# THE TOWN OF INDIAN SPRINGS VILLAGE ANNEXATION ORDINANCE NO. 10

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 Said property is located and contained within an area town. 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.

Passed and approved 21 day of 199

09/30/1993-30204 02:30 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE

DSO WED

#### 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 September \_, as same appears in the minutes of record of said meeting, and published by posting copies thereof on September \_23, 1993, 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 Cler

HENDINGNIES! 1,E. Wyorthail 1,277 Alas Nachar 1,2992 Nachar

> 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.

	Mailing Address
Witness	Owner
· · · · · · · · · · · · · · · · · · ·	
	Jelham, AL 35124
	Mailing Address
	2234 Indian Crest. 1
Jally Houndberg Witness	Robert L- Holley M.D.
	STATE OF THE STATE
Done this 20 day of My	1993.

08 283- 8 712

This instrument prepared by:
Thomas E. Norton, Jr., Attomby at Law
2700 Highway 280 South
Birmingham, AL 35223

Send Tax Notice To:
Robert L. Holley
2234 Indian Crest Drive
Indian Springs, AL 35080
PID# 58-10-5-21-0-001-030

#### WARRANTY DEED

STATE OF ALABAMA Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Two Hundred Nineteen Thousand and 00/100'S \*\*\* (\$219,000.00) to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, I or we,

# Roby L. Bedford and Jane D. Bedford, husband and wife

(herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto

## Robert L. Holley, an unmarried person,

(herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

## SEE ATTACHED EXHIBIT "A"

TOGETHER WITH all and singular, rights and privileges, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, To the said Grantee, his, her or their heirs and assigns forever.

And I/we do, for myself/ourselves and for my/our heirs, executors and administrators, covenant with said Grantee, his, her or their heirs and assigns, that I/we am/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 Grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand(s) and seal(s) this 26th day of March, 1993.

Roby L. Bedford

Jene D. Bedford

Inst \* 1993-08827

D4/O1/1993-OBBET
D2:44 PM CERTIFIED
SHELBY COUNTY JURGE OF PROMITE
003 WEB 91.50

PAGE 1 OF 2

## EXHIBIT "A" LEGAL DESCRIPTION

A parcel of land in the SW 1/4 of the NE 1/4 of Section 21, Township 19 South, Range 2 West described as follows: Commence at the Southeast corner of the SW 1/4 of the NE 1/4 Section 21, Township 19 South, Range 2 West, this being the point of beginning; thence run north 2 deg. 35 min. west 852.5 feet along the east line of SW 1/4 of NE 1/4; thence run south 49 deg. 55 min. west 399 feet; thence run south 41 deg. 20 min. west 219 feet; thence run south 48 deg. 43 min. east 651.3 feet to point of beginning; being situated in Shelby County, Alabama.

Less and except the following:
Commence at the southeast corner of the SW 1/4 of the NE 1/4 of
Section 21, Township 19 South, Range 2 West, and from the east
line thereof, turn northwesterly 46 deg. 08 min. run northwesterly
17.39 feet to the point of beginning. Thence continuing along last
described course, 610.74 feet to a point on th southeasterly right
of way of Indian Crest Road; thence right 89 deg. 49 min. and run
northeasterly along said right of way 105.15 feet to the point of
curve of a curve to the right, having a radius of 1146.24 feet and
a central angle of 9 deg. 24 min., thence northeasterly along the
arc of said curve 188.05 feet to the point of tangent, thence right
106 deg. 54 min. 22 sec. from the tangent of said curve and run
southeasterly 664.13 feet to the point of beginning; being situated
in Shelby County, Alabama.

Inst + 1993-08827

O4/O1/1993-O8827
O2144 PM CERTIFIED
SHELDY COUNTY MAKE OF PROMITE
003 NO 91.30

### STATE OF ALABAMA JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Roby L. Bedford and Jane D. Bedford, husband and wife whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

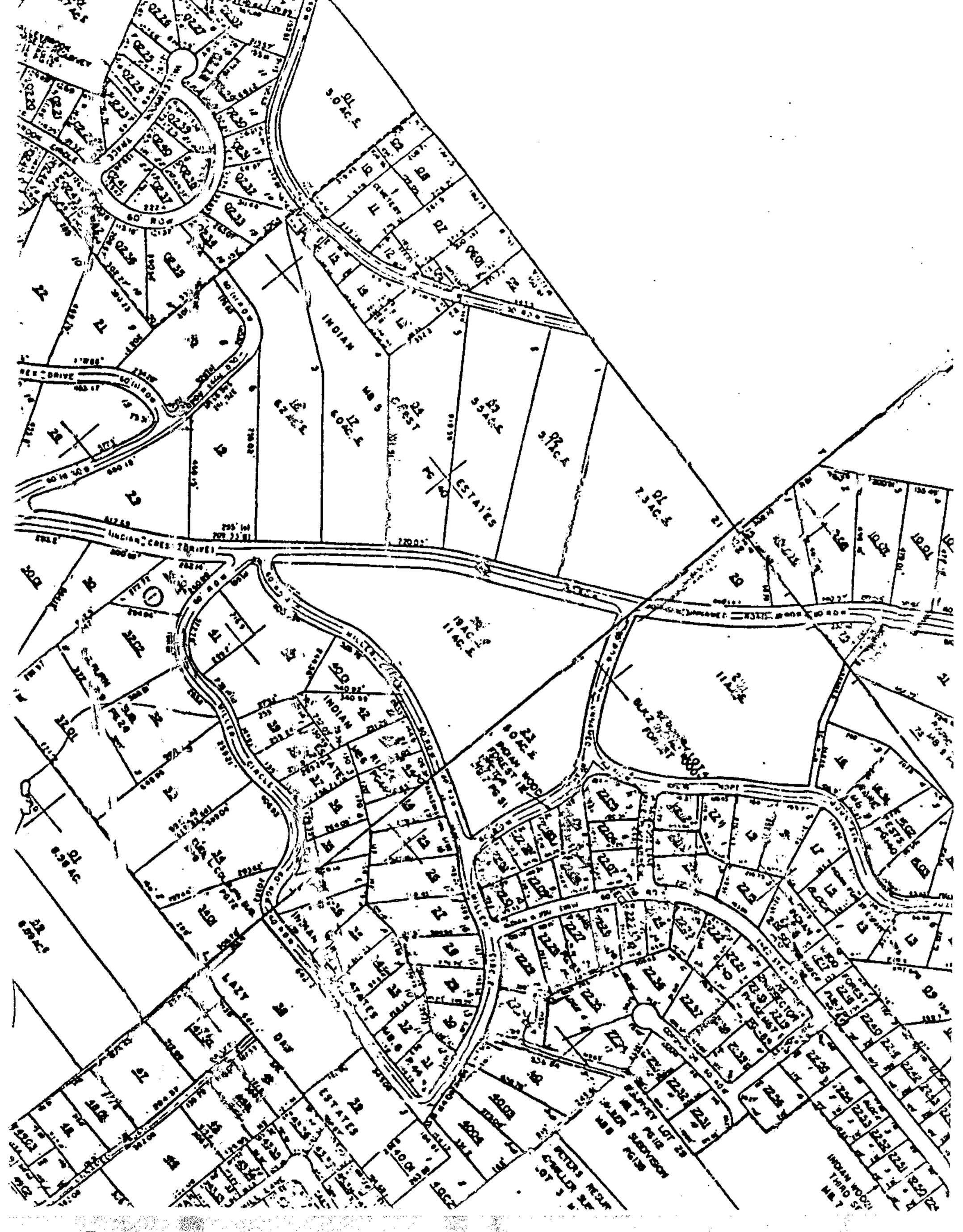
Given under my hand and official seal, this 26th day of March, 1993.

Notary Public

My commission expires: 8449465

93087B

MY COMMISSION DEPRES TELEVISION DE 1997



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.

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SEND TAX NOTICE TO:

 $A_{\rm h}$ 

	•	(Name)	Jerry T. V 420 Miller	
This instrument was prepared by	•	(Address)	<u>Helena, AI</u>	35080
(Name) Frank K. Bynum 2100 Sixteenth			:	
(Address) Birmingham, Ala			!	•
FM No. ATC 27 Rev. 5/82 WARRANTY DEED, JOINT TENANTS WITH	RIGHT OF SURVIVORSI	IP ALABAMA TITLE C	O., INC., Birmingham,	AL.,
STATE OF ALABAMA SHELBY COUNTY	KNOW ALL MEN BY	THESE PRESENTS,		
That in consideration of ONE HUNDRE	D THIRTY-SEVEN T	HOUSAND NINE HU	NDRED AND NO/10	00DOLLARS
to the undersigned grantor or grantors in han	id paid by the GRANTEES	herein, the receipt where	of is acknowledged, we,	•
JAMES E	E. JOHNSTON and w	ife, ERNESTINE	F. JOHNSTON	
(herein referred to as grantors) do grant, barg	gain, sell and convey unto	•		
JERRY T	r. VINES and DARL	ENE D. VINES		
(herein referred to as GRANTEES) as joint to	enants, with right of surviv	orship, the following desc	ribed real estate situa	ted in
Shelby		_ County, Alabama to-w	it:	
નું •			-	
3	OVER		•	
Subject to existing easement tions, if any, of record.	nts, restrictions	, set back line	s, rights of w	ay, limita-
	ase price recited	l above was paid	from a mortga	ge loan .
closed simultaneously herev	VILU.		!	•
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			•	;
• ·			7 <b>6</b> 1 7 7	
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Marine R. Georgia				
Himbaran Al	A Court Court of the Court of t			was a
			•	V
TO HAVE AND TO HOLD Unto the said the intention of the parties to this conveyant the grantees herein) in the event one grantee if one does not survive the other. Then the head of the And I (we) do for myself (ourselves) and assigns, that I am (we are) lawfully seize above; that I (we) have a good right to sell a shall warrant and defend the same to the said	ice, that (unless the joint to e herein survives the other eirs and assigns of the gran d for my (our) heirs, execut od in fee simple of said pro and convey the same as afo	enancy hereby created is the entire interest in fe- tees herein shall take as to tors, and administrators of mises; that they are free cresaid; that I (we) will as	severed or terminated e simple shall pass to the enants in common. covenant with the said from all encumbrances ad my (our) heirs, executed	during the joint lives of the surviving grantee, and GRANTEES, their heirs, unless otherwise noted utors and administrators I persons.
in witness whereof, <u>we</u>	have hereunto set	our hand	d(s) and seal(s), this	28th
day of July	, 19_ <u>_86</u> .			
WITNESS:		1	11	
	(Seal)	friend	- 6- John lo	(Sea
	(Seal)	James F.	Johnston 118 - Dicco	, ξ <sub>ν</sub> (Sea
· .	· · · · · · · · · · · · · · · · · · ·	Ernestine	e F. Johnston	
	(Seal)		AND IN THE	(Sea
STATE OF ALABAMA  Jefferson COUNTY		1 6 g	Marine Control	
5 (84) (1 ) (1 ) (1 ) (1 ) (1 ) (1 ) (1 ) (1		M(1 ♥ `	NOTARY	i1
i the undersigne	<u>d authority</u> Johnston and wife			said County, in said State
10.00) 40.00) 50.00	ned to the foregoing convey	1 3 3		, acknowledged before m
on this day, that, being informed of the conte	•	they		outed the same voluntaril
on the day the same boars date.	ን ያልተከ	day of	July /	A. D., 1986
Given under my hand and official seal th	his <u>28th</u>	day of The	/ 1c (5mx	A. D., 19

A tract of land situated in the SE 1/4 of NE 1/4 of Section 21. Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the NE corner of the SE 1/4 of NE 1/4; thence South along the East line thereof a distance of 153.96 feet; thence right 109 degrees 53 minutes 30 seconds and run Northwest 180.70 feet; thence 13 degrees 19 minutes 30 seconds left, 355.84 feet; thence 29 degrees 51 minutes 30 séconds left, 167.20 feet; thence 90 degrees left, 30 feet to the point of beginning on the South right of way line of the North part of Miller Circle; thence 1 degree 51 minutes 25 seconds left, 244.36 feet to a point on the West line of Lot 22 of Indian Ridge Estates, as recorded in Map Book 6, Page 44, in the Probate Office of Shelby County; thence right with an interior angle of 140 degrees 06 minutes 35 seconds along said Lot 22 and Lot 1, a distance of 273.10 feet to the North right of way line of the South part of Miller Circle; thence right with an interior angle of 83 degrees 48 minutes 30 seconds and run Northwest along right of way, 43.85 feet to the beginning of a curve to the left, having a radius of 241.86 feet and subtending a central angle of 26 degrees 33 minutes 30 seconds; thence Northwest along the arc of said curve, 112.11 feet; thence on tangent to curve, continue Westerly 82.18 feet; thence 90 degrees right, 209.70 feet; thence 86 degrees 26 minutes 30 seconds left 186.90 feet; thence 90 degrees right, 204.06 feet to the beginning of a curve to the right, having a radius of 15 feet and subtending a central angle of 119 degrees 46 minutes 30 seconds; thence along the arc of curve 31.36 feet; Thence on tangent to curve run Southeast along right of way, 12.09 feet to the beginning of a curve to the left having a radius of 238.28 feet and subtending a central angle of 37 degrees 51 minutes 30 seconds; thence along the arc of curve,  $\infty$ 154.33 feet to the beginning of a curve to the left having a Eradius of 898.14 feet and subtending a central angle of 13 degrees 08 minutes 30 seconds; thence along the arc of curve 206.00 feet; thence on tangent to curve, continue northeast along right of way, a distance of 33.57 feet to the Point of Beginning.

STATE OF ALA. SHELBY CO.	1.
STATE OF ALA. SHELLET US.  I CERTIFY THIS  INSTRUMENT WAS FILLED	2.
INSTITUTE NA 10: 53	3
1986 AUG 13 AM 10: 53	4
HOUSE OF FRONAIS	
JUDGE OF FRONAIS	,

1. Deed Tax \$ 5800

2. Mtg. Tax

3. Recording Fee 5.00

4. Indexing Fee 1.00

TOTAL 64.00

WARRANTY DEED

JOINTLY FOR LIFE WITH REMAINDER

TO SURVIVOR

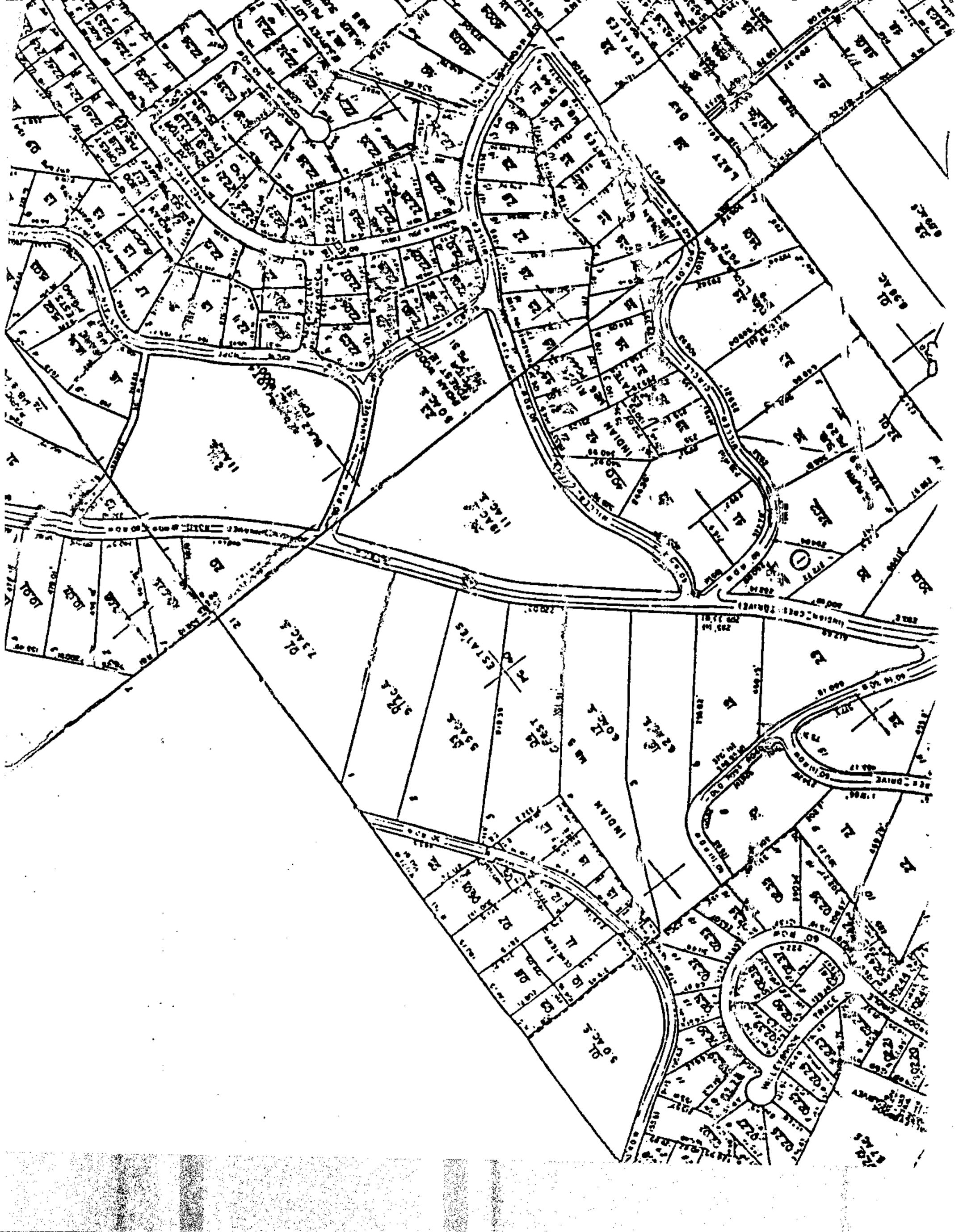
THIS FORM FROM

ALABAMA TITLE CO., INC.

BIRMINGHAM, ALABAMA

RETURN TO (>/

TO (5)



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 2/2 day of	duly, 1993.
Your Oliver	John T. Mederen
Witness	Owner
	261 Miller Cir
•	Mailing Address
•	Pethan 35124
· reel Farris	Neu Maloney
Witness	Owner
	76/ Miller Cir. Mailing Address
	' Mailing Address
	Perhane 35/24

Send Tax Notice To: JOHN T. MALONEY 261 Miller Circle Pelham, AL. 35124

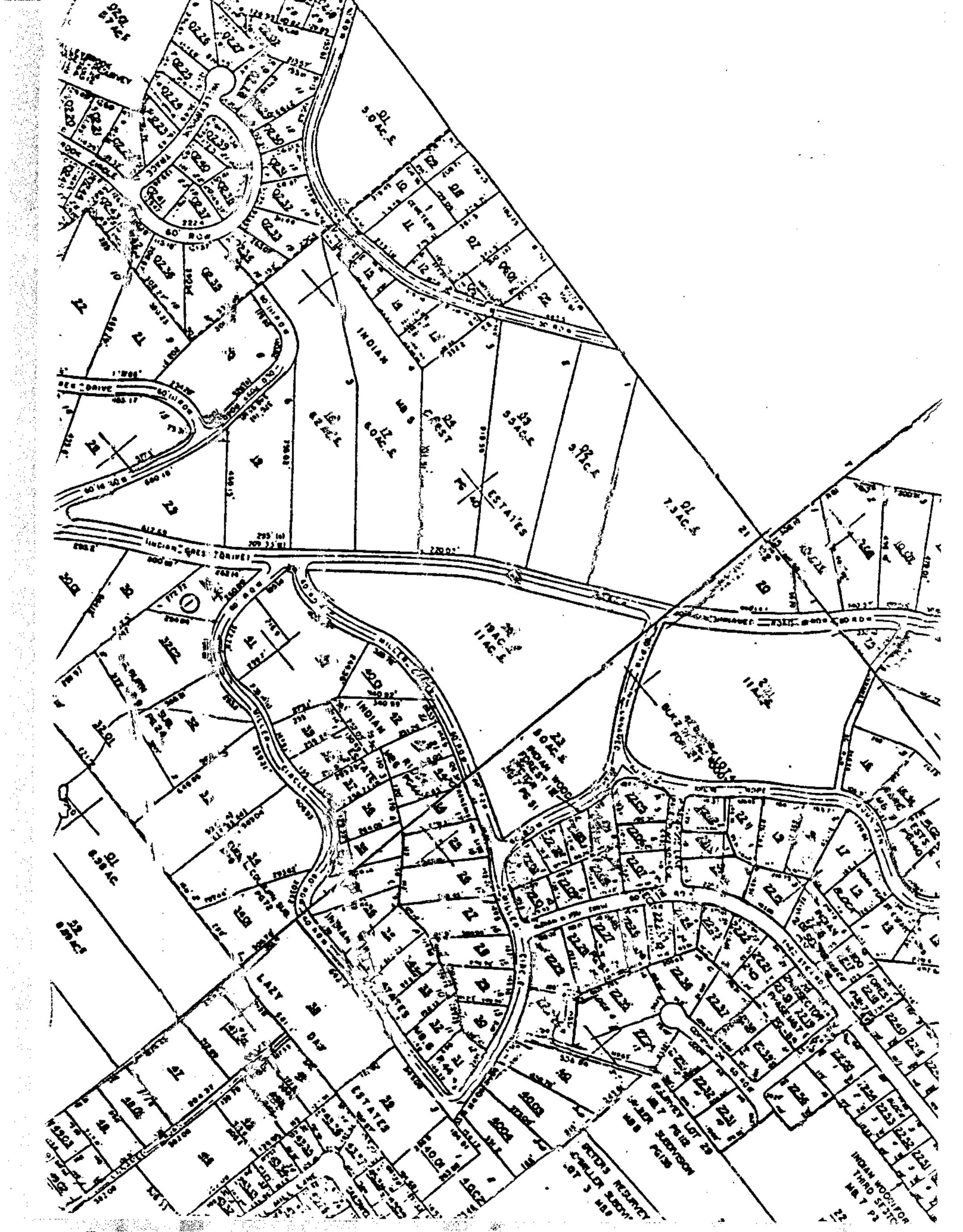
JEFFERSON TITLE CORPORATION OF

		_ /	J	
This instrument	was prepared by	·	P.O. Box 10481 • 1	

This instrument was prepared by P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-802	10 0	
(Name) JAMES A. HOLLIMAN, ATTORNEY  3821 Lorna Road, Suite 110		`
(Address) Birmingham, AL, 35244		: .
WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP	<del></del>	
STATE OF ALABAMA  KNOW ALL MEN BY THESE PRESENTS,  SHELBY COUNTY  That in consideration of ONE HUNDRED TWENTY-FIVE THOUSAND AND N	(\$125 (0/100	,000.00) DOLLARS
to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt where JERRY W. PATE and wife, BRENDA W. PATE	of is acknowledged, w	c, ·
(herein referred to as grantors) do grant, bargain, sell and convey unto JOHN T. MALONEY and wife, NELL MALONEY		
(herein referred to as GRANTEES) as joint tenants with right of survivorship, the following described SHELBY  County, Alabama to-wit:		1 i
Lot 5, according to the Survey of Indian Ridge Estain Map Book 6, Page 44, in the Office of the Judge County, Alabama; being situated in Shelby County,	<b>-</b>	of Shelby
Mineral and mining rights excepted.	·	• •
SUBJECT TO: (1) Taxes for the year 1991 and subset (2) Easements, restrictions, reservations, rights-covenants and conditions of record, if any.  \$ 59,000.00 of the purchase price is being paid being a first mortgage loan executed and recorded simults.	v the procee	: ed <b>s of</b>
	E for of Tor  2 the first that  4 is a control of the control  5 is a control of the control  6 is a control of the control  6 is a control of the control  70701	. 66.00 3.00 1.00
And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covand assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free frances that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, again	rom all encumbrances my (our) heirs, execut nst the lawful claims of	ors and administrators
IN WITNESS WHEREOF, We have hereunto setOUT hand(s) and scal	(s), this <u>5±h</u>	
day of August 19.91	( )	
WITNESS:	W Hat	(Seal

(Scal) (Scal) (Seal) JUDGE OF PROBAIL STATE OF ALABAMA General Acknowledgment JEFFERSON COUNTY a Notary Public in and for said County, in said State, the undersigned authority hereby certify that JERRY W. PATE and wife, BRENDA W. PATE are signed to the foregoing conveyance, and who are known to me, acknowledged before me whose name\_S.\_\_\_\_ executed the same voluntarily on the day the same bears date. August Given under my hand and official scal this 5th

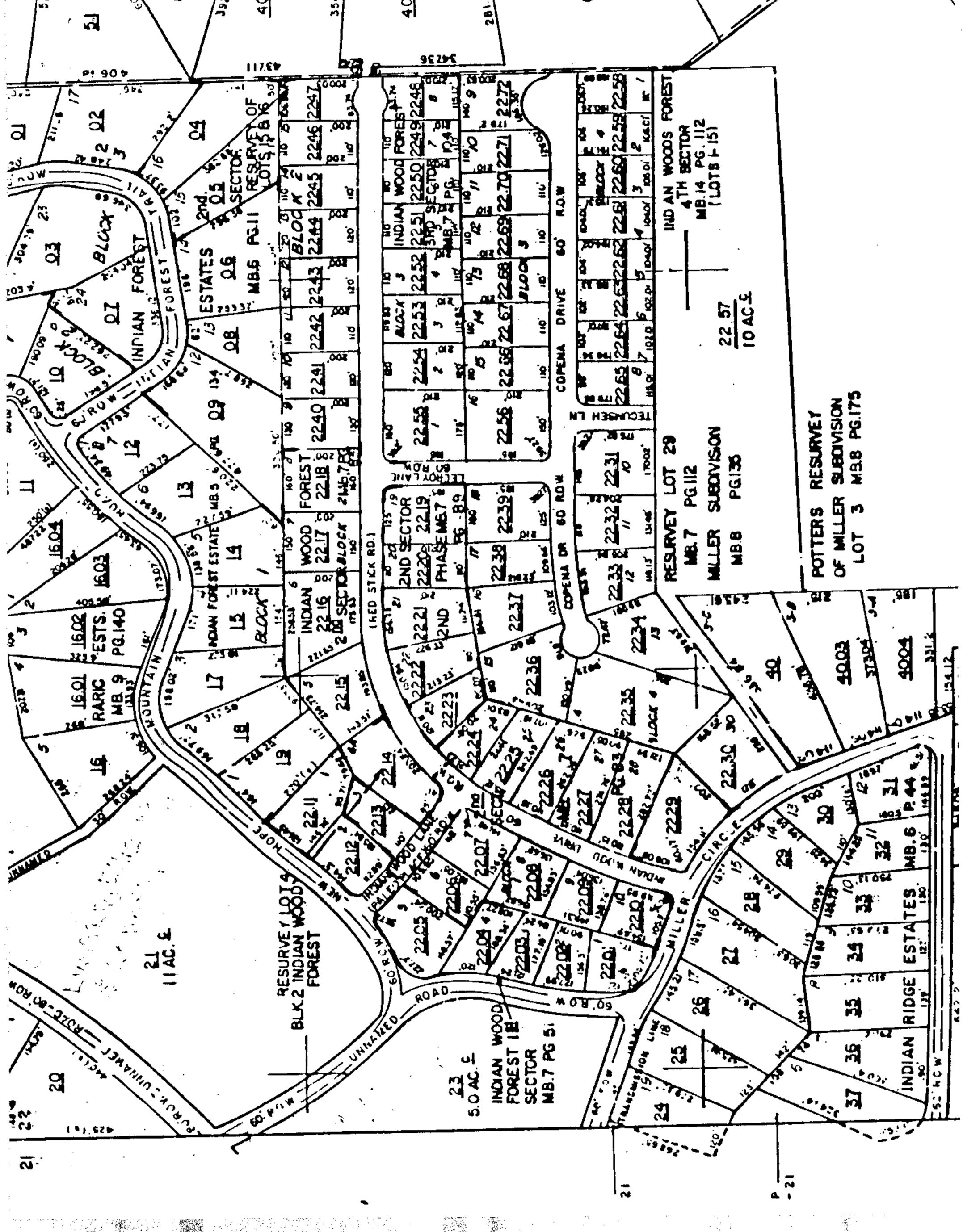
(Bather) Partly



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 2/2 day of	<u>ely</u> , 1993.
Minto Collins	Carol D. Williams)
Witness	Owner
	399 Miller Picle
•	Mailing Address
•	Telhan Al 35/24
Witness	Owner
•	' Mailing Address
	· · · · · · · · · · · · · · · · · · ·



1122 NORTH 22ND STREET

BIRMINGHAM, ALABAMA 30384 CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR AMERICAN TITLE INS. CO., Birmingham, Alabama

STATE OF ALABAMA SHELBY COUNTY OF

KNOW ALL MEN BY THESE PRESENTS,

(\$73,600.00) Seventy-three Thousand Six Hundred and no/100----DOLLARS That in consideration of

Sherwood Stamps Construction Company, Inc. a corporation, to the undersigned grantor, (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

Ted C. Williams and Carol S. Williams

(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, Shelby County, Alabama, to-wit: situated in

Lot 9, according to the Survey of Indian Ridge Estates, as recorded in Map Book 6, Page 44, in the Office of the Judge of Probate of Shelby County, Alabama. Mineral and mining rights excepted.

SUBJECT TO: (1) Ad valorem property taxes for the current year and thereafter. (2) A 75' building set back line as shown by record plat. (3) Easement over the Westerly 7.5 feet and Northerly 7.5 feet of subject property for public utilities, as shown by record plat. (4) Easement to Alabama Power Co. in Deed Book 101, Page 536, and Deed Book 242, Page 432. (5) Restrictions, conditions and limitations in Misc. Book 10, Page 665, which contain no reversionary clause. (6) Restrictive covenants as to underground cables in Misc. Book 11, Page 226, which contain no reversionary clause. (7) Easements to Alabama Power Co. and Southern Bell Telephone and Telegraph Co. in Deed Book 299, Page 126.

\$66,200.00 of the purchase price recited above was paid from mortgage loan closed 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 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 said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encumexcept as stated above brances,

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

Sherwood Stamps President. IN WITNESS WHEREOF, the said GRANTOR, by its who is authorized to execute this conveyance, has hereto set its signature and seal, this the lst | day of December

ATTEST:

00 mar 249

BOOK

Sherwood Stamps

ALABAMA STATE OF JEFFERSON! COUNTY OF

the undersigned.

a Notary Public in and for said County in said

SHERWOOD STAMPS CONSTRUCTION COMPANY, ANC.

Sherwood Stamps State, hereby certify that Sherwood Stamps Construction Company, Inc. President of a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being whose name as informed of the contents of the 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 scal, this the

day of

19 77.

Natury Poplic

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 Aday of August, 1993.

Mrs. C.R. Brown Elizabeth Swain
Owner

419 Miller Circle
Mailing Address
Pelham Af 35124

Witness Owner

Witness Owner

419 Miller Circle
Mailing Address
Owner

419 Miller Circle
Mailing Address
Owner

419 Miller Circle

RB139 P 906

This Instrument Was Prepared By:

SEND TAX NOTICE TO:

Frank K. Bynum, Esquire #17 Office Park Circle Birmingham, Alabama 35223 Harold Dow Swain 419 Miller Circle Pelham, AL 35124

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF SHELBY

That in consideration of ONE HINDRED FIFTY SIX THOUSAND FIVE HUNDRED AND, ND/100 DOLLARS (\$156,500.00) to the undersigned grantor in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, JOHNHA, D. VIZZINA AND WIFE PATRICIA H. VIZZINA, (herein referred to as Grantors) do grant, bargain, sell and convey unto HARCLD DON SMAIN AND ELIZABETH KINSEY SWAIN (herein referred to as Grantees) as joint tenants, with right of survivorship, the following described real estate, situated in the State of Alabama, County of SHELEY, to-wit:

OS/OS/1993-12612 OB:24 AM CERTIFIED SEEM COMPTIBING OF PROBATE SEEM COMPTIBING OF PROBATE ON ACT 30.00

Lot 10, according to the Map and Survey of Indian Ridge Estates, as recorded in Map Book 6, page 44, in the Probate Office of Shelby County, Alabama.

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

\$130,000.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

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 hereby created 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 the heirs and assigns of the grantees herein shall take as tenants in common.

And we do for ourselves and for our heirs, executors, and administrators covenant with said Grantees, their heirs and assigns, that we are lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we 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, We have hereunto set our hands and seal,

this 30th day of April, 1993.

JOSEPH D. VIZZINA

PATRICIA H. VIZZINA

STATE OF ALABAMA COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JOSEPH D. VIZZINA AND WIFE, PATRICIA H. VIZZINA 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 the 30th day of April, 1993.

Notary Public

My Commission Expires: 11/20/96

**新疆区**集

