

THE TOWN OF INDIAN SPRINGS VILLAGE

ANNEXATION ORDINANCE NO. 44

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. .

05/29/1996-17387  
02:51 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
013 MCD 38.50

Inst # 1996-17387

Hub Hargett Mayor  
Patricia S. Crapet  
Art Johnson  
W. Kelly

Passed and approved 21<sup>ST</sup> day of MAY, 1996.

Paul Stephens  
Clerk

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 MAY 21, 1996, as same appears in the minutes of record of said meeting, and published by posting copies thereof on MAY 22, 1996, 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 21, 1996  
Date

**ANNEXATION PETITION**  
**TOWN OF INDIAN SPRINGS VILLAGE, ALABAMA**

TO: Town Clerk  
Indian Springs Village, Alabama 35124

The undersigned owners of the property described in the attached "Exhibit A", which is either contiguous to the corporate limits of the Town of Indian Springs Village or is a part of a group of properties which together are contiguous to the corporate limits of the Town of Indian Springs Village, do hereby petition the Town of Indian Springs Village to annex said property into the corporate limits of the municipality.

Done this 16 day of MAY, 1996.

Beth Ann Massey  
WITNESS

Crimm C. Massey  
OWNER

554 Miller Circle  
PROPERTY ADDRESS  
Crimm C. Massey  
554 Miller Circle  
Indian Springs Village, AL 35124  
MAILING ADDRESS, IF DIFFERENT  
Ph 205-980-7444

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
PROPERTY ADDRESS

\_\_\_\_\_  
MAILING ADDRESS, IF DIFFERENT

First American Title Insurance Company

SELLER'S/OWNER'S AFFIDAVIT AND INDEMNITY

State of Alabama County of Jefferson

I, we, Cheryl L. Cullison being first duly sworn, on oath depose and state that  
I, we, own the following property:

Lot 3-C, according to Potters Resurvey of Miller Subdivision, Lot 3, as recorded in Map Book 8, Page 175 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

I/We own the property now being sold or mortgaged and, during all the time that I/we owned the property, my enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed to my knowledge, nor do I know of any facts by reason of which the title to, or possession of, said property might be disputed or by reason of which any claim to any of said property might be asserted adversely to me/us, and more particularly:

1. No party other than the Seller(s)/Owner(s) is in possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise.
2. The Seller(s)/Owner(s) during the time of ownership of the premises above described has/have conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises.
3. The Seller(s)/Owner(s) has/have allowed no encroachments on the premises above described by any adjoining land owners nor has/have the undersigned encroached upon any property of adjoining land owners.
4. The Seller(s)/Owner(s) has/have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the premises above described and has/have no knowledge of such adverse rights.
5. The Seller(s)/Owner(s), at present, and for a period of six months past, has/have caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor has/have contracted for any material to be delivered to the premises for which charges therefor remain unpaid.
6. The Seller(s)/Owner(s) has/have no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, lakes, bays or tidal waters bordering or running through said premises.
7. The undersigned has no knowledge of any due taxes or special assessments.
8. The undersigned has not allowed and knows of no violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the premises.
9. That there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against said owner, either in the aforesaid county or any other county in the aforesaid state.

This affidavit is given to induce FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, to issue its title insurance policy or policies without exception to claims of materialmen's and laborers' liens, survey matters, special assessments and rights of parties in possession, and as an inducement therefor, said affiant agrees to indemnify and hold FIRST AMERICAN TITLE INSURANCE COMPANY harmless of and from any and all loss, cost, damage and expense of every kind, including attorneys' fees, which said FIRST AMERICAN TITLE INSURANCE COMPANY shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, directly or indirectly, as a result of any misrepresentation herewith.

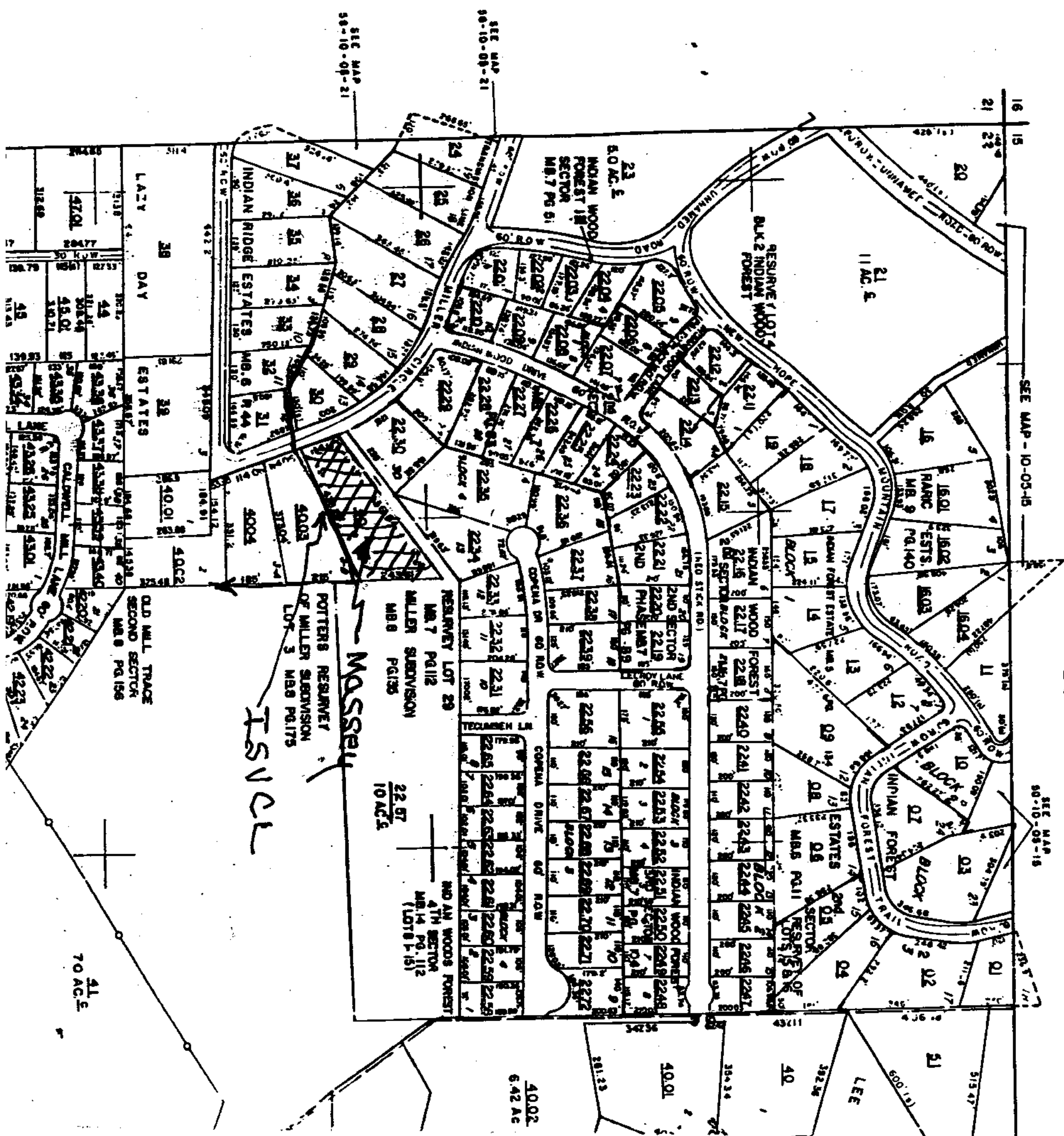
24th day of January, 19 95.

[Signature]  
My commission expires: 6/6/96

Cheryl L. Cullison  
Seller/Owner of Property  
CHERYL L. CULLISON

[Signature]  
Seller/Owner of Property





**ANNEXATION PETITION**  
**TOWN OF INDIAN SPRINGS VILLAGE, ALABAMA**

TO: Town Clerk  
Indian Springs Village, Alabama 35124

The undersigned owners of the property described in the attached "Exhibit A", which is either contiguous to the corporate limits of the Town of Indian Springs Village or is a part of a group of properties which together are contiguous to the corporate limits of the Town of Indian Springs Village, do hereby petition the Town of Indian Springs Village to annex said property into the corporate limits of the municipality.

Done this 21 day of May, 1996.

William R. Lyman  
WITNESS

Bryan P. Pitts Jr.  
OWNER

596 Miller Circle  
PROPERTY ADDRESS

MAILING ADDRESS, IF DIFFERENT

Janice M. Lyman  
WITNESS

Margaret Ann Delle  
OWNER

596 Miller Circle  
PROPERTY ADDRESS

MAILING ADDRESS, IF DIFFERENT

This instrument was prepared by

(Name) Lamar Ham

(Address) 3512 Old Montgomery Highway  
Birmingham, AL 35209

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP LAND TITLE COMPANY OF ALABAMA

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS,

Jefferson COUNTY

That in consideration of Twenty One Thousand and 00/100 DOLLARS

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

Frank A. Lorino and wife, Jennie S. Lorino

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

Bryan D. Pitts and Margaret Ann Pitts

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

Shelby County, Alabama to-wit:

Lot 30, Block 4, according to the Survey of Indian Wood Forest, First Sector,  
as recorded in Map Book 7, page 51, in the Probate Office of Shelby County,  
Alabama.

Subject to current taxes, easements, restrictions, building lines, mineral  
and mining rights, and rights of way of record.

\$15,750.00 of the purchase price was paid from the proceeds of 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 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 10th  
day of December, 19 84

WITNESS: STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED (Seal)

Frank A. Lorino (Seal)  
Frank A. Lorino (Seal)

Jennie S. Lorino (Seal)  
Jennie S. Lorino (Seal)

STATE OF ALABAMA

Jefferson COUNTY

JUDGE OF PROBATE

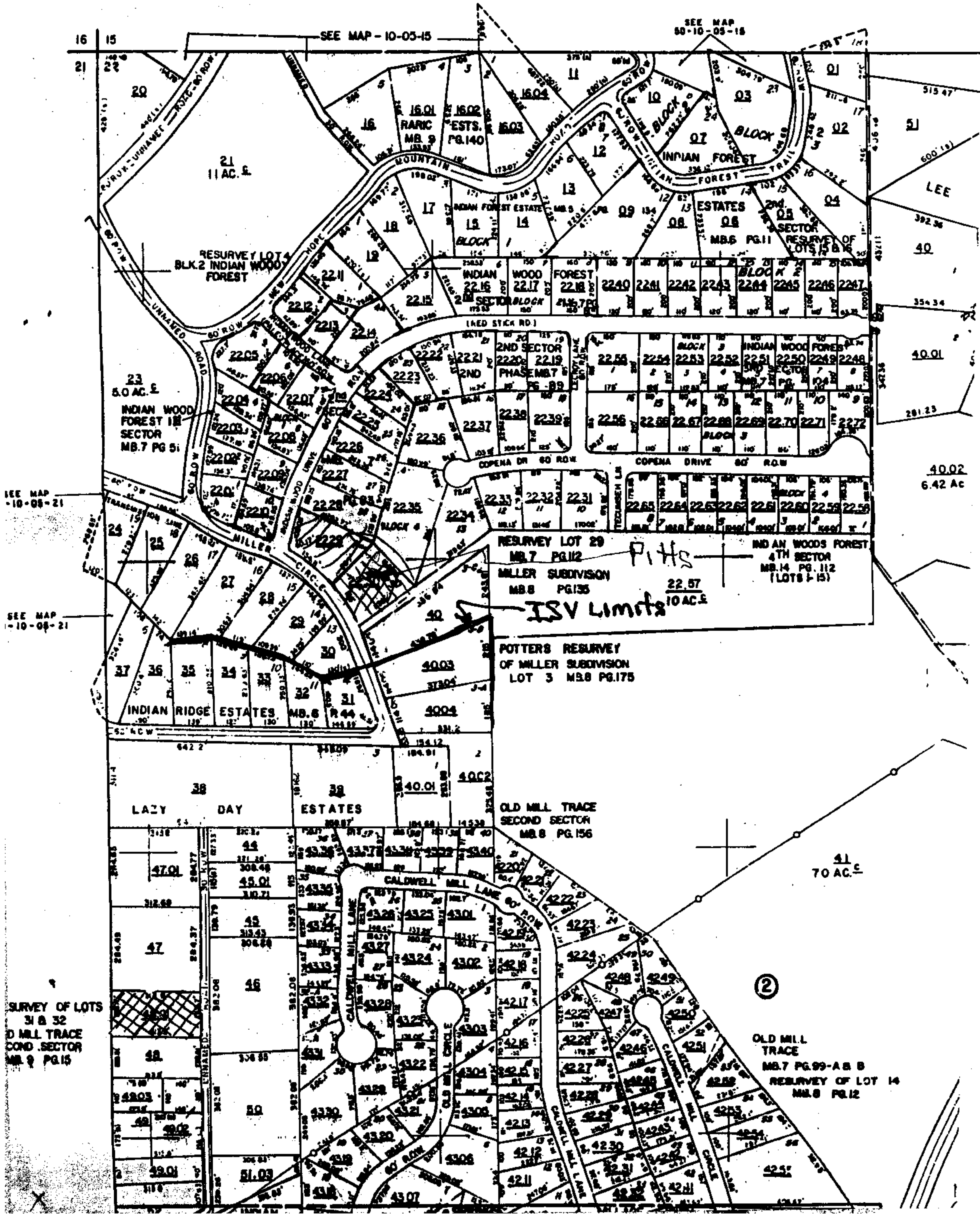
Deed TAX 5.50  
Rec 2.50  
Jud 1.00  
9.00

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State,  
hereby certify that Frank A. Lorino and wife, Jennie S. Lorino  
whose name is 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 December, A. D. 19 84







Jim Wyatt  
988-0327

**ANNEXATION PETITION**  
**TOWN OF INDIAN SPRINGS VILLAGE, ALABAMA**

TO: Town Clerk  
Indian Springs Village, Alabama 35124

The undersigned owners of the property described in the attached "Exhibit A", which is either contiguous to the corporate limits of the Town of Indian Springs Village or is a part of a group of properties which together are contiguous to the corporate limits of the Town of Indian Springs Village, do hereby petition the Town of Indian Springs Village to annex said property into the corporate limits of the municipality.

Done this 6th day of April, 1998.

Rich M. Stricker  
WITNESS

Shook & Fletcher Insulation Co.  
OWNER

By: [Signature]  
4625 Valleydale Road, Shelby County  
PROPERTY ADDRESS

P. O. Box 380501, Birmingham, AL 35238  
MAILING ADDRESS, IF DIFFERENT

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
PROPERTY ADDRESS

\_\_\_\_\_  
MAILING ADDRESS, IF DIFFERENT

ATTACHMENT TO ANNEXATION PETITION  
TOWN OF INDIAN SPRINGS VILLAGE, ALABAMA

EXHIBIT A

PT NE 1/4 915 T19S R2W BEG WHERE  
N LN S1/2 NE1/4 OF NE1/4 MEETS  
SELY RW VALLEYDALE RD ELY TO  
NE COR SD S1/4 S ALG E LN 330 SWLY  
1265 N 285 NW 210 TO S RW VALLEYDALE  
RD NELY ON S RW 685 CA 15 DB 309 P  
724 DB 343 P 424 11/1/82

**ANNEXATION PETITION**  
**TOWN OF INDIAN SPRINGS VILLAGE, ALABAMA**

TO: Town Clerk  
Indian Springs Village, Alabama 35124

The undersigned owners of the property described in the attached "Exhibit A", which is either contiguous to the corporate limits of the Town of Indian Springs Village or is a part of a group of properties which together are contiguous to the corporate limits of the Town of Indian Springs Village, do hereby petition the Town of Indian Springs Village to annex said property into the corporate limits of the municipality.

Done this 16 day of May, 1998.

Margaret A. Potts  
WITNESS

William R. Lyman  
OWNER  
567 Miller Circle  
Indian Springs Village, AL 35124  
PROPERTY ADDRESS  
Ph. 205-408-0166

MAILING ADDRESS, IF DIFFERENT

Margaret A. Potts  
WITNESS

Janet Maxey Lyman  
OWNER  
567 Miller Circle  
PROPERTY ADDRESS

same  
MAILING ADDRESS, IF DIFFERENT



This instrument was prepared by

(Name) Mary Lynn Campisi

(Address) 3017 Pump House Road  
Birmingham, Alabama 35243

Send Tax Notice To: William Richard Lyman

name

567 Miller Circle

address

Birmingham, Alabama 35124

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA

Jefferson COUNTY

} KNOW ALL MEN BY THESE PRESENTS,

That in consideration of ONE HUNDRED FORTY FIVE THOUSAND AND NO/100-----  
----- DOLLARS (\$145,000.00)  
to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,  
Sydney G. Forrester, an unmarried woman

(herein referred to as grantors) do grant, bargain, sell and convey unto William Richard Lyman and wife, Janis  
Massey Lyman

(herein referred to as GRANTEES) as joint tenants with right of survivorship, the following described real estate situated in  
Shelby County, Alabama to-wit:

LOT 13, ACCORDING TO THE SURVEY OF INDIAN RIDGE ESTATES AS RECORDED IN MAP BOOK  
6 PAGE 44 IN THE PROBATE OFFICE OF SHELBY COUNTY; BEING SITUATED IN SHELBY  
COUNTY, ALABAMA.

Subject to ad valorem taxes for 1996 and subsequent years, said taxes being a lien  
but due and payable until October 1, 1996.

Subject to restrictions, building lines, easements, agreements, and right of ways as  
same are filed of record.

Inst # 1995-37057

12/28/1995-37057  
11:05 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 MCD 153.50

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 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, I have hereunto set my hand(s) and seal(s), this 15th  
day of December, 19 95.

\_\_\_\_\_(Seal)

Sydney G. Forrester (Seal)  
Sydney G. Forrester

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

STATE OF ALABAMA

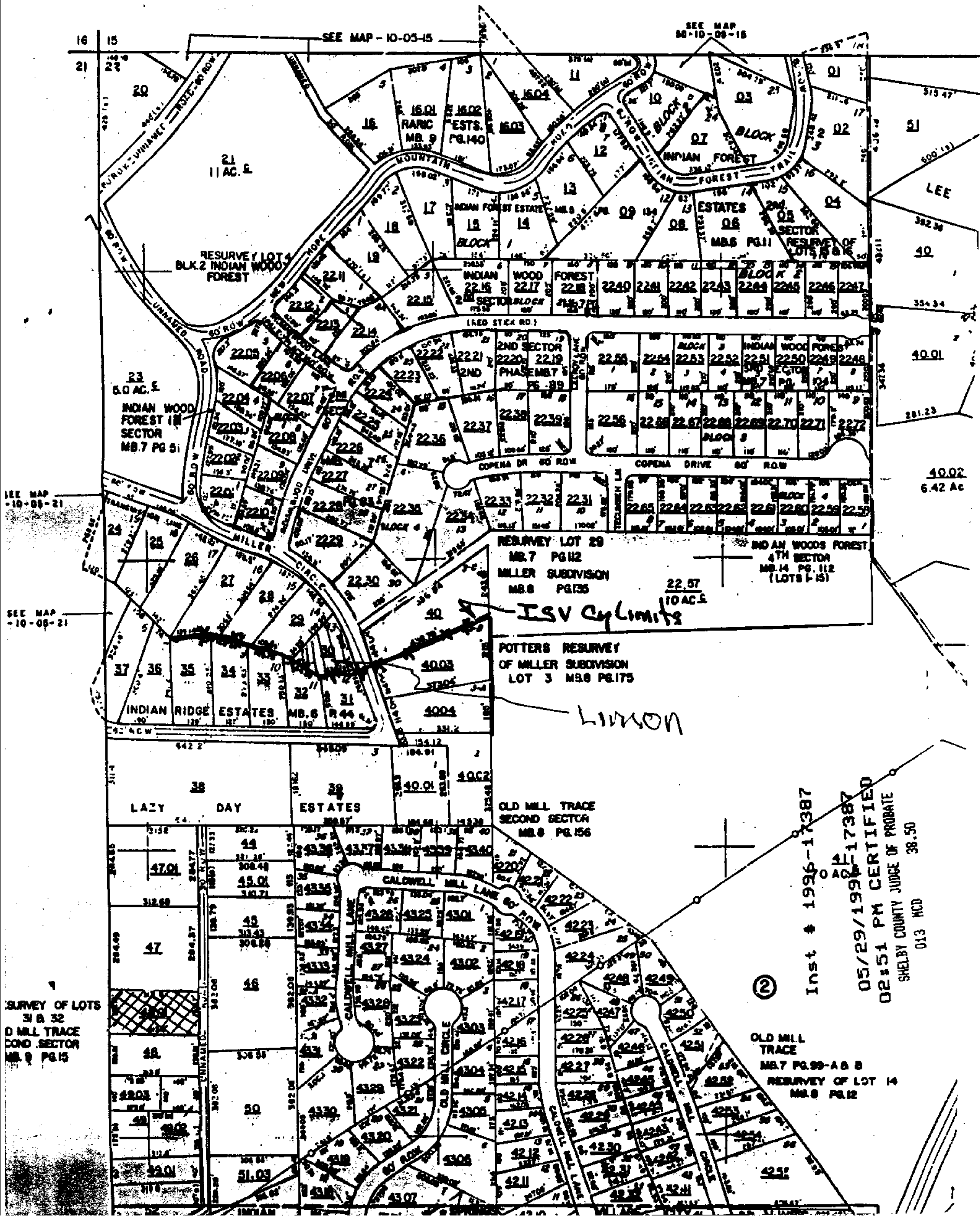
Jefferson COUNTY

General Acknowledgment

I, Mary Lynn Campisi, a Notary Public in and for said County, in said State, hereby certify that  
Sydney G. Forrester  
whose name(s) 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 she executed the same voluntarily  
on the day the same bears date.

Given under my hand and official seal this 15th day of December, A.D., 1995

MY COMMISSION EXPIRES: 6/16/99



SURVEY OF LOTS  
31 & 32  
D MILL TRACE  
COND. SECTOR  
MB. 9 PG. 15

Inst # 1996-17387  
05/29/1996  
02:51 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
013 MCD

OLD MILL TRACE  
MB. 7 PG. 99-A & B  
RESURVEY OF LOT 14  
MB. 8 PG. 12

LIMON

POTTERS RESURVEY  
OF MILLER SUBDIVISION  
LOT 3 MB. 8 PG. 175

RESURVEY LOT 29  
MB. 7 PG. 112  
MILLER SUBDIVISION  
MB. 8 PG. 135

INDIAN WOODS FOREST  
4TH SECTOR  
MB. 14 PG. 112  
(LOTS 1-15)

22.57  
10 AC.

ISV Cy Limits

40.02  
6.42 Ac

261.23

40.01

354.34

40

LEE

51

515.47

21

15

16