

# UCC-1 Form

---

## FILER INFORMATION

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

*Email Contact at Filer:* **DJONES@MHLAWPC.COM**

## SEND ACKNOWLEDGEMENT TO

*Contact name:* **MCGUNAGLE HENTZ, PC**

*Mailing Address:* **2088 BROAD STREET**

*City, State Zip Country:* **CRANSTON, RI 02905 USA**

---

## DEBTOR INFORMATION

*Org. Name:* **13 POMONA REALTY, LLC**

*Mailing Address:* **2 DAMIAN COURT**

*City, State Zip Country:* **NORTH PROVIDENCE, RI 02911 USA**

---

## SECURED PARTY INFORMATION

*Org. Name:* **FREEDOM NATIONAL BANK**

*Mailing Address:* **P.O. Box 275**

*City, State Zip Country:* **GREENVILLE, RI 02828 USA**

---

## TRANSACTION TYPE: STANDARD

## CUSTOMER REFERENCE: RI SECRETARY OF STATE

---

## COLLATERAL

I. PREMISES: 13 POMONA AVENUE, PROVIDENCE, RHODE ISLAND; 44 GRAPE STREET, PROVIDENCE, RHODE ISLAND; 82 WHITTIER AVENUE, PROVIDENCE, RHODE ISLAND; 85 POCASSET AVENUE, PROVIDENCE, RHODE ISLAND AND 135 OLD COUNTY ROAD, SMITHFIELD, RHODE ISLAND 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. (CONTINUED ON UCC1AD UCC FINANCING STATEMENT ADDENDUM)

## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

**13 Pomona Realty, LLC**

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

**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.

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Exhibit A attached hereto and incorporated herein by reference.

17. MISCELLANEOUS:

**EXHIBIT A**  
***Legal Description***

**Parcel One: 13 Pomona Avenue, Providence, RI 02908**

All of those certain lots or parcels of land, together with the buildings and improvements thereon, situated in the City of Providence, County of Providence, State of Rhode Island, being bounded and described as follows:

**THAT** certain tract or parcel of land with all buildings and improvements thereon, situated on the northerly side of Pomona Avenue in the City of Providence, in the State of Rhode Island, laid out and designated as Lot No. 51 (fifty-one) and the easterly and adjoining twenty (20) feet in width by the entire depth of Lot No. 50 (fifty) on that plat entitled "PLAT OF LOTS ON MOUNT PLEASANT BELONGING TO A.C. HAWES & BRO. BY W.J. HARRIS JUNE 1854" which plat is recorded in the Office of the Recorded of Deeds Of said City of Providence on Plat Card 310.

**BEING** further designated as Lot No. 23 on the City of Providence Tax Assessor's Plat 64, as presently constituted, for reference purposes only.

**Parcel Two: 82 Whittier Avenue Providence, RI 02909**

**ALL** that certain lot or parcel of land together with the buildings and improvements thereon, situated in the City of Providence, County of Providence, State of Rhode Island, being bounded and described as follows:

**THAT** certain lot or parcel of land with all buildings and improvements thereon, situated at the southeasterly corner of Whittier Avenue and Heath Street in the City of Providence, State of Rhode Island, bounded and described as follows:

**BEGINNING** at the point of intersection of the easterly line of Heath Street and the southerly line of Whittier Avenue, and running thence easterly bounding northerly on said Whittier Avenue a distance of sixty (60) feet to land now or lately of Edward O.A. Clark and wife; thence running southerly bounding easterly on said Clark land a distance of sixty two (62) feet to land now or lately of Mary Alder; thence turning and running westerly bounding southerly on said Alder land a distance of sixty (60) feet to said Heath Street; thence turning and running northerly bounding westerly on said Heath Street to Whittier Avenue and the point and place of beginning

**SUBJECT** to restrictions of record, if any.

**BEING** further designated as Lot No. 334 of the City of Providence Tax Assessor's Plat 105, as presently constituted for reference purposes, only.

**Parcel Three: 85 Pocasset Avenue, Providence RI 02909**

**ALL THAT** certain lot or parcel of land together with the buildings and improvements thereon, situated in the City of Providence, County of Providence, State of Rhode Island, being bounded and described as follows:

**THOSE** two (2) certain lots of land, with all the buildings and improvements Thereon, situated on the northerly side of Pocasset Avenue, in the City and County of Providence and State of Rhode Island, laid out and designated as Lots No. 18 (eighteen) and 19 (nineteen) in Section "A" on that certain plat entitled "Plat of the Plain Farm West Providence By Cushing & Farnum 1853" which plat is recorded in the office of the Recorder of Deeds of said City of Providence on Plat Card 853.

**BEING** further designated as Lot No. 280 on the Providence Tax Assessor's Plat 108, as presently constituted, for reference purposes only.

**Parcel Four: 44 Grape Street, Providence, RI 02908**

**THAT CERTAIN** lot or parcel of land, with all buildings and improvements thereon, situated on the westerly side of Grape Street in the City and County of Providence, State of Rhode Island bounded and described as follows:

**BEGINNING** at a point in the westerly line of Grape Street at the northeasterly corner of said parcel and at the southeasterly corner of land now or lately of Peter Ruggiero; thence southerly bounding easterly on Grape Street eighty (80) feet to land now or lately of Carolina C. Mannarelli et al; thence turning at right angles and running westerly bounding southerly on the last mentioned land eighty (80) feet to an angle thence turning an interior angle of  $174^{\circ} 7'$  and running westerly bounding southerly on land now or lately of Lucien Spino and wife forty seven and  $30/100$  (47.30) feet to land now or lately of Raimondo Verno and wife; thence turning at right angles and running northerly bounding westerly in part on the last named land and in part on land now or lately of Pasco DeCorpo and wife eighty (80) feet to land now or lately of Raffaella Ruggiero; thence turning at right angles and running easterly bounding northerly on said Raffaella Ruggiero land thirty nine and  $7/100$  (39.07) feet to an angle; thence turning an interior angle of  $185^{\circ} 53'$  and running easterly bounding northerly on said land now or lately of Peter Ruggiero eighty (80) feet to Grape Street and the point of beginning.

**SAID** parcel comprises Lots Nos. 26 (twenty six) and 27 (twenty seven) on that plat entitled, "Samuel Hedley's Plat No. 2 of Sheffield Smith Land at Eagle Park North Pray, Surveyed and platted August 1864 by C.E. Paine", recorded in the office of the Recorder of Deeds in said Providence on Plat Card 375, together with the easterly portion of Lots Nos. 69 (sixty nine) and 70 (seventy) on that plat entitled, "The Dr. E.M. Harris Plat No. 2 of house Lots In Providence, RI. Platted by Mark W. Schofield May 1901", recorded in said Records in Plat Book 24 at Page 26 and (copy) on Plat Card 962.

**BEING** further designated as Lot No. 213 on the City of Providence Tax Assessor's Plat 119, as presently constituted for reference purposes only.

**Parcel Five: 135 Old County Road, Smithfield, RI 02917**

**THAT** certain parcel of land with all the buildings and improvements thereon situated on the easterly side of Old County Road in the Town of Smithfield, County of Providence, State of Rhode Island, said parcel being laid out and designated as Lots numbered Nineteen (19), Twenty (20) and Twenty-three (23) on that certain plat entitled, "Esmond Park Plan No. 1 Smithfield, R.I. By J. A. Latham, Sept. 1911", which said plat is recorded in the Town Clerk's office of said Town of Smithfield on Plat Card No. 32.

**SUBJECT** to any and all covenants, conditions, restrictions, easements, encumbrances, rights of way, terms and rights of record, insofar as the same are in force and applicable.

**BEING** further designated as Lot No. 3 on the Town of Smithfield Tax Assessor's Plat 31, as presently constituted, for reference purposes only.

## **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.