

UCC-1 Form

FILER INFORMATION

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

CONTACT INFORMATION

Contact name: **MCGUNAGLE HENTZ, PC**

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: **F AND F AUTO ENHANCEMENT LLC**

Mailing Address1: **15 LINCOLN DRIVE**

City: **NORTH SMITHFIELD** State: **RI** ZIP: **02896** Country: **USA**

SECURED PARTY INFORMATION

Org. Name: **NEW ENGLAND CERTIFIED DEVELOPMENT CORPORATION**

Mailing Address1: **500 EDGEWATER DRIVE, SUITE 555**

City: **WAKEFIELD** State: **MA** ZIP: **01880** Country: **USA**

ASSIGNEE INFORMATION

Org. Name: **UNITED STATES SMALL BUSINESS ADMINISTRATION**

Mailing Address1: **380 WESTMINSTER STREET**

Mailing Address2: **ROOM 511**

City: **PROVIDENCE** State: **RI** ZIP: **02903** Country: **USA**

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

COLLATERAL

- I. PREMISES: 168 Putnam Pike, Johnston, Rhode Island 02888, 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 tract or parcel of land, with any improvements thereon, situated on the southwesterly side of Putnam Pike, in the Town of Johnston, County of Providence, and State of Rhode Island, bounded and described as follows:

Beginning at a stake on the southwesterly side of said Putnam Pike, at the most easterly corner of land conveyed by Susie M. Scott to John Butera and wife by Deed dated April 13, 1954 and recorded in the Johnston Land Records in Deed Book 78 at Page 313, said stake also being at the most northerly corner of the tract herein described; thence running about S 47° 17' 13" E, bounding northeasterly on said Putnam Pike, two hundred six (206) feet, more or less, to a stake at land conveyed by said Susie M. Scott to Stephen J. Siegl and wife by Deed dated January 28, 1949 and recorded in said Land Records in Deed Book 69 at Page 178; thence running southwesterly, bounding southeasterly on said Siegl land, twelve hundred ninety-three and 13/100 (1293.13) feet, more or less, to a stake and land now or formerly of Rhode Island Hospital Trust Company, Trustee under the Will of Fred O. Gardiner; thence running about N 17° 29' 54" W, bounding southwesterly on said Trust Company land in part, in part on Richard Street and in part on land now or formerly of the Town of Johnston, in all, two hundred (200) feet, more or less, to a stake at said Butera land;

thence running northeasterly, bounding northwesterly on said Butera land, eleven hundred eighty-two and 6/10 (1182.6) feet, more or less, to the Putnam Pike at the point and place of beginning. EXCEPTING THEREFROM that portion of the above described premises taken by the State of Rhode Island for the widening and straightening of Putnam Pike.

EXCEPTING THEREFROM the premises conveyed to WOODSTOCK ASSOCIATES, INC. by Warranty Deed of TONY’S TRAILER TOWN, INC. recorded in said Land Records on June 25, 1986 at 12:25 PM in Deed Book 187 at Page 887.

Meaning and intending to describe the same premises conveyed by Warranty Deed recorded with the Records of Land Evidence for the Town of Johnston in Book 157 at Page 42, and EXCEPTING the premises conveyed under Warranty Deed recorded in Book 187 at Page 887.

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.