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and Official seal this 22ND day of August, 2013.

(Notary Seal)


Notary Public


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Exhibit A

**STATE OF ALABAMA
SHELBY COUNTY**

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Commence at a pole in place being the Northeast corner of the Southwest one-fourth of the Southwest one-fourth of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, said point being South 01° 18' 37" East of and 2.83 feet from the Southeast corner of Lot No. 1 of The Shoppes At the Narrows Phase 1 as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama, in Map book 25 at Page 32; thence proceed South 01° 18' 37" East along the East boundary of said Southwest one-fourth of the Southwest one-fourth for a distance of 179.87 feet; thence proceed South 89° 44' 22" West for a distance of 908.41 feet to a point on the Southwesterly boundary of the CSX Railroad 100 foot right-of-way; thence proceed North 50° 57' 16" West along the Southwesterly boundary of said railroad right-of-way for a distance of 230.29 feet (set 1/2" rebar) to the point of beginning. From this beginning point continue North 50° 57' 16" West along the Southwesterly boundary of said railroad right-of-way for a distance of 245.08 feet (set 1/2" rebar) to its point of intersection with the Southerly right-of-way of Old U. S. Highway 280; thence proceed South 60° 46' 34" West along the Southerly right-of-way of said road for a distance of 110.56 feet (set 1/2" rebar), said point being the P. C. of a concave right having a delta angle of 12° 04' 11" and a radius of 518.36 feet; thence proceed Southwesterly along the Southerly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of South 66° 48' 39" West, 108.99 feet to the P. T. of said curve (set 1/2" rebar) which is also the P. C. of a concave curve right having a delta angle of 18° 03' 25" and a radius of 518.34 feet; thence proceed Southwesterly along the Southerly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of North 89° 20' 30" West, 162.68 feet to a capped rebar in place (PLS #21784); thence proceed South 05° 18' 26" West for a distance of 409.55 feet to a capped rebar in place (PLS #21784); thence proceed South 90° West for a distance of 246.10 feet to a 5/8" rebar in place; thence proceed South 00° 05' 14" West for a distance of 383.02 feet (set 1/2" rebar) to a point on the bank of a creek; thence continue South 00° 05' 14" West for a distance of 25.73 feet to the center of said creek; thence proceed North 54° 36' 10" East along the center of said creek for a distance of 112.06 feet; thence proceed South 87° 08' 48" East along the center of said creek for a distance of 302.35 feet; thence proceed North 80° 48' 33" East along the center of said creek for a distance of 101.70 feet; ; thence proceed North 35° 27' 36" East along the center of said creek for a distance of 143.16 feet; thence proceed North 32° 09' 16" East along the center of said creek for a distance of 184.88 feet; thence proceed North 57° 13' 59" East along the center of said creek for a distance of 104.40 feet; thence proceed North 26° 08' 41" West for a distance of 47.60 feet to a point on the bank of said creek (set 1/2" rebar); thence continue North 26° 08' 41" West for a distance of 177.57 feet (set 1/2" rebar); thence proceed North 46° 57' 06" East for a distance of 233.39 feet to the point of beginning.

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The above described land is located in the Northwest one-fourth of the Southwest one-fourth and the Southwest one-fourth of the Southwest one-fourth of Section 27 and the Southeast one-fourth of the Southeast one-fourth and the Northeast one-fourth of the Southeast one-fourth of Section 28, Township 19 South, Range 1 West, Shelby County, Alabama.


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RESOLUTION

First US Bank
for
Dan McArthur to
Execute Deeds and Mortgage Releases

BE IT RESOLVED, that Dan McArthur, SVP, Special Assets Manager, of First US Bank, is now and hereafter authorized to execute deeds and deliver them for and in the name of said corporation;

BE IT RESOLVED, that Dan McArthur is now and hereafter authorized to execute mortgage releases and deliver them for and in the name of said corporation;

ALSO BE IT FURTHER RESOLVED, that the foregoing powers and authority shall continue until written notice is given by the Bank of a revocation or modification, and this resolution shall supersede all resolutions of like tenor previously furnished said by corporation.

Date: May 25, 2016


Beverly J. Dwyer, Secretary

Corporate Seal



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Ord. #
2017-01-17-733

Tax Id.
09-8-28

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FIRST U.S. BANK ANNEXATION

OLD HIGHWAY 280