

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME AND PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

LaSalle Bank National Association
1350 East Touhy Avenue, Suite 280W
Des Plaines, Illinois 60018

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

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S LAST NAME

SHIMY

FIRST NAME

ISLAM

MIDDLE NAME

W.

SUFFIX

1c. MAILING ADDRESS

46 Paoline Street

CITY

Johnston

STATE

RI

POSTAL CODE

02919

COUNTRY

USA

1d. TAX ID #, SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

Individual

1f. JURISDICTION OF ORGANIZATION

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

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID #, SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

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

OR

3b. INDIVIDUAL'S LAST NAME

FANNIE MAE

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

c/o LaSalle Bank National Association,
1350 East Touhy Avenue, Suite 280W

CITY

Des Plaines

STATE

IL

POSTAL CODE

60018

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

NCS 295322 SA

See Schedule A annexed hereto and made a part hereof

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING6. ☐ THIS FINANCING STATEMENT is to be filed (for record) (or recorded) in
ON 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

FILE WITH THE SECRETARY OF STATE, STATE OF RHODE ISLAND
(453-475 and 461-465 Elmwood Avenue)
Loan No. 0110751062

SECURED PARTY COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 7/29/98)

JAN 19 1996 02:49 FR

TO 914014215701

P.03/07

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

SHIMY

ISLAM

W.

10. MISCELLANEOUS

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

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAX ID #, SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID#, if any

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

☐ NONE

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

1350 East Touhy Avenue, Suite 280W

Des Plaines

IL

60018

USA

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

16. Additional collateral Description

14. Description of real estate:

453-475 and 461-465 Elmwood Avenue
Providence, Rhode Island 02907

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

ISLAM W. SHIMY
46 Paoline Street
Johnston, Rhode Island 02919

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

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC1AD) (REV. 7/29/98)

(274091/00022616)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

SHIMY

ISLAM

W.

10. MISCELLANEOUS

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

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAX ID #, ESN 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 name (12a or 12b)**

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

GOMBERG LENDING, LLC

12c. MAILING ADDRESS

FIRST NAME

MIDDLE NAME

SUFFIX

58 Atlantic Avenue

CITY

STATE

POSTAL CODE

COUNTRY

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

15. Additional collateral Description

14. Description of real estate:

453-475 and 461-465 Elmwood Avenue
Providence, Rhode Island 02907

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

ISLAM W. SHIMY
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Johnston, Rhode Island 02919

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

FILING OFFICE COPY -- NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC1AD) (REV. 7/29/98)

SCHEDULE A**DEBTOR: ISLAM W. SHIMY****SECURED PARTY: LaSALLE BANK NATIONAL ASSOCIATION**

This financing statement covers the following types (or items) of property (the "Collateral Property"):

1. **Improvements.** The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the "Land"), including any future replacements and additions (the "Improvements");
2. **Fixtures.** All property which is so attached to the Land or the Improvements as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposals, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment (the "Fixtures");
3. **Personalty.** All equipment, inventory, general intangibles which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, including furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land (the "Personalty");
4. **Other Rights.** All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated (the "Other Rights");
5. **Insurance Proceeds.** All proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property, whether or not Borrower obtained the insurance pursuant to Lender's requirement (the "Insurance Proceeds");
6. **Awards.** All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof (the "Awards");

7. **Contracts.** All contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations (the "Contracts");
8. **Other Proceeds.** All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds (the "Other Proceeds");
9. **Rents.** All rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, including subsidy payments received from any sources (including, but not limited to payments under any Housing Assistance Payments Contract), including parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Collateral Property, whether now due, past due, or to become due, and deposits forfeited by tenants (the "Rents");
10. **Leases.** All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Collateral Property, or any portion of the Collateral Property (including proprietary leases or occupancy agreements if Borrower is a cooperative housing corporation), and all modifications, extensions or renewals (the "Leases");
11. **Other.** All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Collateral Property, and all undisbursed proceeds of the loan secured by this Instrument and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;
12. **Imposition Deposits.** Deposits held by the Lender to pay when due (1) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Collateral Property, (2) the premiums for fire and other hazard insurance, rent loss insurance and such other insurance as Lender may require, (3) taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including all assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien, on the Land or the Improvements, and (4) amounts for other charges and expenses which Lender at any time reasonably deems necessary to protect the Collateral Property, to prevent the imposition of liens on the Collateral Property, or otherwise to protect Lender's interests, all as reasonably estimated from time to time by Lender (the "Imposition Deposits");
13. **Refunds or Rebates.** All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);
14. **Tenant Security Deposits.** All tenant security deposits which have not been forfeited by any tenant under any Lease; and
15. **Names.** All names under or by which any of the above Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Collateral Property.

EXHIBIT A**Legal Description****Legal Description:****PARCEL I:**

THAT CERTAIN LOT OF LAND WITH ALL THE BUILDINGS AND IMPROVEMENTS THEREON, SITUATED ON THE NORTHWESTERLY CORNER OF ELMWOOD AVENUE AND REDWING STREET IN THE CITY AND COUNTY OF PROVIDENCE, STATE OF RHODE ISLAND, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT AT THE NORTHWESTERLY CORNER OF REDWING STREET AND ELMWOOD AVENUE; THENCE WESTERLY BOUNDING SOUTHERLY ON REDWING STREET FIFTY-EIGHT (58) FEET TO LAND NOW OR LATELY OF VINCENZO CARROCCIA AND WIFE; THENCE NORTHERLY BOUNDING WESTERLY ON SAID LAST-NAMED LAND, NINETY-FIVE (95) FEET TO LAND NOW OR LATELY OF FRANK H. BRADY; THENCE EASTERLY BOUNDING NORTHERLY ON SAID BRADY LAND, FIFTY-EIGHT (58) FEET TO ELMWOOD AVENUE; THENCE SOUTHERLY BOUNDING EASTERLY ON ELMWOOD AVENUE, NINETY-FIVE (95) FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL II:

THAT CERTAIN LOT OF LAND, WITH ALL BUILDINGS AND IMPROVEMENTS THEREON, SITUATED IN THE CITY AND COUNTY OF PROVIDENCE, IN THE STATE OF RHODE ISLAND, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT AT A POINT ON THE WESTERLY LINE OF ELMWOOD AVENUE ONE HUNDRED ELEVEN AND 21/100 (111.21) FEET FROM THE SOUTHWESTERLY CORNER OF ELMWOOD AVENUE AND CARTER STREET; THENCE WESTERLY BOUNDING NORTHERLY ON LAND NOW OR LATELY OF ST. PAUL'S EVANGELICAL LUTHERAN CHURCH OF PROVIDENCE TO LAND NOW OR LATELY OF FRANK G. GIULIANO AND WIFE; THENCE SOUTHERLY BOUNDING WESTERLY IN PART ON SAID GIULIANO LAND AND IN PART ON LAND NOW OR LATELY OF SAID ST. PAUL'S EVANGELICAL LUTHERAN CHURCH OF PROVIDENCE FIFTY (50) FEET, MORE OR LESS, TO LAND NOW OR LATELY OF HALVINA D. ROCHEFORD; THENCE EASTERLY BOUNDING SOUTHERLY IN PART ON SAID ROCHEFORD LAND AND IN PART ON LAND NOW OR LATELY OF VINCENZO CARROCCIA AND WIFE EIGHTY-FIVE AND 75/100 (85.75) FEET TO A CORNER; THENCE SOUTHERLY BOUNDING WESTERLY ON SAID CARROCCIA LAND FIVE (5) FEET, MORE OR LESS, TO A CORNER; THENCE EASTERLY BOUNDING SOUTHERLY IN PART ON SAID CARROCCIA LAND AND IN PART ON LAND NOW OR LATELY OF FELDMAN REALTY CORP. EIGHTY-EIGHT (88) FEET, MORE OR LESS TO ELMWOOD AVENUE; THENCE NORTHERLY BOUNDING EASTERLY ON ELMWOOD AVENUE TO THE POINT OF BEGINNING.

Property Address: 453-457 and 461-465 Elmwood Avenue, Providence, RI 02907
PI # 04904370000, 04900160000