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20030516000305720 Pg 1/5 23.00
Shelby Cnty Judge of Probate, AL
05/16/2003 09:19:00 FILED/CERTIFIED

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

Certification
Of
Annexation Ordinance

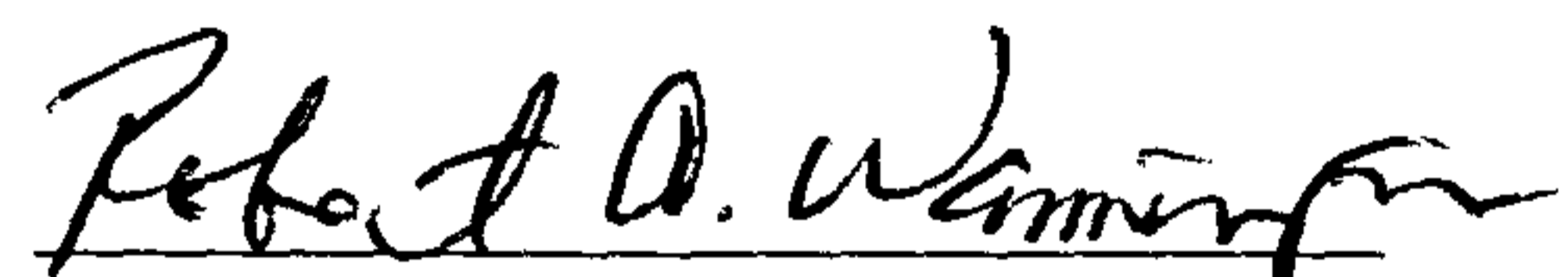
Ordinance Number: X-02-11-05-201

Property Owner(s): Davis, Daniel and Dana

Property: 58-15-4-18-0-000-004-000

I, Robert Wanninger, 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 on November 5, 2002, as same appears in minutes of record of said meeting, and published by posting copies thereof on November 6, 2002 at the public places listed below, which copies remained posted for five business days (through November 12, 2002).

- Chelsea Middle School, 901 Highway 39, Chelsea, Alabama 35043
- First National Bank of Shelby County, Chelsea Branch, Highway 280, Chelsea, Al 35043
- U.S. Post Office, Highway 280, Chelsea, Alabama 35043


Robert A. Wanninger, City Clerk

City of Chelsea, Alabama

Annexation Ordinance No. X-02-11-05-201

Property Owner(s): Davis, Daniel and Dana

Property: 58-15-4-18-0-000-004-000

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

Whereas, the attached written petition requesting 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

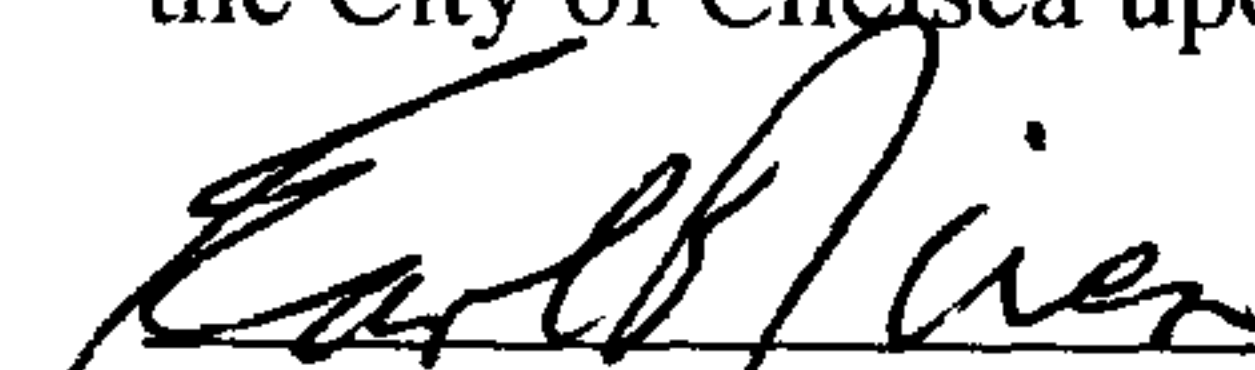
Whereas, said petition contains (as Petition Exhibits A&B) an accurate description of said property together with a map of said property (Exhibit C) showing the relationship of said property to the corporate limits of Chelsea; and

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 zoned AR which together is contiguous to the corporate limits of Chelsea;

Whereas, said territory does not lie within the corporate limits 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.



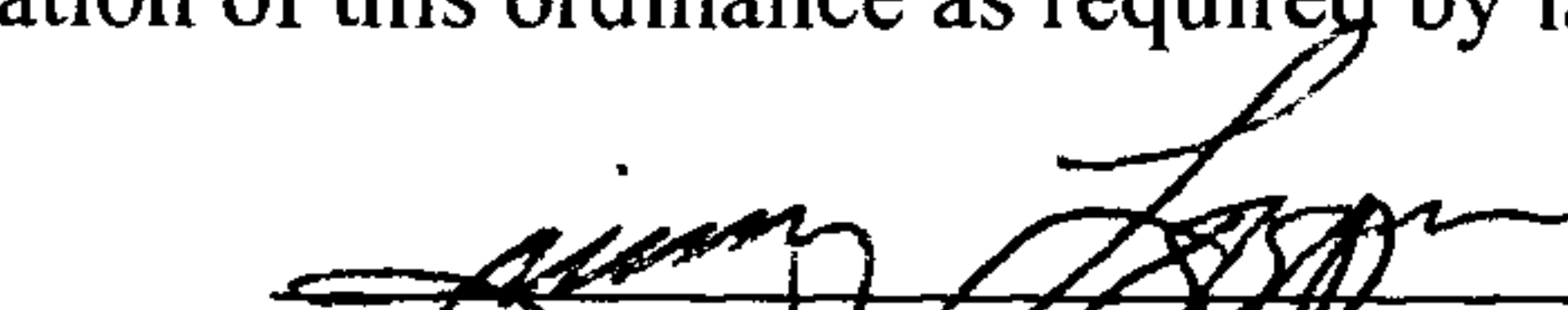
Earl Niven, Mayor



Allen Boone, Councilmember



Doug Ingram, Councilmember




Jimmy Lovvorn, Councilmember



S. Earl Niven, Jr., Councilmember



John Potoski, Councilmember

Passed and approved 5TH day of NOV, 2002 

Robert A. Wanninger, City Clerk

Property owner(s): Davis, Daniel and Dana

Property: 58-15-4-18-0-000-004-000

Property Description

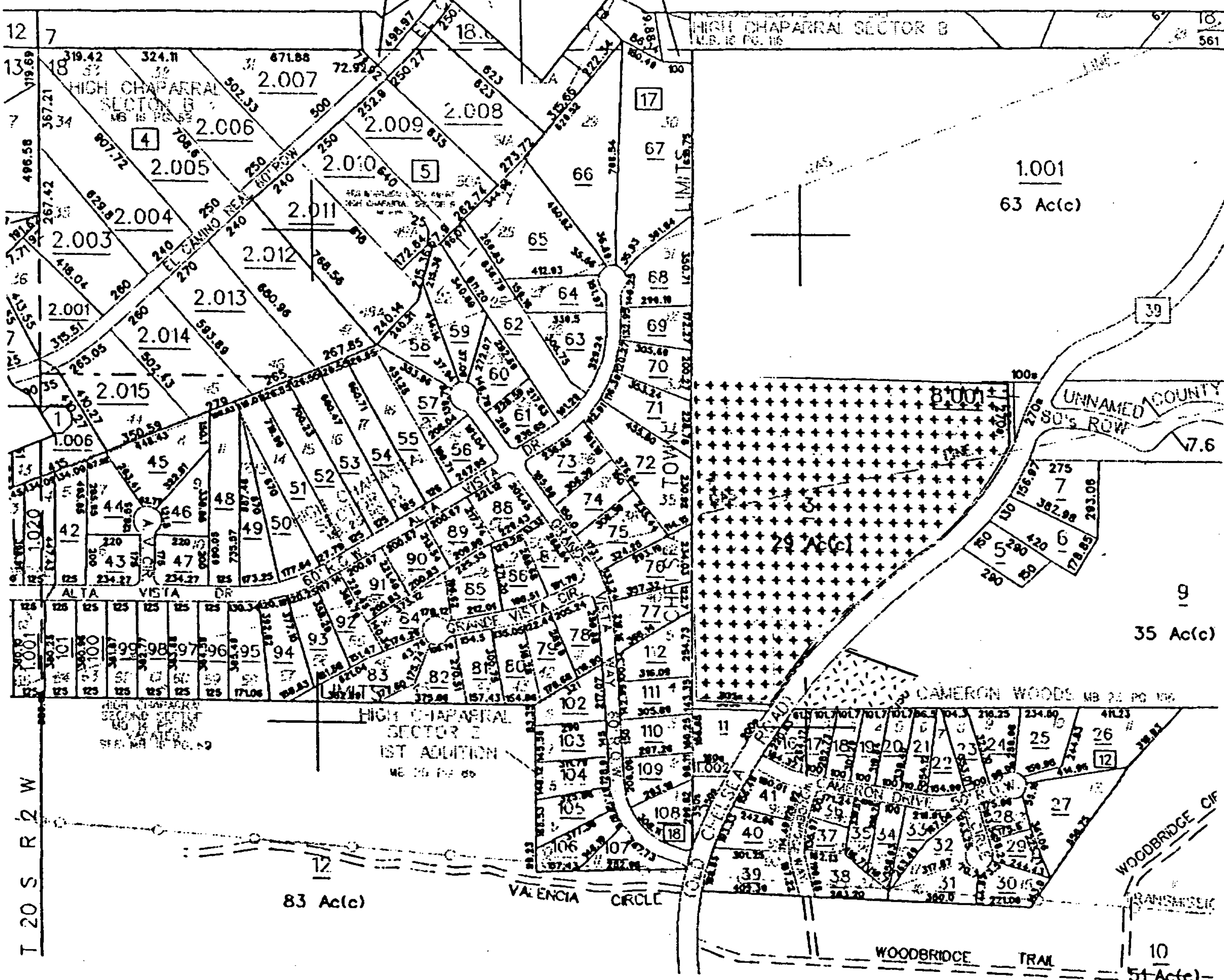
The above-noted property, for which annexation into Chelsea is requested in this petition, is described in the attached copy of the deed (Petition Exhibit D) Which was recorded with the Shelby County judge of probate as DB298 Page 436.

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 C. Said map also shows the contiguous relationship of said property to the corporate limits of Chelsea.

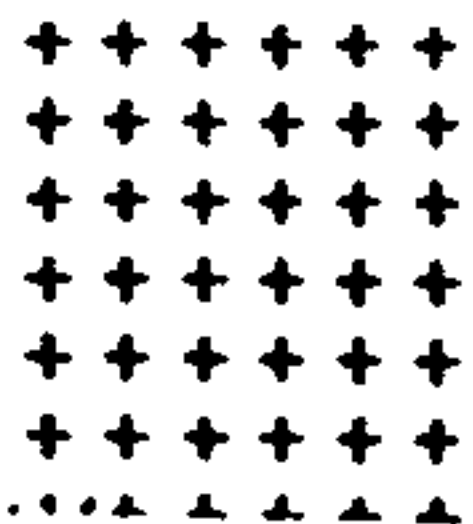
The said property, for which annexation into Chelsea is requested in this petition, does not lie within the corporate limits of any other municipality.

Exhibit C

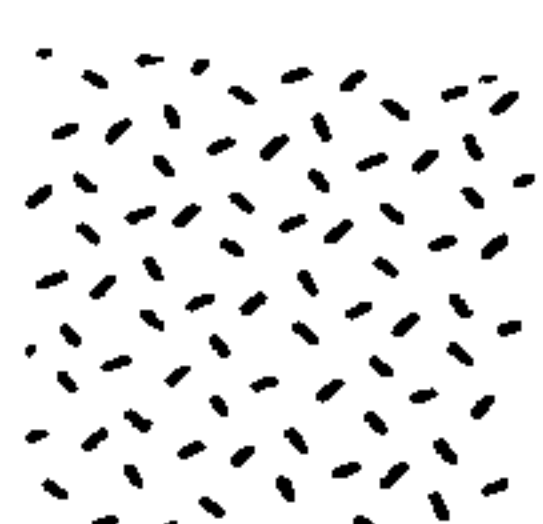
SEE MAP
58-15-03



CORPORATE
LIMITS



PROPERTY
TO BE
- ANNEXED



MAP TAKEN
FROM
SHELBY COUNTY
MAP 58-15-04

(Name) J. Sherrill Hancock, Attorney 4794

(Address) Suite 907 Jefferson Federal Bldg. Birmingham, Alabama

Form 1-1-5 Rev. 1-66
WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR--LAWYERS TITLE INSURANCE CORPORAT

20030516000305720 Pg 5/5 23.00
Shelby Cnty Judge of Probate, AL
05/16/2003 09:19:00 FILED/CERTIFIED

STATE OF ALABAMA }
Shelby COUNTY }

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Fifteen Thousand and No/100 (\$15,000.00) DOLLAR and the assumption of the balance of the indebtedness secured in that certain mortgage described hereinbelow, to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, w

A. W. Little and wife, Fern Little

(herein referred to as grantors) do grant, bargain, sell and convey unto

Daniel D. Davis and wife, Dana E. Davis

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survive of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situate in Shelby County, Alabama to-wit:

A parcel of land situated in the Southwest quarter of the Northeast quarter, Section 18, Township 20, Range 1 West, more particularly described as follows: Beginning at a point where the East boundary of the Old Chelsea Road intersects the South boundary of said Quarter-Quarter Section and run thence Easterly along the South boundary of said Quarter-Quarter Section 365 feet; thence run Northeasterly and Parallel with the East boundary of said Old Chelsea Road 150 feet; thence run Westerly 222 feet to a point on the East boundary of said Old Chelsea Road; thence Southerly along the East boundary of said Old Chelsea Road 270 feet to point of beginning.

Situated in Shelby County, Alabama

Subject to: Current taxes; Easement to Platation Pipe Line as recorded in Volume 112, Page 288, in the said Probate Office.

As a part of the consideration herefor the Grantees herein assume and agree to pay according to the terms and tenor thereof the balance of the indebtedness secured in that certain mortgage executed by the Grantors to Jefferson Federal Savings & Loan Association of Birmingham, as recorded in Volume 333, Page 199, dated August 6, 1973, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to 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 I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) 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, we have hereunto set OUR hand(s) and seal(s), this 23rd day of April, 1976

WITNESS:

A. M. Sherry (Seal)

A. W. Little (Seal)
A. W. Little

A. M. Sherry (Seal)

Fern Little (Seal)
Fern Little

STATE OF ALABAMA }
Jefferson COUNTY }

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, State, hereby certify that A. W. Little and wife, Fern 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 they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of April A. D., 1976

Elizabeth Adelle King
Notary Public.

BOOK 298 PAGE 436

1976 MAY - 3 AM 10:35
STATE OF ALABAMA, SHELBY CO
I CERTIFY THIS INSTRUMENT WAS FILED
RECEIVED MAY 15 2003
JUDGE OF PROBATE