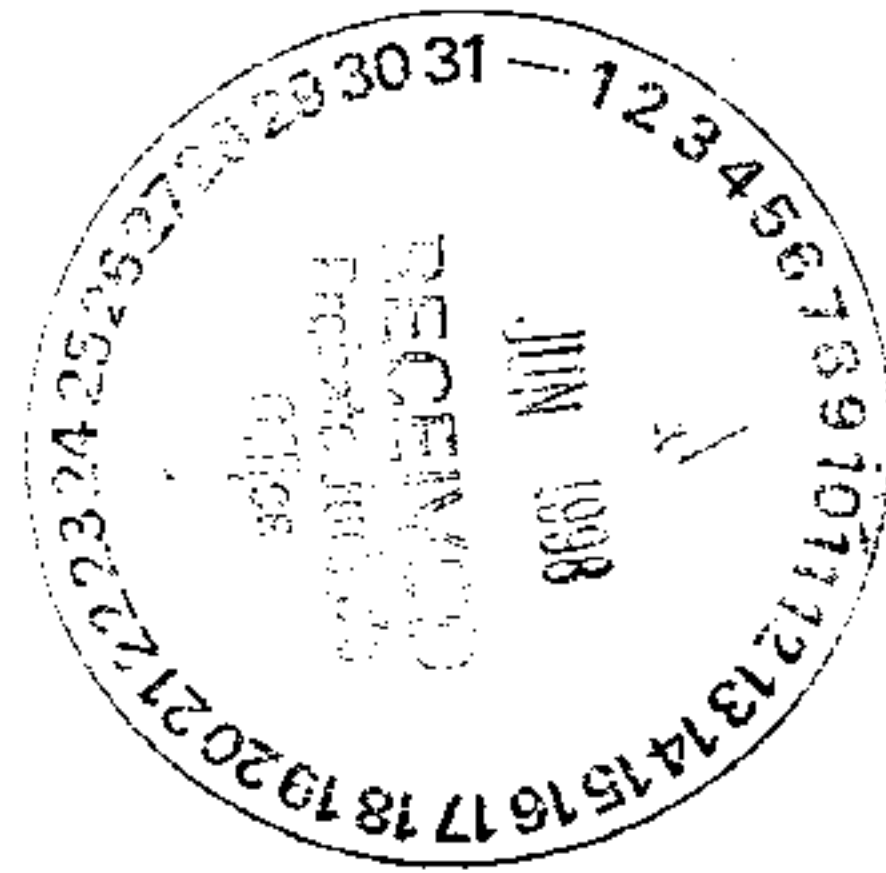


Town of Chelsea

P.O. Box 111

Chelsea, Alabama

**CERTIFICATION
OF
ANNEXATION ORDINANCE**



Inst # 1998-21564

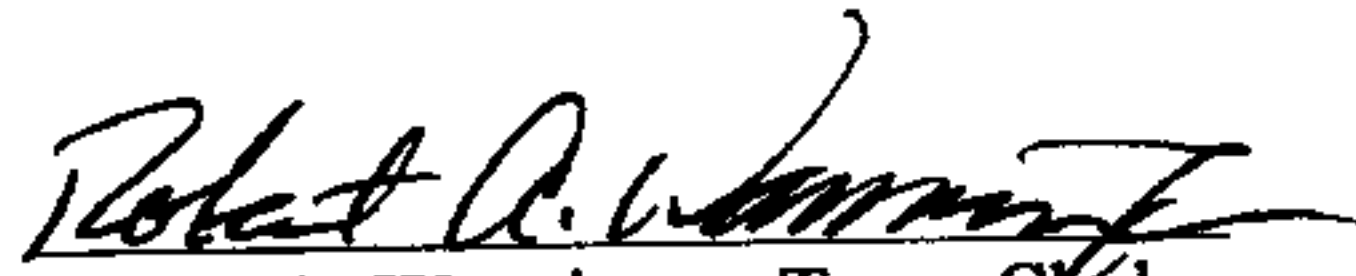
Ordinance Number: X-98-05-05-072

Property Owner(s): Loveless, Elsie Oliver

Property: Parcel No. 09-07-25-0-000-015-000

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 regular meeting held on May 5, 1998, as same appears in minutes of record of said meeting, and published by posting copies thereof on May 7, 1998 at the public places listed below, which copies remained posted for five business days (through May 13, 1998).

Chelsea Middle School, 901 Highway 39, Chelsea, Alabama 35043
First National Bank of Shelby County, Chelsea Branch, Highway 280, Chelsea, Al. 35043
U.S. Post Office, Highway 280, Chelsea, Alabama 35043


Robert A. Wanninger, Town Clerk

Inst # 1998-21564

**06/10/1998-21564
02:25 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOUG N. CO**



TOWN OF CHELSEA, ALABAMA

ANNEXATION ORDINANCE NO. X-98-05-05-072

PROPERTY OWNER(S): Loveless, Elsie Oliver

PROPERTY: Parcel #09-7-25-0-000-015-000

Pursuant to the provisions of Section 11-42-21 of the Code of Alabama (1975),

Whereas, a written petition has been signed by the owner of the property designated in the attached copy of a deed (Exhibit B, pages 1-3) requesting that said property be annexed to the Town of Chelsea; and

Whereas, said petition contains an accurate description of the property proposed to be annexed together with a map of the said property showing its relationship to the corporate limits of Chelsea; and

Whereas, said petition has been filed with the Chelsea town clerk; and

Whereas, said property is contiguous to the corporate limits of Chelsea, or is a part of a group of properties submitted at the same time for annexation which together is contiguous to the corporate limits of Chelsea; and

Whereas, said territory does not lie within the corporate limits of any other municipality.

Therefore, be it ordained that the town council of the Town of Chelsea assents to the said annexation; and

Be it further ordained that the corporate limits of Chelsea be extended and rearranged so as to embrace and include said property, and said property shall become a part of the corporate area of the Town of Chelsea upon the date of publication of this ordinance as required by law.

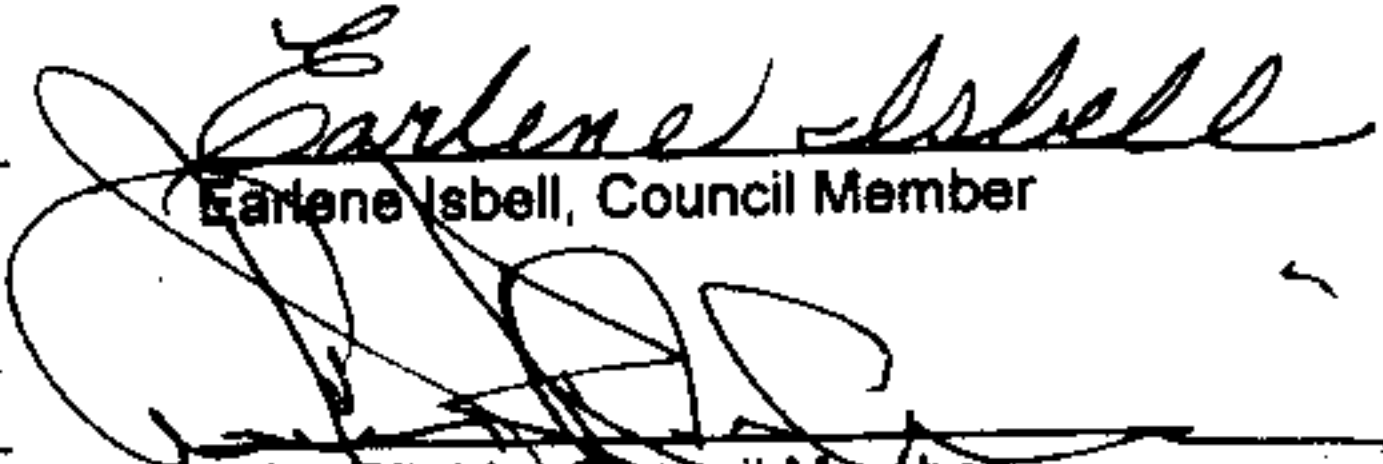

Earl Niven, Mayor


Robert Combs, Council Member


Glen Autry, Jr., Council Member


Earlene Isbell, Council Member


Shelby Blackerby, Council Member


John Ritchie, Council Member

Passed and approved 5 day of MAY, 1998.


Robert A. Wanninger, Town Clerk

Town Clerk
Town of Chelsea
PO 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 is either contiguous to the corporate limits of the Town of Chelsea, or is a part of a group of properties which together are contiguous to the corporate limits of Chelsea, so hereby petition the Town of Chelsea to annex said property into the corporate limits of the municipality.

Done this 4th day of April 1998

Carl Allen
Witness

Elsie Decker
Owner

P.O. Box 417
Mailing address

678-2151
Telephone Number

Carl Allen
Witness

Robert Taylor
Owner

P.O. Box 417
Mailing address

678-2157
Telephone Number

(All owners listed on the deed must sign)

PROPERTY OWNER (S): Loveless, Elsie Oliver

PROPERTY: Parcel #09-7-25-0-000-015-000

PROPERTY DESCRIPTION

The above-noted property, for which annexation into Chelsea is requested in this petition, is the property described on page 2 of the attached copy of a mortgage foreclosure deed (Exhibit B) which was recorded with the Shelby County Judge of Probate as Instrument Number 1994-30287.

Further, the said property, for which annexation into Chelsea is requested in this petition, is shown on the attached map (Exhibit C) as Parcel #.15. Said map also shows the contiguous relationship of said property to the corporate limits of Chelsea. As adjudicated in *City of Leeds v. Town of Moody* (294 Ala. 496, 319 So. 2d. 242 ((1975))) which is cited as follows in Section 11-42-21 Code of Alabama 1975): *"While a 'touching' is normally a requirement of the word, 'contiguous', such is not the case where the physical separation occurs merely because of the interposition of a public highway. Therefore, a public highway is not the type of physical separation which would prevent two pieces of land from being 'contiguous' within the meaning of the statute."* As a result, the said property is legally contiguous to Parcel # 1, which in turn is contiguous to the corporate limits of the Town of Chelsea and both parcels were presented on the same date for annexation into Chelsea.

The said property for which annexation into Chelsea is requested in this petition does not lie within the corporate limits of any other municipality. Further, said property does not lie in an area where the police jurisdiction of Chelsea overlaps with the police jurisdiction of any other municipality.

Inst # 1994-30287

STATE OF ALABAMA)
SHELBY COUNTY)

MORTGAGE FORECLOSURE CERTIFIED
11:15 AM
SHELBY COUNTY JUDGE OF PROBATE
003 SNA 14.50

KNOW ALL MEN BY THESE PRESENTS,

WHEREAS, heretofore on the 27th day of January, 1989, Hin Dot Law and wife, Yin Ping Law, executed a certain mortgage to Elsie Oliver Loveless, which said mortgage is recorded in Book 225, Page 348, et seq., in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and Elsie Oliver Loveless did declare all of the indebtedness secured by the said mortgage due and payable and said mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage, in accordance with the terms thereof, by publication in the Shelby County Reporter, a newspaper of general circulation in Columbiana, Shelby County, Alabama, in its issues of September 14, 21 and 28, 1994; and

WHEREAS, on October 5, 1994, the day on which the foreclosure sale was due to be held under the terms of said notice, during the legal hours of sale, said foreclosure was duly and properly conducted and the said Elsie Oliver Loveless did offer for sale and sell at public outcry, in front of the main entrance of the Courthouse at Columbiana, Shelby County, Alabama, the property hereinafter described; and

WHEREAS, the highest and best bid obtained for the property described in the aforementioned mortgage was the bid of Elsie Oliver Loveless in the amount of Two Hundred Three Thousand Five Hundred Twenty and 80/100 (\$203,520.80) Dollars which the said Elsie Oliver Loveless offered to credit on the indebtedness secured by said mortgage, and said property was thereupon sold to Elsie Oliver Loveless; and

WHEREAS, Joyce E. May, Attorney at Law, acted as auctioneer as provided in said mortgage and conducted said sale; and

WHEREAS, said mortgage expressly authorized the mortgagee or auctioneer or any person conducting said sale to execute to the purchaser at said sale a deed to the property so purchased.

NOW, THEREFORE, in consideration of the premises and the credit of Two Hundred Three Thousand Five Hundred Twenty and 80/100 (\$203,520.80) Dollars, on the indebtedness secured by said mortgage, the said Hin Dot Law and wife, Yin Ping Law, mortgagors, acting by and through the said Elsie Oliver Loveless, by Joyce E. May, as said auctioneer and the person conducting said sale for the mortgagee, does grant, bargain, sell and convey unto Elsie Oliver Loveless, and her heirs and assigns, the following described real

11:15 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 SNA 14.50

Page Two
Mortgage Foreclosure Deed
Elsie Oliver Loveless

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

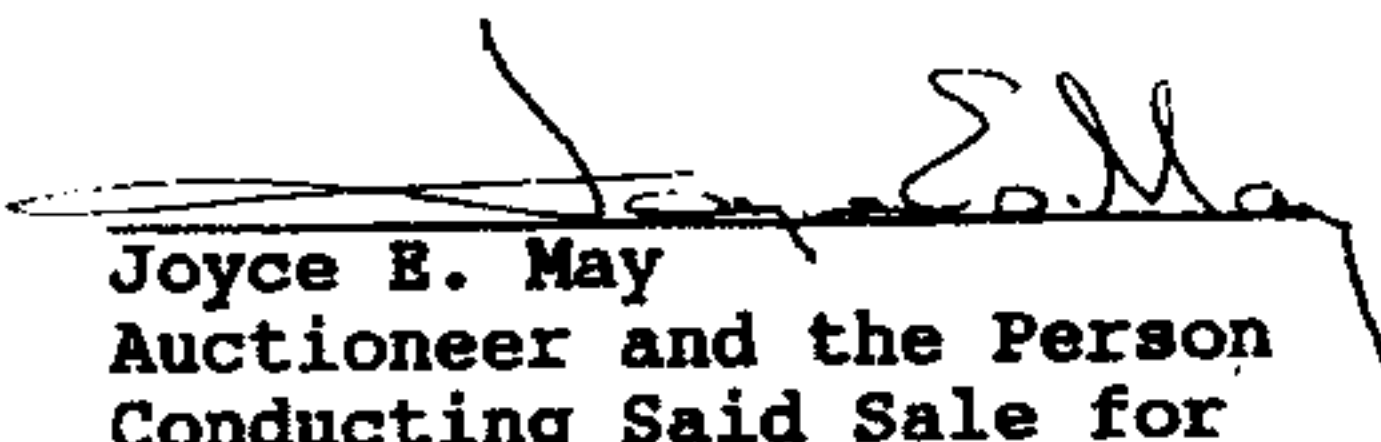
That part of the NW 1/4 of SE 1/4, Section 25, Township 19 South, Range 1 West, (less and except State of Alabama right of way as described in Deed Book 284, page 400, Probate Office of Shelby County, Alabama) more particularly described as follows:

Commence at the SW corner of the NW 1/4 of the SE 1/4 of said Section 25; thence North 1154.14 feet along said quarter line to the R.O.W. of U.S. Highway 280; thence 92 degrees 57'45" right 1293.15 feet along said R.O.W.; thence 68 degrees 51'37" right 80.41 feet along said R.O.W.; thence 68 degrees 51'37" left 2.08 feet along said R.O.W.; thence 87 degrees 02'15" right 1014.38 feet leaving said R.O.W.; thence 90 degrees 09'19" right 1318.59 feet to the point of beginning.

Subject to ad valorem taxes for the 1994 and 1995 tax years.
Subject to any and all easements and/or restrictions of record.

TO HAVE AND TO HOLD the above described property unto Elsie Oliver Loveless, her heirs and assigns forever; subject, however to the Statutory Right of Redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.

IN WITNESS WHEREOF, Hin Dot Law and wife, Yin Ping Law, by the said Elsie Oliver Loveless, have caused this instrument to be executed by Joyce E. May, as auctioneer conducting said sale for the mortgagee, and in witness whereof the said Joyce E. May has executed this instrument in her capacity as such auctioneer on this the 5th day of October, 1994.


Joyce E. May
Auctioneer and the Person
Conducting Said Sale for
the Mortgagee

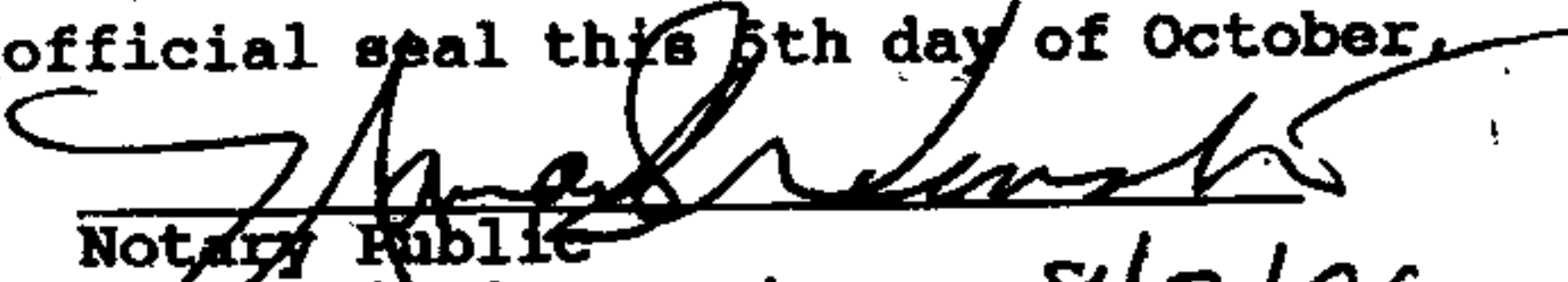
STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Joyce E. May, whose name as auctioneer and the person conducting said sale for the mortgagee, 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, she, in her capacity as such

Page Three
Mortgage Foreclosure Deed
Elsie Oliver Loveless

auctioneer and the person conducting said sale for the mortgagee,
executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of October,
1994.


Notary Public

My Commission Expires: 8/7/96

This Instrument Prepared By:

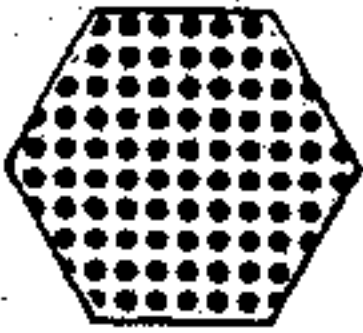
Joyce E. May
Attorney at Law
Suite 206-2101 Magnolia Avenue
Birmingham, Alabama 35205

Inst # 1994-30287

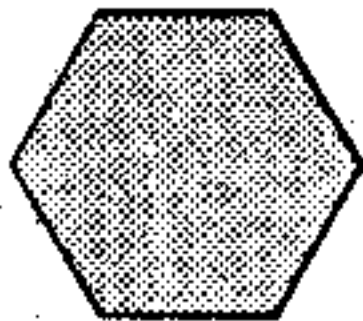
10/05/1994-30287
11:15 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 SNA 14.50

Part of Map #58-09-07-25

Territory Proposed for Annexation into Chelsea*



Territory Annexed at the Same Time into Chelsea



Town of Chelsea

Inst # 1995-21564

100-31564

10/1998-LE
ACCEPTED

5 PM CENTRAL TIME

CLAY COUNTY JUDGE OF PROBATE

008
034

