

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [Optional]	
B. SEND ACKNOWLEDGMENT TO: [Name and Address]	
United States Department of Housing & Urban Development Office of Counsel 121 South Main Street, Ste. 300 Providence, RI 02903-7104	

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 Pemberton Place Housing Corporation					
OR					
1b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME SUFFIX	
1c. MAILING ADDRESS 50 Washington Sqaure Newport RI 02840 USA					
1d. TAX ID #: SSN OR EIN NOT REQUIRED IN RHODE ISLAND		ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION non-profit	
		1f. JURISDICTION OF ORGANIZATION Rhode Island		1g. ORGANIZATIONAL ID #, if any 016-EH-016	
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					
2d. TAX ID #: SSN OR EIN NOT REQUIRED IN RHODE ISLAND		ADD'L INFO RE ORGANIZATION DEBTOR		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 United States Department of Housing and Urban Development					
OR					
3b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME SUFFIX	
3c. MAILING ADDRESS 121 South Main Street, Suite 300 Providence RI 02840 USA					

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attached hereto and made a part hereof.

The Debtor is the record owner of the premises covered by this financing statement more particularly described in Exhibit B attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAIOLR ☐ 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. TO REQUEST A SEARCH REPORT, FILE A UCC11
8. OPTIONAL FILER REFERENCE DATA: Land Evidence Records of the Town of Jamestown	

Exhibit A to form UCC-1

DEBTOR: Pemberton Place Housing Corporation, 50 Washington Square, Newport, RI 02840

SECURED PARTY: The United States, acting by and through, the Secretary of Housing and Urban Development, 121 So. Main Street, Suite 300, Providence, R.I. 02903

(a) That certain parcel or parcels of land located at 45 Pemberton Avenue in the Town of Jamestown, and more particularly described in Exhibit B attached hereto and incorporated herein by reference (the Premises).

(b) Any and all buildings and improvements now or hereafter located on the Premises (the improvements);

(c) Any and all fixtures, machinery, equipment and other personal property of every kind, now or hereafter located in or upon or affixed to the Premises or Improvements, or any part thereof, or now or hereafter used or to be used in connection with any present or future operation of the Premises or Improvements, or any part thereof, and now owned or hereafter acquired by Debtor, or in which Debtor now or hereafter has an interest, including, without limitation, any and all (i) heating lighting, incinerating, refrigerating, ventilating, air conditioning, air cooling, lifting, fire extinguishing, plumbing, cleaning, communications and power equipment and apparatus, (ii) gas, water and electrical equipment, (iii) elevators, escalators, switchboards, motors, tanks, pumps, partitions, conduits, ducts and compressors, (iv) electrical and/or gas appliances, incinerators, carpeting, furniture and furnishings, draperies, storm windows and doors, and screens and awnings, (v) all licenses, permits or approvals of any kind from any governmental or quasi-governmental authority, any construction contracts, management contracts, engineer's contracts, subcontractor's contracts, architect's contracts, plans and specifications, payment and performance bonds, and any other rights and benefits in the nature of the foregoing, and (vi) any and all renewals of, replacements, accessions or addition to, substitutions for and all renewals of replacements, accessions or additions to, substitutions for and proceeds and products of any and all of the foregoing.

(d) Any and all easements, rights of way, privileges, hereditaments and appurtenances now or hereafter belonging to or inuring to the benefit of the Premises and/or Improvements or any part thereof including but not limited to all right, title and interest of Debtor in and to the land lying within any street, roadway or body of water adjoining the Premises or any part thereof and all right, title and interest of Debtor in and to any now or hereafter vacated streets or roads adjoining the Premises or any part thereof:

(e) Any and all issues, benefits and profits of the Premises and/or Improvements;

(f) Each and every agreement providing for use or occupancy of all or any part of the Premises, whether written or oral, whether now existing or hereafter arising, and any and all amendments, renewals and extensions thereof; and any rents and other payments of every kind due or payable and to become due or payable to Debtor as the result of any use, possession or occupancy of all or any part of the Premises (the "Leases and Rents") including all accounts, cash and receivables of Debtor tangible and intangible related to the property;

(g) Any and all proceeds payable or paid for or with respect to or as a result of damage or loss to the Premises, Improvements and Personal Property, or any part thereof, including, without limitation, insurance proceeds, and all awards in connection with any condemnation or other taking of the Premises,

Improvements and Personal Property, or any part thereof, or for conveyance in lieu thereof (the "Proceeds;"

(h) Any and all sums deposited with the Secured Party pursuant to the mortgage for payment of Impositions and insurance premiums;

(i) Any and all records and books of account now or hereafter maintained by Debtor in connection with the operation of the Premises, Improvements and Personal Property or any part thereof; and

(j) All of Debtor's right, title and interest in and to any name under which the Premises and/or Improvements may at any time be operated and any variation thereof and the goodwill of Debtor in connection therewith.

Exhibit B

Date 00039219
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PHS FORM NO. 900-28
June 1975

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

INSTRUCTIONS FOR PREPARATION OF
MORTGAGE, DEED OF TRUST, OR SECURITY DEED
(Under Section 203 of the Housing Act of 1968)

The current FHA corporate mortgage, deed of trust, or security deed form applicable to the jurisdiction in which the mortgage premises are located will be used in preparing the Section 203 mortgage, deed of trust or security deed.

Appropriate modifications will be needed to show that the Secretary of Housing and Urban Development is making rather than insuring the loan and to delete all references to mortgage insurance. A sample form is shown below and on the following pages showing these changes and others (note especially paragraphs 10, 19 and 20) pertinent to the special features of the Section 203 program.

SAMPLE FORM FOLLOWS

CORRECTIVE
MORTGAGE

THIS INDENTURE, made this 9th day of OCTOBER, 1998, between
Pamerton Place Housing Corporation

organized and existing under the laws of Rhode Island, a corporation and the
United States of America acting by and through the Secretary of Housing and Urban Development, Mortgage,

WITNESSETH: That whereas the Mortgagee is fully indebted in the Mortgage in the principal sum of six hundred and sixty-four thousand nine hundred Dollars (\$ 664,900), evidenced by its note of even date herewith, bearing interest from date on outstanding balance at eight and 1/4 per centum (8.375) per annum ~~for~~ and ~~the~~ said principal and interest being payable in installments as provided in said note with a final maturity of July 1, 2031 which note is identified as being secured hereby by a certificate thereon. Said note and all of its terms are incorporated herein by reference and this conveyance shall secure any and all extensions thereof, however evidenced.

NOW, THEREFORE, the said Mortgagee, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents CONVEY, MORTGAGE, and WARRANT unto the Mortgagee, successors or assigns, the following described leasehold on real estate situated, lying, and being in the town of Jamestown on Pamerton Place

in the County of Newport and the State of Rhode Island, to wit: Leasehold interest on real estate described in Exhibit A and made part hereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagee in and to said premises; including but not limited to all gas and electric fixtures; all radiators, heaters, furnaces, heating equipment, steam and hot-water heaters, stoves and ranges; all elevators and motors; all bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing fixtures; all mantels and cabinets; all refrigerating plants and refrigerators, whether mechanical or otherwise; all cooking apparatus; all furniture, shades, awnings, blinds, and other furnishings; all of which apparatus, fixtures, and equipment, whether affixed to the realty or not, shall be considered real estate for the purposes hereof; and including all furnishings now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, and all renewals or replacements thereof or articles in substitution thereof; together with all building materials and equipment now or hereafter delivered to said premises and intended to be installed thereon;

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, successors and assigns, forever, for the purposes and uses herein set forth.

AND SAID MORTGAGEE covenants and agrees:

1. That it will pay the Mortgage Note at the times and in the manner provided therein;
2. That it will not permit or suffer the use of any of the property for any purpose other than the use for which the same was intended at the time this Mortgage was executed;
3. That the Regulatory Agreement, executed by the Mortgagee and the Secretary of Housing and Urban Development, which is being recorded simultaneously herewith, is incorporated in and made a part of this Mortgage. Upon default under the Regulatory Agreement, the Mortgagee, at his/her option, may declare the whole indebtedness secured to be due and payable;
4. That all rents, profits and income from the property covered by this Mortgage are hereby assigned to the Mortgagee for the purpose of discharging the debt hereby secured. Permission is hereby given to Mortgagee so long as no default exists hereunder, to collect such rents, profits and income for use in accordance with the provisions of the Regulatory Agreement;
5. That upon default hereunder Mortgagee shall be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession and protect the property described herein and operate same and collect the rents, profits and income therefrom.

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6. That at the option of the Mortgagor the principal balance secured hereby may be reamortized on terms acceptable to the Mortgagee if partial prepayment results from an award in condemnation in accordance with provisions of paragraph 8 herein, or from an insurance payment made in accordance with provisions of paragraph 7 herein, where there is a resulting loss of project income;

7. That the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and such other hazards, casualties, and contingencies, as may be stipulated by the Mortgagee, and all such insurance shall be evidenced by standard Fire and Extended Coverage Insurance Policy or policies, in amounts not less than necessary to comply with the applicable Coinsurance Clause percentage, but in no event shall the amounts of coverage be less than eighty per centum (80%) of the insurable value or not less than the unpaid balance of the Mortgage, whichever is the lesser, and in default thereof the Mortgagee shall have the right to effect insurance. Such policies shall be endorsed with standard Mortgagee Clause with loss payable to the Mortgagee, an interest may appear, and shall be deposited with the Mortgagee;

That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinabove provided, the amounts paid by any insurance company, in the event of the indebtedness then remaining unpaid, shall be paid to the Mortgagee, and, at his/her option, may be applied to the debt or released for the repairing or rebuilding of the premises;

8. That all awards of damages in connection with any condemnation for public use or injury to any of said property are hereby assigned and shall be paid to Mortgagee, who may apply the same in payment of the installments due under said note, and Mortgagee is hereby authorized, in the name of Mortgagee, to execute and deliver valid acquittances thereof and to appeal from any such award;

9. That it is lawfully seized and possessed of said real estate in fee simple and has good right to convey same;

10. To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; that it will not make any structural alterations to the building without the written consent of the Mortgagee; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, a sum sufficient to pay all taxes and special assessments that hereafter or hereinafter may be lawfully levied, assessed or imposed by any taxing body upon the said land, or upon the Mortgagee or Mortgagee on account of the ownership thereof to the extent that provision has not been made by the Mortgagee for the payment of such taxes and special assessments as hereinafter provided in subparagraph 17(b);

11. In case of the refusal or neglect of the Mortgagee to make such payments, or to satisfy any prior lien or encumbrance, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in the Mortgagee's discretion he/she may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become in much additional indebtedness, secured by this Mortgage, to be paid out of the proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagee, and shall bear interest at the rate specified in the note from the date of advance until paid, and shall be due and payable on demand;

12. It is expressly provided, however (all other provisions of this Mortgage to the contrary notwithstanding) that the Mortgagee shall not be required nor shall he/she have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagee shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or foreclosure of the said premises or any part thereof to satisfy the same, but in the event of a tax contest, the Mortgagee shall deposit with the Mortgagee an amount estimated by the Mortgagee sufficient to satisfy all taxes, penalties, interest, and costs which may reasonably accrue during such contest;

13. That it will not voluntarily create or permit to be created against the property subject to this Mortgage any lien or lien inferior or superior to that of this Mortgage and further that it will keep and maintain the same free from the claim of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected or to be erected on said premises;

14. That the improvements about to be made upon the premises above described and all plans and specifications comply with all municipal ordinances and regulations made or promulgated by lawful authority, and that the same will upon completion comply with all such municipal ordinances and regulations and with the rules of applicable fire rating or inspection organization, bureau, association, or office. In the event the Mortgagee shall at any time fail to comply with such rules, regulations, and ordinances which are now or may hereafter become applicable to the premises above described, after due notice and demand by the Mortgagee, thereupon the principal sum and all arrears of interest and other charges provided for herein, shall at the option of the Mortgagee become due and payable;

15. The Mortgagee covenants and agrees that so long as this Mortgage and the said note secured hereby are outstanding, it will not execute or file for record any instrument which imparts a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed;

16. That the funds to be advanced herein are to be used in the construction of certain improvements on the lands herein described, in accordance with a building loan agreement between the Mortgagee and Mortgagee dated SEPTEMBER 27, 1990, which building loan agreement (except such part or parts thereof as may be inconsistent therewith) is incorporated herein by reference to the same extent and effect as if fully set forth and made a part of this Mortgage; and if the construction of the improvements to be made pursuant to said building loan agreement shall not be carried on with reasonable diligence, it shall be discontinued at any time for any reason other than strikes or lock-outs, the Mortgagee, after due notice to the Mortgagee or any subsequent owner, is hereby invested with full and complete authority to enter upon said premises, employ workmen to protect such improvements from depredation or injury and to preserve and protect the personal property therein, and to continue from time to time

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any and all outstanding contracts for the erection and completion of said buildings, to make and enter into any contracts and obligations wherever necessary, either in his/her own name or in the name of the Mortgagor, and to pay and discharge all debts, obligations, and liabilities incurred thereby. All such sums so advanced by the Mortgagee (whether or not advances of the principal of the indebtedness secured hereby) shall be added to the principal of the indebtedness secured hereby and shall be secured by this Mortgage and shall be due and payable on demand with interest at the rate specified in this note. The principal sum and other charges provided for herein shall, at the option of the Mortgagee or holder of this Mortgage and the note securing the same, become due and payable on the failure of the Mortgagor to keep and perform any of the covenants, conditions, and agreements of said building loan agreement. This covenant shall be terminated upon completion of the improvements to the satisfaction of the Mortgagee and the making of the final advance as provided in said building loan agreement.

17. That, together with, and in addition to, the payments of interest or of principal and interest payable under the terms of the note secured hereby by the Mortgagor, will pay to the Mortgagee on each payment date hereof, until the said note is fully paid the following sums:

- (a) A sum equal to the ground rents, (if any, and the taxes and special assessments next due on the premises covered by this Mortgage, plus the premiums that will next become due and payable on policies of fire and other property insurance covering the premises covered hereby, plus water rates, taxes, and assessments next due on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, water rates, taxes and assessments will become delinquent, such sums to be held by Mortgagee to pay said ground rents, premiums, water rates, taxes and special assessments.
- (b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by Mortgagee to the following items in the order set forth:
 - (i) ground rents, taxes, special assessments, water rates, fire and other property insurance premiums;
 - (ii) interest on the note secured hereby;
 - (iii) amortization of the principal of said note.

18. Any excess funds accumulated under (a) of the preceding paragraph remaining after payment of the items therein mentioned shall be credited to subsequent monthly payments of the same nature required thereunder; but if any such item shall exceed the estimate therefor the Mortgagor shall without demand forthwith make good the deficiency. Failure to do so before the due date of such item shall be a default thereunder. If the property is sold under foreclosure or is otherwise acquired by the Mortgagee after default, any remaining balance of the accumulations under (a) of the preceding paragraph shall be credited to the principal of the Mortgage as of the date of commencement of foreclosure proceedings or as of the date the property is otherwise acquired; and

19. That the Mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

20. That so long as the Mortgage and Note secured hereby are outstanding, it will not (a) rent dwelling accommodations in the mortgaged premises in excess of the rates approved by the Mortgagee or for periods of less than one month or in excess of three years; (b) rent the premises as an entirety; (c) rent the premises or any part thereof to any person for the purpose of sub-letting; (d) rent the premises or permit its use for hotel or transient purposes; (e) require of any tenant as a condition of occupancy life-lease contracts, fees or other payments over and above those for rents, utilities, and collateral services.

21. IN THE EVENT of default in making any monthly payment provided for herein or in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable, in which event the Mortgagee shall have the right immediately to foreclose this Mortgage;

22. AND IN CASE OF FORECLOSURE of this Mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant, not to exceed in any case five per centum (5%) of the amount of the principal indebtedness found to be due, and the stenographer's fees of the complainant in such proceeding, and costs of minutes of foreclosure, master's fees, and all other costs of suit, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, instituted by the Mortgagee to enforce the provisions of this Mortgage or in case of any suit or legal proceeding wherein the Mortgagee shall be made a party thereto by reason of this Mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be further lien and charge upon said premises under this Mortgage, and all such expenses shall become as much additional indebtedness secured hereby and be allowed in any decree foreclosing this Mortgage;

23. AND THERE SHALL BE INCLUDED in any decree foreclosing this Mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and commission, including attorney's, solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) All the moneys advanced by the Mortgagee, if any, for any purpose authorized in the mortgage, with interest on such advances at the rate specified in the note, from the time such advances are made; (3) All the accrued interest remaining unpaid on the indebtedness hereby secured; (4) All the said principal money remaining unpaid. The over-plus of the proceeds of sale, if any, shall then be paid on the court may direct;

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36. A RECONVEYANCE of said premises shall be made by the Mortgagee to the Mortgagor on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the Mortgagee, and the payment of the sums owed under the terms of the said note.

37. IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.

38. The Mortgagee hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of each and every person except decree or judgment creditors of the Mortgagee acquiring any interest in or title to the premises subsequent to the date of this Mortgage.

39. THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure to, the successors and assigns of the respective parties herein. Wherever used, the singular number shall be plural, the plural the singular, and the use of any gender shall be applicable to all genders. (See Sub-Section A below)

IN WITNESS WHEREOF, the Mortgagee has caused its corporate seal to be hereunto affixed and these presents to be signed by its President and attested by its Secretary on the day and year first above written, pursuant to authority given by resolution duly passed by the Board of Directors of said corporation.

The purpose of this mortgage is to correct the description in that certain mortgage from these mortgagors to this mortgage dated November 1, 1990 and recorded November 1, 1990 in the Jamestown Land Evidence Records in Book 165 at Page 118, et seq.

[Corporate Seal]

Pemberton Place Housing Corporation

By Ernest Anthony, President
Ernest Anthony, President

Attest: Patricia Sargeant, Secretary
Patricia Sargeant, Secretary

State of Rhode Island
County of Providence

I, ELIZABETH G. DEAN, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Ernest Anthony and Patricia Sargeant, personally known to me to be the same persons whose names are respectively as President and Secretary of Pemberton Place Housing Corporation corporation of the State of Rhode Island, subscribed to the foregoing instrument, appeared before me in person and severally acknowledged that they, being therunto duly authorized, signed, sealed with corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 3rd day of October, 1991.



My commission expires 6/17/93

Elizabeth G. Dean
Notary Public

Sub-Section A:

"This Mortgage is on the statutory condition for breach of which or breach of any other condition of this mortgage the mortgagee shall have the statutory power of sale."

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Land Use Specialists, Inc.

Anthony & Associates Division
865 Old Baptist Road
North Kingstown, RI 02852
(401) 884-4060, 295-1884
Fax (401) 394-1484

SEPTEMBER 27, 1991
DESCRIPTION OF LEASED PARCEL
PEMBERTON PLACE HOUSING CORP.
PEMBERTON AVENUE, JAMESTOWN, R.I.

Island Engineering Division
Jamestown, Rhode Island
(401) 423-1200

That certain lot or parcel of land with all buildings and improvements thereon, situated on the westerly side of Pemberton Avenue in the Town of Jamestown, County of Newport, State of Rhode Island as shown as "PROPOSED LEASED PARCEL" on that certain plan prepared by Land Use Specialists, Inc., 865 Old Baptist Road, North Kingstown, Rhode Island, entitled: "PLAN OF SURVEY OF PROPOSED LEASED PARCEL PREPARED FOR: CHURCH COMMUNITY HOUSING SITUATED IN: JAMESTOWN, RHODE ISLAND DATE: 5-23-90 SCALE: 1" = 40' JOB FILE No.: JA900503, DRAWN BY: JLF,RSM, CHK'D BY: RWA, DRAWING FILE No.: 7-197, SHEET 1 OF 1." Said plan being revised 9-26-91. Said parcel being further described as follows:

Beginning at a point marked by a stone bound found in the westerly line of said Pemberton Avenue. Said point of beginning being five hundred and 29/100 (500.29) feet northerly of a stone bound found at the intersection of the northerly line of Watson Avenue with the westerly line of said Pemberton Avenue. Said point of beginning also being the most southeasterly corner of land now or formerly of James and Muriel Munro and is the most northeasterly corner of the herein described parcel;

Thence running an assumed bearing of south 89°-56'-10" west, bounded northerly by said Munro land, a distance of one hundred seventy nine and 84/100 (179.84) feet to a point marked by a stone bound found in the ground. Said point being the most southwesterly corner of said Munro land is the most northwesterly corner of the herein described parcel;

Thence running south 00°-03'-19" east, bounded westerly by land now or formerly of John R. and Joyce A. Pantoli and by land now or formerly of Peter T. and Patricia C. Cook and by land now or formerly of Richard R. Melucci, a distance of one hundred thirty one and 12/100 (131.12) feet to a point marked an iron pin with cap set in the ground. Said point being the most southwesterly corner of the herein described parcel;

Thence running north 89°-53'-58" east, a distance of one hundred seventy nine and 82/100 (179.82) feet to a point marked by an iron pin with cap set in the ground in the westerly line of Pemberton Avenue. Said point being the most southeasterly corner of the herein described parcel;

Thence running north 00°-02'-39" east, bounded easterly by said Pemberton Avenue, a distance of one hundred thirty one and 00/100 (131.00) feet to the point and place of beginning.

The herein described parcel contains 179,568 square feet (0.542 acres) of land by computation: *October 15, 1991*

Engineering

John A. Brown

Land Surveying

Land Use Planning

RECEIVED FOR RECORD
Nov 18 2010 10:47:54A
JAMESTOWN TOWN CLERK
CHERYL A. FERNSTROM, INC