

# UCC-1 Form

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## FILER INFORMATION

Full name: **LLOYD R. GARIEPY** Phone: **401-762-0200**

## CONTACT INFORMATION

Contact name: **ELIZABETH GAMACHE**

Street #1: **191 SOCIAL STREET**

Street #2: **SUITE 280**

City: **WOONSOCKET** State: **RI** ZIP: **02895** Country: **USA**

Notification Method: **E-Mail** Email: **liz@gariepylaw.net**

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## DEBTOR INFORMATION

Org. Name: **DUARTE ENTERPRISES, LLC**

Org. Type: **LLC** Jurisdiction: **RI** Org. ID: **89052**

Mailing Address1: **53 JOHN STREET**

City: **CUMBERLAND** State: **RI** ZIP: **02864** Country: **USA**

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## SECURED PARTY INFORMATION

Org. Name: **CITIZENS-UNION SAVINGS BANK**

Mailing Address1: **4 SOUTH MAIN STREET**

Mailing Address2: **P.O. BOX 1311**

City: **FALL RIVER** State: **MA** ZIP: **02722** Country: **USA**

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## TRANSACTION TYPE: STANDARD

## COLLATERAL

As collateral security for the payment and performance of all of the Obligations, the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in the following assets and properties of the Debtor, any and all substitutions therefor and replacements thereof, and any and all additions and accessions thereto whether now owned or hereafter acquired or in which the Debtor may now have or hereafter acquire an interest (all of which are hereinafter collectively referred to as the "Collateral"):

**PERSONAL PROPERTY AND FIXTURES:** All goods, equipment, machinery, tools and other personal property and fixtures of every kind and description now or hereafter owned by the Debtor or in which the Debtor has an interest (but only to the extent of such interest) and situated or to be situated upon or used in connection with the Premises or in any of the improvements, together with any renewals, replacements or additions thereto or substitutions therefor, all proceeds and products thereof, and now or hereafter located at, or used in connection with the operation of the Premises or the improvements, including without limitation the following:

**A. EQUIPMENT, ETC.:** All of the Debtor's interest in and to all equipment, fixtures, inventory, goods, materials, supplies, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, other rights, bank deposits, warranties, cash, and general intangibles whether now or hereafter existing for use on or in connection with the Premises.

**B. PROCEEDS FOR DAMAGE TO THE MORTGAGED PROPERTY:** All proceeds (including, without limitation, insurance and condemnation proceeds), including interest thereon, paid for any damage done to the Premises (as hereinafter defined), or any part thereof, or for any portion thereof appropriated for any character of public or quasi-public use in accordance with the provisions, terms and conditions hereinafter set forth.

**C. UTILITY DEPOSITS:** All right, title and interest of the Debtor in and to all monetary deposits that the Debtor has been or will be required to give to any public or private utility with respect to utility services furnished or to be furnished to the Premises.

**D. RECORDS:** All of the records and books of account now or hereafter maintained by the Debtor in connection with the operation of the Premises.

**E. NAME AND GOODWILL:** The right, in event of foreclosure of the Premises hereunder, to take and use any name by which the Premises is then known or any variation of the words thereof, and the goodwill of the Debtor with respect thereto.

## DEFINITIONS

"Code" shall mean the Uniform Commercial Code as the same may be in effect from time to time in the State of Rhode Island.

"Equipment" shall include "equipment" within the meaning of Section 9-102(a)(33) of the Code and, to the extent not otherwise included therein, all machinery, equipment, furniture, parts, tools and dies, of every kind and description, of the Debtor (including automotive equipment), now owned or hereafter acquired by the Debtor, and used or acquired for use in the business of the Debtor, together with all accessions thereto and all substitutions and replacements thereof and parts therefor; all cash or non-cash Proceeds.

"Fixtures" shall mean "fixtures" within the meaning of Section 9-102(a)(41) of the Code and, to the extent not otherwise included therein, all goods which are so related to particular real estate that an interest in them arises under real estate law and all accessions thereto, replacements thereof and substitutions therefor, including, but not limited to, plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, radiators, blinds and all laundry, refrigerating, gas, electric, ventilating, air-refrigerating, air-conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature and any replacements, accessions and additions thereto, Proceeds thereof and substitutions therefor.

"Obligations" means among other things, all indebtedness, obligations and liabilities of the Debtor to the Secured Party of every kind and description, direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising, regardless of how the same arise or by what instrument, agreement or book account they may be evidenced, or whether evidenced by any instrument, agreement or book account, including, without limitation, all loans (including any loan by renewal or extension), all indebtedness, all undertakings to take or refrain from taking any action, all indebtedness, liabilities or obligations owing from the Debtor to others which the Secured Party may have obtained by purchase, negotiation, discount, assignment or otherwise, and all interest, taxes, fees, charges, expenses and attorneys' fees chargeable to the Debtor or incurred by the Secured Party under the security agreement giving rise to this financing statement, or any other document or instrument delivered in connection therewith.

"Premises" shall mean the real estate of the Debtor located at 53 John Street, Cumberland, Rhode Island, which real estate is more particularly described on Exhibit B attached hereto and incorporated herein by reference.

"Proceeds" shall mean "proceeds" as defined in the Code and, to the extent not otherwise included therein, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty, or other agreement, instrument or undertaking similar to any of the foregoing, payable to the Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral, (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, and (d) any products or rents of any of the Collateral.

## Exhibit B

That certain lot or parcel of land with all the buildings and improvements thereon, situated on the southerly side of John Street and the northerly side of Elizabeth Street, in the Town of Cumberland, County of Providence, and State of Rhode Island, bounded and described as follows:

Beginning at a point in the southerly line of said John Street at the northeasterly corner of land now or lately of Stephen J. Ulman, Jr. et ux, which point is the most westerly corner of the land bounding on John Street; thence southerly bounding westerly on said Ulman land one hundred (100) feet to the southeasterly corner of said Ulman land; thence westerly bounding northerly in part on said Ulman land and in part on land now or lately of Mary E. McCormick, in all one hundred thirty-five (135) feet to land now or lately of Juvenal E. deNobrega at ux; thence southerly bounding westerly on said deNobrega land one hundred (100) feet to the northerly line of said Elizabeth Street; thence easterly bounding southerly on said Elizabeth Street three hundred ninety-one and 5/10 (391.5) feet to land now or lately of Raymond Marcoux et ux; thence northerly bounding easterly on said Marcoux land one hundred (100) feet to land now or lately of Avelino Tomaz et ux; thence westerly bounding northerly on said Tomaz land in part, in part on land now or lately of Manuel Tomaz et ux, in part on land now or lately of Luiz F. Batista et ux, and in part on land now or lately of Acacio M. Saraiva et ux, in all one hundred fifty-six and 5/10 (156.5) feet to the southwesterly corner of said Saraiva land thence northerly bounding easterly on said Saraiva land one hundred (100) feet to the southerly line of said John Street; thence westerly bounding northerly on said John Street one hundred (100) feet to the point and place of beginning.

Said parcel comprises Lot Nos. 9 (nine), 10 (ten), 24 (twenty-four), and portions of Lot Nos. 13 (thirteen) and 14 (fourteen) on that plat entitled "PLAT OF THE ROWBOTTOM ESTATE AS DIVIDED BY THE COMMISSIONERS APPOINTED BY THE SUPREME COURT SURVEYED AND PLATTED BY S. B. CUSHING APRIL 1884", which plat is recorded with the Records of Land Evidence in said Town of Cumberland in Plat Book 2 at page 4 and (copy) on Plat Card 114.