

20060808000383470 1/5 \$34.00
Shelby Cnty Judge of Probate, AL
08/08/2006 01:52:45PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
James E. Vann (205) 930-5484

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

James E. Vann, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, Alabama 35205

20060804000988220 1/5
Bk: LR200613 Pg:4156
Jefferson County, Alabama
I certify this instrument filed on:
08/04/2006 02:41:38 PM UCC 7
Judge of Probate- Mark Gaines

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Overton Village Condos, LLC				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 2204 Lakeshore Drive, Ste. 305		CITY Birmingham	STATE AL	POSTAL CODE 35209 COUNTRY USA
1d. TAXID#: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Limited Liability Company	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID #, if any ☒ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME -insert only one debtor name (2a or 2b) -do not abbreviate or combine names

2a. ORGANIZATION'S NAME Leverage, LLC				
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 2204 Lakeshore Drive, Ste. 305		CITY Birmingham	STATE AL	POSTAL CODE 35209 COUNTRY USA
2d. TAX ID#: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION limited liability company	2f. JURISDICTION OF ORGANIZATION Alabama	2g. ORGANIZATIONAL ID #, if any ☒ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Renasant Bank				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 3535 Grandview Parkway		CITY Birmingham	STATE AL	POSTAL CODE 35243 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All of the equipment, fixtures, contract rights, general intangibles, and tangible personal property of every nature now owned or hereafter acquired by Debtor, all additions, replacements, and proceeds thereof and all other property set forth in SCHEDULE A attached hereto located on the real property described on EXHIBIT A attached hereto.

Additional security for mortgage recorded at 200613 / 4131
20060808000383450

5. ALTERNATIVE DESIGNATION [if applicable]	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional]		All Debtors	Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA 045240-30 (county)						



20060808000383470 2/5 \$34.00
Shelby Cnty Judge of Probate,AL
08/08/2006 01:52:45PM FILED/CERT

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME Overton Village Condos, LLC		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (11a or 11b) - do not abbreviate or combine names

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAXID#: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION		11g. ORGANIZATIONAL ID #, if any ☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME -insert only one debtor name (12a or 12b)

OR	12a. ORGANIZATION'S NAME				
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filling.

14. Description of real estate.

See Exhibit A attached hereto and incorporated herein

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

Debtor is owner

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

- ☐ Debtor is a TRANSMITTING UTILITY
☐ Filed in connection with a Manufactured-Home Transaction - effective 30 years
☐ Filed in connection with a Public-Finance Transaction - effective 30 years

Schedule A

(a) All that tract or parcel or parcels of land and estates more particularly described on Exhibit A attached hereto and made a part hereof (the "Land");

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements (except household goods of the Debtor not acquired with the proceeds of any amount secured hereby), including all extensions, additions, improvements, betterments, renewals, substitutions and replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "Improvements");

(c) All accounts (as presently or hereafter defined in the Uniform Commercial Code), general intangibles, goods, contracts and contract rights relating to the Land, Improvements, and other Mortgaged Property, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land, Improvements and other Mortgaged Property;

(d) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:

(i) All rents, royalties, profits, issues and revenues of the Land, Improvements, and other Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as Debtor is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land, Improvements, or other Mortgaged Property, or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land, Improvements, or other Mortgaged Property, or any part thereof, or to any rights or appurtenances thereto, including any award for change of grade or streets. Lender is hereby authorized on behalf of and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

(e) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;

(f) All proceeds and products, cash or non-cash (including, but not limited to, all insurance, contract and tort proceeds and all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the property described above) of any of the foregoing types or items of property described in subparagraphs(a), (b), (c) (d) or (e) above.

EXHIBIT A

PARCEL I:

Lots 2, 3, 4, 5, 6 and 7, Block 2, according to the Survey of Glass's Third Addition to New Merkle, as recorded in Map Book 29, Page 35, in the Probate Office of Jefferson County, Alabama.

PARCEL II:

Lots 33 and 34, in Block 1, according to the Survey of Glass's Third Addition to New Merkle, as recorded in Map Book 29, Page 35, in the Probate Office of Jefferson County, Alabama.

PARCEL III:

Lots 33 and 34, in Block 2, according to the Survey of Glass's Third Addition to New Merkle, as recorded in Map Book 29, Page 35, in the Probate Office of Jefferson County, Alabama.

PARCEL IV:

Lot 35, in Block 2, according to the Survey of Glass's Third Addition to New Merkle, as recorded in Map Book 29, Page 35, in the Probate Office of Jefferson County, Alabama.

PARCEL V: (2nd Avenue South)

Lot 6, 7, and 8 and the East One-Half of Lot 10, Block 480, according to the present plan and survey of the City of Birmingham as made by the Elyton Land Company.

This survey has never been filed for record and is not available for recordation.

Situated in Jefferson County, Alabama.

PARCEL VI: (Bessemer Road)

Lot 5, 6, and 7, Block 1, according to the survey of Central Park Highlands, recorded in Map Book 13, Page 18, in the Probate Office of Jefferson County, Alabama.

20060808000383470 5/5 \$34.00
Shelby Cnty Judge of Probate, AL
08/08/2006 01:52:45PM FILED/CERT

PARCEL VII: (Center Point Road)

A portion of Lots 13 and 14, in Block 2 of Stardust Manor, as recorded in Map Book 57, Page 25, in the Office of the Judge of Probate of Jefferson County, Alabama; particularly described as follows:

Begin at the Southwesterly corner of said Lot 13 and run thence Northerly along the Westerly line thereof for a distance of 40.11 feet to a point; thence 11 degrees 13 minutes right and run Northeasterly along the Westerly line of said Lots 13 and 14 for a distance of 160.74 feet, more or less, to a point on the South line of the "U-Haul Co. Tract" as described in Real Volume 1449, Page 50; thence turn 91 degrees 55 minutes 34 seconds right and run Southeasterly along a line that is parallel to the Southerly line of said Lot 13 for a distance of 201.03 feet to a point on the Westerly right of way line of the new Alabama Highway No. 75; thence turn 87 degrees 19 minutes 26 seconds right and run Southwesterly along said right of way line for a distance of 77.74 feet to the P.C. (point of curve) of a curve to the left having a radius of 5849.58 feet; thence continue Southwesterly along said right of way line and along the arc of said curve for a distance of 122.26 feet to a point on the Southerly line of said Lot 13; thence turn right, with an interior angle to tangent of 86 degrees 07 minutes 35 seconds and run Northwesterly along said Southerly line of Lot 13 for a distance of 197.12 feet to the Point of Beginning.

Situated in Jefferson County, Alabama

PARCEL VIII: (Alabaster)

A part of Lots 22, 23, and a part of the North half of Lot 21, of Block 3 of the Nickerson-Scott Survey as recorded in Map Book 3, Page 34 in the Probate Office of Shelby County, Alabama, more particularly described as follows: From the Northeast Corner of Lot 23 run Westerly along the North boundary line of said Lot 23 for 18.15 feet for the point of beginning of the land herein described; thence continue Westerly along the North boundary line of Lot 23 for 120.1 feet, more or less, to a point on the East right of way of U.S. 31 Highway; thence turn an angle of 84 degrees 29 minutes to the left and run Southwesterly along the East right of way line of said U.S. 31 Highway for 131.47 feet, more or less, to the point of intersection of the East right of way line of U.S. 31 Highway and the South boundary line of the North half of Lot 21 of Block 3 of said Nickerson-Scott Survey; thence turn an angle of 90 degrees 33 minutes to the left and run Easterly along the South boundary line of the North half of Lot 21 for 123.73 feet; thence turn an angle of 91 degrees 08 minutes to the left and run Northeasterly 141.89 feet, more or less, to the Point of Beginning

Situated in Shelby County, Alabama.

20060804000988220 5/5
Bk: LR200613 Pg:4156
Jefferson County, Alabama
08/04/2006 02:41:38 PM UCC 7
Fee - \$28.00

Total of Fees and Taxes-\$28.00
AMYG