

THE TOWN OF INDIAN SPRINGS VILLAGE

ANNEXATION ORDINANCE NO. 71

20030513000299210 Pg 1/5 23.00
Shelby Cnty Judge of Probate, AL
05/13/2003 15:17:00 FILED/CERTIFIED

BE IT ORDAINED BY THE TOWN COUNCIL OF INDIAN SPRINGS VILLAGE, ALABAMA, that the Town of Indian Springs Village does hereby honor the request(s) for annexation filed by the owner(s) of the real property which is contiguous to the existing corporate limits of the Town of Indian Springs Village as more fully described in the attached Request(s) for Annexation, Property Description(s), and map of said property showing its relationship to the corporate limits of the town. Said property is located and contained within an area contiguous to the corporate limits of the Town of Indian Springs Village, and said property is not located within the corporate limits or police jurisdiction of any other municipality.

This ordinance shall go into effect upon the passage and publication as required by law.

Art Johnson
Brian Hunter
Herb Robins
Patricia Crapp

Passed and approved 15th day of April, 199 2003.

Whitley Church
Clerk

CERTIFICATION

I, Shirley Church, Town Clerk of the Town of Indian Springs Village, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the Town Council of the Town of Indian Springs Village, at its regular meeting held on 4-15-03, as same appears in the minutes of record of said meeting, and published by posting copies thereof on 5-02-03, at the following public places, which copies remained posted for five days as provided by law:

Mayor's Office	291 Valley View Lane
Town Clerk's Office	335 New Hope Mountain Road
Town Hall	2635 Cahaba Valley Road
NSFD Station #2	Caldwell Mill Road
Sunny Food Store #8	Caldwell Mill Road

Shirley Church
Town Clerk

5-02-03

Date

2/36

This instrument was Prepared by:
J. Dan Taylor
1572 Montgomery Hwy # 106
Birmingham, AL 35216

SEND TAX NOTICE TO:
Paul N. Davenport

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP:

STATE OF ALABAMA)
JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Twenty Eight Thousand Three Hundred Sixty One Dollars (\$28,361.00) and the assumption of existing first mortgage loan to Molton Allen & Williams as recorded in Volume 395, Page 191 and transferred by document recorded in Misc. 32 Page 470 in Probate Office of Shelby County; to the undersigned grantor, Phillip E. Gilbert & wife, Jayne D. Gilbert; (herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR, does by these presents, grant, bargain, sell and convey unto PAUL N. DAVENPORT AND LYNNE B. DAVENPORT (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 Shelby County, Alabama.

Lot 12, according to the Survey of Old Mill Trace as recorded in Map Book 7, Pages 99 A and B in the Probate Office of Shelby County, Alabama. Subject to all easement restrictions and rights of way of records.

186 PAGE 658 The GRANTEE named herein as part of the consideration does hereby agree to assume the existing first mortgage to Molton Allen and Williams as recorded in Volume 395 Page 191 and transferred by Volume 32 Page 470 and to pay same on the terms and in the manner therein specified.

186 TO HAVE AND TO HOLD to the said GRANTEES as joint tenants with right of survivorship.

BOOK And I do for myself and for my heirs, executors and administrators covenant with the said GRANTEES, their heirs and assigns, that they are free from all encumbrances unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will, and my heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of May, 1988

1. Deed Tax \$ 28.50
2. Recording Fee 2.50
3. Notary Fee 1.00
Total 32.00

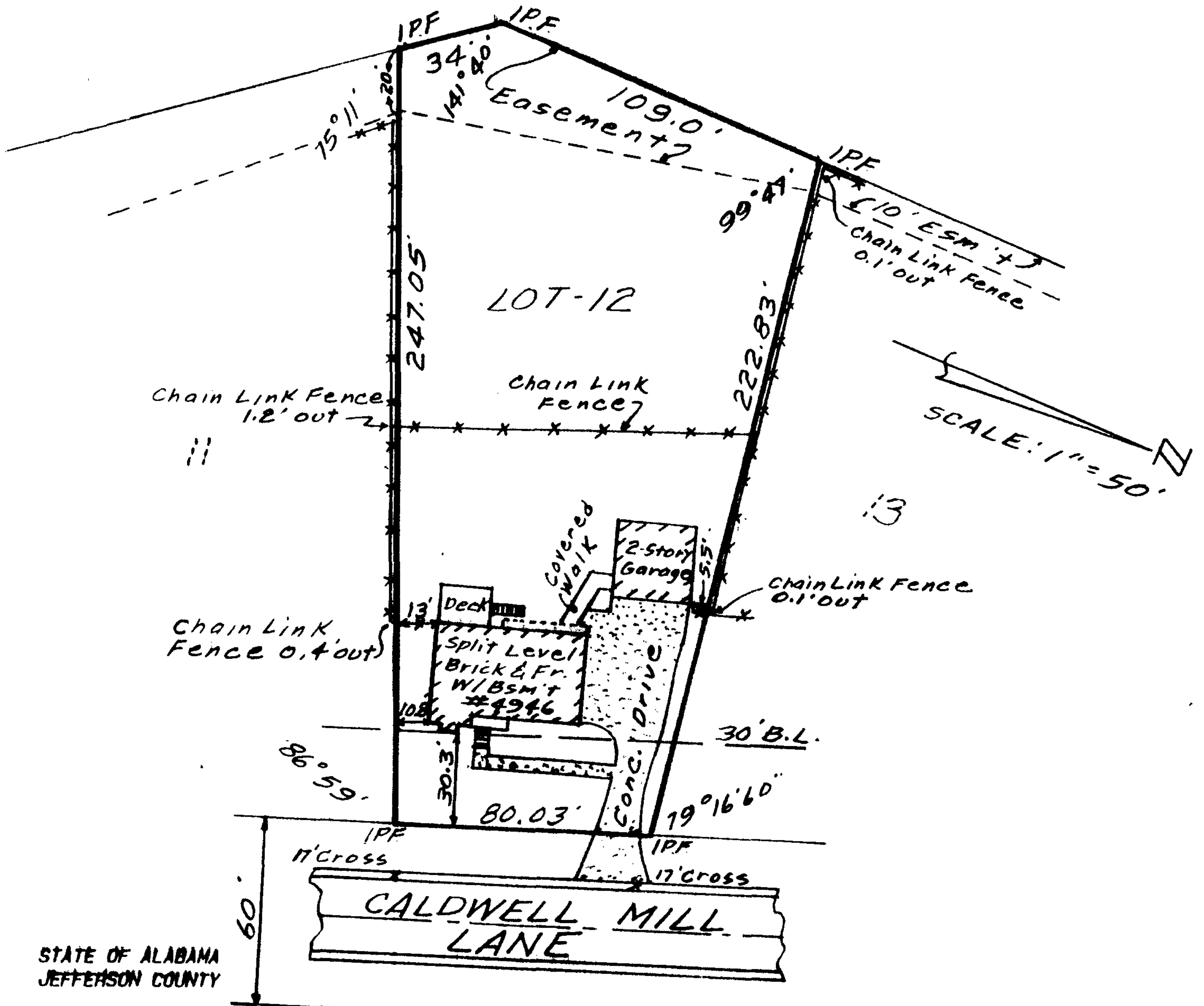
STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

Phillip E. Gilbert
Phillip E. Gilbert

MAY 31 AM 9:06

Jayne D. Gilbert
Jayne D. Gilbert

Thomas A. [Signature]



STATE OF ALABAMA
JEFFERSON COUNTY

I, J. Albert Hill, a Registered Land Surveyor in Birmingham, Alabama, hereby certify that this survey and drawing have been completed in accordance with the requirements of the Minimum Technical Standards for Land Surveying in the State of Alabama and that this is a true and correct Map of Lot 12, Block - OLD MILL TRACE, as recorded in Map Book 7, Page 99A&B in the Probate Office of SHELBY County, Alabama, that there are no visible encroachments, except as shown, and there are no rights-of-way or easements visible across said lands except as shown.

Said property DOES NOT lie in the special flood hazard area as shown on the Federal Insurance Administration Flood Boundary Map.

The correct street address is 4946 CALDWELL MILL LANE

According to my survey this 9 day of MARCH, 1994

Purchaser: DAVENPORT

HILL SURVEYING COMPANY
1835 - 28th Avenue South
Homewood, Alabama 35209
(205) 871-1980



J. Albert Hill

J. Albert Hill
Alabama Reg. No. 9682
Dwg. No. 221

