

THE TOWN OF INDIAN SPRINGS VILLAGE

ANNEXATION ORDINANCE NO. 2

BE IT ORDAINED BY THE TOWN COUNCIL OF INDIAN SPRINGS VILLAGE, ALABAMA, that the Town of Indian Springs Village does hereby honor the request for annexation filed by the owner 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 for Annexation, Property Description, 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.

Har Hammit, Mayor
Patricia L. Crapet
Ronald B. Butler, Sr.
W. J. Pear
Samuel

Passed and approved 14th day of APRIL, 1992.

[Signature]
Clerk

09/30/1993-30203
02:30 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
018 MCD 51.00

J.E. Wyatt
231 Indian Trail
Indian Spgs., AL
35124

Inst # 1993-30203

City Clerk
Indian Springs Village, Alabama

Re: Petition for Annexation

The undersigned owners of the property which is contiguous to the corporate limits of the Town of Indian Springs Village, Alabama and as described in attached Exhibit A, do hereby petition the Town of Indian Springs Village to annex said property into the corporate limits of the municipality.

Done this 14th day of April, 1992.

Debra Loggins
Witness

A. T. L. L. L. L.
Owner

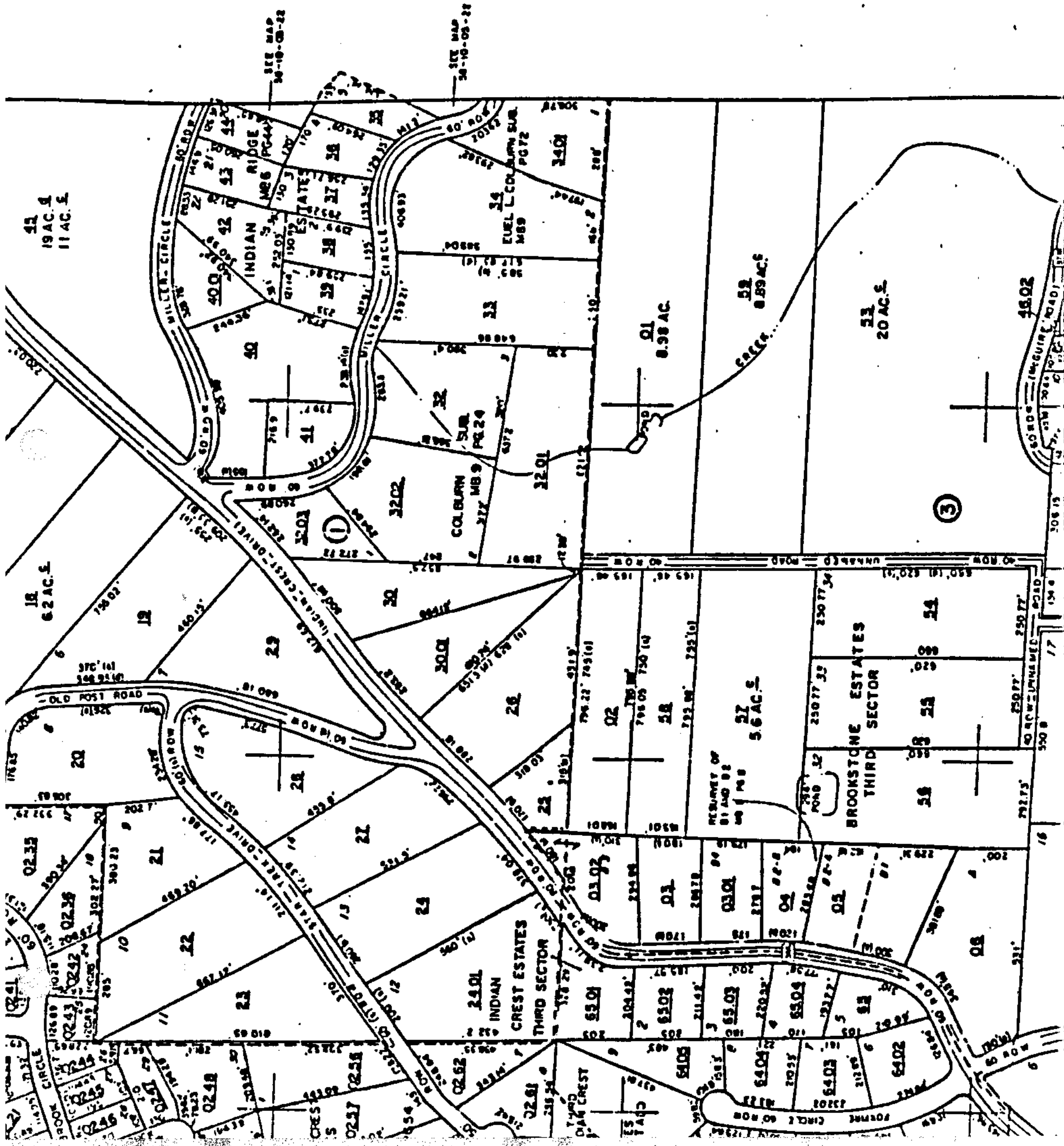
2100 Indian Creek Dr.
Mailing Address

Prichard, Al. 35124

Debra Loggins
Witness

Lawrence R. Veterans
Owner

Mailing Address



This instrument was prepared by

(Name) Anthony L. Cicio, Attorney at Law

(Address) Suite 1318 - 2121 Building, Birmingham, Alabama 35203

Form 1-1-5 Rev. 1-66

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR - LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Ten Dollars (\$10.00) and other good and valuable consideration DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, we,

Philip N. Cicio and wife, Marie Cicio

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

Ignatius V. Vetrano and wife, Rosemary Vetrano

(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, to-wit:

A tract of land situated in the SW 1/4 of the NE 1/4 of Section 21, Township 19 South, Range 2 West, Shelby County, Alabama, and more particularly described as follows:

Commence at the SE corner of SW 1/4 of NE 1/4 of Section 21; thence run in a Westerly direction along the South line of said 1/4-1/4 Section, 431.90 feet to the point of beginning; thence continue in a Westerly direction along said South line, 472.34 feet to a point on the Southeasterly line of a paved County Road; thence an angle right of 140 degrees and run in a Northeasterly direction, 127.53 feet to the beginning of a curve to the left, said curve having a radius of 1609.21 feet and subtending a central angle of 7 degrees 16 minutes; thence continue in a Northeasterly direction along arc of said curve, 204.09 feet; thence an angle right of 91 degrees 43 minutes as measured from tangent of curve and run in a Southeasterly direction, 318.03 feet to the point of beginning.

202 PAGE 106

BOOK

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 12 day of May, 1975.

WITNESS:

Philip N. Cicio (Seal)
Marie Cicio (Seal)
Philip N. Cicio (Seal)
Marie Cicio (Seal)

STATE OF ALABAMA

Shelby COUNTY

General Acknowledgment

I, _____ a Notary Public in and for said County, in said State, hereby certify that Philip N. Cicio and wife, Marie Cicio whose name is _____ 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 12 day of May, A. D. 1975.

Notary Public.

City Clerk
Indian Springs Village, Alabama

Re: Petition for Annexation

The undersigned owners of the property which is contiguous to the corporate limits of the Town of Indian Springs Village, Alabama and as described in attached Exhibit A, do hereby petition the Town of Indian Springs Village to annex said property into the corporate limits of the municipality.

Done this 1ST day of April, ~~1991~~ ¹⁹⁹².

Patricia L. Crapet
Witness

Franklin D. Jones
Owner

2170 Indian Crest Drive
Mailing Address
Pelham AL 35124

Patricia L. Crapet
Witness

Franklin D. Jones
Owner

2170 Indian Crest Dr.
Mailing Address
Pelham AL 35124

10-5-21-0-001-026

STATE OF ALABAMA
COUNTY OF SHELBY

1991

114.50
11.00
1.00
103.50

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of Ten Dollars and other good and valuable consideration to the undersigned GRANTOR in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, FEDERAL HOME LOAN MORTGAGE CORPORATION, a corporation organized and existing under the laws of the United States, (Herein referred to as GRANTOR) does grant, bargain, sell and convey unto FRANKLIN D. JONES, and GERTRUDE H. JONES, (Herein referred to as GRANTEES) as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama to-wit:

A parcel of land in the SW 1/4 of the NE 1/4 of Section 21, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Begin at the SE Corner of said 1/4 - 1/4 Section and run West along the South Boundary thereof for a distance of 431.90 feet; thence turn and angle to the right of 44 deg. 26 min. 57 sec. and run in a Northwesterly direction for a distance of 306.70 feet to the Southeast boundary of Indian Crest Drive; thence turn an angle to the right of 89 deg. 01 min. 04 sec. to tangent and run in a Northeasterly direction along said boundary and along a curve to the left, said curve having a central angle of 2 deg. 21 min. 12 sec. and a radius of 1890.85 feet, for a distance of 77.66 feet to the end of said curve; thence continue in a Northeasterly direction of 192.89 feet; thence turn an angle to the right of 90 deg. 22 min. 52 sec. and run in a Southeasterly direction for a distance of 630.00 feet to the point of beginning of the property herein described, containing 3.02 acres, more or less; being situated in Shelby County, Alabama.

BOOK 289 PAGE 119

Corley, Francis

Subject to:

1. Taxes for the year 1990 are a lien, but not due and payable until October 1, 1990.
2. Right-of-way granted to Alabama Power Company by instrument recorded in Deed Book 242, Page 877, in the Probate Office of Shelby County, Alabama.
3. Right-of-way for Indian Crest Road.
4. Mineral and mining rights not owned by Grantor.
5. Statutory Rights of Redemption created by the foreclosure of that certain mortgage foreclosed by Federal Home Loan Mortgage Corporation, which run for a period of one year from December 14, 1989; said mortgage foreclosure deed being recorded in Real 270, Page 308 in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said GRANTEES as joint tenants with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then to the heirs and assigns of the grantees herein shall take as tenants in common.

\$129,600.00 of the above consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

IN WITNESS WHEREOF, the said GRANTOR has caused this conveyance to be executed this the 19th day of April, 1990.

Federal Home Loan Mortgage Corporation, a corporation organized and existing under the laws of the United States

By: Jackie Muellenbach
Jackie Muellenbach
Its Regional Director

STATE OF GEORGIA)
FULTON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Jackie Muellenbach whose name as Regional Director of Federal Home Loan Mortgage Corporation, a corporation organized and existing under the laws of the United States, 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 said conveyance, 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 of office this 19th day of April, 1990.

Jeri Vandegrift
Notary Public Jeri Vandegrift
My Commission Expires:

Notary Public, Douglas County, Georgia
My Commission Expires March 24, 1991

This instrument was prepared by:
Clayton T. Sweeney
Corley, Moncus & Ward, P.C.
2100 SouthBridge Parkway
Suite 650
Birmingham, Alabama 35209

SEND TAX NOTICE TO:
Franklin D. Jones and
Gertrude H. Jones
418 Indian Crest Drive
Helena, AL 35080
Parcel ID# 58-10-5-21-0-001-026

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

90 APR 30 AM 11:39

JUDGE OF PROBATE

1. Deed Tax	14.50
2. Mig. Tax	0.00
3. Recording Fee	3.00
4. Indexing Fee	3.00
5. No Tax Fee	0.00
6. Certified Fee	1.00
Total	21.50

420

STATE OF ALABAMA)
COUNTY OF SHELBY)

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, on the 10th day of April, 1987, William E. Peters and wife, Florence T. Peters executed a certain mortgage on the property hereinafter described to First Federal of Alabama, F.S.B. which mortgage was recorded in Mortgage Volume 124 at Page 883 in the Office of the Judge of Probate, of Shelby County, Alabama; and assigned to Federal Home Loan Mortgage Corporation in Volume 175 page 709 in the Office of the Judge of Probate of Shelby County, Alabama;

WHEREAS, in and by said mortgage, mortgagee or holder thereof was authorized and empowered in case of default in the payment of the indebtedness secured thereby, according to the terms thereof, to sell said property before the Courthouse door in the City of Columbiana, Shelby County, Alabama, after giving notice of the time, place and terms of said sale in some newspaper published in said County by publication once a week for three (3) consecutive weeks prior to said sale, at public outcry for cash to the highest bidder and said mortgage provided that in case of said sale under the power and authority contained therein the mortgagee, or any person conducting said sale for the mortgagee, was authorized to execute title to the purchaser at said sale, and it was further provided in and by said mortgage that the mortgagee may bid at said sale and purchase said property if the highest bidder therefor; and,

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage and Federal Home Loan Mortgage Corporation did declare all of the indebtedness secured by said mortgage to be due and payable subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication in The Shelby County Reporter, a newspaper published in Shelby County, Alabama, in its issues of November 15, 1989; November 22, 1989; and November 29, 1989.

WHEREAS, on 14th day of December, 1989, the day on which the foreclosure was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure was duly and properly conducted, and Brent Thornley did offer for sale and sell at public outcry, in front of the Courthouse door in Columbiana, Shelby County, Alabama, the property hereinafter described; and

WHEREAS, Brent Thornley was the Auctioneer who conducted said sale for the said Federal Home Loan Mortgage Corporation and whereas, the highest and best bid for the property described in the aforementioned mortgage in the amount of \$ 142,745.25, which sum of money Federal Home Loan Mortgage Corporation offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to Federal Home Loan Mortgage Corporation;

NOW THEREFORE, in consideration of the premises and a credit in the amount of \$ 142,745.25 on the indebtedness secured by said mortgage, Federal Home Loan Mortgage Corporation, by and through Brent Thornley as Auctioneer conducting said sale and as Attorney In Fact for the mortgagee, and Brent Thornley as said Auctioneer conducting said sale for the mortgagee, do hereby grant, bargain, sell and convey unto Federal Home Loan Mortgage Corporation the following described real estate situated in Shelby County, Alabama:

BOOK 270 PAGE 308

Handwritten signature: Brent Thornley

BOOK 270 PAGE 309

A parcel of land in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 21, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Begin at the SE corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section and run west along the south boundary thereof for a distance of 431.90 feet; thence turn an angle to the right of 44 degrees 26 minutes 57 seconds and run in a northwesterly direction for a distance of 306.70 feet to the southeast boundary of Indian Crest Drive; thence turn an angle to the right of 89 degrees 01 minutes 04 seconds to tangent and run in a northeasterly direction along said boundary and along a curve to the left, said curve having a central angle of 2 degrees 21 minutes and 12 seconds and a radius of 1890.85 feet, for a distance of 77.66 feet to the end of said curve; thence continue in a northeasterly direction along said boundary tangent to said curve for a distance of 192.89 feet; thence turn an angle to the right of 90 degrees 22 minutes 52 seconds and run in a southeasterly direction for a distance of 630.00 feet to the point of beginning of the property herein described, containing 3.02 acres, more or less.

TO HAVE AND TO HOLD SAID PROPERTY unto Federal Home Loan Mortgage Corporation, its heirs, successors, and assigns forever, subject however to the statutory rights of redemption from said foreclosure sale on the part of those entitled to redeem as provided by the laws of the State of Alabama.

IN WITNESS WHEREOF, Federal Home Loan Mortgage Corporation, has caused this instrument to be executed by and through Brent Thornley as the auctioneer conducting said foreclosure sale and as Attorney Fact for Federal Home Loan Mortgage Corporation, who has hereunto set his hand and seal on this the 14th day of December, 1989.

FEDERAL HOME LOAN MORTGAGE CORPORATION

Brent Thornley
BRENT THORNLEY, Auctioneer
Conducting said sale for
Mortgages

Brent Thornley
BRENT THORNLEY
As Auctioneer and Attorney In
Fact

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County and State do hereby certify that Brent Thornley whose name as auctioneer, and attorney in fact for Federal Home Loan Mortgage Corporation is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date that being informed of the contents of the conveyance he as Auctioneer and Attorney In Fact and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 14th day of December, 1989.

Donna Smallwood
NOTARY PUBLIC

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Brent Thornley, whose name as Auctioneer 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, in his capacity as Auctioneer, executed the same voluntarily and with full authority, on the day the same bears date.

Given under my hand and official seal this 14th day of December, 1989.

Dorinda Smallwood
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
Maddox, MacLaurin, Nicholson & Thornley
Attorneys at Law
P.O. Box 248
Jasper, AL 35501

270-310

STATE OF ALA. SHELBY CO.
INSTRUMENT NO. 1111

09 DEC 14 PM 12:20

John H. H. H. H. H.
JOHN H. H. H. H. H.

NO TAX COLLECTION	
1. Deed Tax	
2. ...	7.50
3. ...	3.00
4. ...	1.00
5. ...	1.00
6. ...	12.50

This instrument was prepared by

COURTNEY H. MASON, JR.
2032 Valleydale Road
Birmingham, Alabama 35244

1141

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of ONE HUNDRED FIFTY THOUSAND & 00/100--- (\$150,000.00) DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, we, Phillip N. Cicio and wife, Marie M. Cicio (herein referred to as grantors), do grant, bargain, sell and convey unto William E. Peters and wife, Florence T. Peters (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, to-wit:

See Attached Exhibit "A" for legal description.

Subject to existing easements, restrictions, set-back lines, rights of way, limitations, if any, of record.

\$135,000.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

GRANTEES' ADDRESS: 418 Indian Crest Drive, Helena, Alabama 35080

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 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 stated 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 hands and seals, this 10th day of April, 1987.

Phillip N. Cicio (SEAL)
Phillip N. Cicio

Marie M. Cicio (SEAL)
Marie M. Cicio

STATE OF ALABAMA
SHELBY COUNTY

General Acknowledgment

I, COURTNEY H. MASON, JR., a Notary Public in and for said County, in said State, hereby certify that Phillip N. Cicio and wife, Marie M. Cicio 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 10th day of April A.D., 1987

My Commission Expires
3/10/91

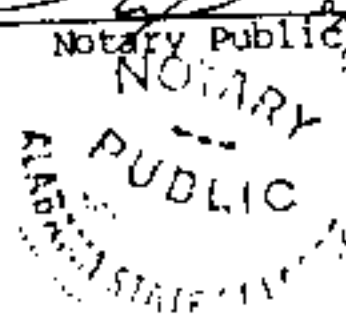


EXHIBIT "A"

A parcel of land in the SW 1/4 of the NE 1/4 of Section 21, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Begin at the SE Corner of said X-4 Section and run West along the South Boundary thereof for a distance of 431.90 feet; thence turn an angle to the right of 44° 26' 57" and run in a Northwesterly direction for a distance of 306.70 feet to the Southeast boundary of Indian Crest Drive; thence turn an angle to the right of 89° 01' 04" to tangent and run in a Northeasterly direction along said boundary and along a curve to the left, said curve having a central angle of 2° 21' 12" and a radius of 1890.85 feet, for a distance of 77.66 feet to the end of said curve; thence continue in a Northeasterly direction along said boundary tangent to said curve for a distance of 192.89 feet; thence turn an angle to the right of 90° 22' 52" and run in a Southeasterly direction for a distance of 630.00 feet to the point of beginning of the property herein described, containing 3.02 acres, more or less.

J.M.C.
M.M.C.

BOOK 124 PAGE 882

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED
1987 APR 14 AM 11:12
JUDGE OF PROBATE

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BOOK 124 PAGE 883

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COUNTY: CLATSOP

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TOWNSHIP: 10N

(INDEX TO 1" MAPS)

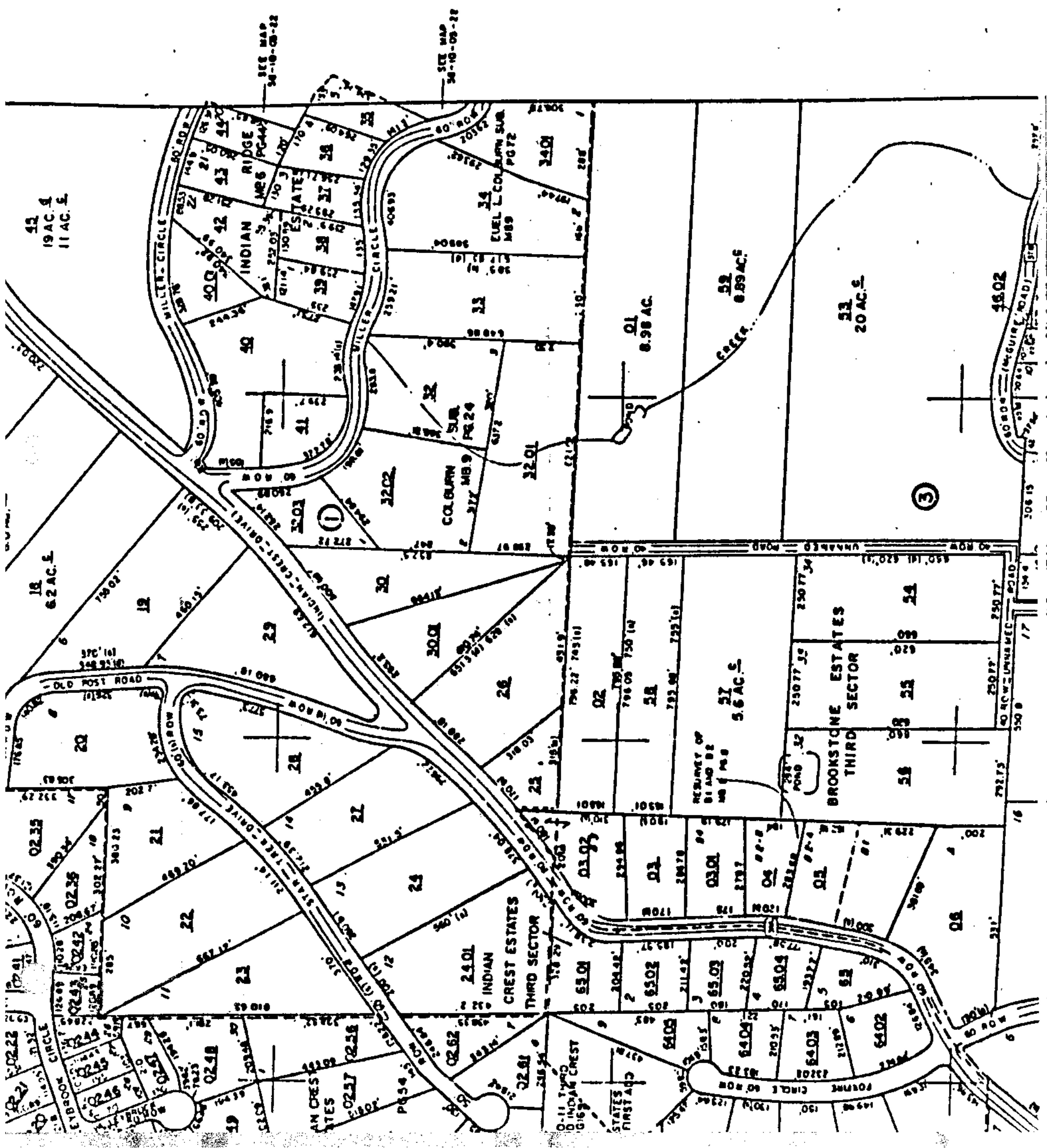
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LEGEND

STATE LINE
COUNTY LINE
CORPORATION LINE



City Clerk
Indian Springs Village, Alabama

Re: Petition for Annexation

The undersigned owners of the property which is contiguous to the corporate limits of the Town of Indian Springs Village, Alabama and as described in attached Exhibit A, do hereby petition the Town of Indian Springs Village to annex said property into the corporate limits of the municipality.

Done this 24th day of MARCH, 1992.

Michael D. Lant
Witness

Jerry W. Pate
Owner
216 Miller Circle
Mailing Address

Peelham, Al. 35124

Michael D. Lant
Witness

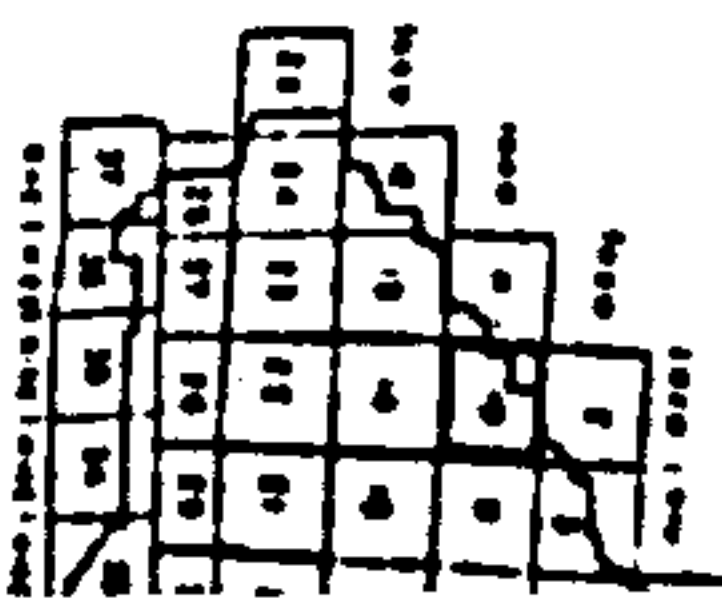
Brenda W. Pate
Owner
216 Miller Cir
Mailing Address

Peelham Ala. 35124

SCALE: 1" = 1000'
DATE OF MAP: FEB. 1, 1978 DATE: 1978



COUNTY L



TOWNSHIP L

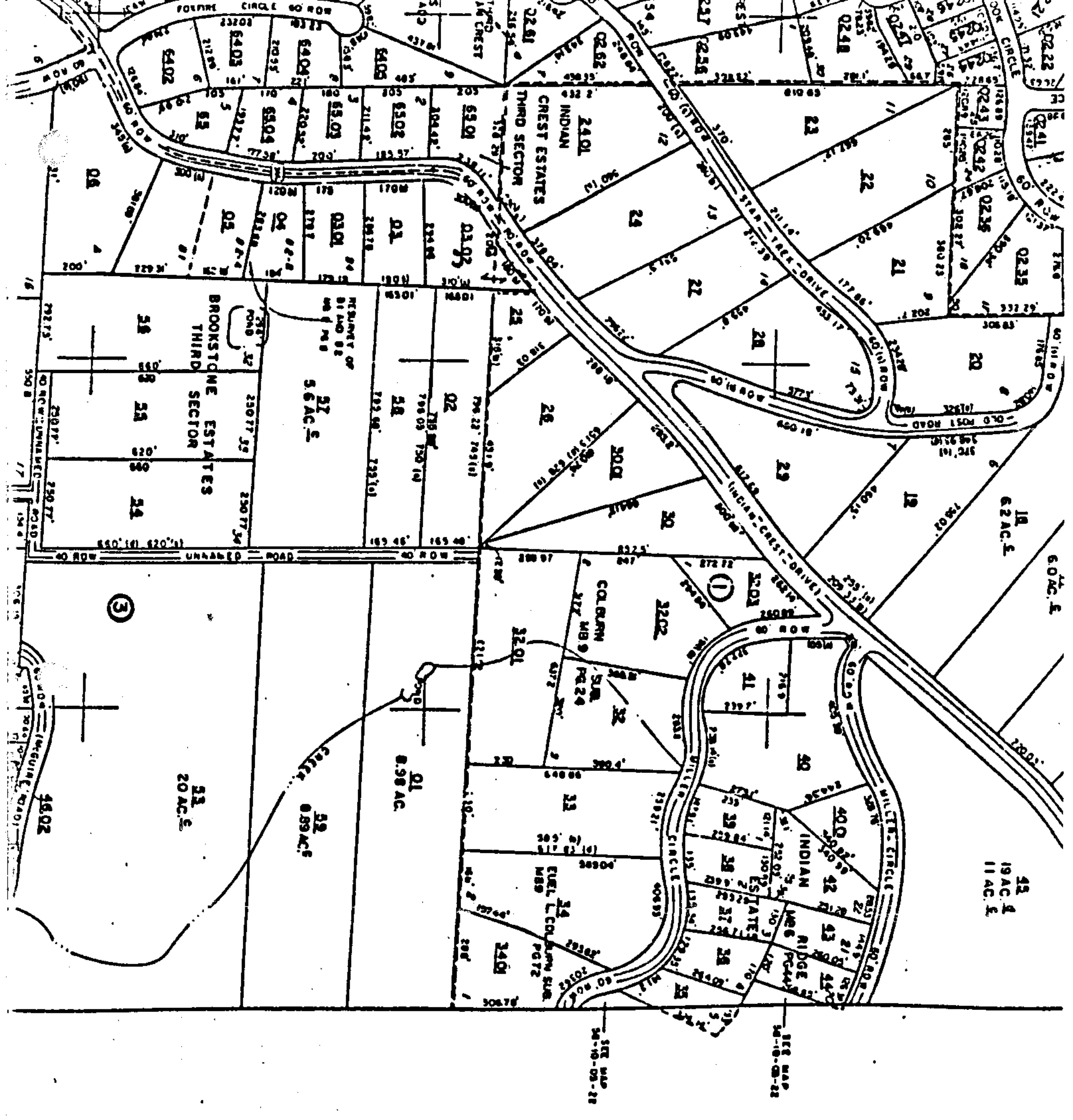
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SUB-SHEET

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LEGEND

STATE L
COUNTY L



167446

CORRECTIVE

SEND TAX NOTICE TO:

751

RECORDED FILE 608

(Name) Jerry W. Pate

4505 Miller Circle

(Address) Helena, AL - 35091

This instrument was prepared by

(Name) Dale Farley, Attorney at Law

(Address) 2100 16th Avenue South, Birmingham, Alabama 35205

FM No. ATC 27 Rev. 5/82

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - ALABAMA TITLE CO., INC., Birmingham, AL.

STATE OF ALABAMA

Shelby

COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of FIFTY THOUSAND AND NO/100 DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, we,

Euel L. Colburn and wife, Lilla Belle Colburn

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

Jerry W. Pate and Brenda W. Pate

(herein referred to as GRANTEE) as joint tenants, with right of survivorship, the following described real estate situated in

Shelby County, Alabama to-wit:

For legal description see attachment, affixed hereto and made a part hereof as Exhibit "A", and set out herein as if the same had been set out in this place in full.

Subject to existing easements, restrictions, set back lines, rights of way, limitations, if any, of record.

\$44,000.00 of the purchase price \$50,000.00 was paid from a mortgage loan closed simultaneously herewith.

This deed is being re-recorded to record in the correct county.

BOOK 037 PAGE 723

TO HAVE AND TO HOLD unto the said GRANTEE as joint tenants, with right of survivorship, their heirs and assigns, forever: it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantors herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantors herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEE, 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 GRANTEE, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 1st day of May, 1985.

WITNESS:

(Seal) Euel L. Colburn (Seal)
(Seal) Lilla Belle Colburn (Seal)

STATE OF ALABAMA

Jefferson

COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Euel L. Colburn and wife, Lilla Belle Colburn whose name 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 1st day of May, A.D. 1985.

Notary Public.

REAL 2692 FILE 609

EXHIBIT "A"

A tract of land situated in the Southeast quarter of the Northeast quarter of Section 21, Township 19 South, Range 2 West, Shelby County, Alabama and more particularly described as follows: Commence at the Southeast corner of the Southeast quarter of the Northeast quarter of said Section; thence in a Westerly direction along the South line thereof 288.0 feet to the Point of Beginning; thence continue West along said South line 168.0 feet; thence 90 degrees, right and run in a Northerly direction a distance of 589.04 feet to the South right of way line of Miller Circle; thence 80 degrees 48 minutes 30 seconds right in a Northeasterly direction along the South right of way line, 133.87 feet; to the beginning of a curve to the right; said curve having a radius of 167.46 feet and subtending a central angle of 81 degrees 27 minutes; thence in a Southeasterly direction along the arc of curve and right of way line 238.06 feet; thence on tangent to curve, continue Southeasterly along a straight line 35.0 feet; thence 39 degrees 58 minutes 08 seconds right in a Southwesterly direction 293.62 feet; thence 7 degrees 33 minutes 27 seconds left in a Southwesterly direction 197.44 feet to the Point of Beginning.

DEED FROM EUEL L. COLBURN AND LILLA BELLE COLBURN
TO JERRY W. PATE AND BRENDA W. PATE

DATED: May 1, 1985

JWP
BWP

BOOK 037 PAGE 724

REAL 2692 FILE 608
6.00

6.00
6.00
12.00

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1985 AUG 13 AM 11:47

John C. Williams
COUNTY CLERK

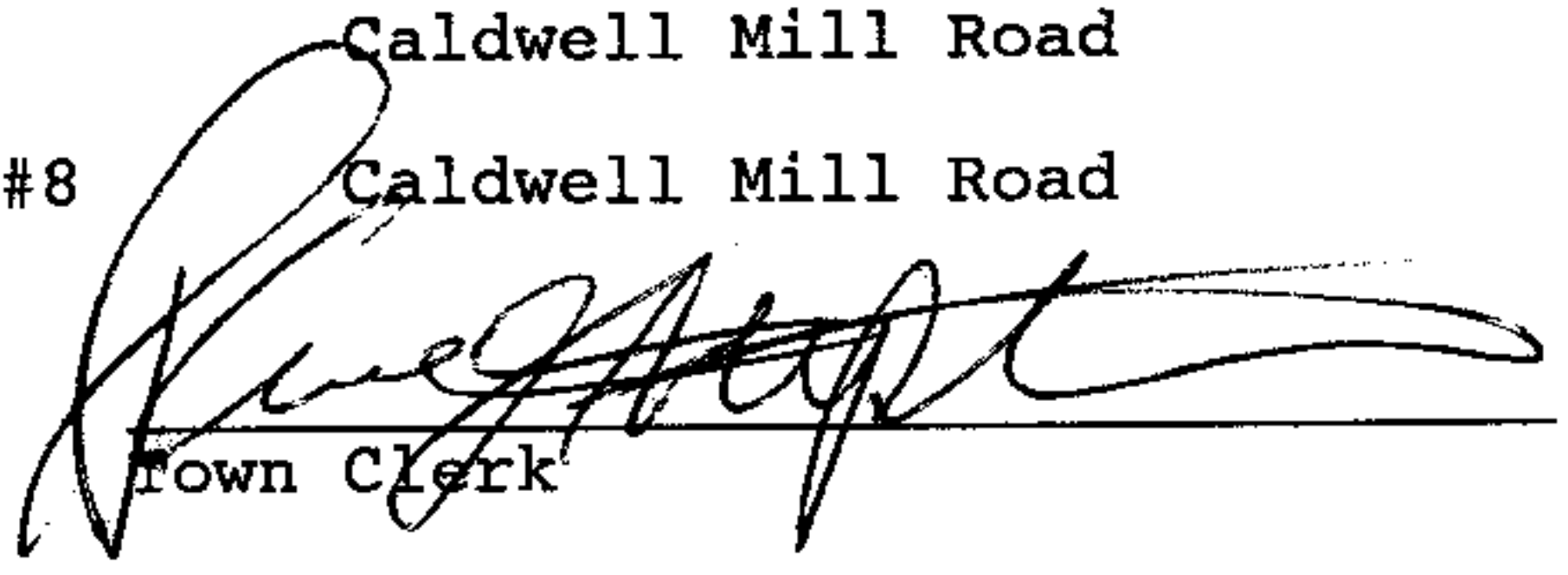
RECORDING FEES

Mortgage Tax	\$	_____
Deed Tax	6.00	_____
Mineral Tax	_____	_____
Recording Fee	5.00	_____
Index Fee	1.00	_____
TOTAL	12.00	_____

CERTIFICATION

I, Paul J. Stephens, 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 APRIL 14, 1992, as same appears in the minutes of record of said meeting, and published by posting copies thereof on APRIL 16, 1992 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	88 Indian Crest Drive
NSFD Station #2	Caldwell Mill Road
Sunny Food Store #8	Caldwell Mill Road


Town Clerk

MAY 12, 1992
Date

Inst. # 1993-30203
09/30/1993-30203
02:30 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
018 MCD 51.00

09/30/1993-30203
02:30 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
018 MCD 51.00