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This Instrument Was Prepared By: Frank K. Bynum, Esquire #17 Office Park Circle Birmingham, Alabama 35223

1594

SEND TAX NOTICE TO: Shu-pong Sun 3608 Cahaba Beach Road Birmingham, AL 35242

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF SHELBY

That in consideration of FIFTY TWO THOUSAND ONE HUNDRED TWO AND 98/100 DOLLARS (\$52,102.98) and the assumption of the hereinafter described mortgage, to the undersigned grantor in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, ELIZABETH GULLEDGE and husband, G. A. GULLEDGE, (herein referred to as Grantors) do grant, bargain, sell and convey unto SHU-PONG SUN AND PHYLLIS SUN (herein referred to as Grantees) as joint tenants, with right of survivorship, the following described real estate, situated in the State of Alabama, County of Shelby, to-wit:

Commence at the SE corner of NW 1/4 of NW 1/4 of Section 31, Township 18 South, Range 1 West and from said corner run North along the east boundary of said quarter-quarter section 660 feet; thence west parallel with the north boundary line of said forty to the SE corner of J. B. Acton's property on the west side of the Cahaba Beach Road; thence continue West in the same direction along the south boundary of said Acton Land, 264 feet to a point which said point constitutes the NW corner of the land now owned by Lucille R. Screws and husband, Alvie Screws; thence southerly and parallel with the west boundary of Cahaba Beach Road and along the west boundary of said Screws lot; 165 feet to the point of beginning of the lot herein described and conveyed; from said point of beginning, run thence southerly and parallel with the west boundary of said Cahaba Beach Road, 165 feet to a point on the North Boundary of S1/2 of S1/2 of said quarter-quarter section; thence easterly along the said boundary line 264 feet to the west boundary of Cahaba Beach Road; thence northerly along the West boundary of said road 165 feet to the SE corner of said Screws lot; thence westerly and parallel with the North boundary of said quarter-quarter section and along the south boundary of said Screws Lot, 264 feet to the point of beginning.

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

\$21,811.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

As part of the consideration herein, Grantees agree to assume and pay the unpaid balance of that certain mortgage to The First National Bank of Columbiana, recorded in Real Volume 143, Page 51, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said Grantees as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And we do for ourselves and for our heirs, executors, and administrators covenant with said Grantees, 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 Grantees, their heirs, and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, We have hereunto set our hands and seal, this 20th day of May, 1991.

Elizabeth Gullegge

G. A. Gulledge

STATE OF ALABAMA )
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ELIZABETH GULLEDGE and husband, G. A. GULLEDGE 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 conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 20th day of May

1991.

Notary Public

My Commission Expires: 11/20/92

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