

UCC-1 Form

FILER INFORMATION

Full name: RICHARD F. HENTZ, ESQ. Phone: 4019417500

CONTACT INFORMATION

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Street #1: 2088 BROAD STREET
City: CRANSTON State: RI ZIP: 02905 Country: USA
Notification Method: E-MAIL Email: DJONES@MHLAWPC.COM

DEBTOR INFORMATION

Org. Name: BUTTON BUSH, LLC
Mailing Address1: 227WAMPANOAG TRAIL
City: RIVERSIDE State: RI ZIP: 02915 Country: USA

SECURED PARTY INFORMATION

Org. Name: NAVIGANT CREDIT UNION
Mailing Address1: 1005 DOUGLAS PIKE
City: SMITHFIELD State: RI ZIP: 02917 Country: USA

TRANSACTION TYPE: STANDARD
COLLATERAL IS / ADMINISTERED BY:
ALTERNATIVE DESIGNATION:

COLLATERAL

- I. PREMISES: 227 Wampanoag Trail, East Providence, Rhode Island 02915, as more particularly described in the Exhibit A attached hereto (the “Mortgaged Property”).
- II. IMPROVEMENTS: All improvements now or hereafter situated upon the Mortgaged Property, together with all fixtures now or hereafter owned by the Debtor or in which Debtor has an interest (but only to the extent of such interest) and placed in or upon the Mortgaged Property or the buildings or improvements thereon (collectively the “Improvements”).
- III. EASEMENTS: Any easement, bridge, or right of way, contiguous or adjoining the Mortgaged Property and the Improvements thereon, and all other easements, if any, inuring to the benefit of the Mortgaged Property.
- IV. LEASES AND RENTS: All of the Debtor’s right, title and interest in and to any leases or other agreements for use of the Mortgaged Property or the Improvements and all rents, security deposits, and other proceeds of such leases and other agreements, in each case whether now or hereafter existing, relating to the Mortgaged Property or the Improvements, as provided in a Mortgage Deed, Security Agreement and Assignment of Leases and Rents of even date herewith delivered by the Debtor to the Secured Party.
- V. PERSONAL PROPERTY & 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 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 Mortgaged Property or the Improvements, together with any renewals, replacements, or additions thereto or substitutions therefore, and all proceeds and products thereof now or hereafter located at, or used in connections with the operation of the Mortgaged Property or the Improvements, including without limitation the following set forth in Exhibit B attached hereto.
- EXHIBIT A

That certain parcel of land, located in the City of East Providence, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at an iron rod at the northeast corner of the described property, said point being located two hundred eighty-seven (287) feet, more or less, southwesterly of the southwesterly street line of the Wampanoag Trail (Rhode Island State Route 114), said point also being in the northwesterly line of land now or formerly of C & B Realty and also being at the southeast corner of a twenty-five (25) foot wide right-of-way leading from said Wampanoag Trail to the herein described parcel;

thence proceeding southwesterly, bounded southeasterly by land now or formerly of C & B Realty, a distance of two hundred ten and 00/100 (210.00) feet to an iron rod at land now or formerly of Thomas A. Scanlon;

thence turning an interior angle of 90°00'00" and proceeding northwesterly, bounded southwesterly by land of said Scanlon a distance of one hundred fifty and 00/100 (150.00) feet to an iron rod at land now or formerly of Robert E. and Mabel M. Lynch;

thence turning an interior angle of 90°00'00" and proceeding northeasterly, bounded northwesterly in part by land of said Lynch, in part by land now or formerly of Eugene J. and Eleanor M. Amaral, and in part by land now or formerly of William H. and Julia M. Simpson, a distance of two hundred ten and 00/100 (210.00) feet to an iron rod at the northwest corner of the herein described parcel at land now or formerly of F. N. Gustafson & Son, Inc.;

thence turning an interior angle of 90°00'00" and proceeding southeasterly, bounded northeasterly in part by land now or formerly of said Gustafson and in part by said twenty-five (25) foot wide right-of-way, a distance of one hundred fifty and 00/100 (150.00) feet to an iron rod at the point and place of beginning, there forming an interior angle of 90°00'00" with the first described course.

Said parcel contains 27,500.00 square feet of land.

EXHIBIT B

- A. Equipment, Etc.: All of the Debtor's interest in and to all machinery, equipment, fixtures, inventory, goods, materials, supplies, records, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, licenses (including liquor license), other rights, bank deposits and other accounts, cash, policies and certificates of insurance, and general intangibles, whether now or hereafter existing, for use on or in connection with the Mortgaged Property.
- B. Proceeds for Damage to the Mortgaged Property: All proceeds (including without limitation, insurance and condemnation proceeds) paid for any damage done to the Mortgaged Property or any part thereof.
- C. Utility Deposits: All right, title and interest of the Debtor in and to all monetary deposits which 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 Mortgaged Property.
- D. Records: All of the records and books of account now or hereafter maintained by Debtor in connection with the operation of the business of the Debtor.

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 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 therefore; all cash or non-cash Proceeds.

“Fixtures” shall mean “fixtures” within the meaning 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 therefore, 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 therefore.

“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.

“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 Mortgaged Property, (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 Mortgaged Property, (c) any and all other amounts from time to time paid or payable under or in connection with any of the Mortgaged Property, and (d) any products or rents of any of the Mortgaged Property.