



CITY OF LEEDS, ALABAMA

BOARD OF ZONING ADJUSTMENTS AGENDA

City Hall Annex - 1412 9th St., Leeds, AL 35094

August 22, 2023 @ 5:00 PM

CALL TO ORDER:

ROLL CALL:

DETERMINATION OF QUORUM:

APPROVAL OF MINUTES FROM PREVIOUS MEETING(S):

OTHER BUSINESS:

OLD BUSINESS:

1. A23-000012 - A request by William Martin Pace, applicant and owner, to allow a chain link fence in the front yard that exceeds 3 feet at 7687 Georgia Ave, 35094, TPID:2500171008003000, Jefferson County.
2. A23-000013 - A request by Christina McKinney Trustee for Edmond J Thornton, applicant and owner, to allow a self storage facility at 8430 1st Ave, Leeds, AL 35094, TPID: 2500211026014000, Jefferson County, B-2, General Business District.

ADJOURNMENT:

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 205-699-2585.

File Attachments for Item:

1. A23-000012 - A request by William Martin Pace, applicant and owner, to allow a chain link fence in the front yard that exceeds 3 feet at 7687 Georgia Ave, 35094, TPID:2500171008003000, Jefferson County.

4 herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Jefferson County, Alabama

Lots 47 and 48, in Block 3, according to map of Washington Land Company's Survey of Russell Heights No. 3, as recorded in Map Book 21, at page 82, in the office of the Judge of Probate of Jefferson County, Alabama.

Subject to reservation of all minerals as shown by instruments recorded in Volume 36, at page 173 in the office of the Judge of Probate of Jefferson County, Alabama.

Subject to right of way to Alabama Power Company as shown by instruments recorded in Volume 1688, at page 68, and Volume 4156, at page 266, in the office of the Judge of Probate of Jefferson County, Alabama.

As a part of the consideration of this conveyance the grantees herein assume and agree to pay the state, county and city taxes for the current tax year ending September 30, 1971.

All of the purchase price recited above was paid from mortgage loan made simultaneously herewith.

TO HAVE AND TO HOLD, To the said GRANTEES for and during their joint lives and upon the death of either of them, then the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion. And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, except as herein specifically set out,

that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall warrant and defend the same to the said GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

caused these presents to be executed in its name by R. P. Sexton, its President, its signature to

IN WITNESS WHEREOF, the said GRANTOR, by its ~~President~~ ~~Secretary~~ ~~and its seal affixed~~ ~~by William H. Francis, its Secretary, both of whom are thereunto duly~~ authorized, this the 14th day of May, 1971.

ATTEST:

REALTY BROKERS, INC.,

William H. Francis
Secretary

By *R. P. Sexton*
Its President

State of Alabama

JEFFERSON County

I, Mary E. Stark, a Notary Public in and for said county in said state, hereby certify that R. P. Sexton and William H. Francis, whose names are ~~are~~ President/of the Realty Brokers, Inc., 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 the conveyance, they as such officers 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 14th day of May, 1971

Mary E. Stark
Notary Public.

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

REAL 710 PAGE 858
MAY 17 9 13 AM '71

RECORDED & DEED TAX
& S. DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

James Meeks

H. D. 2/6

William Martin (Rec)
4 Shantley

Leahy Barbara, Inc
to

511 Ga. Ave, Leeds 35094

STATE OF ALABAMA
JEFFERSON COUNTY

I hereby certify that no mortgage tax or deed tax has
been collected on this instrument.

James Meeks

Judge of Probate

"NO TAX COLLECTED"

4

1979 Value of Prop 2.40

VA Form 26-6300 (Home Loan)
Revised October 1962. Use Op-
tional. Section 1810. Title 38
U.S.C. Acceptable to Federal
National Mortgage Association.

MORTGAGE

THE STATE OF ALABAMA, }
JEFFERSON COUNTY. }

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned *William Martin Pace and wife, Dorothy Pace*

county of *Jefferson*, of the city of *Birmingham*
and State of *Alabama*

party of the first part (hereinafter called the Mortgagor), has become justly indebted unto *Collateral Investment Company*

Alabama, a corporation organized and existing under the laws of *Alabama*, party of the second part (hereinafter called the Mortgagee), in the

full sum of *Sixteen thousand eight hundred and no/100* Dollars (\$ *16,800.00*), money lent and advanced, with interest at the rate of *seven* per centum

(*7* %) per annum until paid, for which amount the Mortgagor has signed and delivered unto the said Mortgagee a certain promissory note bearing even date with these presents, the said principal and interest to be payable at the office of *Collateral Investment Company*

in *Birmingham, Alabama*, or at such other place as the holder may designate

in writing delivered or mailed to the Mortgagor in monthly installments of *one hundred eleven* Dollars (\$ *111.89*), commencing on the first

day of *June*, 19 *71*, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of *April, 1981.*

WHEREAS the said Mortgagor is desirous of securing the prompt payment of said note and the several installments of principal, interest, and monthly payments hereinafter provided for, and any additional indebtedness accruing to the Mortgagee on account of any future payments, advances, or expenditures made by the Mortgagee as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1) to the under-
signed Mortgagor *William Martin Pace and wife, Dorothy Pace*

in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt payment of said indebtedness as it becomes due *the said*

William Martin Pace and wife, Dorothy Pace do hereby

grant, bargain, sell, assign, and convey unto the said Mortgagee the following-described real property situated in *Jefferson* County, Alabama, to wit:

lots 47 and 48, in block 3, according to map of Washington Land Company's Survey of Russell Heights No. 1, as recorded in map book 21, page 61, in the Probate Office of Jefferson County, Alabama.

subject to title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Volume 34, page 173 in the Probate Office of Jefferson County, Alabama.

Also subject to right of way granted to Alabama Power Company by instruments recorded in Volume 1058, page 68 and Volume 4136, page 268 in said Probate Office.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagors simultaneously herewith.

together with the hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits of the above described property (provided however that the

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8649

Alabama, a corporation organized and existing under the laws of
 party of the second part (hereinafter called the Mortgagee), in the
 full sum of ~~Twenty thousand eight hundred and no/100~~ Dollars
 (\$ ~~20,800.00~~), money lent and advanced, with interest at the rate of ~~seven~~
 (~~7~~ %) per annum until paid, for which amount the Mortgagor has signed and delivered unto the
 said Mortgagee a certain promissory note bearing even date with these presents, the said principal and
 interest to be payable at the office of ~~Collateral Investment Company~~
 in ~~irmingham, Alabama~~, or at such other place as the holder may designate
 in writing delivered or mailed to the Mortgagor in monthly installments of ~~one hundred eleven~~
 Dollars (\$ ~~111.00~~), commencing on the first
 day of ~~June~~, 19 ~~71~~, and continuing on the first day of each month thereafter until the
 principal and interest are fully paid, except that the final payment of principal and interest, if not sooner
 paid, shall be due and payable on the first day of ~~April, 1981.~~

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8640

WHEREAS the said Mortgagor is desirous of securing the prompt payment of said note and the several
 installments of principal, interest, and monthly payments hereinafter provided for, and any additional
 indebtedness accruing to the Mortgagee on account of any future payments, advances, or expenditures
 made by the Mortgagee as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1) to the under-
 signed Mortgagor ~~William Martin and wife, Dorothy~~
 in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of
 securing the prompt payment of said indebtedness as it becomes due ~~the said~~
~~William Martin and wife, Dorothy~~ do hereby
 grant, bargain, sell, assign, and convey unto the said Mortgagee the following-described real property
 situated in ~~Jefferson~~ County, Alabama, to wit:

- lots 47 and 48, in Block 3, according to map of Washington Land
 Company's Survey of Russell Heights No. 3, as recorded in
 Book 21, Page 61, in the Probate Office of Jefferson County, Alabama.
- Subject to title to all minerals within and underlying the premises,
 together with all mining rights and other rights, privileges and
 immunities relating thereto as recorded in Volume 30, Page 173 in
 the Probate Office of Jefferson County, Alabama.
- Also subject to right of way granted to Alabama Power Company by
 instruments recorded in Volume 1888, Page 68 and Volume 4181, Page
 261 in said Probate Office.
- The proceeds of this loan have been applied on the purchase price of the
 property described herein, conveyed to mortgagors simultaneously herewith.

together with the hereditaments and appurtenances thereunto belonging, and the rents, issues, and
 profits of the above-described property (provided, however, that the Mortgagor shall be entitled to col-
 lect and retain the said rents, issues, and profits, until default hereunder), and all fixtures now or here-
 after attached to or used in connection with the premises herein described and in addition thereto the
 following described household appliances, which are, and shall be deemed to be, fixtures and a part of
 the realty, and are a portion of the security for the indebtedness herein mentioned:

The Mortgagor covenants and agrees that so long as this mortgage and the
 said note secured hereby are guaranteed under the provisions of the
 Servicemen's Readjustment Act of 1944, as amended, he will not execute or
 file for record any instrument which imposes a restriction upon the sale
 or occupancy of the mortgaged property on the basis of race, color, or
 creed. Upon any violation of this undertaking, the mortgagee may, at
 its option, declare the unpaid balance of the debt secured hereby
 immediately due and payable.

/s/ William Martin Pace [SEAL]
 William Martin Pace [SEAL]
 /s/ Dorothy Pace [SEAL]
 Dorothy Pace [SEAL]

STATE OF ALABAMA,
 JEFFERSON COUNTY.

I, the undersigned, a notary public in and for said county, in said State, hereby certify that whose names ~~William Martin Pace and wife, Dorothy Pace~~ 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 date.

GIVEN under my hand and official seal this 14th day of May, 1971

/s/ Marvin Williams, Jr.
 Notary Public.

This instrument prepared by
 Marvin Williams, Jr.
 200 Jefferson Federal Bldg.
 Birmingham, Alabama 35203

STATE OF ALABAMA

Mortgage

TO

THE STATE OF ALABAMA,
 COUNTY.

I, Judge of the Probate Court of said County, do hereby certify that the foregoing conveyance was filed for registration in this office on the _____ day of _____, 19____, and was recorded in Vol. _____ Record of Deeds, pages _____, on the _____ day of _____, 19____.

Judge of Probate.

Fee

me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 14th day of May, 1971

/s/ Marvin Williams, Jr.
 Notary Public.

This instrument prepared by
 Marvin Williams, Jr.
 200 Jefferson Federal Bldg.
 Birmingham, Alabama 35203

16. If the indebtedness secured hereby be guaranteed or insured under Title 38 United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

17. The covenants, conditions, and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns, of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders, and the term, "Mortgagee," shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

Given under hand and seal this the 14th day of May, 1971

~~/s/ William Martin Pace~~ [SEAL]

~~William Martin Pace~~ [SEAL]

~~/s/ Dorothy Pace~~ [SEAL]

~~Dorothy Pace~~ [SEAL]

STATE OF ALABAMA,
Jefferson COUNTY.

I, the undersigned, a notary public in and for said county, in said State, hereby certify that whose names ~~William Martin Pace and wife, Dorothy Pace~~ 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 date.

GIVEN under my hand and official seal this 14th day of May, 1971

~~/s/ Marvin Williams, Jr.~~
Notary Public.

This instrument prepared by
Marvin Williams, Jr.
200 Jefferson Federal Bldg.
Birmingham, Alabama 35203

The mortgagor covenants and agrees that should this mortgage or the note secured hereby not be eligible for guaranty or insurance under the Servicemen's Readjustment Act within 90 days from the date hereof (written statement of any officer or authorized agent of the Veterans Administration declining to guarantee or insure said note and/or this mortgage being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof may, at its option, declare all notes secured hereby immediately due and payable.

Also included in this mortgage is one Brown Range 60N 220-C, and Rich-S Vent Fan No. 6060.

TO HAVE AND TO HOLD the same with all the rights, privileges, and appurtenances thereunto belonging or in anywise appertaining unto the said Mortgagee and assigns of the Mortgagee forever.

And the Mortgagor hereby covenants that ~~that the property~~ seized of said real property in fee simple, and has a good right to sell and convey the same; ~~that the property~~ is free from all encumbrances and that the Mortgagor, and Mortgagor's heirs, executors, administrators, next-of-kin, and assigns will forever defend the same unto the Mortgagee and assigns against the claims of all persons whomsoever;

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, and agreements, that is to say:

1. That the Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100) whichever is less.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, as trustee, (under the terms of this trust as hereinafter stated) on the first day of each month until said note is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before 1 month prior to the date which such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (I) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
- (II) interest on the note secured hereby; and
- (III) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total payments made by the Mortgagor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee, as trustee, for ground rents, taxes, assessments, and insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor for such items or, at Mortgagee's option, as trustee, shall be refunded to Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor will pay to the Mortgagee, as trustee, any amount necessary to make up the deficiency within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee, as trustee, shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the Mortgagee

not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total payments made by the Mortgagor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee, as trustee, for ground rents, taxes, assessments, and insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor for such items or, at Mortgagee's option, as trustee, shall be refunded to Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor will pay to the Mortgagee, as trustee, any amount necessary to make up the deficiency within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee, as trustee, shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the Mortgagee acquires the property otherwise after default, the Mortgagee, as trustee, shall apply, at the time of commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on said note.

4. If the Mortgagee shall be made a party to any suit involving the title to the property hereby conveyed and employs an attorney to represent it therein, or if the Mortgagee employs an attorney to assist in settling or removing any cloud on the title to the property hereby conveyed that purports to be superior to the lien of this mortgage in any respect, or if this mortgage be foreclosed in Chancery or under the power of sale hereinafter provided for, or if an action be brought for breach of any obligation hereunder, the Mortgagor will pay, when the same becomes due, such attorney's fee as may be reasonable for such services, and if such fee is paid or incurred by the Mortgagee the same shall be secured by the lien of this mortgage in addition to the indebtedness specially secured hereby and shall bear interest from the date it is paid or incurred and shall be at once due and payable.

5. So long as any of the indebtedness secured hereby shall remain unpaid, in whole or in part, the Mortgagor agrees to keep said premises and the improvements thereon in good condition, and to pay all taxes and assessments that may be levied or accrue upon said property, and all other charges that may become liens upon said premises, and not to permit any lien, which might take precedence over the lien of this mortgage, to accrue and remain on said premises, or any part thereof, or on the improvements thereon.

6. Mortgagor will continuously maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has heretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. If the Mortgagor fails to insure said property as hereinabove provided, or to pay all or any part of the taxes or assessments levied, accrued, or assessed upon or against said property, or fails to pay immediately and discharge any and all liens, debts, and charges which might become liens superior to the lien of this mortgage, the Mortgagee may, at its option, insure said property and pay said taxes, assessments, debts, liens, and charges, and any money which the Mortgagee shall have so paid or become obligated to pay shall constitute a debt to the Mortgagee additional to the debt hereby specially secured, shall be secured by this mortgage, shall bear interest at the rate provided for in the principal indebtedness from date paid or incurred, and, at the option of the Mortgagee, shall be immediately due and payable.

8. That upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall

from date paid or incurred, and, at the option of the Mortgagee, shall be immediately due and payable.

8. That upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

9. No failure of the Mortgagee to exercise any option herein given to declare the maturity of the debt hereby secured shall be taken or construed as a waiver of its right to exercise such option or to declare such maturity by reason of any past or present default on the part of the Mortgagor; and the procurement of insurance of the payment of taxes or other liens, debts, or charges by the Mortgagee shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagor to procure such insurance or to pay such taxes, debts, liens, or charges; and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

10. If the Mortgagor shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable and shall do and perform all acts and agreements to be done and performed by the Mortgagor under the terms and provisions of this mortgage, then this conveyance shall be and become null and void.

11. If the Mortgagor shall fail to pay, or cause to be paid, as it matures, the indebtedness hereby secured or any part thereof, according to the terms thereof, or if the Mortgagor shall fail to do or perform any other act or thing herein required or agreed to be done or performed, or if the interest of the Mortgagee in said property becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon, then, in any such event, the whole indebtedness hereby secured shall, at the option of the Mortgagee, and without notice, become immediately due and payable and this mortgage subject to foreclosure; and in such event the Mortgagee shall have the right and is hereby authorized to enter upon and take possession of said property, and, after or without taking possession, to sell the same before the Court-house door in the city of _____, County of _____, Alabama, at public outcry, for cash, first giving notice of the time, place, and terms of said sale by publication once a week for three successive weeks prior to said sale in some newspaper published in said city, and, upon the payment of the purchase money, the Mortgagee or any person conducting said sale for it is authorized to execute to the purchaser at said sale a deed to the property so purchased, and such purchaser shall not be held to inquire as to the application of the proceeds of such sale. The Mortgagee may bid at the sale and purchase said property, if the highest bidder therefor.

12. The proceeds of a foreclosure sale, judicial or otherwise, shall be applied: First, to the expenses of advertising and selling, including the attorney's fees, provided for in paragraph 4 hereof; second, to the repayment of any money, with interest thereon, which the Mortgagee may have paid or become liable to pay or which it may then be necessary to pay for taxes, assessments, insurance and other charges, liens, or debts hereinabove provided; third, to the payment and satisfaction of the indebtedness hereby specially secured with interest, but interest to date of sale only shall be charged; fourth, to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness evidenced by the note secured hereby; fifth, the balance, if any, shall be paid to the Mortgagor.

13. As long as any of the indebtedness hereby secured shall remain unpaid the Mortgagor will neither commit nor permit waste on the premises hereby conveyed; and upon the commission of any waste thereon the Mortgagee may, at its option, declare the entire indebtedness hereby secured to be at once due and payable. Nor will the Mortgagor remove any of the fixtures on the premises hereby conveyed so long as any of the indebtedness hereby secured shall remain unpaid.

14. If the Mortgagor shall make default in the payment of any of the indebtedness hereby secured, or in the performance of any of the terms or conditions hereof, the Mortgagee may proceed to collect the rent, income, and profits from the premises, either with or without the appointment of a receiver. Any rents, income, and profits collected by the Mortgagee prior to foreclosure of this indebtedness, less the cost of collecting the same, including any real estate commission or attorney's fee incurred, shall be credited first, on the advances with interest thereon, then upon the interest, and the remainder, if any, upon the principal debt hereby secured.

15. Any promise made by the Mortgagor herein to pay money may be enforced by a suit at law, and the security of this mortgage shall not be waived thereby, and as to such debts the Mortgagor waives all right of exemption under the law.

Please Call - no email

VARIANCE APPLICATION FOR THE CITY OF LEEDS, ALABAMA

DEPARTMENT OF INSPECTION SERVICES- ZONING DIVISION

1040 PARK DRIVE, LEEDS, AL 35094 P.205.699.2585 F. 205.699.6558

INSPECTIONS@LEEDSALABAMA.GOV * leedsalabama.gov

Part 1. Application

Name of Applicant:

William Pace

Mailing Address:

7687 Georgia Ave Leeds AL 35094

Telephone:

205-699-0442

E-mail:

Signature:

William Pace

Part 2. Parcel Data

Owner of Record:

William Pace

Owner Mailing Address:

7687 Georgia Ave Leeds AL 35094

Site Address:

205-699-0442

Tax Parcel ID #

Existing Zoning:

in yellow zone on map

Existing Land Use:

residential

Part 3. Request

Section of Ordinance for which variance is request:

Nature of Variance with Reference to Applicable Zoning Provision:

Homeowner has existing 4' high chain link fence the entire way around the ~~one~~ house. They request replacing all sides of fencing, including sides in front of home, allow to be replaced with new 4' H chain link in same style as existing.

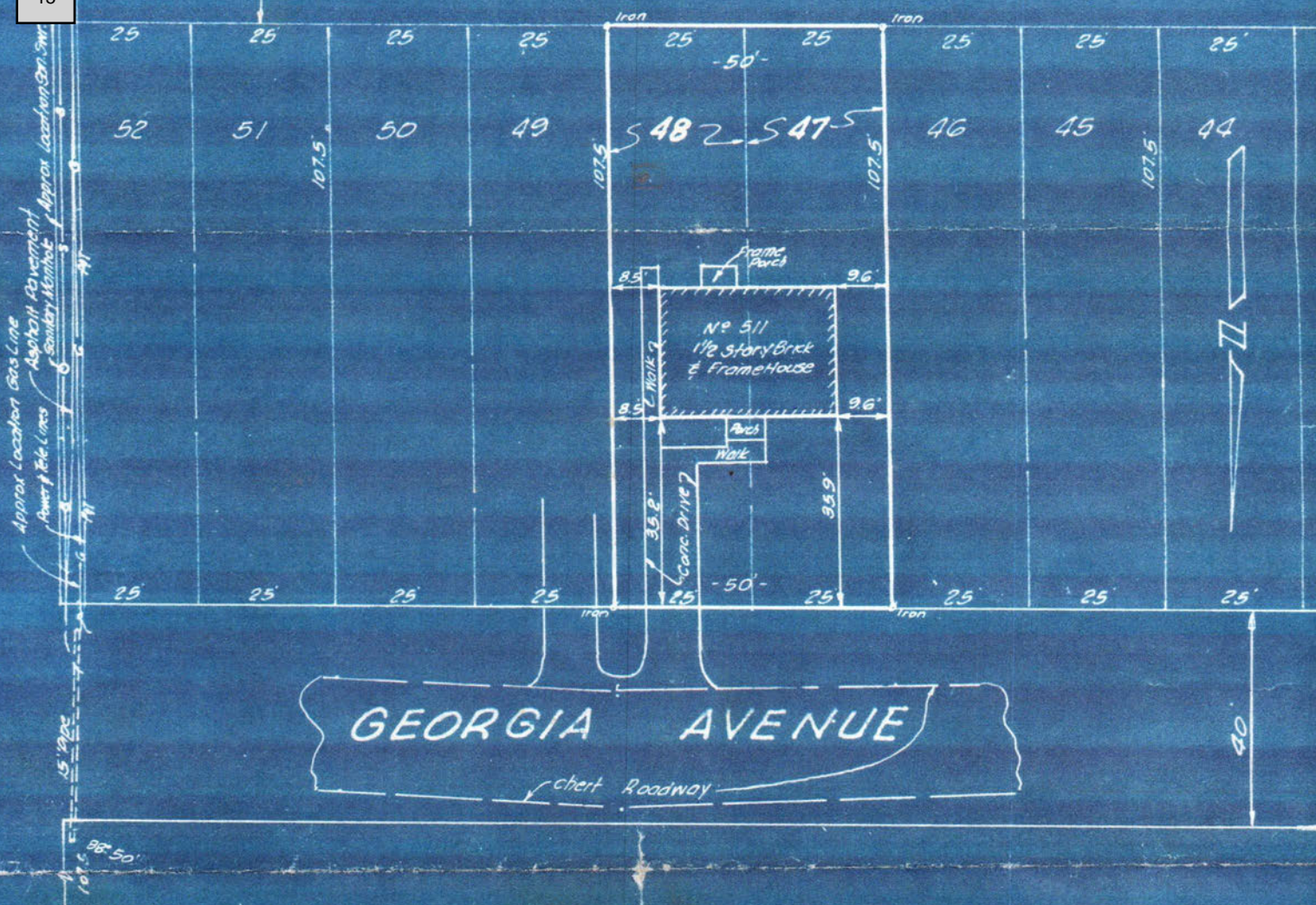
Part 4 Enclosures (Check all required enclosures with this application)

 Written Justification for a Variance Vicinity Map Plot Plan with variance noted or highlighted Copy of Deed as recorded in the Judge of Probate Office 1st Class Stamps - equal to number of surrounding parcels Administrative Fee

MOTON STREET

ALLEY (Not Open)

BLOCK 3



GEORGIA AVENUE
chert Roadway

BLOCK 4

HOUSING PROJECT ALA 69-4 SITE 2

Scale: 1" = 30'

STATE OF ALABAMA
JEFFERSON COUNTY

I, J. M. Keel a Registered Surveyor of Birmingham, Alabama hereby certify the foregoing to be a true and correct map or plat of the property shown above and as described below that the building now erected on said property is within the lines of same; that the picture shows the residence now erected thereon; that there are no encroachments from adjoining properties; that there are no right-of-ways, easements, joint drive ways, electric or telephone wires (excluding wires which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires, over or across said lands, visible on or above the surface, except as shown hereon.

DESCRIPTION;

Lots 47 & 48 Block 3

Subdivision Washington Land Co's Survey of Russell Heights No. 3

as recorded in Map Book 21, Page 82 in the Probate Office of Jefferson County, Alabama.

Address 511 Georgia Avenue, N. W., Leeds, Alabama

According to my survey this the 11th day of May, 1971.

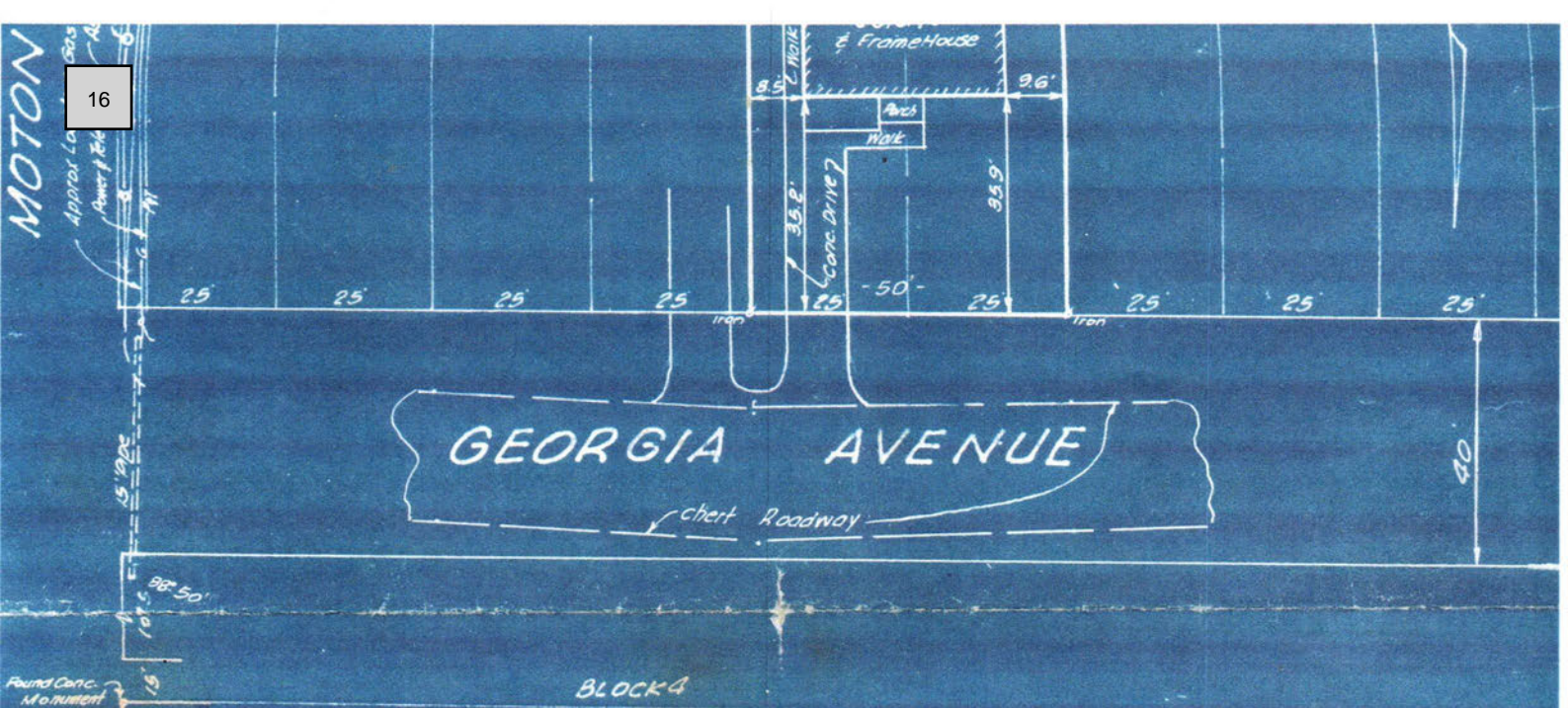
Job No. 32897



William M. Pace, res.

J. M. Keel
 J. M. Keel, Reg. No. 610

Patent No. 2484412



STATE OF ALABAMA
JEFFERSON COUNTY

BLOCK 4
HOUSING PROJECT ALA 69-4 SITE 2

Scale: 1" = 30'

I, J. M. Keel a Registered Surveyor of Birmingham, Alabama hereby certify the foregoing to be a true and correct map or plat of the property shown above and as described below that the building now erected on said property is within the lines of same; that the picture shows the residence now erected thereon; that there are no encroachments from adjoining properties; that there are no right-of-ways, easements, joint drive ways, electric or telephone wires (excluding wires which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires, over or across said lands, visible on or above the surface, except as shown hereon.

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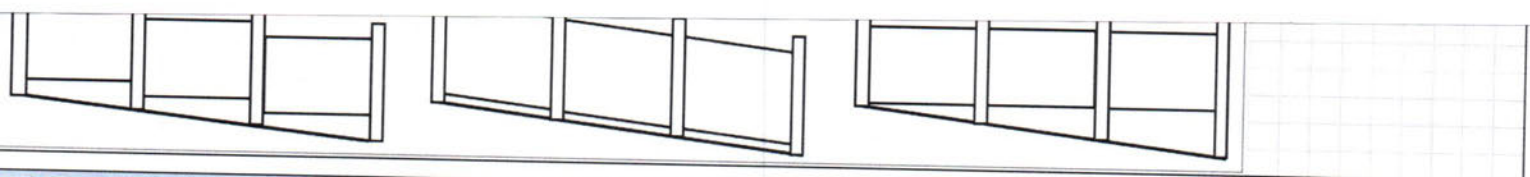
William M. Pace, res.

J. M. Keel
J. M. Keel, Reg. No. 610



Patent No. 2484412

THIS SURVEY BASED ON LOT LINES ESTABLISHED FROM SURVEY OF HOUSING PROJECT SITE WHICH IS SITUATED ON LOTS 39 THRU 52, BLOCK 4 AND LOTS 1 THRU 14, AND LOTS 39 THRU 52, BLOCK 5.



Additional Project Considerations for PROvider/IST:
(e.g. HOA Requirements, gate placement, obstructions, scope of work, pets, parking etc.) Note: This will auto-fill on the customer-facing proposal document

V/IHC Drawing Worksheet - Fencing



This drawing is REQUIRED to be uploaded into IMS for PROvider and IST

Store #:	Store 1737 LOWE'S OF LEEDS, AL	V/IHC Name:	Sara Allison
Customer Name:	William Pace	2 nd Customer Name:	
Customer Phone:	2056990442	Customer Email:	sharipace@yahoo.com
Installation Address:	7687 Georgia Avenue	City, State, Zip:	Leeds, Alabama 35094

Directions:

1. Walk the fence proposed line after discussing property boundaries with the customer – indicate any obstructions as you measure.
2. Sketch the fence (birds-eye view) with these details:
 - Mark where the fence abuts, attaches to or is built around any structure or obstacle
 - Mark where gates will be located as well as gate type (drive or walk gate)
 - Mark best access route from material drop-off point to construction area

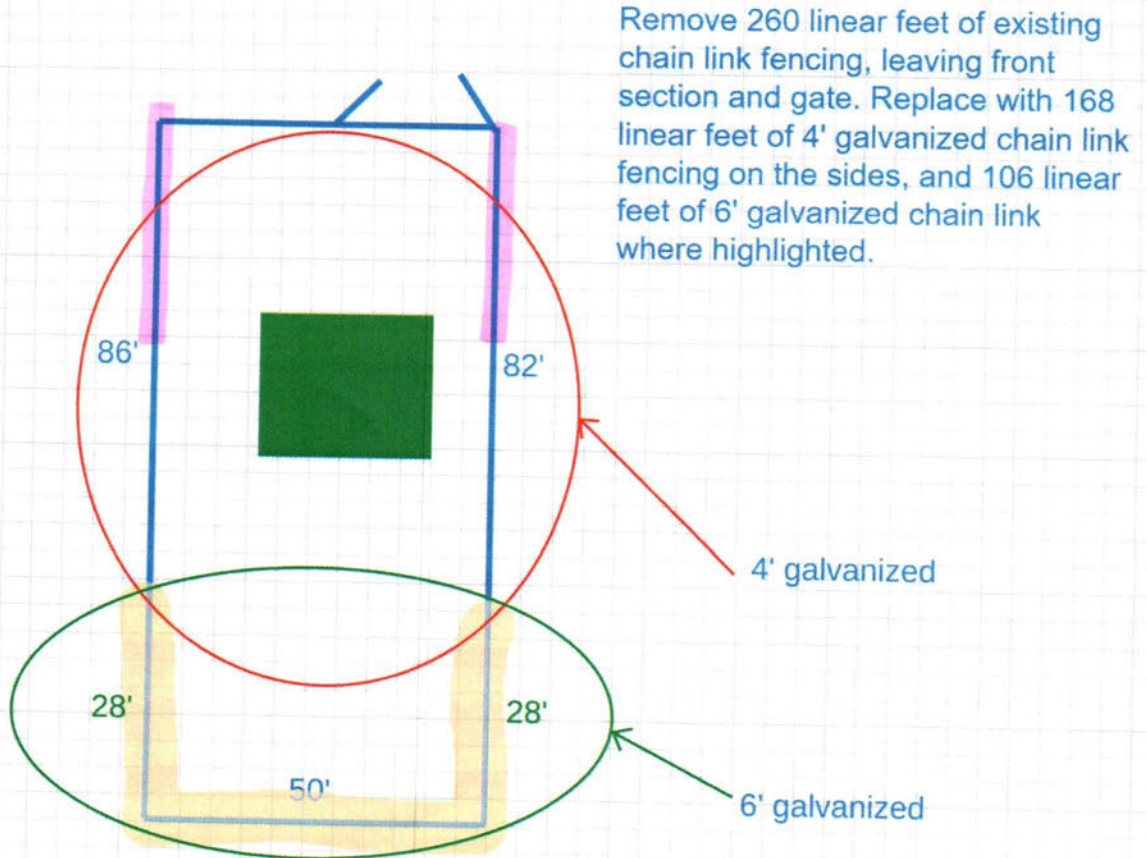
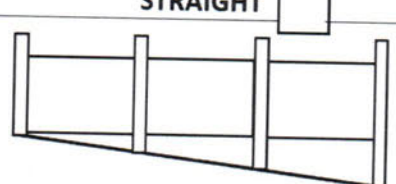
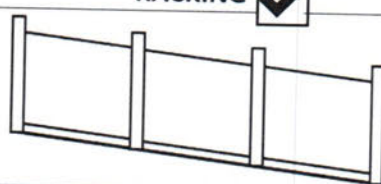
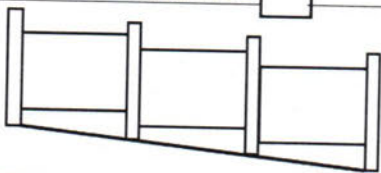


image not to scale, for dimension/placement purposes only

STEPPING

RACKING

STRAIGHT

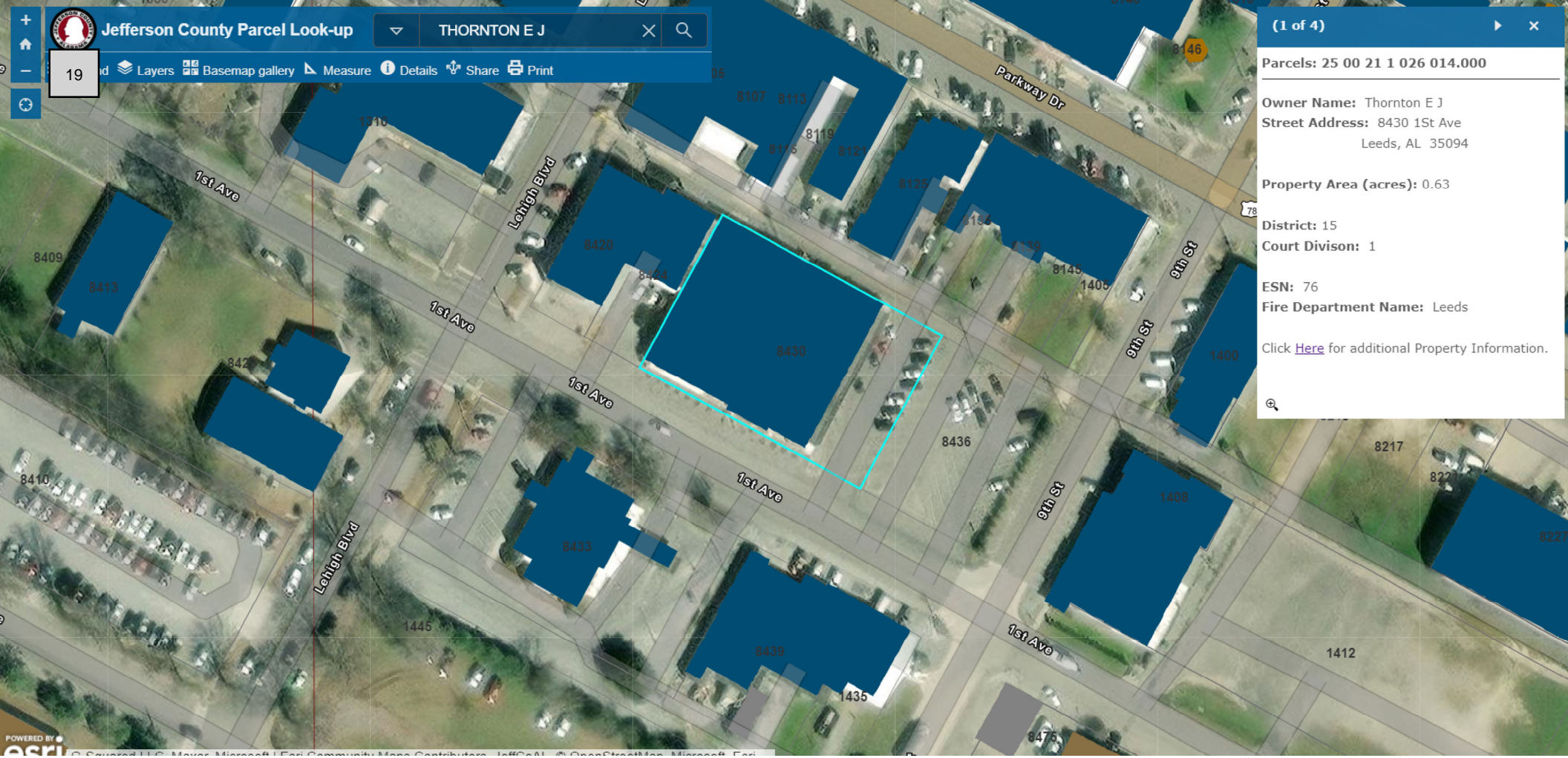


Additional Project Considerations for PROvider/IST:

(e.g. HOA Requirements, gate placement, obstructions, scope of work, pets, parking etc.) Note: This will auto-fill on the customer-facing proposal document

File Attachments for Item:

2. A23-000013 - A request by Christina McKinney Trustee for Edmond J Thornton, applicant and owner, to allow a self storage facility at 8430 1st Ave, Leeds, AL 35094, TPID: 2500211026014000, Jefferson County, B-2, General Business District.



Parcels: 25 00 21 1 026 014.000

Owner Name: Thornton E J
Street Address: 8430 1St Ave
 Leeds, AL 35094

Property Area (acres): 0.63

District: 15
Court Division: 1

ESN: 76
Fire Department Name: Leeds

Click [Here](#) for additional Property Information.

48190
R
OK
JRS

STATE OF ALABAMA }
JEFFERSON COUNTY }

DEED 5353P101

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by resolution duly and legally adopted at regular communications of said Leeds Lodge No. 446, of Free and Accepted Masons of the State of Alabama held on first day of March, 1955, said Lodge approved the sale of the hereinafter described property to E. J. Thornton, for the consideration hereinafter mentioned, and authorized and directed the Worshipful Master, Senior Warden and Junior Warden; and N. C. Whitfield, C. S. Richards and Bascom A. Mason, as Trustees of said Leeds Lodge No. 446, of Free and Accepted Masons of the State of Alabama, to execute and deliver this deed conveying said property to said E. J. Thornton, and

WHEREAS, the Grand Lodge of Free and Accepted Masons of Alabama, on to-wit: the 14th day of April, 1955, gave its approval to the said sale by said lodge and issued its dispensation thereto which is hereto attached and made a part of this deed,

NOW THEREFORE, in consideration of the premises and the sum of Four Thousand and No/100 Dollars (\$4,000.00) cash in hand paid to Leeds Lodge No. 446, of Free and Accepted Masons of the State of Alabama, and N. C. Whitfield, C. S. Richards and Bascom A. Mason, as Trustees of said Leeds Lodge No. 446, of Free and Accepted Masons of the State of Alabama, (hereinafter called Grantors) by E. J. Thornton, the receipt of which is hereby acknowledged, the said Grantors do hereby grant, bargain, sell and convey unto the said E. J. Thornton the following described real estate situated in the City of Leeds, Jefferson County, Alabama, to-wit:

Lot 3, in Block 24-A, according to the Survey of Leeds Improvement Company, as recorded in Map Book 10, Page 21, in the Probate Office of Jefferson County, Alabama.

TO HAVE AND TO HOLD, to the said E. J. Thornton, his heirs and assigns forever.

And we do, for ourselves and for our successors and assigns covenant with the said E. J. Thornton, his heirs and assigns that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances; that we have a good right to sell and convey the same as aforesaid; that we will, and our successors and assigns shall warrant and defend the same to the said E. J. Thornton, his



P

DEED 5353P102

heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, this conveyance has been executed for and in behalf of the Leeds Lodge No. 446, of Free and Accepted Masons of the State of Alabama, by its Worshipful Master, Senior Warden, and Junior Warden; and attested and its seal affixed by its secretary, and N. C. Whitfield, C. S. Richards and Bascom A. Mason, as Trustees of said Leeds Lodge No. 446, of Free and Accepted Masons of the State of Alabama, who are thereunto duly authorized on this the 30th day of April, 1955.

ATTEST:

LEEDS LODGE NO. 446, OF FREE AND ACCEPTED MASONS OF THE STATE OF ALABAMA

[Signature]
Secretary

By: *N. C. Whitfield*
Its Worshipful Master

By: *Newman Whitfield*
Its Senior Warden

By: *Clyde N. Foster*
Its Junior Warden

By: *N. C. Whitfield*
N. C. Whitfield, as Trustee

By: *C. S. Richards*
C. S. Richards, as Trustee

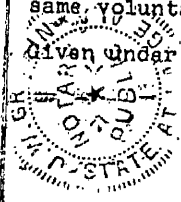
By: *Bascom A. Mason*
Bascom A. Mason, as Trustee

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED
DEED 5353P101
MAY 3 2 54 PM '55
RECORDED BY [Signature]
AVG. TAX
\$ 7.00
ADDED TAX HAS BEEN
PAID ON THIS INSTRUMENT.
Norm L. Gann
CLERK OF DEPT. OF REVENUE

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority in and for said County, in said State, hereby certify that N.C. Whitfield, Newman Whitfield and Clyde N. Foster, whose names as Worshipful Master, Senior Warden and Junior Warden, respectively, of Leeds Lodge No. 446, of Free and Accepted Masons of the State of Alabama and N. C. Whitfield, C. S. Richards and Bascom A. Mason, Trustees of said Lodge 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 the foregoing conveyance, they as such officers and as such trustees and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of April, 1955.



[Signature]
Notary Public

File Unit # 6-638-2

DEED 5350P299

1050
1000
1150 (Beard)

6M-458

WARRANTY DEED—TITLE GUARANTEE & TRUST CO., BIRMINGHAM, ALABAMA

State of Alabama

JEFFERSON County

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Ten Thousand Five Hundred & no/100 (\$10,500.00) DOLLARS

to the undersigned grantor s E. C. Miller and wife, Maude L. Miller

in hand paid by E. J. Thornton

the receipt whereof is acknowledged we the said E. C. Miller and wife, Maude L. Miller

do grant, bargain, sell and convey unto the said E. J. Thornton

the following described real estate, situated in Jefferson County, Alabama, to-wit:

Lots 4, 5 and 6, Block 24-A, according to the survey of Leeds Improvement Company, as recorded in Map Book 10, Page 21, in the Probate Office of Jefferson County, Alabama.



TO HAVE AND TO HOLD, To the said E. J. Thornton, and his

heirs and assigns forever.

And we do, for ourselves and for our heirs, executors and administrators, covenant with the said E. J. Thornton, and his

heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances;

that we have a good 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

heirs, and assigns forever against the lawful claims of all persons.

In Witness Whereof, we have hereunto set our hands and seal, this 19th day of April, 1955.

WITNESSES:
[Signature]

E. C. Miller (Seal.)
Maude L. Miller (Seal.)
(Seal.)
(Seal.)

W.C.

MAILED J.W. GRIFFIN
10500

E. C. Miller
10500

to Maudie L. Miller

TO

E. C. Miller
4-19

WARRANTY DEED

STATE OF ALABAMA

County.

Office of the Judge of Probate

I hereby certify that the within deed was

filed in this office for record on the

DEED 5350P299

day of _____ 19____

at _____ o'clock _____ M, and was duly re-

corded in Volume _____ of Deeds

at page _____ and examined.

Judge of Probate.

10500
1900
1150
THIS FORM FROM
TITLE GUARANTEE & TRUST CO.
TITLE INSURANCE - ABSTRACTS
TRUSTS
BIRMINGHAM, ALABAMA

State of ALABAMA

JEFFERSON

COUNTY

DEED 5350P300

I, J. W. Griffin, a Notary Public in and for said County, in said State,

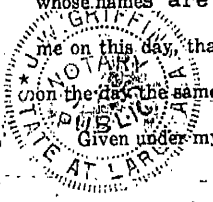
hereby certify that E. C. Miller, and wife, Maudie L. Miller,

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 the conveyance have executed the same voluntarily

on the day the same bears date.

Given under my hand and official seal this 19 day of April, 1955.



J. W. Griffin
Notary Public

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON DEED 5350P299

APR 20 9 40 AM '55

RECORDED & \$ _____ MTG. TAX
& \$ _____ DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Tom L. Garner
CLERK OF PROBATE

NOTICE OF PUBLIC HEARING

City of Leeds, Alabama
Zoning Board of Adjustments

APPLICATION

An application for to allow for self storage facility.

Zoning Board of Adjustments

The Zoning Board of Adjustments is vested with the responsibility and authority of authorizing variances which will not be contrary to the public interest and where owing to special conditions, a literal enforcement of the provisions of this ordinance would result in unnecessary hardship.

CASE #:	A23-000013
APPLICANT NAME:	Christina McKinney
PROPERTY OWNER:	THORNTON E J
TAX PARCEL ID#S:	2500211026014000
PROPERTY ADDRESS:	8430 1ST AVE; LEEDS, AL 35094
PROPERTY ZONING:	B-2 : GENERAL BUSINESS DISTRICT

NOTICE IS HEREBY GIVEN that the Board of Zoning Adjustments will hold a public hearing on the proposed preliminary plat. The hearing is scheduled on:

Date: August 22, 2023
Time: 5:00 p.m.
Place: Leeds Annex Meeting Room
1412 9th St
Leeds, AL 35094

Public Information: Any interested persons or their representative may appear at the meeting and comment on the application. Written comments may also be mailed to the Commission.

For more information about the application and related issues or to schedule an appointment:

Phone: 205-699-0943

E-mail: development@leedsalabama.gov

Mailing Address:

Leeds Zoning Board of Adjustments
c/o Development Services
1404 9th Street
Leeds, AL 35094