

THE TOWN OF INDIAN SPRINGS VILLAGE

ANNEXATION ORDINANCE NO. 24

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.

Hub Hunter, Mayor  
Patricia L. Cracet  
Art Johnson  
Long M

Passed and approved 19<sup>th</sup> day of July, 199

Inst # 1994-23546

[Signature]  
Clerk

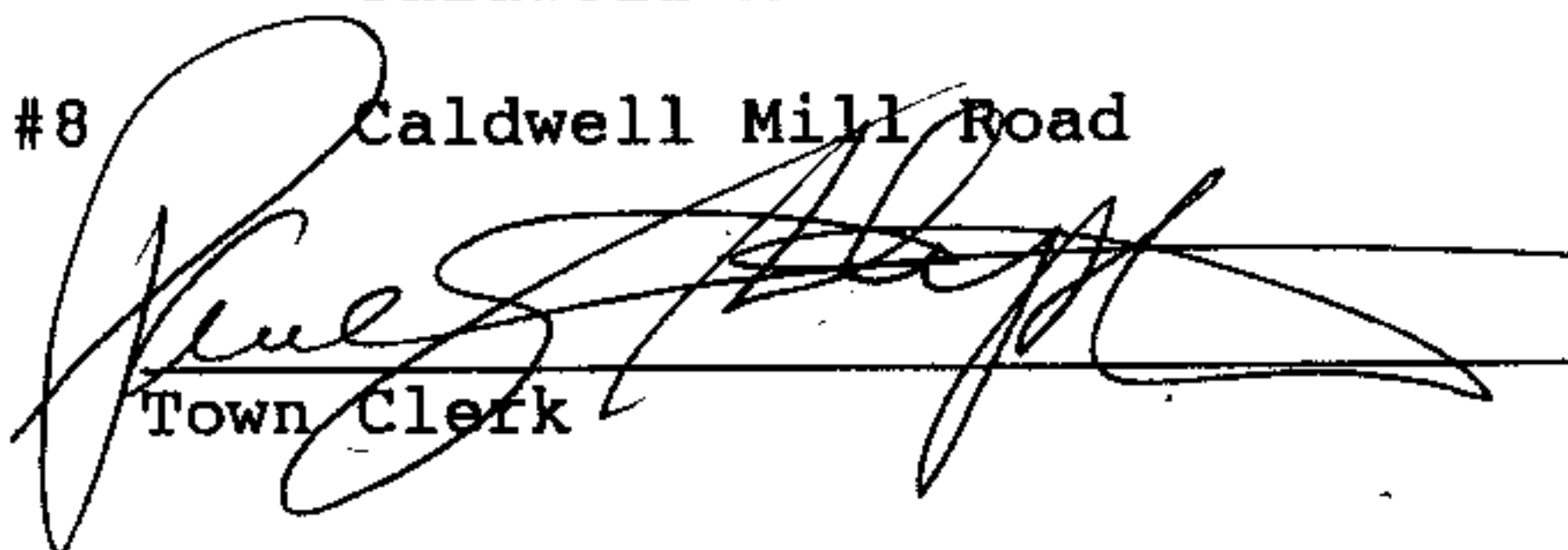
07/27/1994-23546  
02:33 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
008 MCD 26.00

Inst # 1994-23546

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 July 19, 1994, as same appears in the minutes of record of said meeting, and published by posting copies thereof on July 20, 1994, 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

July 26, 1994  
Date

Jim Wyatt

988-0327

Inst 14437970

370 Valley View Rd

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 18<sup>th</sup> day of JUNE, 1994.

Euel L Colburn

Witness

Kevin Colburn

Owner

140 Miller Cir. Indian Springs AL  
Mailing Address 35124

[Signature]

Euel L Colburn

Witness

Cheryl A. Colburn

Owner

140 Miller Cir Indian Springs AL  
Mailing Address 35124

Cheryl A. Colburn

This instrument was prepared by

(Name) Lamar Ham

Send Tax Notice To: Kevin Colburn

NAME

140 Miller Circle

address

(Address) 3512 Old Montgomery Highway, Birmingham, AL 35209 Palham, AL 35124  
CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA  
COUNTY OF Jefferson

} KNOW ALL MEN BY THESE PRESENTS.

That in consideration of ONE HUNDRED FORTY ONE THOUSAND NINE HUNDRED THIRTY TWO AND  
NO/100-----DOLLARS (\$141,932.00)

to the undersigned grantor, Regency Development, Inc.

(herein referred to as GRANTOR), in hand paid by the GRANTEEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto Kevin Colburn and wife, Cheryl Colburn

(herein referred to as GRANTEEES) 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, AL to-wit:

Lot 3, according to the Survey of Colburn Subdivision, as recorded in Map Book 9, page 24, in the Probate Office of Shelby County, Alabama.

Subject to current taxes, easements, restrictions and covenants of record, mineral and mining rights.

\$ 130,000.00 of the purchase price was provided by a mortgage loan closed simultaneously herewith.

Inst # 1993-07979

03/24/1993-07979  
01:23 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 MCD 18.50

TO HAVE AND TO HOLD, To the said GRANTEEES 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 GRANTEEES, their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encumbrances, 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 GRANTEEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, by its Vice-President who is authorized to execute this conveyance, has hereto set its signature and seal, this the 19th day of March 1993  
Regency Development, Inc.

ATTEST:

By Deborah Dennis, V.P.  
Deborah Dennis, Vice-President

STATE OF Alabama  
COUNTY OF Jefferson

}

I, Lamar Ham  
State, hereby certify that Deborah Dennis  
whose name as Vice President of Regency Development, 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation,

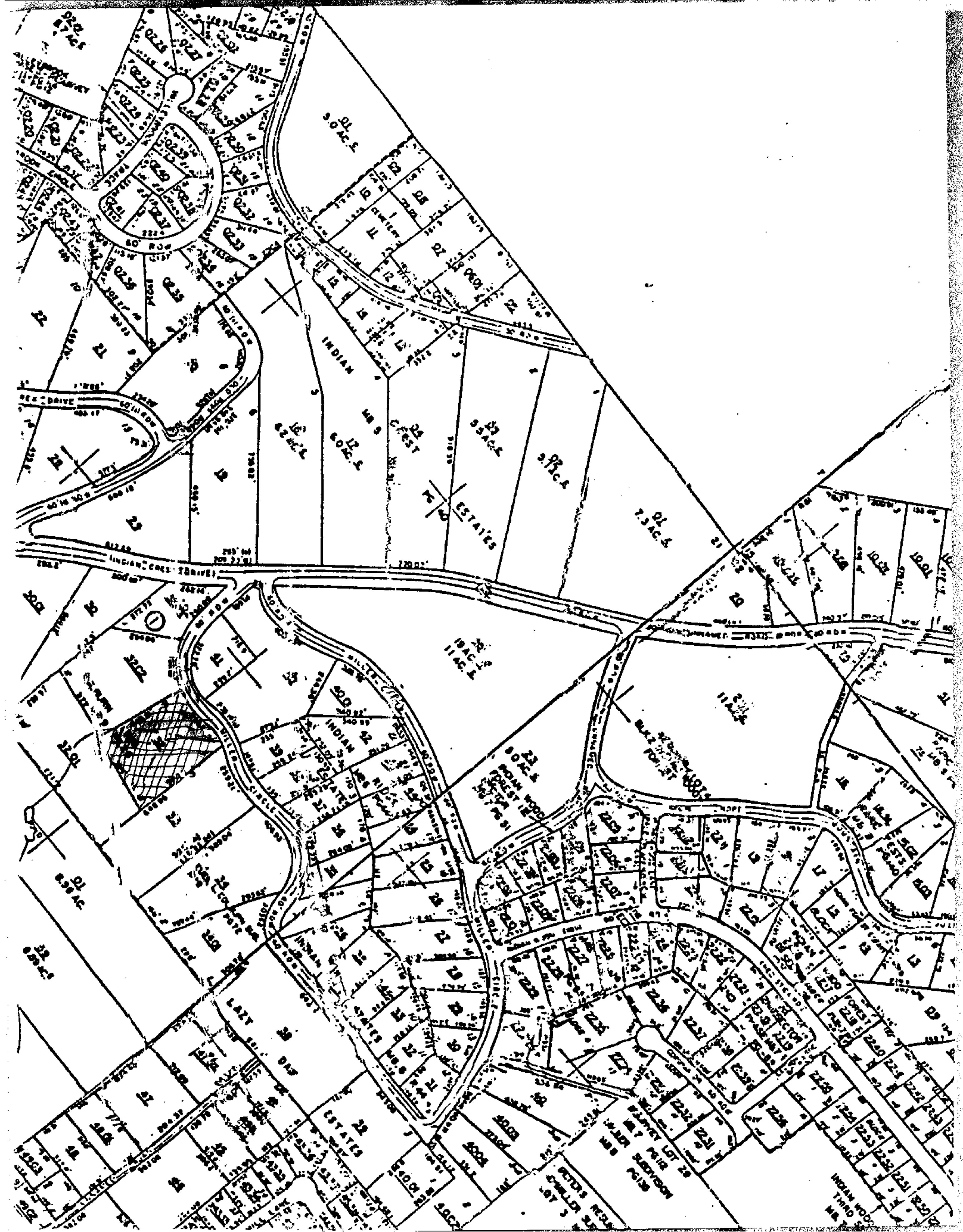
a Notary Public in and for said County in said

Given under my hand and official seal, this the 19th day of March 1993

Lamar Ham

Notary Public

MY COMMISSION EXPIRES NOVEMBER 9, 1993



Jim Wyatt  
: 988-0327

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 28 day of June, 1994.

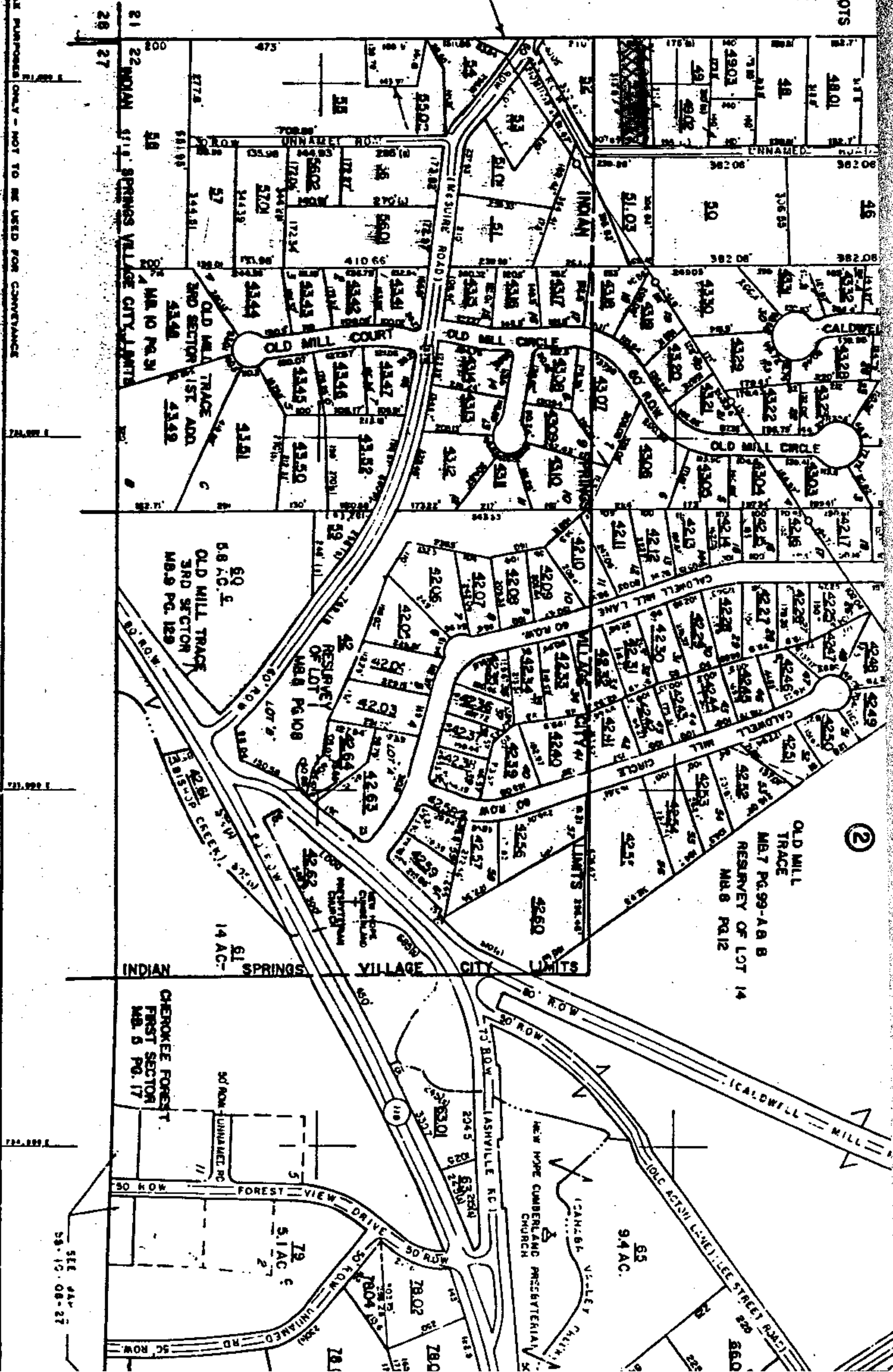
Jim Wyatt  
Witness

Jack L. Miller  
Owner  
95 Cherokee Trail Pelham  
Mailing Address ala-35124

Jack L. Miller  
Witness

Minona Miller  
Owner  
95 Cherokee Trail  
Mailing Address Pelham, AL 35124

SEE MAP  
58-10-03-2,  
240' SCALE



This instrument was prepared by

(Name) W. J. Wynn

(Address) 2163 Montgomery Highway, Pelham, Alabama 35124

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR - LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Fifty Five Thousand Seventy Two and no/100----- DOLLARS

( \$46,072.14 being in the form of mortgage assumed) to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

Roy Benson/Brashier and wife, Gladys Ruby Brashier (herein referred to as grantors) do grant, bargain, sell and convey unto

Jack Miller and wife, Winona Miller (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:

Commence at the Northwest corner of the Southwest quarter of Section 22, Township 19 South, Range 2 West, thence run south along west line of said southwest quarter a distance of 1179.90 feet to point of beginning; thence continue along same course a distance of 90.00 feet; thence an angle to the left of 87 degrees 49 minutes for a distance of 313.80 feet; thence an angle to the left of 92 degrees 11 minutes for a distance of 90.00 feet; thence an angle to the left of 87 degrees 49 minutes for a distance of 313.80 feet to point of beginning; being in the West half of West half of southwest quarter Section 22, Township 19 South, Range 2 West, Shelby County, Alabama.

Subject to:

1. Al Valorem taxes due in the year 1979 which are a lien but not due and payable until October 1, 1979.
2. Mineral and mining rights and rights incident thereto.
3. Mortgage from Roy Benson Brashier and wife, Gladys Ruby Brashier to Churchill Mortgage Corporation, in the principal amount of \$46,600.00 and recorded in Volume 363, page 772 in the Probate Office of Shelby County, Alabama, which grantees assume and agree to pay.

07/27/1994-23546  
02:33 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
008 MCD 2600 Lecture

Rec. 150  
Ind. 100  
250

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 16 day of November, 1978.

WITNESS:

STATE OF ALABAMA SHELBY CO.  
NOTARY PUBLIC  
NOTARY WAS FILED

NOV 27 AM 9:55

Roy Benson Brashier (Seal)  
Roy Benson Brashier

Gladys Ruby Brashier (Seal)  
Gladys Ruby Brashier

Notary Public (Seal)  
Notary Public

STATE OF ALABAMA

Shelby COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Roy Benson Brashier and wife, Gladys Ruby Brashier whose name s 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 16 day of November A. D., 1978

W. J. WYNN  
2163 Montgomery Highway  
Pelham Ala. 35124

Notary Public