

This instrument prepared by

(Name) WILLIAM J. WYNN, ATTORNEY AT LAW

(Address) 2163 MONTGOMERY HIGHWAY, PELHAM, ALABAMA 35124

CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of SIXTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS

to the undersigned grantor, ROY MARTIN CONSTRUCTION INC.

a corporation,

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

JOHNNIE C. GRAFFEO AND WIFE, FANNIE M. GRAFFEO

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in SHELBY COUNTY, ALABAMA, TO-WIT:

Commence at the southwest corner of Section 7, Township 20, South, Range 2 West, Shelby County, Alabama, thence 23 deg. 42 min. right from the west line of said Section 7, a distance of 453.28 feet to a point; thence 25 deg. 54 min. right and along the center-line of Fungo Hollow Road a distance of 718.24 feet to a point; thence 90 deg. 0 min. right and 40 feet to a point on the east right-of-way line of said Fungo Hollow Road and the point of beginning of the property being described; thence continue along last described course 315.21 feet to a point; thence 90 deg. left 208.71 feet to a point; thence 90 deg. left 310.90 feet to a point on the said east right-of-way line of Fungo Hollow Road; thence southwesterly along a highway curve to the left, an arc distance of 60.46 feet to the end of said curve; thence continue southwesterly along said right-of-way 148.27 feet to the point of beginning.

Subject to:

19791128000153810 1/1 \$.00
Shelby Cnty Judge of Probate, AL
11/28/1979 12:00:00AM FILED/CERT

1. Ad Valorem taxes due and payable October 1, 1980.
2. Easements, restrictions, rights of ways, agreements, building lines, mineral and mining rights, if any, of record.

\$40,000.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously with delivery of this deed.

TO HAVE AND TO HOLD. To the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion. And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encumbrances,

that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, by its President, ROY MARTIN who is authorized to execute this conveyance, has hereto set its signature and seal, this the 21st day of November 19 79.

ATTEST:

ROY MARTIN CONSTRUCTION, INC.

By *[Signature]* President
ROY MARTIN

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned State, hereby certify that ROY MARTIN whose name as President of ROY MARTIN CONSTRUCTION, 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,

Given under my hand and official seal, this the 21st day of November 19 79.

W. J. WYNN
2163 MONTGOMERY HIGHWAY,
PELHAM, ALA. 35124

[Signature]
Notary Public