

City of Chelsea

P.O. Box 111
Chelsea, Alabama

Certification Of Annexation Ordinance

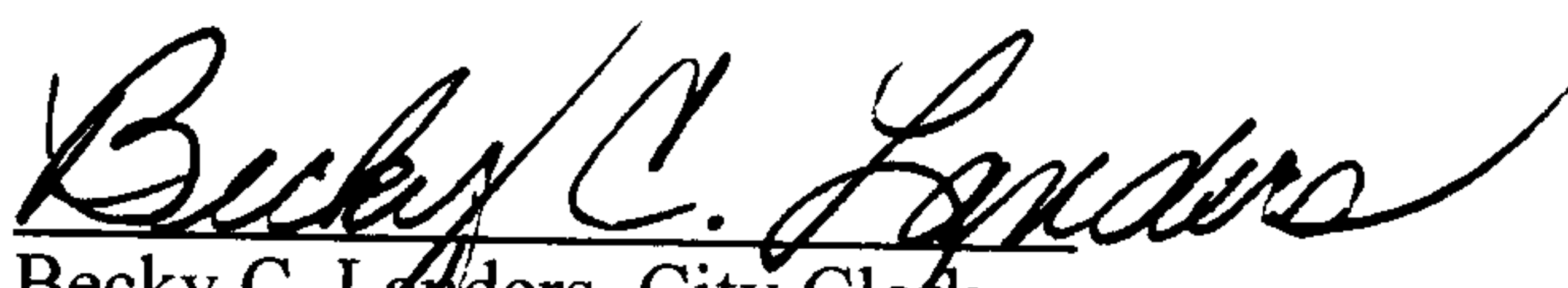
Ordinance Number: X-09-07-21-466

Property Owner(s): **Ashton Woods Sub-Division**

Property: Parcel IDs: 15-2-09-0-000-004.011	James & Debra Rooney
15-2-09-0-000-004.010	Robert & Caroleen Hodges
15-2-09-0-000-004.012	Paula & William Wilson
15-2-09-0-000-004.013	Paul & Kristen Warren
15-2-09-0-000-004.014	Constance M. Specht
15-2-09-0-000-004.015	Bruce A. Smith
15-2-09-0-000-004.016	Jason Lamar & Vicki Green
15-2-09-0-000-004.000	Jason Lamar & Vicki Green
15-2-09-0-000-004.031	James & Erin Castillo
15-2-09-0-000-004.030	Hai Dong & Khoa Huynh
15-2-09-0-000-004.029	William & Phylis Broadway
15-2-09-0-000-004.028	Carlos Sanders
15-2-09-0-000-004.027	Michael & Christy Bierlair
15-2-09-0-000-004.026	Kathy Joseph

I, Becky C. Landers, City Clerk of the City of Chelsea, Alabama, hereby certify the attached to be a true and correct copy of an Ordinance adopted by the City Council of Chelsea, at the regular meeting held on July 21st, 2009 as same appears in minutes of record of said meeting, and published by posting copies thereof on July 22nd, 2009, at the public places listed below, which copies remained posted for five business days (through July 27th, 2009).

Chelsea City Hall, 11611 Chelsea Road, Chelsea, Alabama 35043
Chelsea Middle School, 901 Highway 39, Chelsea, Alabama 35043
U.S. Post Office, Highway 280, Chelsea, Alabama 35043
Senior Center, 708 County Rd 36, Chelsea, Alabama 35043
City of Chelsea Website-www.cityofchelsea.com


Becky C. Landers, City Clerk

City of Chelsea, Alabama

Annexation Ordinance No X-09-07-21-465

Property Owner(s): **Ashton Woods Sub-Division**

Property: Parcel IDs:	15-2-09-0-000-004.011	James & Debra Rooney
	15-2-09-0-000-004.010	Robert & Caroleen Hodges
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	15-2-09-0-000-004.013	Paul & Kristen Warren
	15-2-09-0-000-004.014	Constance M. Specht
	15-2-09-0-000-004.015	Bruce A. Smith
	15-2-09-0-000-004.016	Jason Lamar & Vicki Green
	15-2-09-0-000-004.000	Jason Lamar & Vicki Green
	15-2-09-0-000-004.031	James & Erin Castillo
	15-2-09-0-000-004.030	Hai Dong & Khoa Huynh
	15-2-09-0-000-004.029	William & Phylis Broadway
	15-2-09-0-000-004.028	Carlos Sanders
	15-2-09-0-000-004.027	Michael & Christy Bierlair
	15-2-09-0-000-004.026	Kathy Joseph

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

Whereas, the attached written petition (as Exhibit A) that the above-noted properties be annexed to The City of Chelsea has been filed with the Chelsea City Clerk; and

Whereas, said petition has been signed by the owner(s) of said properties; and

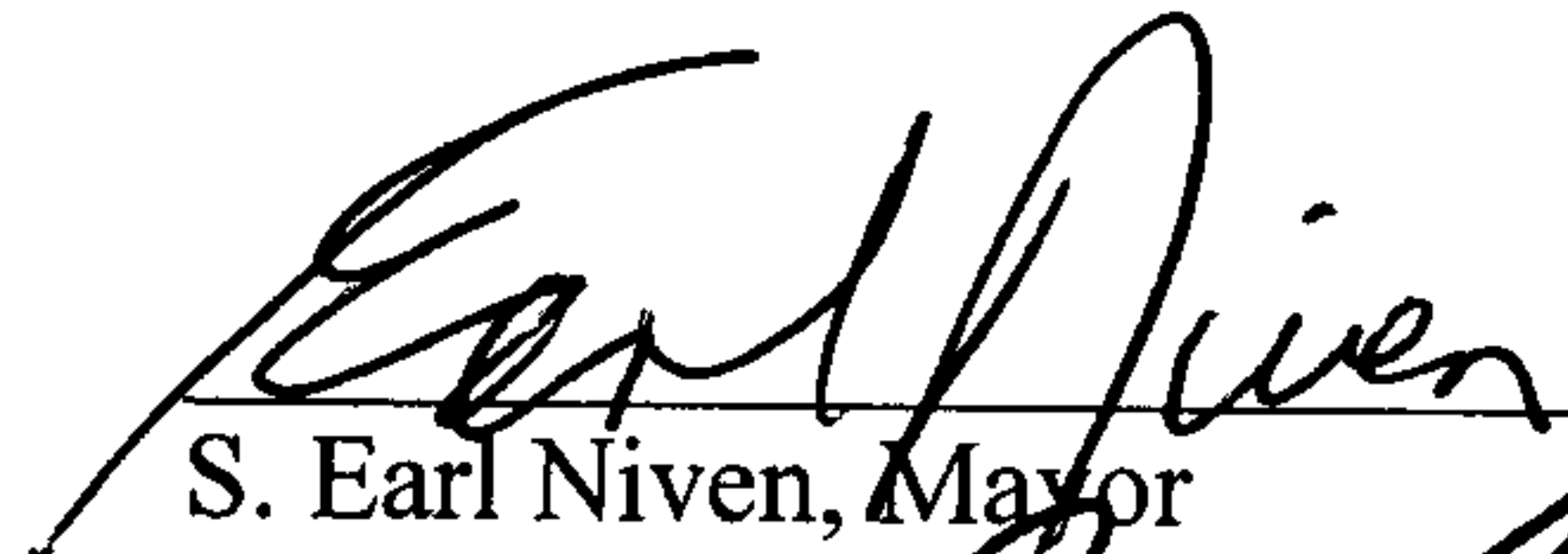
Whereas, said petition contains (as Petition Exhibit B) an accurate description of said properties together with a map of said properties (Exhibit C) showing the relationship of said properties to the corporate limits of Chelsea; and

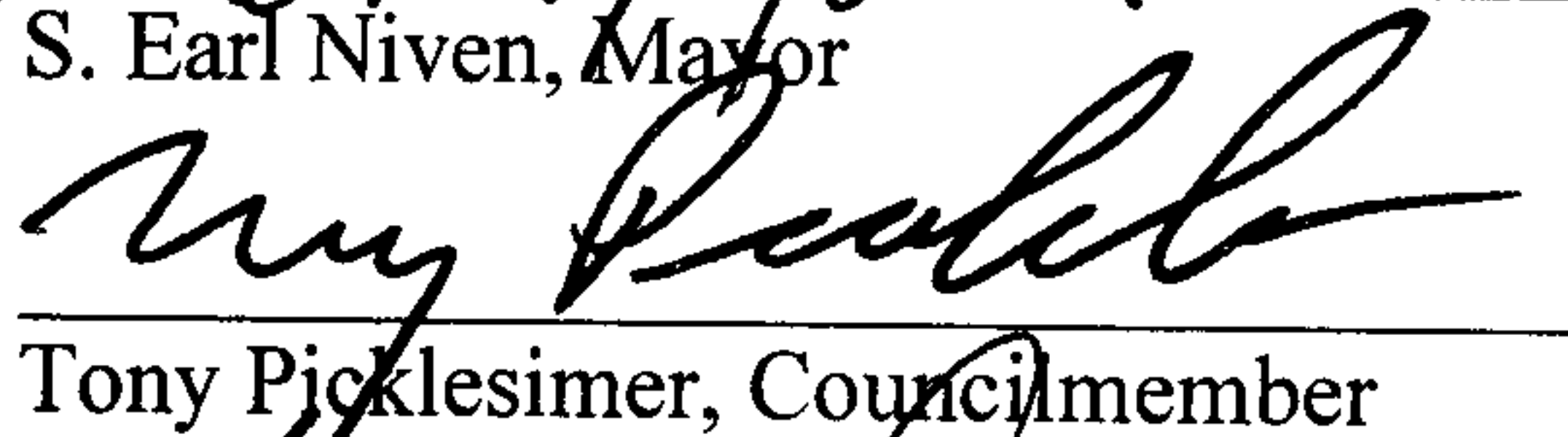
Whereas, said properties are contiguous to the corporate limits of Chelsea, or is a part of a group of properties submitted at the same time for annexation that are contiguous, and which due to existing residential use in a residential area that is currently used as a residential area (sub-division) by Shelby County it will be zoned **R2**;

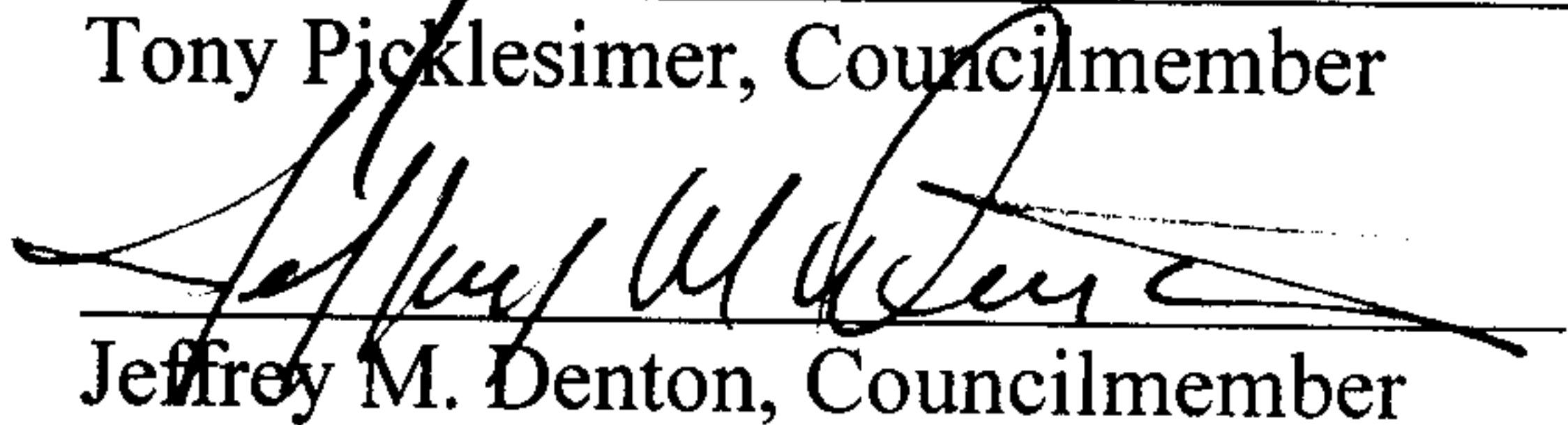
Whereas, said territory does not lie within the corporate limits or police jurisdiction of any other municipality

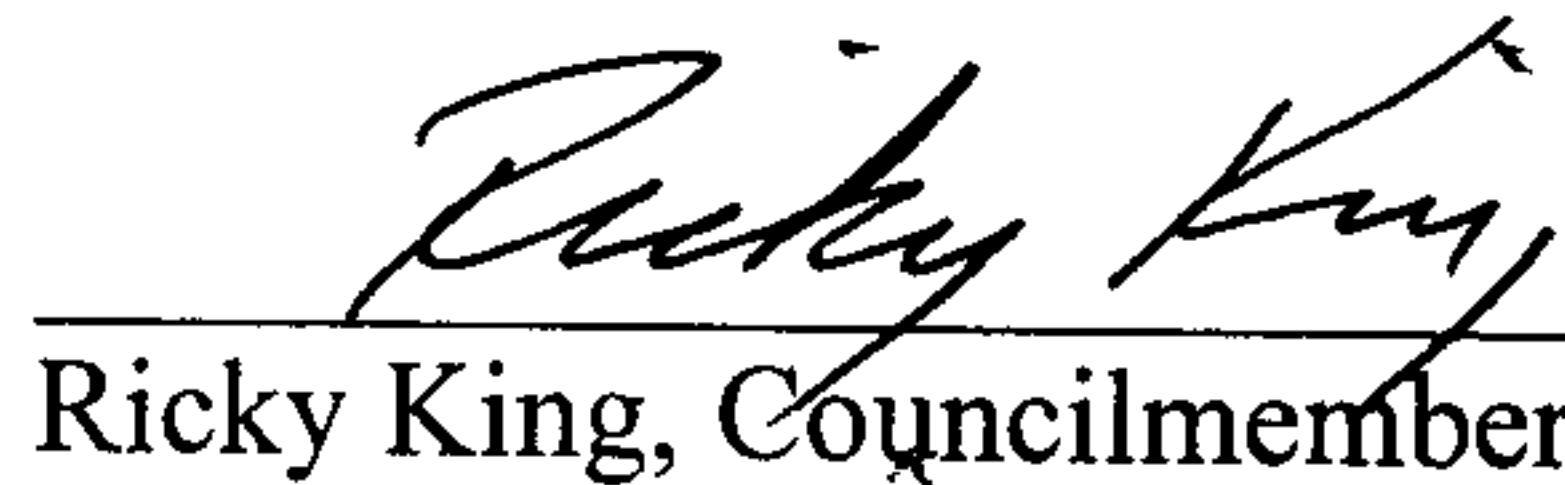
Therefore, be it ordained that the City Council of the City of Chelsea assents to the said annexation: and

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


S. Earl Niven, Mayor


Tony Picklesimer, Councilmember

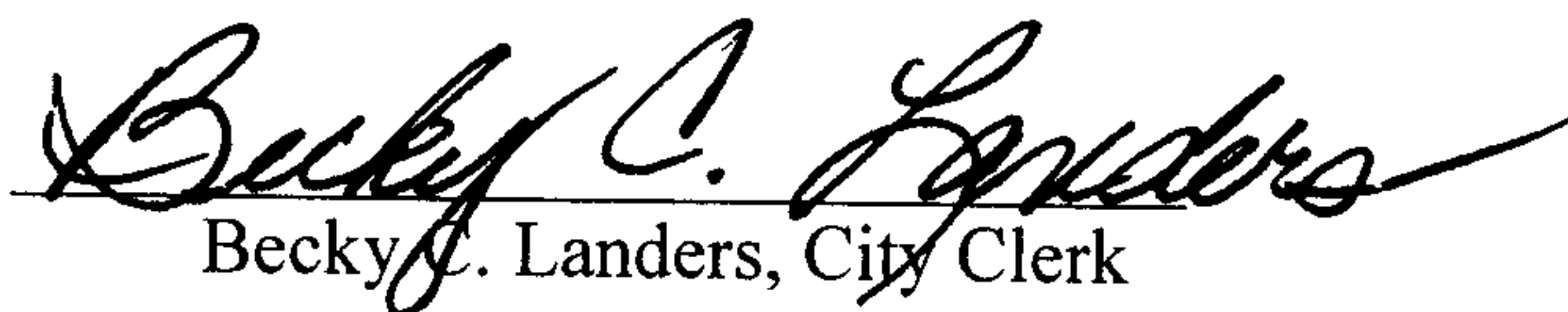

Jeffrey M. Denton, Councilmember


Ricky King, Councilmember


Robert Barnes, Councilmember


Juanita J. Champion, Councilmember

Passed and approved this 21st day of July, 2009


Becky C. Landers, City Clerk



20090811000309300 3/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

Petition Exhibit B

Property owner(s): Ashton Woods Sub-Division

Property: Parcel IDs:	15-2-09-0-000-004.011	James & Debra Rooney
	15-2-09-0-000-004.010	Robert & Caroleen Hodges
	15-2-09-0-000-004.012	Paula & William Wilson
	15-2-09-0-000-004.013	Paul & Kristen Warren
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	15-2-09-0-000-004.015	Bruce A. Smith
	15-2-09-0-000-004.016	Jason Lamar & Vicki Green
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	15-2-09-0-000-004.031	James & Erin Castillo
	15-2-09-0-000-004.030	Hai Dong & Khoa Huynh
	15-2-09-0-000-004.029	William & Phylis Broadway
	15-2-09-0-000-004.028	Carlos Sanders
	15-2-09-0-000-004.027	Michael & Christy Bierlair
	15-2-09-0-000-004.026	Kathy Joseph

Property Description

The above-noted properties for which annexation into Chelsea is requested in this petition, is described in the attached copies of the deeds (Petition Exhibit B), from *Map Book 23, Page 160*, *Map Book 29, Page 92*, and in *Map Book 27, Page 97*, in the Probate Office of Shelby County, Alabama.

Instrument #20050222000083790
Instrument #20020006513100000
Instrument #20010003580400000
Instrument #20040707000375380
Instrument #20000001685200000
Instrument #20000002489700000
Instrument #20060601000259510
Instrument #20050314000114430
Instrument #20020022859000000
Instrument #20010005644300000
Instrument #20060106000010660
Instrument #20020063888000000
Book #211, Page 558

Further, the said properties for which annexation into Chelsea is requested in this petition is shown in the indicated shaded area on the attached map in Petition Exhibit C. Said map also shows the contiguous relationship of said property to the corporate limits of Chelsea.

The said properties for which annexation into Chelsea is requested in this petition, does not lie within the corporate limits of any other municipality.



20090811000309300 4/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT



20090811000309300 5/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT



 Chelsea City Limits

 Area to be Annexed

ASHTON WOODS ANNEXATION

Exhibit C
X-09-07-21-466

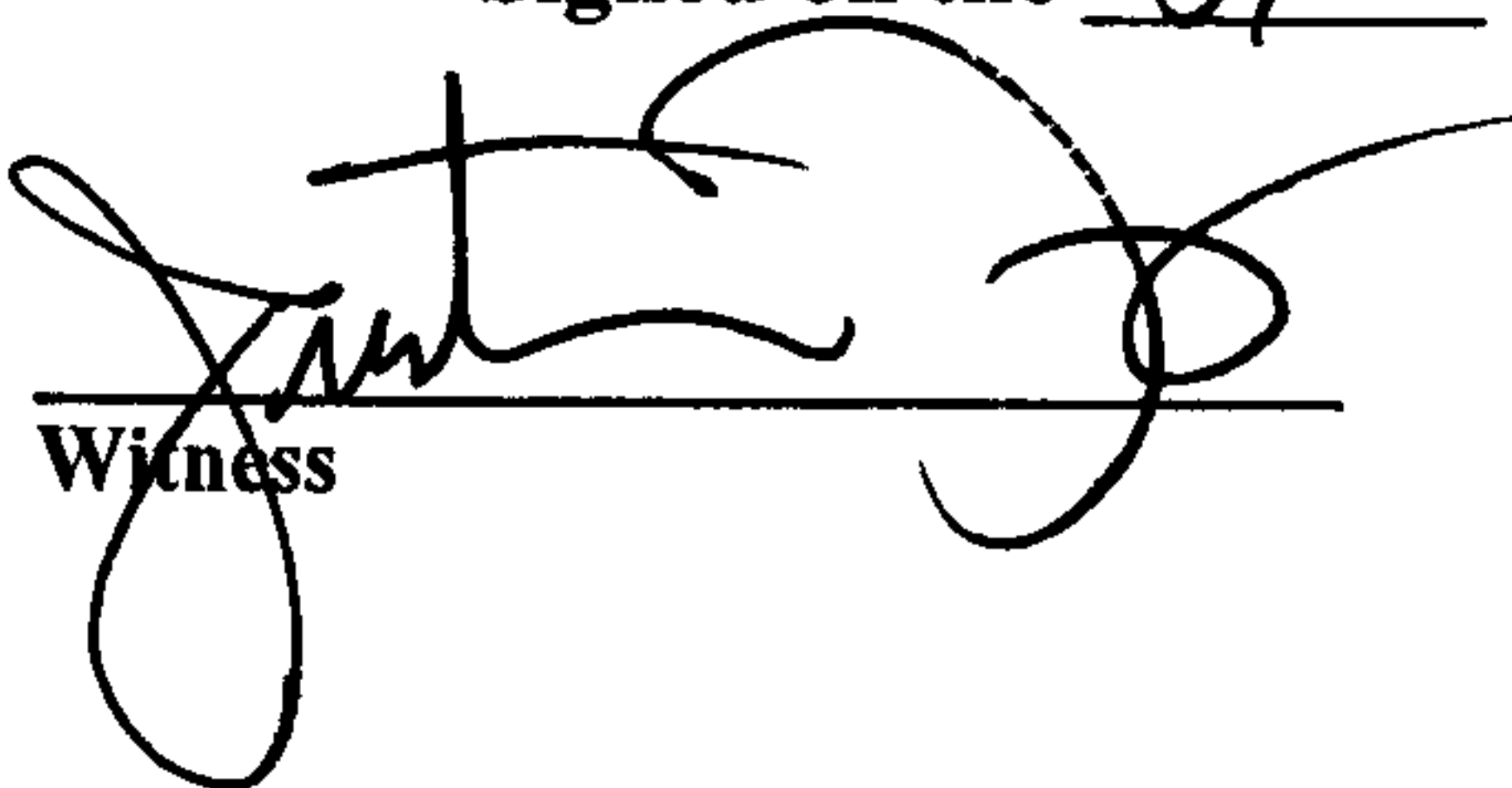
Tax Map ID#
15-2-04

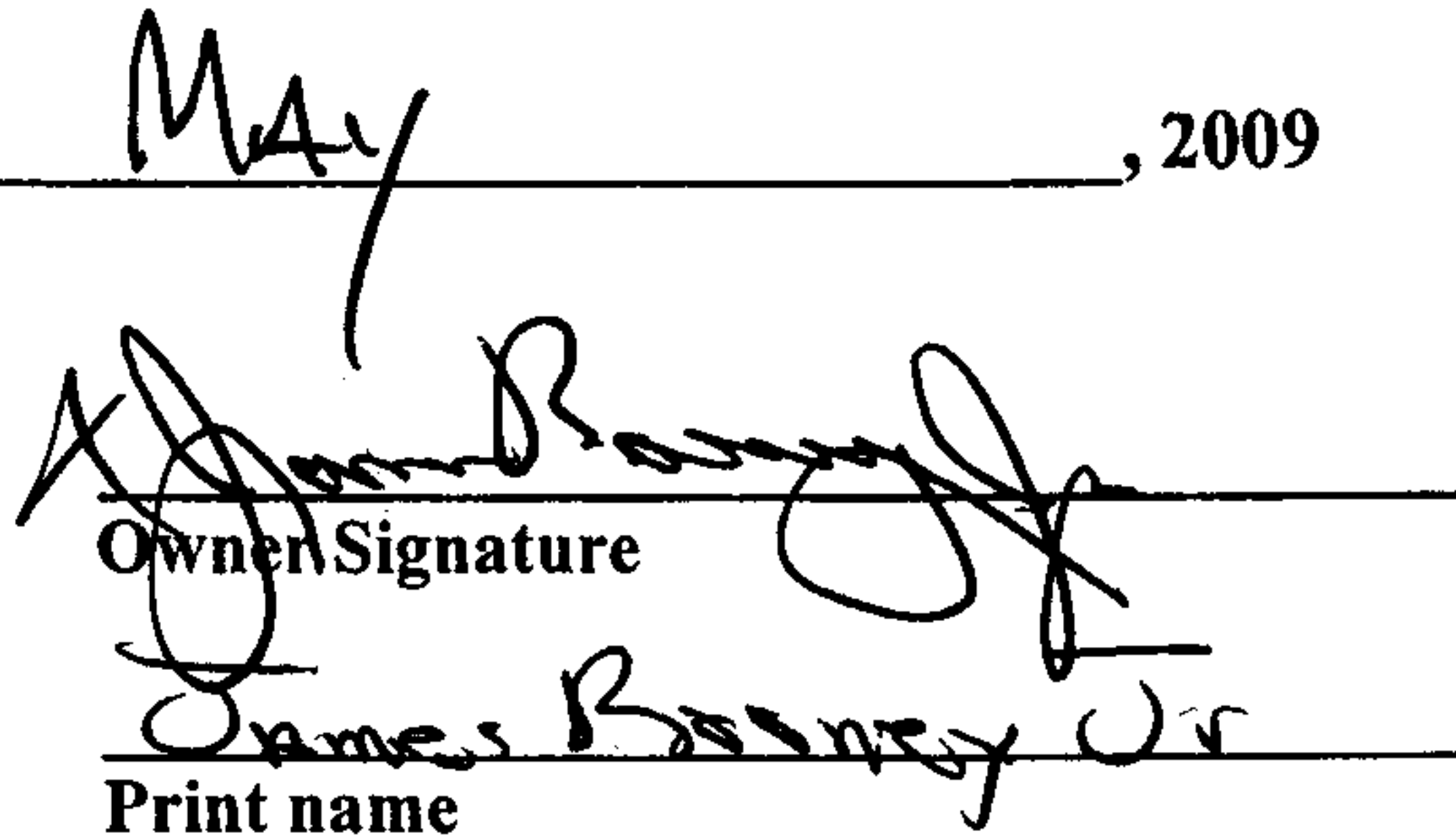
City Clerk
City of Chelsea
P.O. Box 111
Chelsea, Alabama 35043

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 City of Chelsea, or is a part of a group of properties which together are contiguous to the corporate limits of Chelsea, do hereby petition the City of Chelsea to annex said property into the corporate limits of the municipality.

Signed on the 31 day of May, 2009


Witness

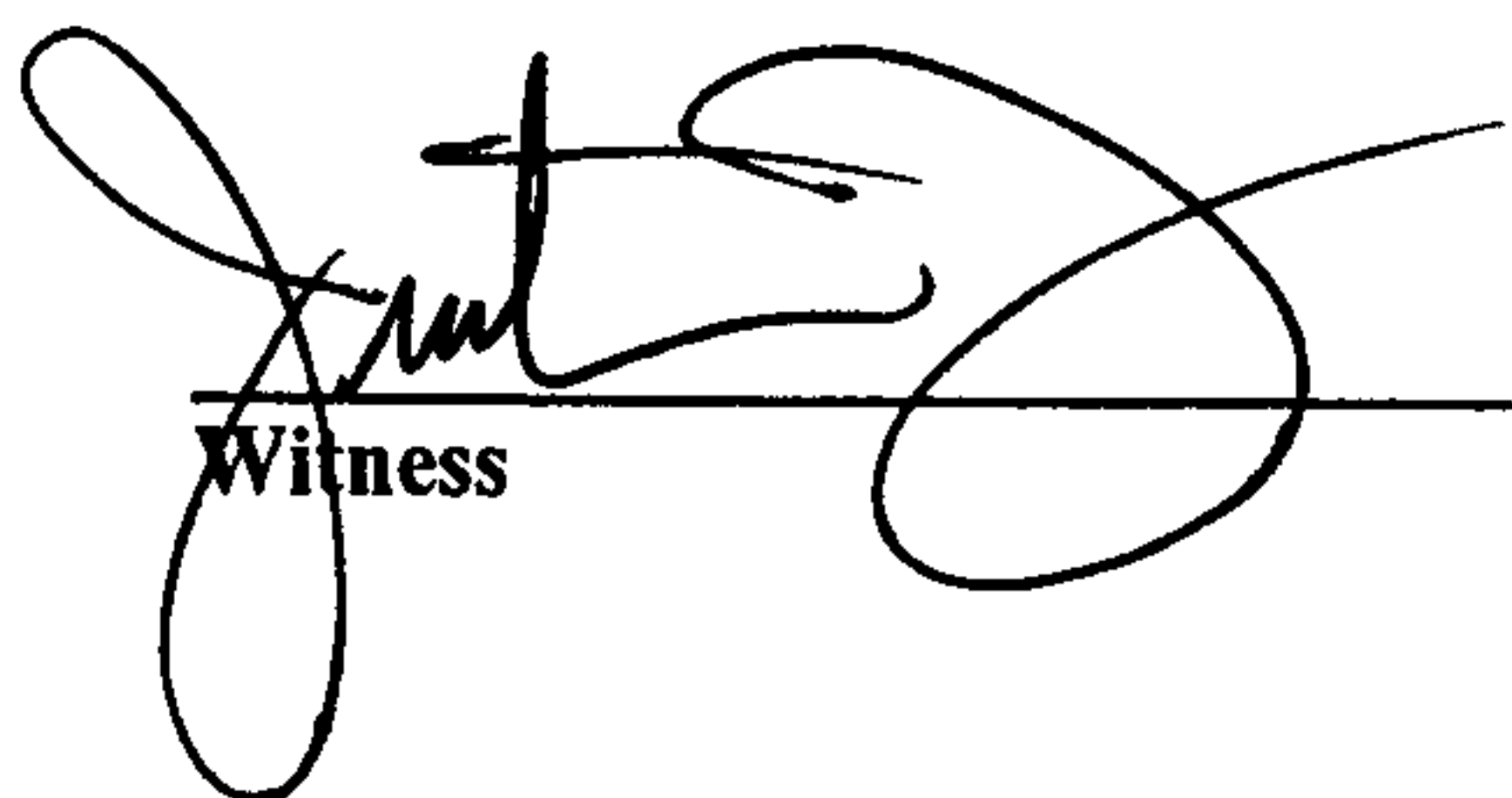

Owner Signature
James Rooney Jr
Print name

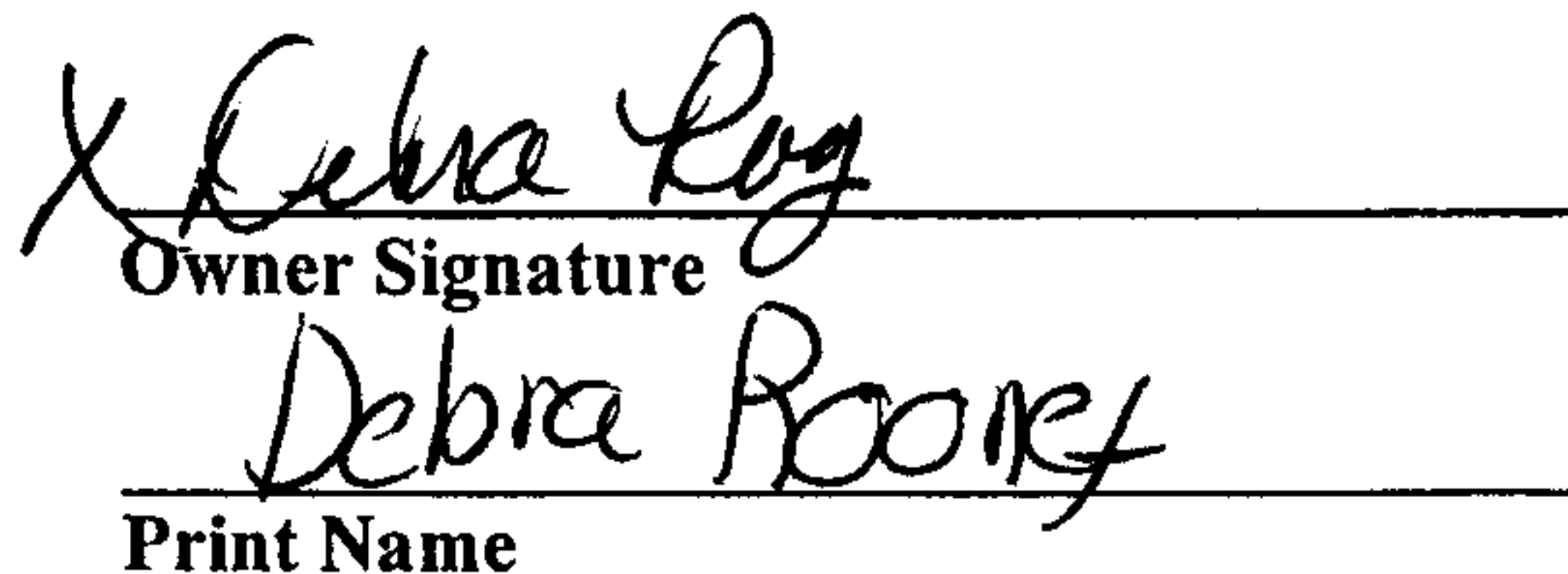
107 Woodland Circle
Mailing Address

Property Address (if different)

205 622 1329
205 678 0040
Telephone Number (Day)

205 678 0040
Telephone Number (Evening)


Witness


Owner Signature
Debra Rooney
Print Name

107 Woodland Circle
Mailing Address


Property Address (if different)

205-862-0469
Telephone number (Day)

205-678-0040
Telephone Number (Evening)

Number of people on property _____
Proposed Property Usage (Circle One)
Commercial or Residential

(All owners listed on the deed must sign)


20090811000309300 6/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

THIS INSTRUMENT PREPARED BY:
Courtney Mason & Associates, P.C.
1904 Indian Lake Drive, Suite 100
Birmingham, Alabama 35244
STATE OF ALABAMA)

GRANTEE'S ADDRESS:
James Rooney, Jr.
107 Woodland Circle
Chelsea, Alabama 35043

JOINT SURVIVORSHIP DEED

COUNTY OF SHELBY)

20050222000003790 Pg 1/2 \$4.00
Shelby Cnty Judge of Probate, AL
02/22/2005 10:51:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of One Hundred Sixty-Seven Thousand and 00/100 (\$167,000.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTORS, **Mark Ray Hager and Melody Hager, husband and wife** (hereinafter referred to as GRANTORS), the receipt whereof is hereby acknowledged, the GRANTORS do hereby give, grant, bargain, sell and convey unto the GRANTEES, **James Rooney, Jr. and Debra A. Rooney, husband and wife**, (hereinafter referred to as GRANTEES), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described Real Estate, lying and being in the County of SHELBY, State of Alabama, to-wit:

see attached legal description Exhibit "A"

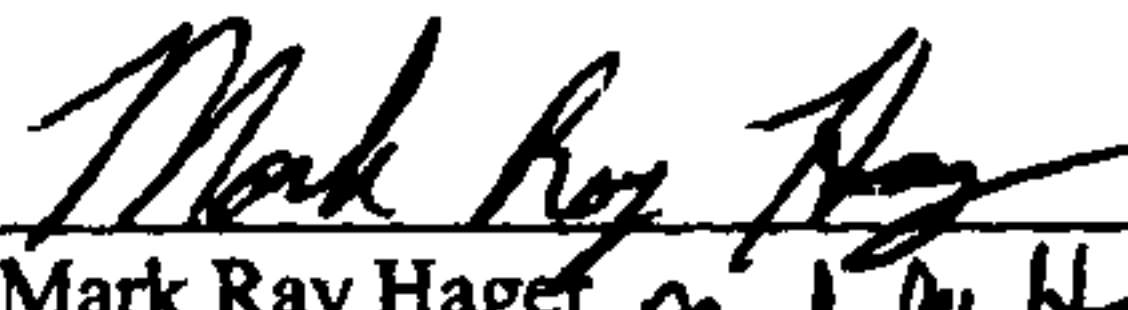
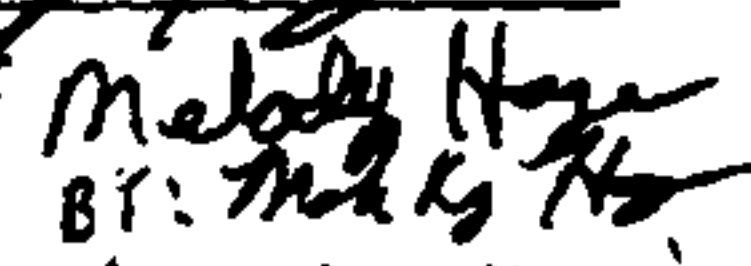
Subject to existing easements, current taxes, restrictions and covenants, set-back lines and rights of way, if any, of record.

\$127,000.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements 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, forever.

AND SAID GRANTORS, for said GRANTORS, GRANTORS' heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTORS are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTORS will, and GRANTORS' heirs, executors and administrators shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said GRANTORS have hereunto set their hands and seals this the 18th day of February, 2005.


Mark Ray Hager

Melody Hager
By: Mark Ray Hager
Her attorney in fact

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Mark Ray Hager, a married man whose name 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 Instrument, he signed his name voluntarily on the day the same bears date.
IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 18th day of February, 2005.

NOTARY PUBLIC
My Commission Expires
COURTNEY H. MASON, JR.
COMMISSION EXPIRES MARCH 5, 2007

20090811000309300 7/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

State of Alabama)
County of Shelby)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Mark Ray Hager, whose name as Attorney In Fact for Melody Hager, a married woman, 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, in his capacity as such Attorney in Fact, executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND SEAL THIS 18th DAY OF FEBRUARY, 2005

My Commission Expires:
3/5/07

COURTNEY H. MASON, JR.
COMMISSION EXPIRES MARCH 5, 2007

Exhibit "A"

200502220000083790 Pg 2/2 54.00
Shelby Cnty Judge of Probate, AL
02/22/2005 10:51:00 FILED/CERTIFIED

Lot 39, Ashton Woods, 1st Phase, as recorded in Map Book 23, Page 160, in the Probate Office of Shelby County, ALABAMA, less the following described part of Lot 39; Beginning at the locally accepted NW corner of Section 9, Township 20 South, Range 1 West, being marked by an existing old open top iron pin and being a common corner between Lots 39 and 40, run in a Northeasterly direction along the common line between said Lots 39 and 40 for a distance of 55.25 feet to a point on the Southwest right of way line of Woodland Circle and being on a curve, said curve being concave in a Northeasterly direction and having a radius of 55.00 feet and a central angle of 9 degrees 32 minutes 55 seconds, thence turn an angle to the right and run in a Southeasterly direction along the curved right of way line of said Woodland Circle for a distance of 9.17 feet; thence turn an angle to the right and run in a Southwesterly direction for a distance of 56.69 feet, more or less, to the point of beginning.

M.H. M.H.



20090811000309300 8/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

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

Signed on the 8 day of June, 2009

Witness

Owner Signature

Print name

Mailing Address

Property Address (if different)

Telephone Number (Day)

Telephone Number (Evening)

Owner Signature

Print Name

Mailing Address

Property Address (if different)

Telephone number (Day)

Telephone Number (Evening)

Number of people on property 2
Proposed Property Usage (Circle One)
Commercial or Residential

(All owners listed on the deed must sign)

20090811000309300 9/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

This instrument was prepared by:
B. CHRISTOPHER BATTLES
3150 HIGHWAY 52 WEST
PELHAM, AL. 35124

Send tax notice to:
Robert D. Hodges, Sr. and Caroleen B. Hodges
101 Woodland Circle
Chelsea, Alabama 35043

Inst # 2002-06513

STATE OF ALABAMA
COUNTY OF SHELBY

Know All Men by These Presents: That in consideration of **One hundred sixty thousand five hundred and no/100 (\$160,500.00)** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt where is acknowledged, I or we, **John Joseph Moore and Patti Price Moore, husband and wife** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **Robert D. Hodges, Sr. and Caroleen B. Hodges** (herein referred to as grantee, whether one or more), the following described real estate, situated in **Shelby County, Alabama**, to-wit:

Lot 38, according to the Survey of Ashton Woods, 1st Phase, as recorded in Map Book 23, Page 160, in the Probate Office of Shelby County, Alabama.

Robert D. Hodges, Sr. and Robert B. Hodges are one and the same person.

Caroleen B. Hodges and Caroleen Hodges are one and the same person.

Mineral and mining rights excepted.

\$90,500.00 of the purchase price recited above was paid from mortgage loan closed simultaneously herewith.

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



To Have and to Hold to the said grantee, 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 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 said grantee, his, her or 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 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 31st day of January, 2002.

Witness

Witness

 (Seal)
John Joseph Moore
 (Seal)
Patti Price Moore

STATE OF ALABAMA
COUNTY OF SHELBY


20090811000309300 10/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

I, **B. CHRISTOPHER BATTLES**, a Notary Public in and for said County, in said State, hereby certify that **John Joseph Moore and Patti Price Moore, husband and wife**, 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 this conveyance, they executed the same voluntarily on the day the same bears date.


Given under my hand and official seal this 31st day of January, 2002.



Notary Public
My Commission Expires: 02-25-05

02/07/2002-06513
09:57 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 CH 81.00

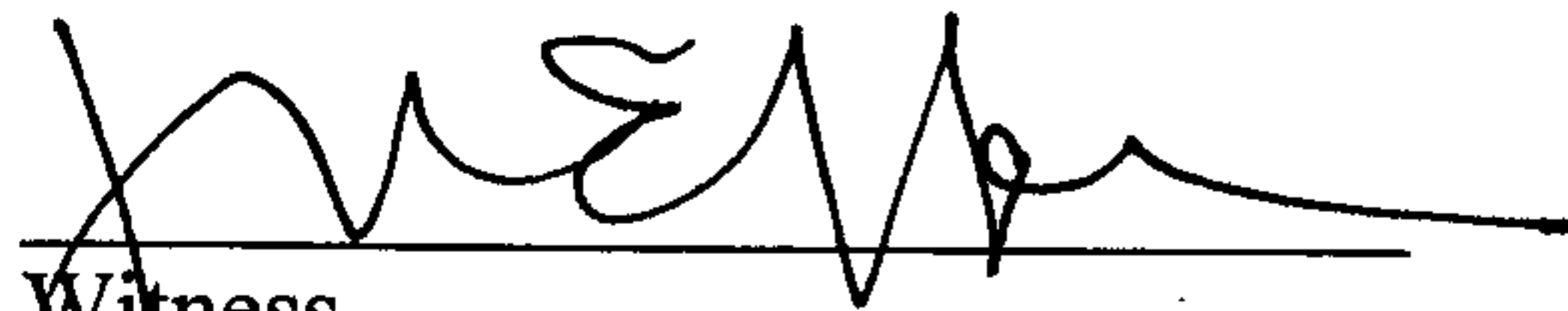
City Clerk
City of Chelsea
P. O. Box 111
Chelsea, Alabama 35043

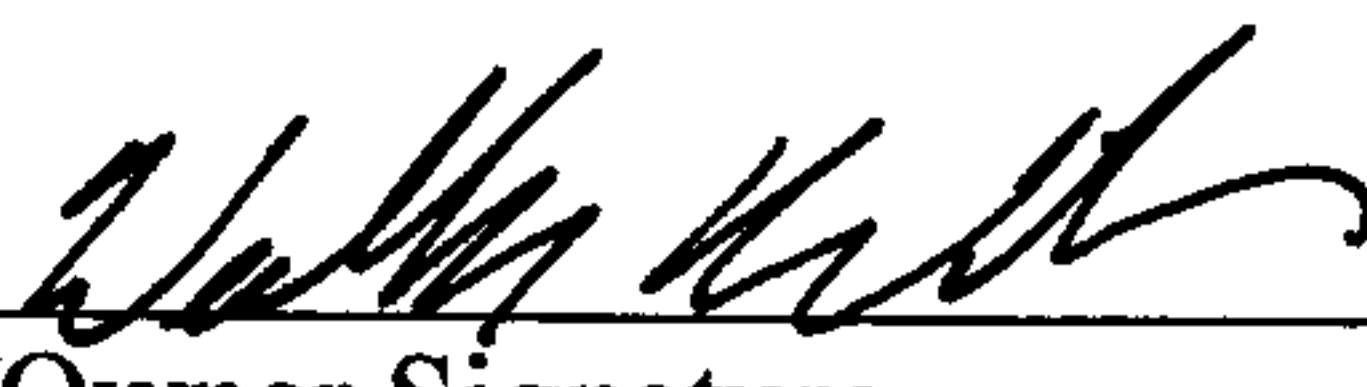

20090811000309300 11/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

Petition for Annexation

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

Done the 26 day of June, 2009.


Witness


Owner Signature

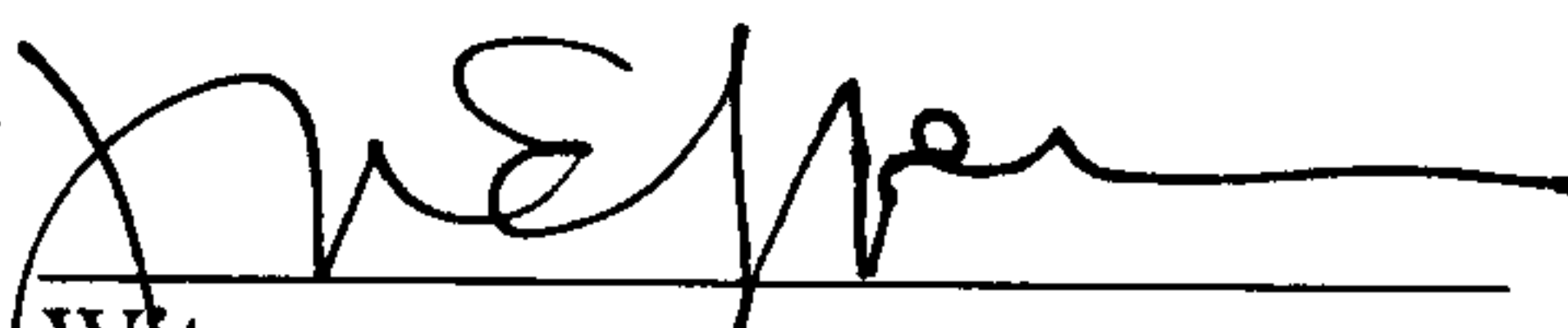
William Wilson
Print Name


144 Ashton Woods Drive
Mailing Address

Property Address (If different)

205 678-0980
Telephone Number (Day)

Telephone Number (Evening)


Witness


Owner Signature

Paula Wilson
Print Name

144 Ashton Woods Dr.
Mailing Address

Number of people on property _____

Proposed property usage: (Circle One)
Commercial Residential

SAME
Property Address (If different)

205 678 0980
Telephone Number (Day)

Telephone Number (Evening)

SEND TAX NOTICE TO:

Paula F. Wilson and William C. Wilson

**144 Ashton Woods Drive
Chelsea, AL 35043**

THIS INSTRUMENT PREPARED BY:

Claude McCain Moncus, Esq.
CORLEY, MONCUS & WARD, P.C.
400 Shades Creek Parkway, Suite 100
Birmingham, Alabama 35209
(205) 879-5959

2001-35804
08/21/2001-35804
03:21 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CH 18.00

WARRANTY DEED AND LIMITED POWER OF ATTORNEY

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of One Hundred Sixty Five Thousand Five Hundred Dollars and no/100 (\$ 165,500.00) to the undersigned Grantors in hand paid by the Grantees, whether one or more, herein, the receipt of which is hereby acknowledged, we, **Keith D. Long and wife, Tracy R. Long** (herein referred to as Grantors) do grant, bargain, sell and convey unto **Paula F. Wilson and husband, William C. Wilson** (herein referred to as Grantees) as individual owner or as joint tenants, with right of survivorship, if more than one, the following described real estate, situated in the State of Alabama, County of Shelby, to-wit:

Lot 37, according to the Survey of Ashton Woods, 1st Phase, as recorded in Map Book 23, Page 160, in the Probate Office of Shelby County, Alabama .

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

\$ 165,500.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD unto the said Grantee(s), his/her/their heirs and assigns, forever; it being the intention of the parties to this conveyance, that if more than one Grantee, then to the Grantees as joint tenants with right of survivorship (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantee(s) 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 Grantee(s), his/her/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 Grantee(s), his/her/their heirs, and assigns forever, against the lawful claims of all persons.

And we do by these presents make, constitute and appoint **Cendant Mobility Financial Corporation** ("Agent") and/or its authorized and designated agents or representatives, as our true and lawful agent and attorney-in-fact to do and perform for us in our name, place and stead, and for our use and benefit, to execute a standard form lien waiver and any and all documents necessary for delivery of this deed (including the dating of this deed as of the date of actual closing) and to complete the sale of the property herein described, including but not limited to the HUD-1 Settlement Statement, HUD-1 Certification, Affidavit of Purchaser and Seller, AHFA Bond Forms (Seller Affidavit), Lender Assumption Statements and/or Modification Agreement,



20090811000309300 12/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

Lender Compliance Agreement, and any other documents required for said sale and conveyance. We further give and grant unto our Agent full power and authority to do and perform every act necessary and proper to be done and the exercise of any of the foregoing powers as fully as we might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that our Agent shall lawfully do or cause to be done by virtue hereof. This power of attorney shall not be affected by disability, incompetency or incapacity of Principal, and shall be governed by the laws of the State of Alabama. This power of attorney is coupled with an interest and shall remain in force and effect until delivery of this deed and the sale closed, and shall not be revoked by either of the undersigned prior to said time.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 21st day of MAY, 2001.

Keith D. Long (SEAL)
Keith D. Long

Tracy R. Long (SEAL)
Tracy R. Long

State of Alabama
Shelby County

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **Keith D. Long and Tracy R. Long**, 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 foregoing, they executed the same voluntarily on the day the same bears date.


Given under my hand this the 21st day of May, 2001.

(SEAL)

Elaine E. Belton
Notary Public
My commission expires: 5/25/2003

Instructions to Notary: This form acknowledgment cannot be changed or modified. It must remain as written to comply with Alabama law. The designation of the State and the County can be changed to conform to the place of the taking of the acknowledgment.


(Cendant File #1213532/ LONG)


20090811000309300 13/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

Inst # 2001-35804

08/21/2001-35804
03:21 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CH 16.00

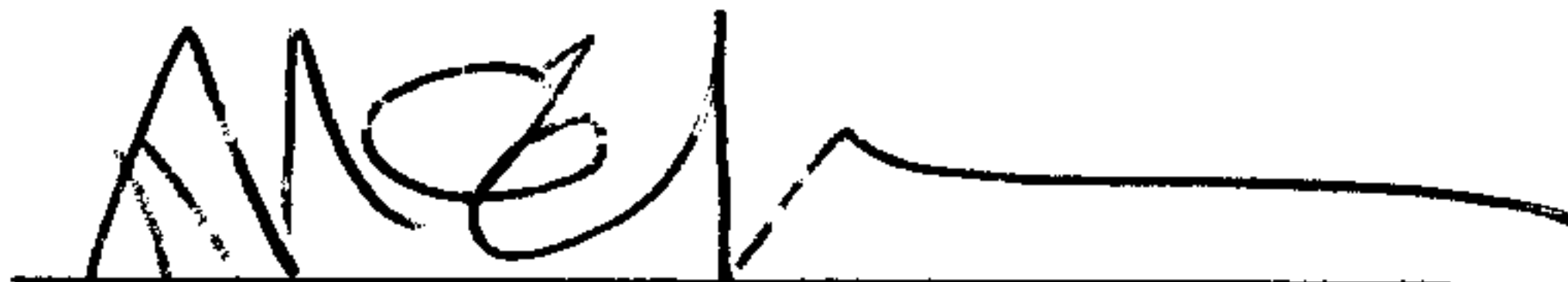
City Clerk
City of Chelsea
P. O. Box 111
Chelsea, Alabama 35043



20090811000309300 14/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

Petition for Annexation

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

Done the 15 day of June, 2008⁹


Witness


Owner Signature

Paul Warren
Print Name


150 Ashton Woods
Mailing Address


Chelsea, AL
35043

Same
Property Address (If different)

205 427 8923
Telephone Number (Day)

Same
Telephone Number (Evening)


Witness


Owner Signature

KRISTEN WARREN
Print Name

150 ASHTON WOODS DR.
Mailing Address

Number of people on property 5

SAME
Property Address (If different)

Proposed property usage: (Circle One)
Commercial Residential

427-8923
Telephone Number (Day)

SAME
Telephone Number (Evening)

20040707000375300 Pg 1/1 27.00
Shelby Cnty Judge of Probate, AL
07/07/2004 13:56:00 FILED/CERTIFIED

THIS INSTRUMENT PREPARED BY:
Ward, Parmer and Wilson, LLC
400 Shades Creek Parkway, Suite 100
Birmingham, Alabama 35209

GRANTEE'S ADDRESS:
Paul D. Warren
150 Ashton Woods Drive
Chelsea, Alabama 35043

STATE OF ALABAMA)

JOINT SURVIVORSHIP DEED

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of One Hundred Sixty-Two Thousand and 00/100 (\$162,000.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR, **Hester Development, Inc.** (hereinafter referred to as GRANTOR), the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEES, **Paul D. Warren and Wife Kristen Z. Warren**, (hereinafter referred to as GRANTEES), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described Real Estate, lying and being in the County of Shelby, State of Alabama, to-wit:

Lot 36, according tot he Survey of Ashton Woods, 1st Phase, as recorded in Map Book 23, Page 160 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to existing easements, current taxes, restrictions, set-back lines and rights of way, if any, of record.

\$129,600.00 and \$16,200.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements 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, forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTOR are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S heirs, executors and administrators shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said GRANTOR has hereunto set his hand and seal this the 1st day of July, 2004.

Hester Development, Inc..


By: Todd Hester,


STATE OF ALABAMA)
COUNTY OF JEFFERSON)

20090811000309300 15/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Todd Hester**, whose name as President of **Hester Development, Inc.** signed the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as President on the same that bears date.

Given under my hand and official seal this the 1st day of July, 2004.

[NOTARY SEAL]


NOTARY PUBLIC - Jeff W. Parmer
My commission expires: 9/27/2004



City Clerk
City 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 B" and which either is contiguous to the corporate limits of the City of Chelsea, or is a part of a group of properties which together are contiguous to the corporate limits of Chelsea, do hereby petition the City of Chelsea to annex said property into the corporate limits of the municipality.

Done the 7th day of July, 2009.

Jeanne Douch
Witness

Constantine M. Specht
Owner Signature

CONSTANTINE M. SPECHT
Print Name

156 ASHTON WOODS DRIVE
Mailing Address

Property Address (If different)


205-678-8340 (HOME)
Telephone Number (Day)

205-437-3009 (WORK)
Telephone Number (Evening)

Witness

Owner Signature

Print Name


20090811000309300 16/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

Mailing Address

Property Address (If different)

Telephone Number (Day)

Telephone Number (Evening)

Number of people on property 1

Proposed property usage: (Circle One)
Commercial Residential

THIS INSTRUMENT PREPARED BY:
Courtney Mason & Associates, P.C.
1904 Indian Lake Drive, Suite 100
Birmingham, Alabama 35244

GRANTEE'S ADDRESS
Constance M. Specht
156 Ashton Woods Drive
Chelsea, Alabama 35043

STATE OF ALABAMA)
COUNTY OF SHELBY)
CORPORATION
GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of One Hundred Forty-Nine Thousand and 00/100 (\$149,000.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR, Brantley Homes, Inc., a corporation (hereinafter referred to as GRANTOR), the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEE, Constance M. Specht, a single individual, (hereinafter referred to as GRANTEE), her heirs and assigns, the following described Real Estate, lying and being in the County of SHELBY, State of Alabama, to-wit:

Lot 35, according to the Survey of Ashton Woods 1st Phase, as recorded in Map Book 23, Page 160, in the Probate Office of Shelby County, Alabama.

Subject to existing easements, current taxes, restrictions, set-back lines and rights of way, if any, of record.

\$141,550.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEE, her heirs and assigns forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEE, and with GRANTEE'S heirs and assigns, that GRANTOR are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S heirs, executors and administrators shall, warrant and defend the same to said GRANTEE, and GRANTEE'S heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its Vice President, Rhonda A. Brantley who is authorized to execute this conveyance, hereto set her signature and seal this the 19th day of May, 2000

Brantley Homes, Inc.


By: Rhonda A. Brantley, Vice President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rhonda A. Brantley whose name as Vice President of Brantley Homes, 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

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 19th day of May, 2000


NOTARY PUBLIC

My Commission Expires: 2-20-03

MY COMMISSION EXPIRES ON FEBRUARY 20, 2003

Inst # 2000-16852

05/23/2000-16852
08:45 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 REG 16.00

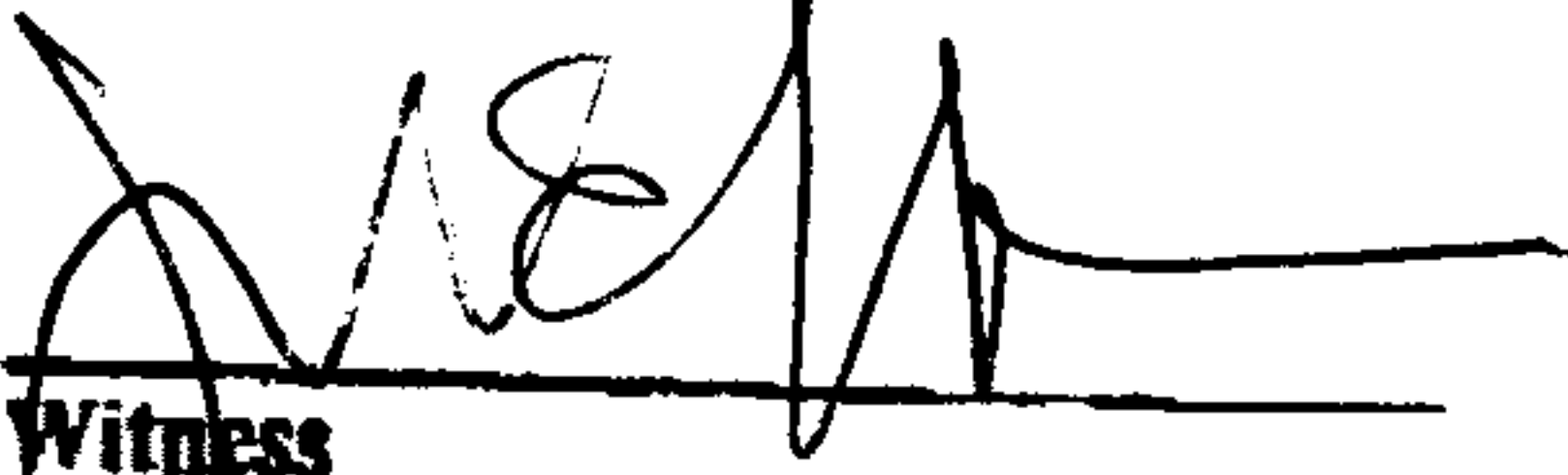

20090811000309300 17/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

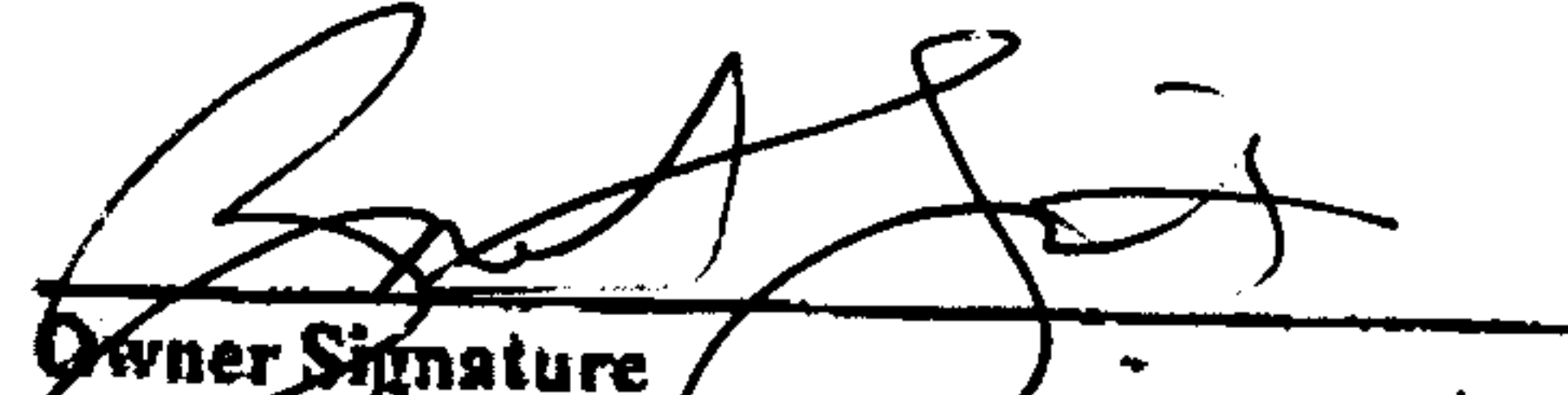
City Clerk
City of Chelsea
P.O. Box 111
Chelsea, Alabama 35043

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 City of Chelsea, or is a part of a group of properties which together are contiguous to the corporate limits of Chelsea, do hereby petition the City of Chelsea to annex said property into the corporate limits of the municipality.

Signed on the 12 day of June, 2009


Witness


Owner Signature
Bruce Smith
Print name

162 Ashton Woods Dr.
Mailing Address

Property Address (if different)

SAME
Telephone Number (Day)

205 678 8866
Telephone Number (Evening)

Witness

Owner Signature

Print Name

Mailing Address

Property Address (if different)

Telephone number (Day)

Telephone Number (Evening)

Number of people on property _____
Proposed Property Usage (Circle One)
Commercial or Residential

(All owners listed on the deed must sign)



20090811000309300 18/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

THIS INSTRUMENT PREPARED BY:
Courtney Mason & Associates, P.C.
1904 Indian Lake Drive, Suite 100
Birmingham, Alabama 35244

GRANTEE'S ADDRESS:
Bruce A. Smith
162 Ashton Woods Drive
Chelsea, Alabama 35043

STATE OF ALABAMA)
COUNTY OF SHELBY)
CORPORATION
GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of One Hundred Fifty Thousand and 00/100 (\$150,000.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR, **Brantley Homes, Inc., a corporation** (hereinafter referred to as GRANTOR), the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEE, **Bruce A. Smith, a single individual**, (hereinafter referred to as GRANTEE), his heirs and assigns, the following described Real Estate, lying and being in the County of SHELBY, State of Alabama, to-wit:

Lot 34, according to the Survey of Ashton Woods, 1st Phase, as recorded in Map Book 23 page 160, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to existing easements, current taxes, restrictions and covenants, set-back lines and rights of way, if any, of record.

\$145,500.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEE, his heirs and assigns forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEE, and with GRANTEE'S heirs and assigns, that GRANTOR are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S heirs, executors and administrators shall, warrant and defend the same to said GRANTEE, and GRANTEE'S heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its President, Bill Brantley who is authorized to execute this conveyance, hereto set his signature and seal this the 21st day of July, 2000.

Brantley Homes, Inc.


By: Bill Brantley, President

STATE OF ALABAMA)


COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bill Brantley, whose name as President of Brantley Homes, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 21st day of July, 2000.


NOTARY PUBLIC
My Commission Expires: _____

COURTNEY H. MASON, JR.
MY COMMISSION EXPIRES MARCH 5, 2003


20090811000309300 19/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

Inst # 2000-24897

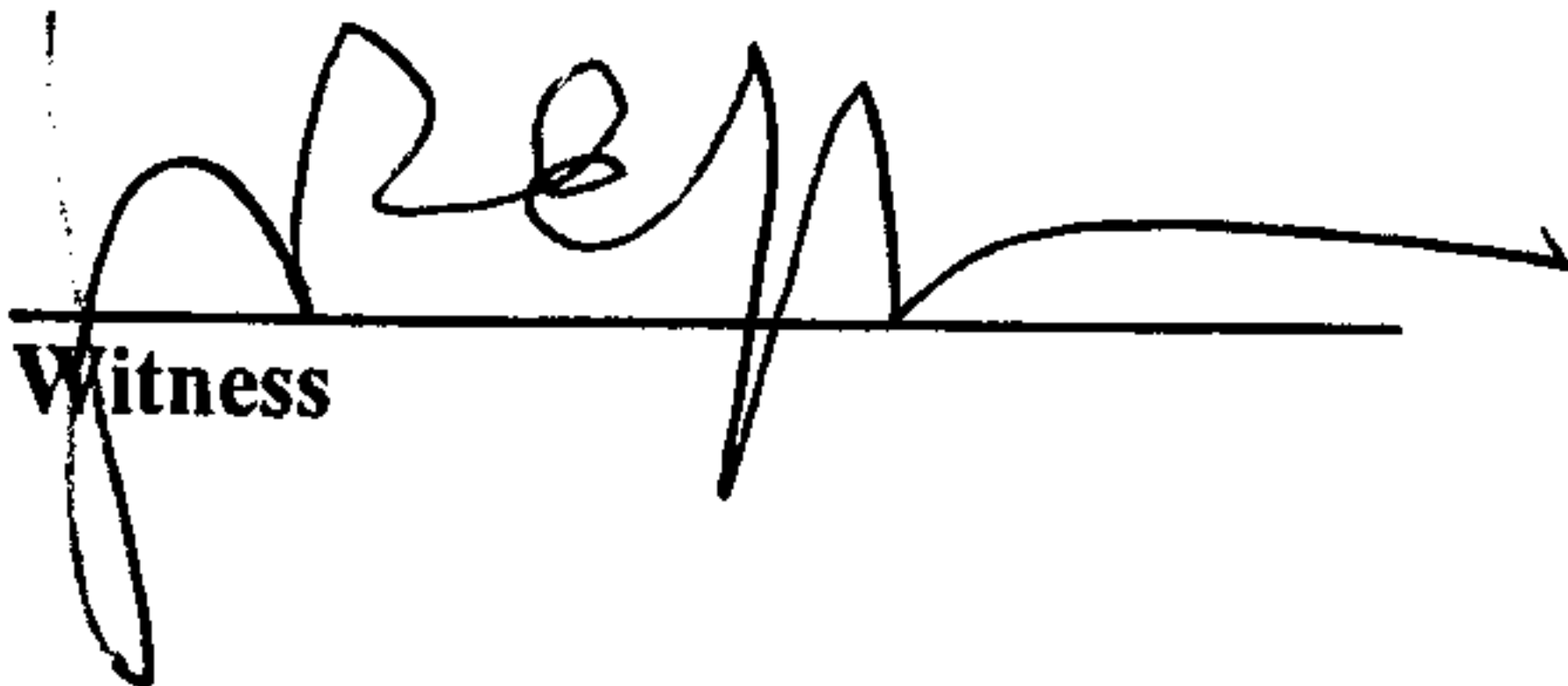
07/25/2000-24897
09:24 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 CJ1 13.00

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

Signed on the 14 day of June, 2009


Witness


Owner Signature

Vicki Green
Print name

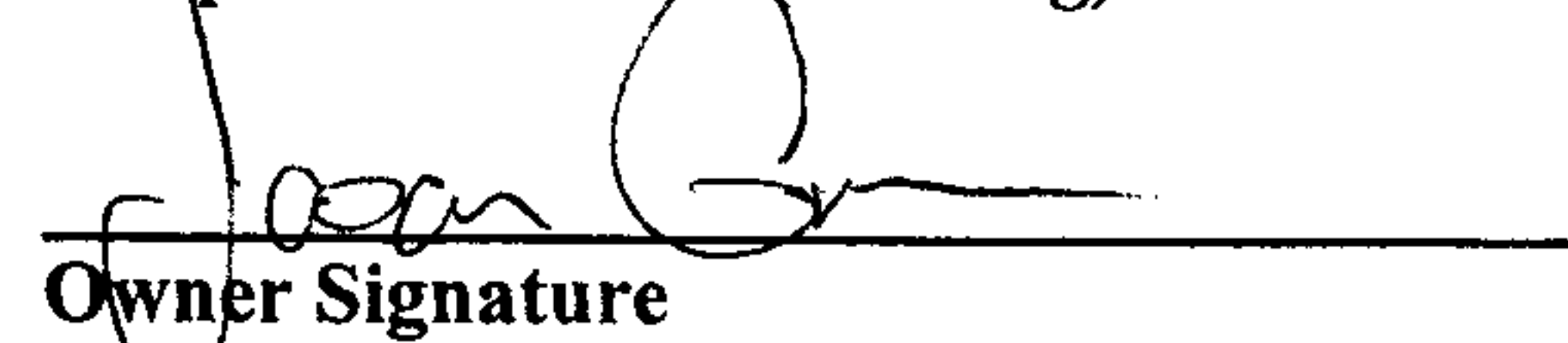
172 Ashton Woods Dr. Chelsea, AL
Mailing Address

Property Address (if different)

Telephone Number (Day)

205 678-7940

Telephone Number (Evening)


Owner Signature

JASON L. GREEN
Print Name

172 Ashton Woods Dr. Chelsea, AL
Mailing Address

Property Address (if different)

205 678-7940


Telephone number (Day)

205 281-7078

Telephone Number (Evening)

Number of people on property _____
Proposed Property Usage (Circle One)
Commercial or Residential

(All owners listed on the deed must sign)


20090811000309300 20/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

THIS INSTRUMENT PREPARED BY:
Courtney Mason & Associates, P.C.
1904 Indian Lake Drive, Suite 100
Birmingham, Alabama 35244
STATE OF ALABAMA)

GRANTEE'S ADDRESS:
Jason Lamar Green
172 Ashton Woods Drive
Chelsea, Alabama 35043

20090811000309300 21/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

JOINT SURVIVORSHIP DEED

COUNTY OF SHELBY)

20060601000259510 1/1 \$52.00
Shelby Cnty Judge of Probate, AL
06/01/2006 12:59:37PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of Two Hundred Five Thousand and 00/100 (\$205,000.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTORS, **Marion Neal Webster, a single individual, and Brooke Webster, a single individual** (hereinafter referred to as GRANTORS), the receipt whereof is hereby acknowledged, the GRANTORS do hereby give, grant, bargain, sell and convey unto the GRANTEES, **Jason Lamar Green and Vicki S. Green, husband and wife**, (hereinafter referred to as GRANTEES), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described Real Estate, lying and being in the County of SHELBY, State of Alabama, to-wit:

Parcel I :Lot 16, According to the revised final plat of Ashton Woods Phase two, as recorded in Map Book 29, Page 92, in the Probate Office of Shelby County, Alabama.

Parcel II: Lot 33, According to the Survey of Ashton Woods 1st Phase, as recorded in Map Book 23, Page 160, in the Probate Office of Shelby County, Alabama.

Subject to existing easements, current taxes, restrictions and covenants, set-back lines and rights of way, if any, of record.

\$164,000.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith. TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements 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, forever.

AND SAID GRANTORS, for said GRANTORS, GRANTORS' heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTORS are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTORS will, and GRANTORS' heirs, executors and administrators shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said GRANTORS have hereunto set their hands and seals this the 31st day of May, 2006.

Marion Neal Webster
by Brooke Webster
his attorney in fact
Marion Neal Webster
By: Brooke Webster
His Attorney in Fact
Brooke Webster
Brooke Webster

Shelby County, AL 06/01/2006
State of Alabama
Deed Tax: \$41.00

State of Alabama) County of Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brooke Webster, a single individual, whose name 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 THIS 31st DAY OF May, 2006

My commission expires: *2-20-07*

Notary Public
PEGGY I. MANN
COMMISSION EXPIRES FEB. 20, 2007

State of Alabama) County of Shelby)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Brooke Webster, whose name as Attorney In Fact for Marion Neal Webster, a single individual, 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, in her capacity as such Attorney in Fact, executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND THIS THE 31st DAY OF May, 2006

My Commission Expires: *2-20-07*

Notary Public

PEGGY I. MANN
COMMISSION EXPIRES FEB. 20, 2007

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 are 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 the 15 day of Jun 2001. 2009

Witness

Owner

James P. Castello
176 Ashton Woods Dr.
Mailing Address

Same
Property Address (if different)

~~910~~ 910-8221
Telephone Number

Witness

Owner

Jim Castello
176 Ashton Woods Drive
Mailing Address

Same
Property Address

~~910~~ 910-8221
Telephone number

(All owners listed on the deed must sign)




20090811000309300 22/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

THIS INSTRUMENT PREPARED BY:
MARK S. BOARDMAN
BOARDMAN, CARR, WEED & HUTCHESON, P.C.
400 BOARDMAN DRIVE
CHELSEA, ALABAMA 35043

Send Tax Notice to Grantee.
GRANTEES' ADDRESS:
James P. Castillo
176 Ashton Woods Drive
Chelsea, Alabama 35043

GENERAL WARRANTY DEED
(Joint Tenancy with Right of Survivorship)


20050314000114430 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
03/14/2005 03:10:51PM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of One Hundred Seventy-Two Thousand One Hundred and 00/100 (\$172,100.00) Dollars, and other good and valuable consideration, this day in hand paid to the undersigned GRANTORS, **Justin M. Thomason and Kimberly L. Thomason**, husband and wife, (hereinafter referred to as GRANTORS), the receipt whereof is hereby acknowledged, the GRANTORS do hereby give, grant, bargain, sell and convey unto the GRANTEES, **James P. Castillo and Erin R. Castillo**, husband and wife (hereinafter referred to as GRANTEES), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of revision, the following described Real Estate, lying and being in the County of Shelby, State of Alabama, to-wit:

Lot 15, according to the Revised Final Plat, Ashton Woods, Phase Two, as recorded in Map Book 29 page 92 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

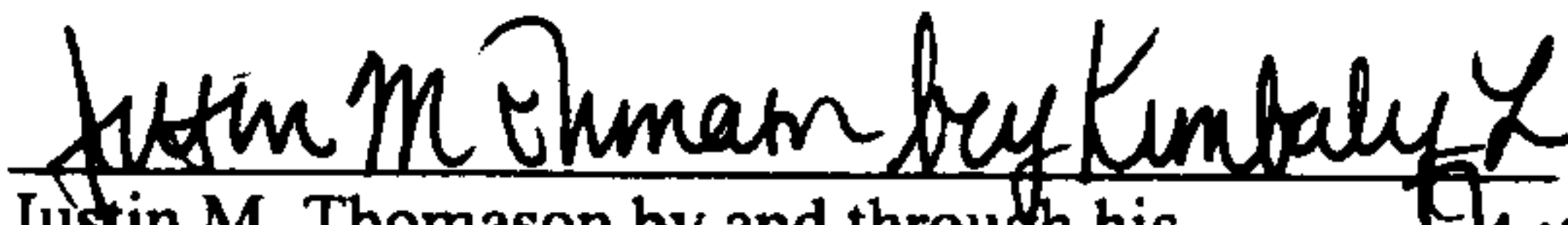
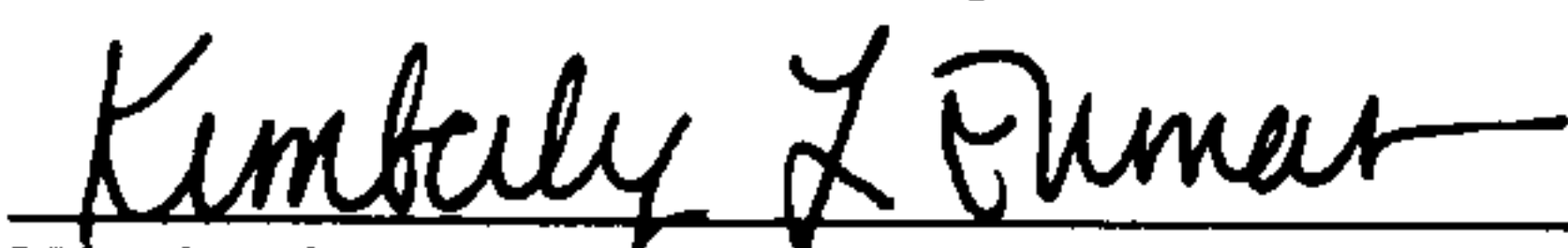
Subject to existing easements, current taxes, restrictions, set-back lines and rights of way, if any, of record. Subject to any accrued taxes or assessments not yet due and payable.


\$ 172,100.00 of the above recited purchase price was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements 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, forever.

AND SAID GRANTORS, for said GRANTOR, GRANTORS' heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTORS are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTORS will, and GRANTORS' successors, heirs, executors and administrators shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said GRANTORS, **Justin M. Thomason and Kimberly L. Thomason**, have hereunto set their hand and seal this the 3rd day of March, 2005.


Justin M. Thomason by and through his
Attorney in Fact Kimberly L. Thomason

Kimberly L. Thomason


20090811000309300 23/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

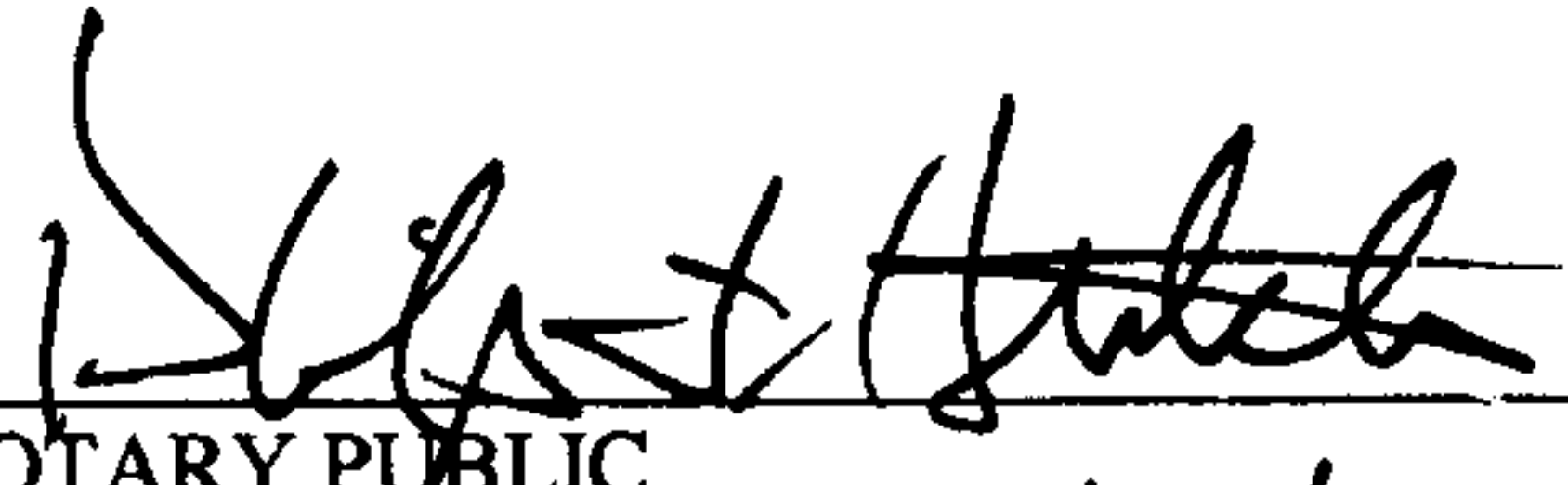
See Attached for Notary Acknowledgements

STATE OF ALABAMA)
COUNTY OF SHELBY)

20050314000114430 2/2 \$15.00
Shelby Cnty Judge of Probate, AL
03/14/2005 03:10:51PM FILED/CERT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kimberly L. Thomason whose name as Attorney in Fact for Justin M. Thomason, a married individual, 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 Instrument, she, in her capacity as such Attorney in Fact, executed the same voluntarily on the day the same bears date.


IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 3rd day of March, 2005.


NOTARY PUBLIC
My Commission Expires: 3/15/07

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Kimberly L. Thomason, whose name 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 Instrument signed her name voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 3rd day of March, 2005.


NOTARY PUBLIC
My Commission Expires: 3/15/07

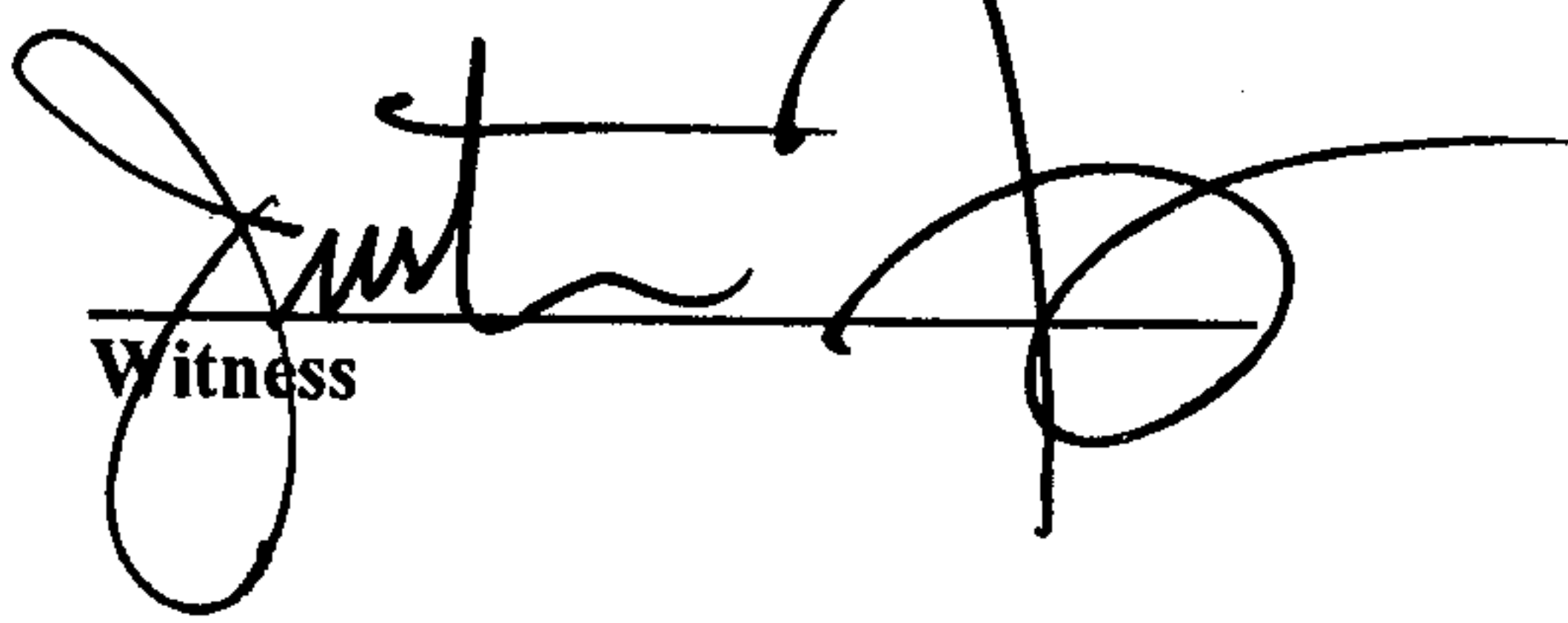
20090811000309300 24/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

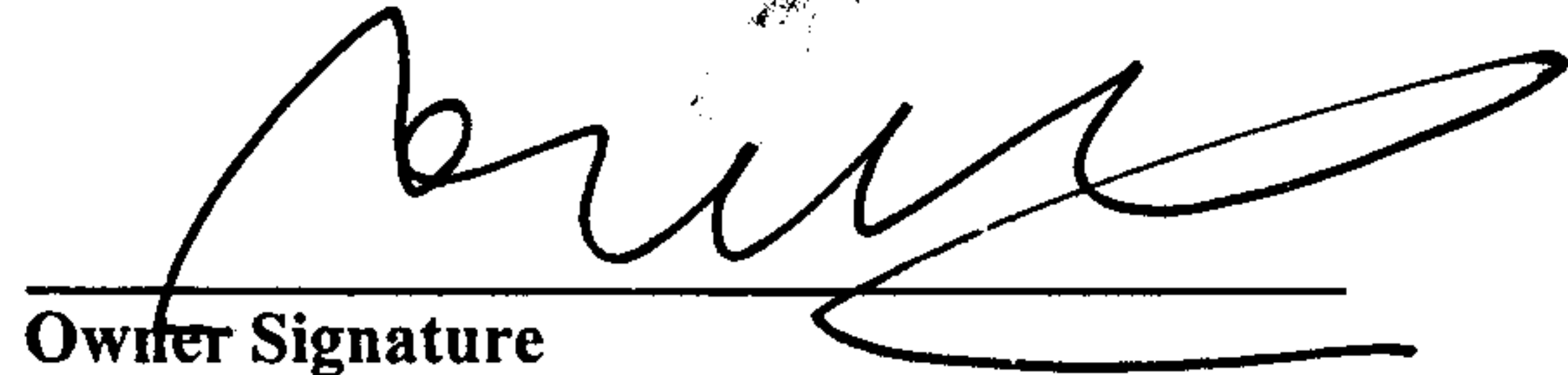
City Clerk
City of Chelsea
P.O. Box 111
Chelsea, Alabama 35043

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 City of Chelsea, or is a part of a group of properties which together are contiguous to the corporate limits of Chelsea, do hereby petition the City of Chelsea to annex said property into the corporate limits of the municipality.

Signed on the 16 day of June, 2009


Witness


Owner Signature

HAI DONG
Print name

180 ASHTON WOODS DR
Mailing Address

CHELSEA, AL 35043
Property Address (if different)

205-678-0170
Telephone Number (Day)

205-678-2795
Telephone Number (Evening)


Owner Signature

KHOA HUYNH
Print Name

Same
Mailing Address


Property Address (if different)

Telephone number (Day)

Telephone Number (Evening)

Number of people on property _____
Proposed Property Usage (Circle One)
Commercial or Residential

(All owners listed on the deed must sign)


20090811000309300 25/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

THIS INSTRUMENT PREPARED BY:
Courtney Mason & Associates, P.C.
1904 Indian Lake Drive, Suite 100
Birmingham, Alabama 35244

GRANTEE'S ADDRESS:
Hai Van Trung Dong
180 Ashton Woods Drive
Chelsea, Alabama 35043

STATE OF ALABAMA)
COUNTY OF SHELBY)
CORPORATION
JOINT SURVIVORSHIP DEED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of One Hundred Fifty-Four Thousand Six Hundred Fifty and 00/100 (\$154,650.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR, **Brantley Homes, Inc., a corporation** (hereinafter referred to as GRANTOR), the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEE, **Hai Van Trung Dong and Khoa Huynh, husband and wife**, (hereinafter referred to as GRANTEE), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described Real Estate, lying and being in the County of SHELBY, State of Alabama, to-wit:

Lot 14, according to the Survey of Revised Final Plat of Ashton Woods, Phase Two, as recorded in Map Book 29, Page 92, in the Probate Office of Shelby County, Alabama.

Subject to existing easements, current taxes, restrictions and covenants, set-back lines and rights of way, if any, of record.

\$146,917.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEE, 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 GRANTEE 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 GRANTEE herein shall take as tenants in common, forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEE, and with GRANTEE'S heirs and assigns, that GRANTOR are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S heirs, executors and administrators shall, warrant and defend the same to said GRANTEE, and GRANTEE'S heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its Vice President/Secretary, Rhonda Brantley who is authorized to execute this conveyance, hereto set her signature and seal this the 13th day of May, 2002.

Brantley Homes, Inc.


By: Rhonda Brantley, Vice President/Secretary

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rhonda Brantley, whose name as Vice President/Secretary of Brantley Homes, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 13th day of May, 2002.

NOTARY PUBLIC

My Commission Expires: 3/5/07

COURTNEY H. MASON, JR.
MY COMMISSION EXPIRES MARCH 5, 2003

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

Signed on the 8th day of June, 2009

[Signature]
Witness

[Signature]
Owner Signature

William Broadway
Print name

186 Ashton Woods Dr.
Mailing Address

Property Address (if different)

205-296-3649
Telephone Number (Day)

205-678-9299
Telephone Number (Evening)

[Signature]
Witness

[Signature]
Owner Signature

Phyllis Broadway
Print Name

186 Ashton Woods Dr.
Mailing Address

Number of people on property 3
Proposed Property Usage (Circle One)
Commercial or Residential

Property Address (if different)

205-913-4250
205-678-9299
Telephone number (Day)

205-678-9299
Telephone Number (Evening)

(All owners listed on the deed must sign)



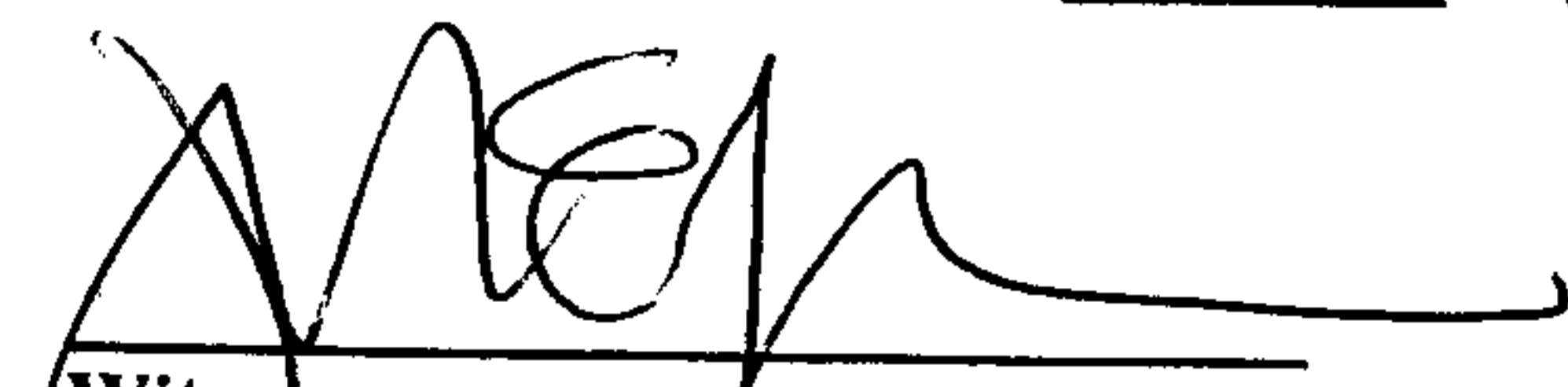
20090811000309300 27/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

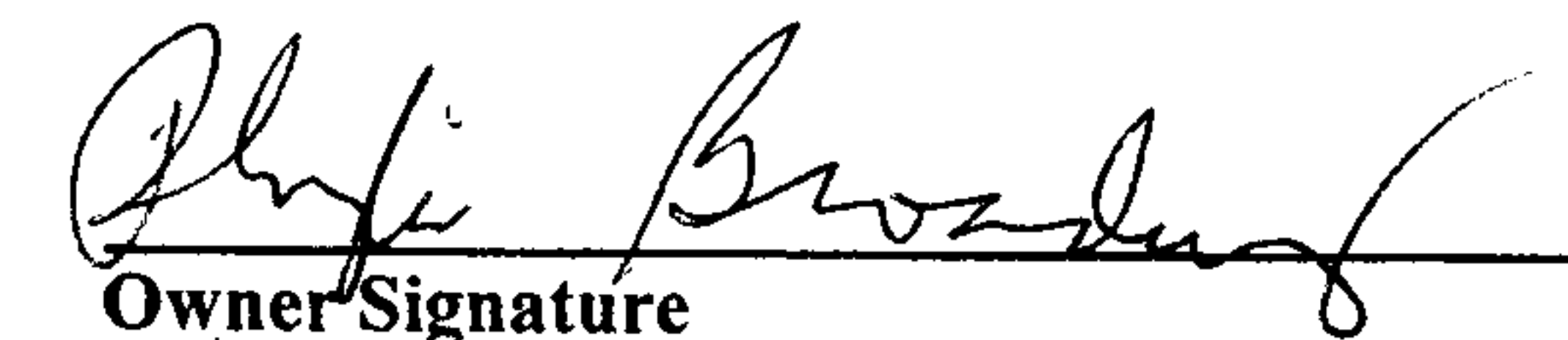
City Clerk
City of Chelsea
P.O. Box 111
Chelsea, Alabama 35043

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 City of Chelsea, or is a part of a group of properties which together are contiguous to the corporate limits of Chelsea, do hereby petition the City of Chelsea to annex said property into the corporate limits of the municipality.

Signed on the 15 day of June, 2009


Witness


Owner Signature

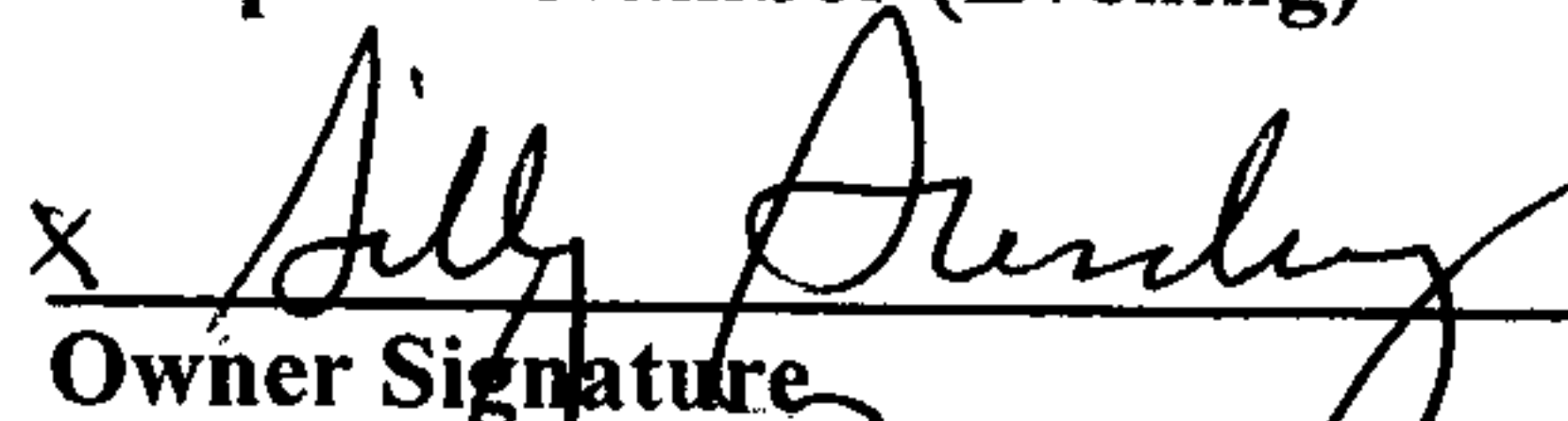
Phyllis Broadway
Print name

186 Ashton Woods Dr.
Mailing Address

Property Address (if different)

678-9299
Telephone Number (Day)

Telephone Number (Evening)

x 
Owner Signature

Billy Broadway
Print Name

186 Ashton Woods Dr.
Mailing Address

Property Address (if different)

Same
Telephone number (Day)

678 9299
Telephone Number (Evening)

Number of people on property _____
Proposed Property Usage (Circle One)
Commercial or Residential

(All owners listed on the deed must sign)



20090811000309300 28/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

THIS INSTRUMENT PREPARED BY:
Courtney Mason & Associates, P.C.
1904 Indian Lake Drive, Suite 100
Birmingham, Alabama 35244

GRANTEE'S ADDRESS:
William E. Broadway
186 Ashton Woods Drive
Chelsea, Alabama 35043

STATE OF ALABAMA)
COUNTY OF SHELBY)
CORPORATION
JOINT SURVIVORSHIP DEED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of One Hundred Seventy Thousand and 00/100 (\$170,000.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR, Brantley Homes, Inc, a corporation (hereinafter referred to as GRANTOR), the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEES, William E. Broadway and Phyllis Broadway, (hereinafter referred to as GRANTEES), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described Real Estate, lying and being in the County of SHELBY, State of Alabama, to-wit:

Lot 13, according to the Survey of Ashton Woods, Phase Two, as recorded in Map Book 27, Page 97, in the Probate Office of Shelby County, Alabama.

Subject to existing easements, current taxes, restrictions and covenants, set-back lines and rights of way, if any, of record.

\$144,500.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements 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, forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTOR are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S heirs, executors and administrators shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its Vice President, Rhonda Brantley who is authorized to execute this conveyance, hereto set her signature and seal this the 20th day of December, 2001.

Brantley Homes, Inc


By: Rhonda Brantley, Vice President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rhonda Brantley, whose name as Vice President of Brantley Homes, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 20th day of December, 2001.

NOTARY PUBLIC

My Commission Expires: 2-20-03

PEGGY L. MURPHREE
MY COMMISSION EXPIRES FEBRUARY 20, 2003

Inst # 2001-56443

12/26/2001-56443
09:28 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

001 MSD 36.50



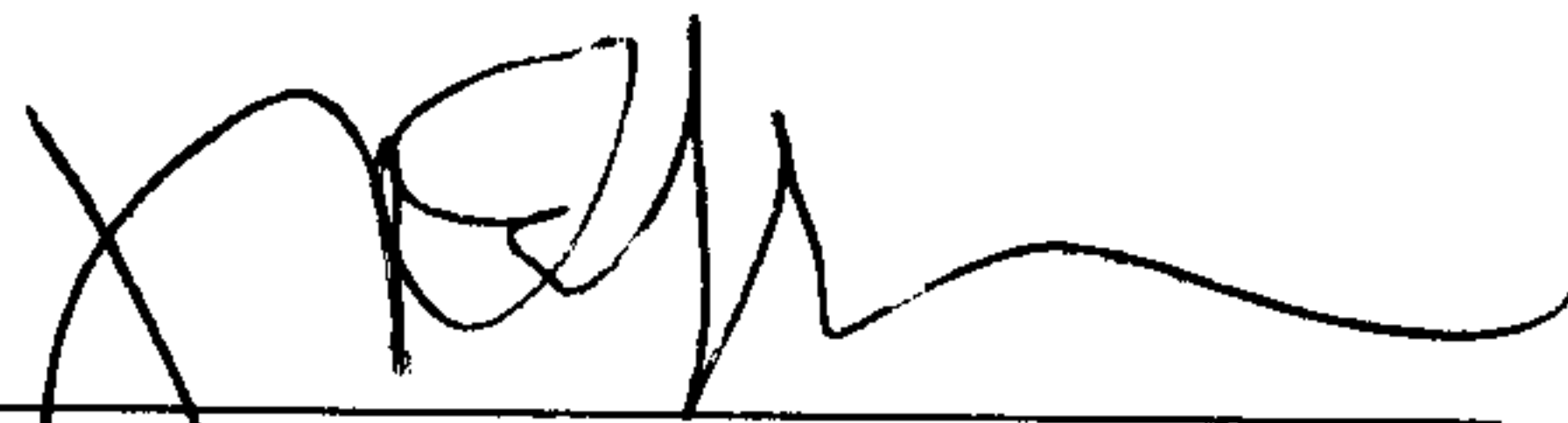
20090811000309300 29/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

City Clerk
City 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 B" and which either is contiguous to the corporate limits of the City of Chelsea, or is a part of a group of properties which together are contiguous to the corporate limits of Chelsea, do hereby petition the City of Chelsea to annex said property into the corporate limits of the municipality.

Done the 9 day of June, 2008.


Witness


Owner Signature

Carlos D Sanders
Print Name

190 Ashton Woods Dr
Mailing Address

Same
Property Address (If different)


678 345 4
Telephone Number (Day)

Telephone Number (Evening)

Witness

Owner Signature

Print Name


20090811000309300 30/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

Mailing Address

Property Address (If different)

Telephone Number (Day)

Telephone Number (Evening)

Number of people on property

Proposed property usage: (Circle One)
Commercial Residential

This instrument was prepared by

Paul D. Esco
Esco and Benson, Attorneys
547 South Lawrence Street
Montgomery, Alabama 36104

SEND TAX NOTICE TO:
Carlos Sanders

20060106000010660 1/1 \$12.00
Shelby Cnty Judge of Probate, AL
01/06/2006 10:58:38AM FILED/CERT

WARRANTY DEED

STATE OF ALABAMA
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of ONE HUNDRED NINETY SIX THOUSAND FIVE HUNDRED AND NO/100'S (\$196,500.00) DOLLARS to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, we, CASEY S. VANAUSDALL AND CARRIE P. VANAUSDALL, HUSBAND AND WIFE (herein referred to as GRANTORS, whether one or more), grant, bargain, sell and convey unto, CARLOS SANDERS (herein referred to as GRANTEE(S), whether one or more), the following described real estate, situated in SHELBY County, Alabama to-wit:

Lot 12, according to the Survey of Revised Final Plat of Ashton Woods
Phase Two, as recorded in Map Book 29, page 92, in the Probate Office of Shelby

\$196,500.00 of the consideration herein was derived from a mortgage loan closed simultaneously herewith.

This conveyance is made subject to covenants, restrictions, reservations, easements and rights-of-ways, if any, heretofore imposed of record affecting Grantor's title to said property, and municipal zoning ordinances now or hereafter becoming applicable and taxes or assessments now or hereafter becoming due against said property.

For ad valorem tax purposes the property address is 190 Ashton Woods Drive, Chelsea, Alabama 35043, Jefferson County, Alabama

The preparer of this instrument has served as a scrivener only and has not examined title to the property for purposes of Grantors's representations made herein or rendered any opinion with respect thereto.

And I do, for myself and for my heirs, executors and administrators, covenant with said GRANTEES, her heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I have a good right to sell and convey the same as aforesaid; that I will, and my 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, we, Casey S. VanAusdall and Carrie P. VanAusdall, husband and wife, have hereunto set my (our) hand(s) and seal(s) this 19th day of December, 2005.

Casey S. VanAusdall by Paula Adams as his attorney in fact.

(SEAL)

Carrie P. VanAusdall by Paula Adams as her attorney in fact.

(SEAL)

Carrie P. VanAusdall - By

State of Alabama
County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Casey S. VanAusdall and Carrie P. VanAusdall, husband and wife, by and through Paula Adams, their attorney in fact, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of December, 2005.

Patricia K. Martin
Notary Public

My commission expires: 6/28/08

20090811000309300 31/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

P.K. Martin

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

Signed on the 6 day of June, 2009

[Signature]
Witness

Markene Bierlein
Owner Signature

Markene Bierlein
Print name

194 Ashton Woods
Mailing Address

SAME
Property Address (if different)

Telephone Number (Day)

222 3230

Telephone Number (Evening)

Will Bil

Owner Signature

Michael Bierlein
Print Name

194 Ashton Woods
Mailing Address

194 Ashton Woods
Property Address (if different)

205 222 3230
Telephone number (Day)

Telephone Number (Evening)

Number of people on property _____
Proposed Property Usage (Circle One)
Commercial or Residential

(All owners listed on the deed must sign)



20090811000309300 32/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

THIS INSTRUMENT PREPARED BY:
Courtney Mason & Associates, P.C.
1904 Indian Lake Drive, Suite 100
Birmingham, Alabama 35244

GRANTEE'S ADDRESS:
Michael A. Bierlair
194 Ashton Woods Drive
Chelsea, Alabama 35043

STATE OF ALABAMA)
COUNTY OF SHELBY) CORPORATION
JOINT SURVIVORSHIP DEED

2002122000000000 Pg 1/1 13.50
Shelby Cnty Judge of Probate, AL
12/20/2002 15:52:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of One Hundred Forty-Four Thousand and 00/100 (\$144,000.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR, **Brantley Homes, Inc., a corporation** (hereinafter referred to as GRANTOR), the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEES, **Michael A. Bierlair and Christy J. Bierlair, husband and wife**, (hereinafter referred to as GRANTEES), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described Real Estate, lying and being in the County of SHELBY, State of Alabama, to-wit:

Lot 11, according to the Survey of Revised Final Plat Ashton Woods Phase Two, as recorded in Map Book 29, Page 92, in the Probate Office of Shelby County, Alabama.

Subject to existing easements, current taxes, restrictions and covenants, set-back lines and rights of way, if any, of record.

\$141,775.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements 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, forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTOR are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S heirs, executors and administrators shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its Vice President/Secretary, Rhonda Brantley who is authorized to execute this conveyance, hereto set her signature and seal this the 16th day of December, 2002.

Brantley Homes, Inc.

By: Rhonda Brantley, Vice President/Secretary

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rhonda Brantley, whose name as Vice President/Secretary of Brantley Homes, 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.


IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 16th day of December, 2002.

NOTARY PUBLIC
My Commission Expires: 3/5/03

COURTNEY H. MASON, JR.
MY COMMISSION EXPIRES MARCH 5, 2003

20090811000309300 33/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

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


20090811000309300 34/35 \$133.00
Shelby Cnty Judge of Probate, AL
08/11/2009 03:24:28 PM FILED/CERT

Petition for Annexation

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

Done the 6 day of July, 2009.

Witness

Louis Douglas Joseph (deceased)
Owner Signature

Print Name

Mailing Address

Property Address (If different)

Telephone Number (Day)

Telephone Number (Evening)

[Signature]
Witness

Kathy Joseph
Owner Signature

KATHY JOSEPH
Print Name

Number of people on property _____

Mailing Address
198 ASHTON WOODS DRIVE
135 Ashton Woods DR.
Property Address (If different)

Proposed property usage: (Circle One)
Commercial Residential

Same
Telephone Number (Day)

699-4632
Telephone Number (Evening)

This form furnished by:

Cahaba Title, Inc.

 Birmingham Office
 (205) 983-6600

 Mobile Office
 (205) 833-1571

This instrument was prepared by:

 (Name) Gail Owen
 (Address) Rt. 1
Columbiana, AL 35051

Send Tax Notice to:

 (Name) _____
 (Address) _____

7.730

WARRANTY DEED

STATE OF ALABAMA

SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of \$1.00 and exchange of properties
 to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,
Rodney E. Davis, a married man

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

L. Douglas Joseph
 my undivided interest in and to
 (herein referred to as grantee, whether one or more) the following described real estate, situated in
Shelby
County, Alabama, to-wit:

All that part of the SW 1/4 of NW 1/4 of Section 9, Township 20 South,
 Range 1 West, lying North and West of Yellow Leaf Branch;
 reserving, however, a 30 foot right of way for ingress and egress
 along the westerly line of said tract, said tract being 5 acres, more
 or less.

Also the East 26 acres of the SE 1/4 of NE 1/4 of Section 9, Township 20
 South, Range 1 West.

Together with a 30 foot right of way along the south side of the S 1/2
 of NE 1/4 of said Section 9 running from the Southwest corner of said
 26 acres in a westerly direction to the 60 foot gravel road designated
 by Gulf States Paper Corporation for ingress and egress to the public
 road.

 STATE OF ALA. SHELBY C.
 I CERTIFY THIS
 INSTRUMENT WAS FILED:

88 NOV -1 AM 10:00

JUDGE OF PROBATE

 1. Dead Tax \$ 800
 2. Mfg Tax 250
 3. Recording Fee 1.00
 4. Indexing Fee 1.35
 TOTAL 1235

 20090811000309300 35/35 \$133.00
 Shelby Cnty Judge of Probate, AL
 08/11/2009 03:24:28 PM FILED/CERT

This is not the homestead of the grantor

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 am (we 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 28th
 day of October 19 88

 _____ (Seal)
 _____ (Seal)
 _____ (Seal)

Rodney E. Davis (Seal)
 _____ (Seal)
 _____ (Seal)

STATE OF ALABAMA

Shelby

County }

General Acknowledgment

 I, the undersigned authority
 in said State, hereby certify that Rodney E. Davis

a Notary Public in and for said County,

 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, he executed the same voluntarily on the day the same bears date.

 Given under my hand and official seal, this 28th day of October 19 88

My Commission Expires:

Notary Public

#198