

UCC-1 Form

CONTACT INFORMATION

Contact name: ANTHONY W. COFONE, ESQ.

Street #1: 1140 RESERVOIR AVENUE

City: CRANSTON *State:* RI *ZIP:* 02920 *Country:* USA

Notification Method: E-MAIL *Email:* SUE@COFONE.LEGAL

DEBTOR INFORMATION

Org. Name: MASTER REALTY, LLC

Mailing Address1: 380 ATWELLS AVENUE

City: PROVIDENCE *State:* RI *ZIP:* 02909 *Country:* USA

SECURED PARTY INFORMATION

Org. Name: ADVANCED EQUITY FUNDING, LLC

Mailing Address1: 183 CARMELA COURT

City: JUPITER *State:* FL *ZIP:* 33478 *Country:* USA

TRANSACTION TYPE: PUBLIC FINANCE

COLLATERAL IS / ADMINISTERED BY:

ALTERNATIVE DESIGNATION:

COLLATERAL
Exhibit “A” TO UCC-1 FINANCING STATEMENT

Debtor: Secured Party:

Master Realty, LLC Advanced Equity Funding, LLC
380 Atwells Avenue 183 Carmela Court
Providence, RI 02909 Jupiter, FL 33478

1. THE COLLATERAL. The following items constitute the Collateral given to secure the Obligations hereunder and shall be included within the word “Collateral” as used herein.
- 1.1 LAND. The land at 44 Gesler Street & 72 Knight Street & 59 Vinton Street & 61 Vinton Street, Providence, Rhode Island, described in Schedule “B” attached hereto and forming a part hereof, together with all rights, easements and other appurtenances thereto (all of which, together with all other items of Collateral to the extent that context permits, are hereinafter referred to as the “Premises”).
- 1.2 STRUCTURES, FIXTURES AND IMPROVEMENTS. Insofar as the same are or can, by agreement of the parties, be made a part of the realty, all buildings, structures and improvements, fixtures, equipment and appliances, personal property, goods, supplies and materials owned by the Mortgagor now or hereafter erected or placed on or affixed to the Premises or used or intended to be used in connection therewith or paid for from the proceeds of the loan secured hereby, including without limitation all elevators and elevator machinery, apparatus and equipment, all machinery, apparatus and equipment for the production and distribution of heated and cooled air, including oil and gas burners, furnaces and boilers, heat pumps, solar heating apparatus, air conditioning units, heating and air conditioning controls, fuel storage tanks, bins and other fuel facilities, all kitchen, bathroom and plumbing fixtures, machinery, equipment, apparatus and facilities, ovens, stoves, refrigerators, dishwashers, washing machines and driers, all sprinklers and fire extinguishing systems, doorbell and alarm systems, all electric power generating systems, transformers and electrical distribution systems, equipment and facilities, ventilation and blower systems, garbage and trash receptacles, compactors and incinerators, all window shades, blinds, screens and screen doors, storm and other detachable windows and doors, awnings, cases, counters, closets, partitions, carpets and other floor coverings, signs, directories and other advertising or informational equipment, steel, bricks, lumber and masonry materials, paving materials, fences and fencing materials, insulation and sound-deadening materials, trees, shrubs and other landscaping items and improvements.
- 1.3 ITEMS NOT PART OF REALTY. All other assets of the Mortgagor including, without limitation, all personal property belonging to Mortgagor, including without limitation any of the items referred to in Paragraph 1.2, which are not and cannot, by agreement of the parties, be made a part of the realty.
- 1.4 PERMITS AND LICENSES, CONTRACTS. All contracts, agreements, permits, licenses and approvals entered into or obtained by or on behalf of the Mortgagor or Mortgagor’s predecessors relating to the constructions, reconstruction, development and use of the Collateral, now existing or hereafter obtained or entered into, including without limitation construction contracts and bonds, architectural, engineering and consulting contracts, contracts for materials and fixtures, building permits, variances, special permits and curb cuts, occupancy permits, health permits, liquor, victualer’s and hotel permits and licenses, agreements and letters of assurance from utilities and Mortgagor’s rights in all plans, drawings and specifications relating to or prepared in connection with the Premises.
- 1.5 LEASES, USE AGREEMENTS AND FRANCHISES. All of Mortgagor’s right, title and interest as lessor or lessee, franchisor or franchisee or in any other capacity under any and all leases, licenses, use agreements, franchise agreements and any other agreements or arrangements for the use and enjoyment of property, real, personal or mixed, tangible or intangible, now existing or hereafter arising relating to the Premises, together with all rights, remedies, benefits and advantages to be derived therefrom, all rents, income and profits accruing to Mortgagor thereunder, including without limitation under or with respect to all deposits, guarantees and other security held or given by Mortgagor in connection therewith and under all renewals thereof and all right and power of Mortgagor to alter or amend, extend or renew, surrender, terminate, cancel or waive the same (individually and collectively the “Leases”).
- 1.6 CONDEMNATION AND INSURANCE PROCEEDS. The Mortgagor shall advise the Mortgagee of each claim made by the Mortgagor under any policy of insurance or any proposed taking by any State, Federal, or Local Authority, which covers all or any portion of the Collateral and, at the Mortgagee’s option in each insurance, and will permit the Mortgagee, to the exclusion of the Mortgagor, to conduct the adjustment of each such claim. The Mortgagor hereby appoints the Mortgagee as the Mortgagor’s attorney in fact to obtain, adjust, or settle and insurance claim or taking or cancel any insurance described in this section and to endorse in favor of the Mortgagee any and all drafts and other instruments with respect to such insurance or taking. The within appointment, being coupled with an interest, is irrevocable until this Agreement is terminated by a written instrument executed by a duly authorized officer of the Mortgagee. The Mortgagee shall not be liable for any loss sustained on account of any exercise pursuant to said power unless such loss is caused by the willful misconduct and actual bad faith of the Mortgagee. The Mortgagee may, at its option, make any proceeds available to the Mortgagor to repair or reconstruct the Collateral (subject to such disbursement procedures as the Mortgagee may establish) or apply any proceeds of such insurance or such condemnation proceedings against the Liabilities, whether or not such have matured, in accordance with the terms hereof.

Exhibit “B”

A certain lot of land with all the buildings and improvements thereon situated on Knight Street and Gesler Street in said City of Providence and is laid out and designated as lot number (2) on that plat entitled, “Plat of House Lots in the City of Providence, R.I. belong to the heirs of Bradford Allen surveyed and platted June 26, 1867 by C.E. Paine”, and recorded in the Office of the Recorder of Deeds in said Providence in Plat Book 6 at page 56 and (copy) on Plat Card 179.

Property Address:
44 Gesler Street
(a/k/a 42-46 Gelser Street and 66 Knight Street)
Providence, RI
AP 28 Lot 670

That certain lot or parcel of land with all the buildings and improvements thereon situated on the easterly side of Knight Street in said City of Providence, County of Providence, State of Rhode Island, being bounded and described as follows:

Beginning at a point on the easterly side of Knight Street at the southwesterly corner of land belonging to Scorpio Realty, Inc., said point being forty and 00/100 (40.00) feet southerly from Gesler Street as measured along the easterly side of said Knight Street;

Thence running easterly bounded northerly by said Scorpio Realty, Inc. land a distance of eighty-seven and 36/100 (87.36) feet to a corner and other land belonging to said Scorpio Realty, Inc.;

Thence turning an interior angle of 90°-00'-00” and running southerly bounded easterly by said Scorpio Realty, Co. land a distance of thirty-five and 03/100 (35.03) feet to a corner and belonging to the City of Providence;

Thence turning an interior angle of 103°-51'-51” and running westerly bounded southerly by said City of Providence land a distance of seventy eight and 62/100 (78.62) feet to said Knight Street;

Thence turning an interior angle of 87°-42'-34” and running northerly bounded westerly by said Knight Street a distance of fifty four and 98/100 (54.98) feet to the point of beginning where it forms an interior angle of 78°-25'-36” with the first above described course.

Said parcel contains 3,690 square feet of land.

Property Address:
72 Knight Street
Providence, RI
AP 28 Lot 671

That certain lot of land with all buildings and improvements thereon, situated on the westerly side of Vinton Street in the City of Providence and State of Rhode Island, laid out and delineated as lot No. 27 (twenty-seven) on that plat entitled “The Jones Estate Plat No. 1 Surveyed and Platted by S.B. Cushing 1881” and recorded in the office of the Recorder of Deeds in said City of Providence in Plat Book 16 at page 46 and (copy) on Plat Card No. 565.

Meaning and intending to describe that certain parcel conveyed to Atique Mian by deeds recorded in Book 10114, Page 245 and Book 10056, Page 256.

Property Address:
61 Vinton Street
Providence, RI
AP 28 Lot 875

That certain lot of land with all buildings and improvements thereon, situated on the westerly side of Vinton Street in the City of Providence and State of Rhode Island, laid out and delineated as lot No. 28 (twenty-eight) on that plat entitled “The Jones Estate Plat No. 1 Surveyed and Platted by S.B. Cushing 1881” and recorded in the office of the Recorder of Deeds in said City of Providence in Plat Book 16 at page 46 and (copy) on Plat Card No. 565.

Property Address:
59 Vinton Street
Providence, RI
AP 28 Lot 892