

20130621000254710 1/3 \$31.00  
Shelby Cnty Judge of Probate, AL  
06/21/2013 12:00:44 PM FILED/CERT

35.00

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Doc Prep 727-260-6421 - Loan No. 401596700	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  Allant Bank, a division of USAMerriBank Operations Center - FL PO Box 17540 Clearwater, FL 33762	



20130614000626800 1/3  
Bk: LR201362 Pg:22859  
Jefferson County, Alabama  
onI certify this instrument filed  
06/14/2013 08:31:38 AM UCC 7  
Judge of Probate- Alan L. King

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 Wilkerson Retirement Investing LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 2030 English Oak Ln.		CITY Helena	STATE AL	POSTAL CODE 35080
1d. SEE INSTRUCTIONS		1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION AL	1g. ORGANIZATIONAL ID #, if any 035-224

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				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any

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 ALANT BANK, a division of USAMerriBank				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1100 Corporate Parkway, Meadow Brook Corporate Park		CITY Birmingham	STATE AL	POSTAL CODE 35242

4. This FINANCING STATEMENT covers the following collateral:

All Fixtures and equipment, including but not limited to Exhibit "B" attached hereto; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds). The above goods are or are to become fixtures on the real estate described in the attached Exhibit "A" hereto

The subject UCC is to be filed as additional security to Mortgage dated June 6, 2013 in the amount of \$70,000.00 as filed in Book \_\_\_\_\_, Page \_\_\_\_\_, Probate Office of Shelby County, AL. and as filed in Book 201362, Page 22844, Probate Office of Jefferson County, AL.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAIOLR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

## **EXHIBIT 'A'**

### **PARCEL I:**

Unit 1049, in Ivy Hills Condominium, a Condominium, as established by Declaration of Condominium for Ivy Hills Condominium recorded in Real Volume 1251, page 687 and the Amendment to the Declaration as recorded in Real 2652, page 377, in the Probate Office of Jefferson County, Alabama, and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "D" thereto, and recorded in Record Plat of Ivy Hills Condominium in Map Book 109, page 3, and any future amendments thereto, Articles of Incorporation of Ivy Hills Condominium Association Inc as recorded in Real 1393, page 254, and to which said Declaration of Condominium the By-Laws of Ivy Hills Condominium Association Inc are attached as Exhibit "B", thereto, together with an undivided interest in the Common Elements assigned to said Unit as set out in Exhibit "E" of said Declaration of Condominium.

### **PARCEL II:**

Unit 1314, in Horizon, a Condominium, as established by that certain Declaration of Condominium of Horizon, a Condominium, which is recorded in Instrument 2001-40927, to which Declaration of Condominium a plan is attached as Exhibit "A" thereto, and recorded in the Record Plat of Horizon, a Condominium being filed for record in Map Book 28, page 141 in the Probate Office of Shelby County, Alabama, and to which said Declaration of Condominium the By-Laws of The Horizon Condominium Association, Inc. is attached as Exhibit "D", together with the Articles of Incorporation for Horizon Condominium Association, Inc. as recorded in Instrument 2001-40923, together with an undivided Interest in the Common Elements assigned to said Unit, as shown in Exhibit "C" of said Declaration Condominium of Horizon, a Condominium.



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**Exhibit B**

All rights, title and interest of Borrower/Mortgagor in and to the materials, soil, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on said property described in Exhibit "A" (herein referred to as "Property") or under or above the same or any part or parcel thereof.

Together with and singular the tenements, hereditaments, easements, riparian and littoral rights, and appurtenances thereunto belonging or in any wise appertaining, whether now owned or hereafter acquired by Mortgagor, and including all rights of ingress and egress to and from adjoining property (whether such rights now exist or subsequently arise) together with the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof; and

Together with all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said property now or hereafter located in, upon or under said real property or any part thereof and used or usable in connection with any present or future operation of said real property and now owned or hereafter acquired by Mortgagor, including but without the generality of the foregoing, all heating, air-conditioning, lighting, laundry, incineration and power equipment, plumbing, lifting, cleaning, fire prevention, ventilating and communications apparatus; boilers, ranges, furnaces, appliances, elevators, escalators, shades and awnings, screens, storm doors and windows, stored wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies; together with all building materials and equipment now or hereafter delivered to the real property and intended to be installed therein, including but not limited to, lumber, plaster, cement, shingles, roofing, plumbing fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass, doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment; together with all proceeds, additions and accessions thereto and replacements thereof; and

Together with all of the right, title and interest of the Mortgagor in and to trade names, names of businesses, or fictitious names of any kind used in conjunction with the operation of the mortgaged premises, or of any business or endeavor located on the real property described hereinbefore; and

Together with all of the water, sanitary and storm sewer systems now or hereafter owned by the Mortgagor which are now or hereafter located by, over, and upon the real property hereinabove described, or any part or parcel thereof, and which water system includes all water mains, service laterals, hydrants, valves and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes and appurtenances; and

Together with all paving for streets, roads, walkways or entryways or hereafter owned by Mortgagor which are now or hereafter located on the real property hereinbefore described or any part or parcel thereof; and

Together with Mortgagor's interest as lessor in and to all leases of the real property hereinbefore described, or any part or parcel thereof, heretofore made and entered into, and to all leases hereafter made and entered into by Mortgagor during the life of this mortgage or any extension or renewal hereof, together with any and all guarantees thereof and including all present and future security deposits and advance rentals reserving to Mortgagor its equity of redemption rights therein provided, and hereby intending that in case of foreclosure sale, the lessor's interest in any such leases then in force shall, upon expiration of Mortgagor's right of redemption, pass to the purchaser at such sale as a part of the mortgaged premises, subject to election by the purchase to terminate or enforce any of such leases hereafter made; and

Together with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise or the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the real property hereinbefore described, or any part or parcel thereof; and

Together with all of the right, title and interest of the Mortgagor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of this mortgage, and all proceeds or any sums payable for the loss of or damage to (a) any real personal property encumbered hereby, or (b) rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on the real property hereinbefore described, or any part or parcel thereof.

Products and proceeds of collateral are covered as provided in § 7 – 9(a) – 203 and § 7 – 9(a) – 315 of the Code of Alabama.

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Fee - \$35.00

Total of Fees and Taxes-\$35.00  
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