

**CERTIFICATION
OF
ANNEXATION ORDINANCE**

Inst # 1995-29638

10/17/1995-29638
12:10 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 21.00

Ordinance Number: 95-09-26-050

Property Owner(s): Ray, K.W. & F.B.

Property: Parcel No. 15-2-03-0-001-001-000

I, Robert A. Wanninger, Town Clerk of the Town of Chelsea, Alabama, hereby certify the attached to be a true and correct copy of an Ordinance adopted by the Town Council of Chelsea, at a special meeting held on September 26, 1995, as same appears in minutes of record of said meeting, and published by posting copies thereof on September 27, 1995, at the public places listed below, which copies remained posted for five business days (through October 3, 1995).

Chelsea Middle School, 901 Highway 39, Chelsea, Alabama 35043

First National Bank of Columbiana, Chelsea Branch, Highway 280, Chelsea, Alabama 35043

U.S. Post Office, Chelsea Branch, 1496 New Highway 280, Chelsea, Alabama 35043


Robert A. Wanninger, Town Clerk

Pat Prohate

TOWN OF CHELSEA, ALABAMA

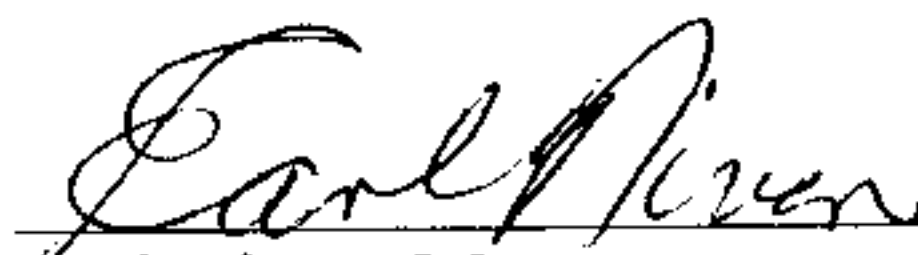
ANNEXATION ORDINANCE NO. 95-09-26-050

PROPERTY OWNER(S): Ray, K. W. & F. B.

PROPERTY: Parcel No.15-2-03-0-001-001-000

Pursuant to the provisions of Section 11-42-21 of the Code of Alabama (1975), BE IT ORDAINED BY THE TOWN COUNCIL OF CHELSEA, ALABAMA, that Chelsea 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 Chelsea, or which is a part of a group of properties submitted at the same time for annexation which together are contiguous to the corporate limits of Chelsea, as described in the attached Petition of Annexation, Property Description, deed(s), and map of said property. Said property is located and contained within an area contiguous to the corporate limits of Chelsea; and said property does not lie 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.


Earl Niven, Mayor


Robert Combs, Council Member

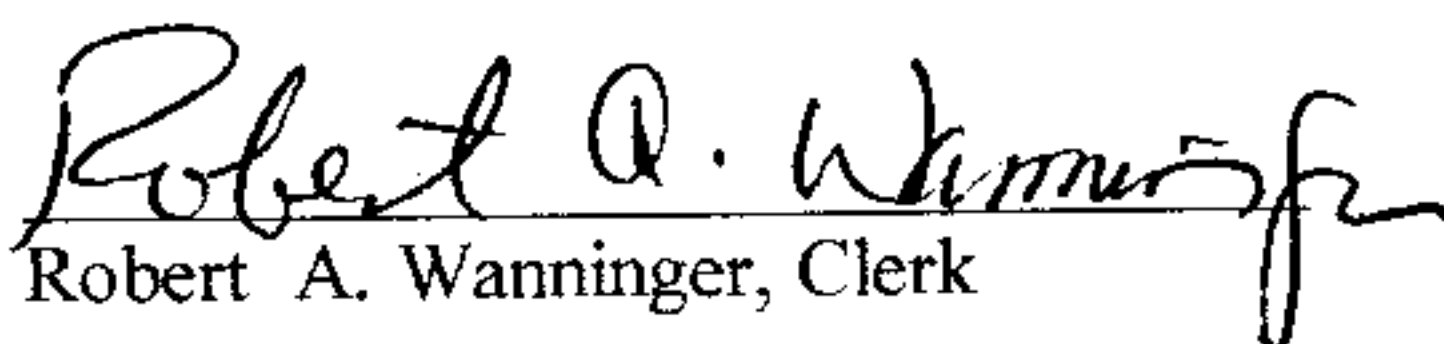

Glen Autry, Jr., Council Member


Earlene Isbell, Council Member


Carol Beavers, Council Member


John Ritchie, Council Member

Passed and approved 26 day of SEPT., 1995.


Robert A. Wanninger, Clerk

Town Clerk
Town of Chelsea
P. O. Box 111
Chelsea, Alabama 35043

PETITION FOR ANNEXATION

The undersigned owner(s) of the property which is described in the attached Exhibit A and which either is contiguous to the corporate limits of the town of Chelsea, or is a part of a group of properties which together is contiguous to the corporate limits of Chelsea, do hereby petition the town of Chelsea to annex said property into the corporate limits of the municipality.

Done this 26th day of September, 1995.

June Given
Witness

Kenneth W. Ray
Owner

160 Rd 338
Mailing Address

Chelsea AL 35043
Property Address (if different)

678-9733
Telephone No.

June Given
Witness

Frank B. Ray
Owner

160 Rd 338
Mailing Address

Chelsea AL 35043
Property Address (if different)

678-9733
Telephone No.

(All owners listed on the deed must sign)

PROPERTY OWNER(S): Ray, K. W. & F. B.

PROPERTY: Parcel No. 15-2-03-0-001-001-000

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 (Exhibit A, p. 2) from Deed Book 279, Page 571.

This property is shown in orange as Parcel No.01 on the attached map (Exhibit A, p. 3).

The property is contiguous to the corporate limits of Chelsea; and it does not lie within the corporate limits or police jurisdiction of any other municipality.

(Name) Jim McClain Realty Company, Inc.

Jefferson Land Title Service Co., Inc.

AGENTS FOR

(Address) 3166 Cahaba Heights Plaza, Birmingham, Alabama 35243

Mississippi Valley Title Insurance Company

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS,

4540 Exhibit A
Page 2 of 3

SHELBY COUNTY

That in consideration of Eleven thousand and no/100 (11,000.00) DOLLARS

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

John I. Duke and Dorothy L. Duke, his wife
(herein referred to as grantors) do grant, bargain, sell and convey unto
Kenneth W. Ray and Frances B. Ray, his wife

(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:

That certain tract of land described as beginning at a point 540 feet east of the north-
west corner of the NE 1/4 of NE 1/4 of Section 3, Township 20, Range 1, West, run thence
east along the section line a distance of 780 feet, more or less to the northeast corner
of said section 3; run thence north along section line between Sections 34 and 35 in
Townships 19, Range 1 West to where the Old Chelsea public road intersects said Section
line; run thence in a southeast direction along the old Chelsea road (now abandoned) to
where a settlement road running in an easterly direction intersects said Chelsea road;
run thence in a southwesterly and in a westerly direction to a point 540 feet east of the
west line of the NE 1/4 of the NE 1/4 of Section 3, Township 20, Range 1 West, which said point
marks the southeast corner of an acre tract of land situated in the northeast corner of the
East 30 acres of said NE 1/4 of NE 1/4 of said Section 3; run thence north along the east line
of said one acre tract a distance of 210 feet; more or less to the north line of said Sec-
tion 3, and being the point of beginning of the lands herein described. Situated in Shelby
County, Alabama.

Mineral and mining rights and rights incident thereto recorded in Volume 66, page 435, in
the Probate Office of Shelby County, Alabama.

Taxes due in the year 1973 which are a lien but not due and payable until October 1st, 1973.

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 (we) do for ourselves (ourselves) and for our heirs, executors, and administrators covenant with the 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 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 8th
day of March, 1973.

WITNESS:
I CERTIFY THIS INSTRUMENT
WAS FILED ON
April 9, 1973 8:30 AM
RECORDED & INDEXED TAX
& SHERIFF'S TAX HAS BEEN
PAID ON THIS INSTRUMENT.
Conrad M. Jensen
JUDGE OF PROBATE

John I. Duke (Seal)
Dorothy L. Duke (Seal)
(Seal)

STATE OF ALABAMA
COUNTY

General Acknowledgment

I, James T. McClain, a Notary Public in and for said County, in said State,
hereby certify that John I. Duke and Dorothy L. Duke, his wife
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 8th day of March, 1973.
James T. McClain
Notary Public

RAY, K.W. & F.B.

Inst # 15-2-03-0-001-001-000

Part of
Map # 58-15-02-03

