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Shelby Cnty Judge of Probate,AL  
06/23/1980 00:00:00 FILED/CERTIFIED

**LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama**

**KNOW ALL MEN BY THESE PRESENTS.**

That in consideration of Sixty-five Thousand, Seven Hundred, Fifty 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

Charles Beaty and Gale Beaty

(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:

Lot 62, according to the survey of Portsouth, Third Sector, as recorded in Map Book 7, Page 110, in the Probate Office of Shelby County, Alabama. Mineral and mining rights excepted.

SUBJECT TO: (1) Current taxes; (2) Title to all minerals within and underlying the premises, together with all mining rights, privileges and immunities relating thereto as described in Deed Book 259, Page 171 and Deed Book 246, Page 97; (3) Right-of-way to Colonial Pipe Line recorded in Deed Book 223, Page 431; (4) Public utility easements as shown by recorded plat, including 5' easement on south and west; (5) Building setback line of 35 feet reserved from Portsouth Lane as shown by recorded plat; (6) Right of way to Alabama Power Co. recorded in Deed Book 318, Page 11; (7) Restrictions, covenants and conditions recorded in Misc. Book 29, Page 557; (8) Agreement for Underground Residential Distribution with Alabama Power Co. recorded in Misc. Book 29, Page 400; (9) Restrictive covenants pertaining to Underground Distribution Line recorded in Misc. Book 29, Page 406; (10) Plantation Pipeline easements as shown by deed book 112, Page 320 and Misc. Book 26, Page 104.

\$62,950.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

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, unless otherwise noted above, 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 L. Martin who is authorized to execute this conveyance, has hereto set its signature and seal, this the 19 day of June, 19 80.

**ATTEST:**

STATE OF ALA. SHELBY CO.  
COUNTY CLERK  
JAN 10 1961

ROY MARTIN CONSTRUCTION, INC.

By Roy L. Martin President  
Roy L. Martin,

STATE OF ALABAMA  
COUNTY OF JEFFERSON

1960 JUN 23 AM 8:45

Dec. 3.00 Security 1102-431  
 Febr. 1.50  
 Total 4.50

a Notary Public in and for said County in said

I, the undersigned Roy L. Martin a Notary Public in and for said County in said State, hereby certify that 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 19 day of June, 1980.

P. O. Box 35205  
BIRMINGHAM, ALABAMA 35205

Notary Public