

UCC-1 Form

FILER INFORMATION

Full name:

Email Contact at Filer: JDASILVA@GREENWOODCU.ORG

SEND ACKNOWLEDGEMENT TO

Contact name: GREENWOOD CREDIT UNION

Mailing Address: 2669 POST ROAD

City, State Zip Country: WARWICK, RI 02886 USA

DEBTOR INFORMATION

Org. Name: OAKLEAF PROPERTIES, LLC

Mailing Address: 136 OLNEY KEACH ROAD

City, State Zip Country: CHEPACHET, RI 02814 USA

SECURED PARTY INFORMATION

Org. Name: GREENWOOD CREDIT UNION

Mailing Address: 2669 POST ROAD

City, State Zip Country: WARWICK, RI 02886 USA

TRANSACTION TYPE: STANDARD

COLLATERAL

1. PREMISES: 123-125 EAGLE PEAK ROAD, BURRILLVILLE, RHODE ISLAND 02859 AND 39-43 OAK LEAF WAY, GLOCESTER, RHODE ISLAND 02814, AS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT A-1 AND EXHIBIT A-2 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 OF THE BUILDINGS OR IMPROVEMENTS THEREON (COLLECTIVELY THE "IMPROVEMENTS") III. EASEMENTS: ANY EASEMENT, BRIDGE, OR THE RIGHT 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-1

That certain tract or parcel of land with all the buildings and improvements thereon, situated on the northerly side of Eagle Peak Road, in the Town of Burrillville, County of Providence and State of Rhode Island bounded and described as follows:

Beginning at a stone set in the northerly line of said Eagle Peak Road at the southwesterly corner of land now or lately of Leland A. and Emily Jones and at the southeasterly corner of the parcel hereby described; thence westerly bounding southerly on said Eagle Peak Road, one hundred fifty and 20/100 (150.20) feet to a stone set in the northerly line of said Eagle Peak Road at land now or lately of Harry and Ellen A. Crossland; thence northerly at an interior angle of 103 degrees 52' bounding westerly on said Crossland land, sixty-eight and 20/100 (68.20) feet to a drill hole in a stone; thence continuing northerly in the same course, bounding westerly in part on said Crossland land and in part on land of Percy W. and Vivian E. Charlesworth, in all two hundred nine and 20/100 (209.20) feet to an iron stake; thence westerly at an interior angle of 266 degrees 44' bounding southerly on said Charlesworth land, seventy-five and 80/100 (75.80) feet to an iron stake at land of Adelaide Park (life estate); thence northerly at an interior angle of 93 degrees 29' one hundred thirty-one and 20/100 (131.20) feet to an iron stake thence easterly at an interior angle of 91 degrees 21' one hundred forty-four (144) feet to a fence and wall corner, the last two lines bounding on said Peck land; thence S. 1.5 degrees W. bounding easterly in part on said Peck land and in part on said Jones land and passing through a drill hole in a stone, in all four hundred fifty-nine and 80/100 (459.80) feet to said Eagle Peak Road at the point of beginning.

The above described premises are shown on that certain unrecorded plat entitled "PLAN SHOWING LAND IN BURRILLVILLE, R.I. TO BE SOLD BY OLIVER PHILLIPS SCALE 1" = 50' DEC. 1955 ROBERT A. DUTCH REGISTERED LAND SURVEYOR."

Excepting however, from the above described premises that portion previously conveyed by deed of Oliver A. Phillips and Grace E. Phillips to Arthur J. Chaput and Dorothy Chaput dated April 24, 1956 and found recorded in Burrillville Registry of Deeds in Book 58 at page 380.

Subject to Right of Way and Water Pipe Rights recorded in Book 58 at Page 380.

Subject to Restrictions and Easements of Record.

Subject to covenants, conditions, easements and restrictions, if any, of record.

Property Address For Reference Only:
123-125 Eagle Peak Road
Burrillville, RI 02859
Plat 19 Lot 133

"EXHIBIT A" - 2

A certain tract or parcel of land southerly of Snake Hill Road on Pine Hill, so called, in the Town of Glocester, County of Providence and State of Rhode Island, bounded and described as follows:

Beginning at the northeasterly corner this lot at a stake and stones, about three hundred seventy (370) feet southerly of the center of Snake Hill Road; thence running N 84° W, four hundred twenty-nine (429) feet to a stone in a hard pine stump; thence running S 06° W at a distance of twelve hundred twelve (1212) feet, to a black oak stump and stones; thence running S. 82° E a distance of four hundred thirty-one and 5/10 (431.5) feet with other land of the grantors, to a stone set in heap of stones; thence running N 06° E a distance of twelve hundred thirty-two (1232) feet to a stake and stones at the point or place of beginning. Containing 12.09 acres, more or less.

Being Lot No. 1 on a plat division of land between Amasa Tucker and Anthony Tucker, made May 1, 1877 and recorded in the Land Evidence Records of the Town of Glocester in Book No. 31 at Page 260.

This conveyance is made together with a right of way of record.

Property Address For Reference Only:
39-43 Oak Leaf Way
Glocester, RI 02814
AP 5, Lot 53

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.