

Send tax notice to: John Kinard Gomillion, 251 Crest Lake Dr., Hoover, Al. 35244

This instrument was prepared by: Marcus L. Hunt, 2870 Old Rocky Ridge Rd., Birmingham, Al.
35243

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

State of Alabama
County of SHELBY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of **Two hundred sixty-one thousand and no/100 (\$261,000.00) Dollars** the amount of which can be verified in the Sales Contract between the parties hereto, to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

John M. Devivo and Michael J. Devivo, Trustees or their successors in trust, under the John M. Devivo Revocable Trust Agreement dated 12/17/92 whose mailing address is:

400 UNIVERSITY DRIVE PARK, BIRMINGHAM AL 35269 APT. 284
(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

John Kinard Gomillion and Yvonne Varela Gomillion, whose mailing address is:
251 Crest Lake Dr., Hoover, Al. 35244

(herein referred to as grantees) as joint tenants with right of survivorship, , the following described real estate, situated in **Shelby** County, Alabama, the address of which is 251 Crest Lake Dr., Hoover, Al. 35244 to-wit:

Lot 18, Block 2, according to the Amended Map of Southlake Crest, 2nd Sector, as recorded in Map Book 19, Page 14 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to: All easements, restrictions and rights of way of record.

\$201,000.00 of the above mentioned purchase price was paid for from a mortgage loan which was closed simultaneously herewith.

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 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 I (we) do for myself (ourselves) and for my (our) heirs, executors and administrators covenant with the said Grantees, 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 noted 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 Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF we have hereunto set our hands(s) and seal(s) this 29th day of October, 2018.

John M. Devivo (Seal)
JOHN M. DEVIVO, TRUSTEE OR HIS SUCCESSOR IN TRUST
UNDER THE JOHN M. DEVIVO REVOCABLE TRUST
AGREEMENT, DATED 12/17/92

Michael J. Devivo (Seal)
MICHAEL J. DEVIVO, TRUSTEE OR HIS SUCCESSOR IN
TRUST UNDER THE JOHN M. DEVIVO REVOCABLE TRUST
AGREEMENT DATED 12/17/92

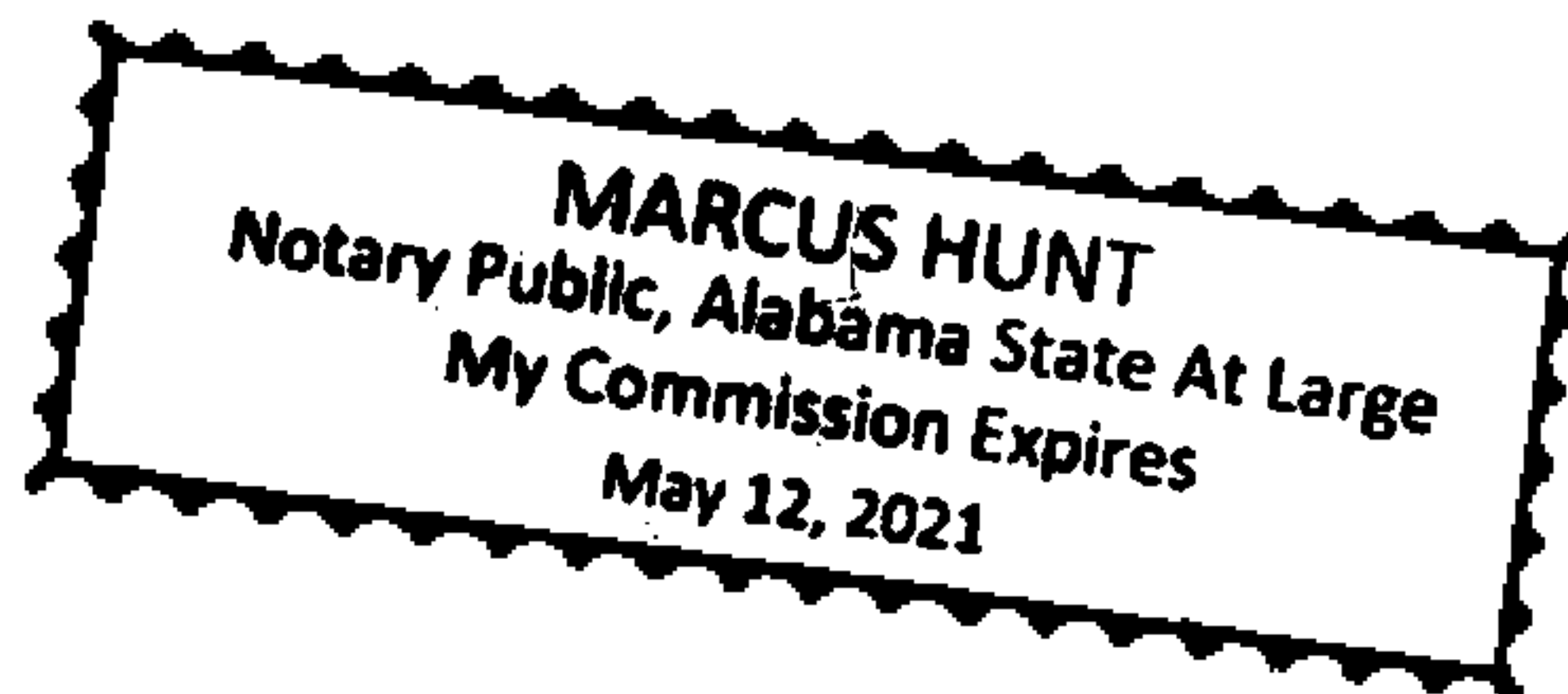
State of ALABAMA
County of JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State hereby certify that John M. Devivo and Michael J. Devivo, Trustees or their successors in trust, under the John M. Devivo Revocable Trust Agreement, dated 12/17/1992 and any amendments thereto, whose name is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me that being informed of the contents of the conveyance, she /he in his/ her/their capacity as Trustees under the John M. Devivo Revocable Trust Agreement dated 12/17/92 and any amendments thereto executed the same voluntarily on the day the same bears date.

Given under my hand this the 29th day of October, 2018.

Marcus Hunt
NOTARY PUBLIC

My commission expires: 5/12/21



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/30/2018 02:05:59 PM
\$78.00 CHARITY
20181030000383940

Allen S. Bayl