



**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGEMENT TO: (Name and Address)
Leigh H. Schreher, Esquire Troutman Sanders LLP Post Office Box 1122 Richmond, Virginia 23218

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME <b>TOWER HILL LANDINGS LLC</b>	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	1b. INDIVIDUAL'S SURNAME			
1c. MAILING ADDRESS <b>543 Thames Street</b>		CITY <b>Newport</b>	STATE <b>RI</b>	POSTAL CODE <b>02840</b>
			COUNTRY <b>USA</b>	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	2b. INDIVIDUAL'S SURNAME			
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME <b>FANNIE MAE</b>	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	3b. INDIVIDUAL'S SURNAME			
3c. MAILING ADDRESS <b>c/o Hunt Mortgage Capital, LLC c/o Hunt Real Estate Capital 11501 Outlook Street, Suite 300</b>		CITY <b>Overland Park</b>	STATE <b>KS</b>	POSTAL CODE <b>66211</b>
				COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral

Debtor's interest in all property located on or used or acquired in connection with the operation and maintenance of the real estate described in the attached Exhibit A, including, without limitation, the collateral described on Schedule A attached hereto and made a part hereof.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA:	

Tower Hill Landings (State - Rhode Island)

# 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

**TOWER HILL LANDINGS 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 gpg name (11a or 11b)

11a. ORGANIZATION'S NAME

**HUNT MORTGAGE CAPITAL, LLC**

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

c/o Hunt Real Estate Capital  
11501 Outlook Street, Suite 300

CITY

Overland Park

STATE

KS

POSTAL CODE

66211

COUNTRY

USA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

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 made a part hereof.

17. MISCELLANEOUS:

**SCHEDULE A**  
**TO UCC FINANCING STATEMENT**  
**(Borrower)**

DEBTOR: **TOWER HILL LANDINGS LLC**  
543 THAMES STREET  
NEWPORT, RHODE ISLAND 02840

SECURED PARTY: **HUNT MORTGAGE CAPITAL, LLC**  
C/O HUNT REAL ESTATE CAPITAL  
11501 OUTLOOK STREET, SUITE 300  
OVERLAND PARK, KANSAS 66211

This financing statement covers the following types (or items) of property (the "Collateral Property"):

**1. Improvements.**

The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the "Property"), including any future replacements, facilities, and additions and other construction on the Property (the "Improvements");

**2. Goods.**

All goods which are used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers, and other appliances; light fixtures, awnings, storm windows, and storm doors; pictures, screens, blinds, shades, curtains, and curtain rods; mirrors, cabinets, paneling, rugs, and floor and wall coverings; fences, trees, and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements (the "Goods");

**3. Fixtures.**

All Goods that are so attached or affixed to the Property or the Improvements as to constitute a fixture (the "Fixtures") under the laws of the jurisdiction in which the Property is located (the "Property Jurisdiction");

**4.     **Personalty.****

All Goods, accounts, choses of action, chattel paper, documents, general intangibles (including software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Collateral Property now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Collateral Property, and all other intangible property and rights relating to the operation of, or used in connection with, the Collateral Property, including all governmental permits relating to any activities on the Property or the Improvements. (the "**Personalty**");

**5.     **Other Rights.****

All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

**6.     **Insurance Proceeds.****

All insurance policies relating to the Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of any part of the Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirements;

**7.     **Awards.****

All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to any part of the Collateral Property, including any awards or settlements resulting from (a) any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Collateral Property, whether direct or indirect (a "**Condemnation Action**"), (b) any damage to the Collateral Property caused by governmental action that does not result in a Condemnation Action, or (c) the total or partial taking of any part of the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

**8.     **Contracts.****

All contracts, options, and other agreements for the sale of the any part of the Collateral Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

**9.     **Rents.****

All rents (whether from residential or non-residential space), revenues and other income of the Property or the Improvements, including subsidy payments received from any sources, including payments under any "Housing Assistance Payments Contract" or other rental subsidy agreement (if any), parking fees, laundry and vending machine income, and fees and charges for food, health care and other services provided at the Collateral Property, whether now due, past due, or to become due, and all tenant security deposits (the "**Rents**");

**10. Leases.**

All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Collateral Property, or any portion of the Collateral Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals thereof (the "Leases") and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

**11. Other.**

All earnings, royalties, accounts receivable, issues, and profits from any part of the Collateral Property, and all undisbursed proceeds of the loan secured by the Mortgage, Deed of Trust, or Deed to Secure Debt upon the Property and Improvements (the "Security Instrument") and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

**12. Imposition Deposits.**

Deposits held by the Secured Party to pay when due (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Collateral Property, (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require, (c) taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien on the Collateral Property or any taxes upon any of the documents evidencing or securing the loan secured by the Security Instrument, and (d) amounts for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Collateral Property, to prevent the imposition of liens on the Collateral Property, or otherwise to protect Secured Party's interests, all as reasonably determined from time to time by Secured Party (the "Impositions");

**13. Refunds or Rebates.**

All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

**14. Names.**

All names under or by which any of the Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Collateral Property;

**15. Collateral Accounts and Collateral Account Funds.**

Any and all funds on deposit in any account designated as a "Collateral Account" by Secured Party pursuant to any separate agreement between Debtor and Secured Party which provides for the establishment of any fund, reserve or account;

**16. Other Proceeds.**

Any and all products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

**17. Mineral Rights.**

All of Debtor's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas, minerals, and mineral interests with which any of the foregoing interests or estates are pooled or unitized; and

**18. Accounts.**

All money, funds, investment property, accounts, general intangibles, deposit accounts, chattel paper, documents, instruments, judgments, claims, settlements of claims, causes of action, refunds, rebates, reimbursements, reserves, deposits, subsidies, proceeds, products, Rents and profits, now or hereafter arising, received or receivable, from or on account of the ownership, management and operation of the Property and the Improvements.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the Property Jurisdiction (the "UCC"), shall have the meanings assigned to them by the UCC.

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**EXHIBIT A**  
**TO**  
**SCHEDULE A TO UCC FINANCING STATEMENT**

**(Borrower)**

**DESCRIPTION OF THE PROPERTY**

Real property in the Town of South Kingstown, County of Washington, State of Rhode Island, described as follows:

**Parcel A - Kingston Gardens Apartments**

That certain parcel of land with all buildings and improvements thereon situated in the State of Rhode Island, County of Washington, Town of South Kingstown and located on the easterly side of Kingstown Road (Route 138) bounded and described as follows:

Beginning at a point in the easterly line of Kingstown Road (Route 138) said point being the northwesterly corner of land now or formerly belonging to National Propane Corporation (AP 43-4 Lot 24) (Deed Book 78, Page 228) said point also being the southwesterly corner of the hereinafter described parcel;

Thence running in a general easterly direction bounded southerly by land now or formerly belonging to National Propane Corporation (AP 32-4/Lot 24) (Deed Book 78, Page 228) a distance of (300.00') feet to a point;

Thence turning an interior angle of 240°-23'-45" and running in a general southeasterly direction bounded southwesterly by land now or formerly belonging to National Propane Corporation (AP 32-4 Lot 24) (Deed Book 78, Page 728) a distance of (283.17') feet to a point;

Thence turning an interior angle of 216°-50'-52" and running in a general southerly direction bounded westerly by land now or formerly belonging to Donald and Carolyn Oliver (AP 32-4 Lot 23) (Deed Book 518, Page 17) a distance of (62.98') feet to a point on a stone wall;

Thence turning an interior angle of 78°-39'-05" and running in a general easterly direction bounded southerly by land now or formerly belonging to Dana B. Willis (AP 32-4 Lot 19) (Deed Book 183, Page 255) along a stone wall a distance of (175.95') feet to a point;

Thence turning an interior angle of 96°-48'-20" and running in a general northerly direction along a stone wall a distance of (29.72') feet to a point;

Thence turning an interior angle of 268°-02'-40" and running in a general easterly direction along a stone wall a distance of (36.27') feet to a point;

Thence turning an interior angle of 180°-06'-35" and running in a general easterly direction along a stone wall a distance of (102.20') feet to a point;

Thence turning an interior angle of 181°-09'-46" and running in a general easterly direction along a stone wall a distance of (297.09') feet to a point;

Thence turning an interior angle of 79°-59'-58" and running in a general northwesterly direction along a stone wall a distance of (92.39') feet to a point;

Thence turning and interior angle of 180°-23'-53" and running in a general northwesterly direction along a stone wall a distance of (158.99') feet to a point, said last six (6) courses being bounded easterly, southerly, southerly, southerly, northeasterly and northeasterly by land now or formerly belonging to Joseph H. & Louise Carpenter (A.P. 32 - Lot 2) (Deed Book 97, Page 189);

Thence turning an interior angle of 162°-11'-36" and running in a general northwesterly direction bounded northeasterly by land now or formerly belonging to Allenwood Associates (AP 32 - Lot 1) (Deed Book 363, Page 318) a distance of (405.07') feet to a point on a stone wall;

Thence turning and interior angle of 50°-23'-32" and running in a general southwesterly direction along a stone wall a distance of (10.76') feet to a point;

Thence turning an interior angle of 242°-38'-48" and running in a general westerly direction along a stone wall a distance of (111.99') feet to a point;

Thence turning an interior angle of 179°-25'-35" and running in a general westerly direction along a stone wall a distance of (116.23') feet to a point;

Thence turning and interior angle of 268°-40'-16" and running in a general northerly direction along a stone wall a distance of (25.45') feet to a point;

Thence turning an interior angle of 181°-23'-34" and running in a general northerly direction along a stone wall a distance of (320.53') feet to a point;

Thence turning an interior angle of 89°-48'-45" and running in a general westerly direction a distance of (447.33') feet to a point, said last six (6) courses being bounded northwesterly, northerly, northerly, easterly, easterly and northerly by land now or formerly belonging to University of Rhode Island (AP 32-1/Lot 12) (Deed Book 95, Page 337);

Thence turning an interior angle of 67°-39'-30" and running in a general southeasterly direction a distance of (110.30') feet to a point;

Thence turning an interior angle of 293°-29'-44" and running in a general westerly direction a distance of (183.89') feet to a point;

Thence turning an interior angle of 92°-00'-20" and running in a general southerly direction a distance of (74.32') feet to a point, said last three (3) courses being bounded southwesterly, northerly and westerly by land now or formerly belonging to Karen S. Hartung (A.P. 32-4/Lot 33) (Deed Book 513, Page 422);

Thence turning an interior angle of 88°-25'-46" and running in a general easterly direction a distance of (51.80') feet to a point;

Thence turning an interior angle of 245°-04'-10" and running in a general southeasterly direction a distance of (178.76) feet to a point;

Thence turning an interior angle of 292°-42'-50" and running in a general westerly direction partly along a stone wall a distance of (141.49') feet to a point, said last three (3) courses being bounded southerly,

southwesterly and northerly by land now or formerly belonging to Langdon Wilby (AP 32-4/Lot 32) (Deed Book 524, Page 37);

Thence turning an interior angle of  $57^{\circ}-17'-10''$  and running in a general southeasterly direction a distance of (75.00') feet to a point;

Thence turning an interior angle of  $292^{\circ}-42'-50''$  and running in a general westerly direction a distance of (125.00') feet to a point in the easterly line of Kingstown Road (Route 138); said last two (2) courses being bounded southwesterly and northerly by land now or formerly belonging to Langdon Wilby (A.P. 32-4/Lot 31) (Deed Book 524, Page 37);

Thence turning an interior angle of  $67^{\circ}-17'-10''$  and running in a general southeasterly direction bounded southwesterly by Kingstown Road (Route 138) a distance of (239.39') feet to the point and place of beginning.

Said last described course forms an interior angle of  $115^{\circ}-23'-30''$  with the first described course.

#### Parcel B - Open Spaces Conservation Easement

That certain lot or parcel of land, together with all buildings and improvements thereon, situated easterly of Rolens Drive in the Town of South Kingstown, County of Washington, State of Rhode Island, bounded and described as follows:

Commencing at the point in the stone wall in the southeasterly line of land now or lately of Board of Trustees of State Colleges (U.R.I.) at a northeasterly corner of land of Allenwoods Apartment and in a northeasterly direction a distance of seventy-one and thirty-four one-hundredths (71.34) feet to a point; thence turning at an interior angle of  $183^{\circ}-13'-20''$  and continuing in a northeasterly direction a distance of eighty-six and eight-three one-hundredths (86.83) feet to a point; thence turning at an interior angle of  $178^{\circ}-24'-49''$  and continuing in a northeasterly direction a distance of seventy-eight and sixty-five one-hundredths (78.65) feet to a point; thence turning at an interior angle of  $180^{\circ}-55'-58''$  and continuing in a northeasterly direction a distance of seventy-seven and ninety-four one-hundredths (77.94) feet to a point; thence turning at an interior angle of  $244^{\circ}-42'-39''$  and running in a northerly direction a distance of two hundred eighty-five and sixty-eight one-hundredths (285.68) feet to a point; thence turning at an interior angle of  $87^{\circ}-44'-22''$  and running in an easterly direction a distance of one hundred seventeen and seventy-four one hundredths (117.74) feet to a point; thence turning at an interior angle of  $183^{\circ}-34'-25''$  and continuing in an easterly direction a distance of one hundred eighty-nine and thirty-two one-hundredths (185.32) feet to a point; the last seven courses running along stone walls; thence turning at an interior angle of  $177^{\circ}-36'-16''$  and continuing in an easterly direction a distance of six hundred thirty-one and thirty-two one hundredths (631.32) feet to a point; the last eight courses being bounded northwesterly, westerly and northerly by said Board of Trustees of State Colleges land to a point in a stone wall; thence turning at an interior angle of  $69^{\circ}-24'-18''$  and running in a southwesterly direction a distance of eight and ninety-four one hundredths (8.94) feet to a set drill hole in a stone wall; thence turning at an interior angle of  $180^{\circ}-00'-00''$  and continuing in a southwesterly direction a distance of one hundred ninety-one and sixty-two one hundredths (191.62) feet to a set drill hole in a stone wall; thence turning at an interior angle of  $180^{\circ}-02'-10''$  and continuing in a southwesterly direction a distance of two hundred seventy-two and thirty-six one-hundredths (272.36) feet to a set drill hole in a stone wall; thence turning at an interior angle of  $179^{\circ}-19'-54''$  and continuing in a southwesterly direction a distance of two hundred thirteen and eighteen one-hundredths (213.18) feet to a set drill hole in a stone wall; thence turning at an interior angle of  $1820-34T-07''$  and continuing in a southwesterly direction a distance of two

hundred forty-five and twenty-two one hundredths (245.22) feet to a point; thence turning at an interior angle of 209°-20'-16" and running in a southeasterly direction a distance of seventy-six and fifty-six one-hundredths (76.56) feet to a point; thence turning at an interior angle of 146°-11'-35" and running in a southwesterly direction a distance of one hundred nineteen and thirty-six one-hundredths (119.36) feet to a point in the northeasterly line of the South County Public Service Company right of way, the last seven courses running along a stone wall and bounding southeasterly, northeasterly and southeasterly on land now or lately of Gerard H.G. Forman; thence turning at an interior angle of 89°-40'-02" and running in a northwesterly direction a distance of five hundred seventy-seven and sixty-five one-hundredths (577.65) feet to a point; thence turning at an interior angle of 202°-19'-14" and running in a westerly direction a distance of twenty-five and forty-five one hundredths (25.45) feet to a point in a stone wall, the last two courses bounding on the northeasterly and northerly line of the right of way of South County Public Service Company and land now or lately of Joseph H. Carpenter et al; thence turning at an interior angle of 278°-18'48" and running in a southerly direction along said stone wall a distance of twenty and eighty-one one-hundredths (20.81) feet to a point; thence turning at an interior angle of 179°-21'-13" and continuing in a southerly direction along said stone wall a distance of ninety-six and eighty-six one-hundredths (98.86) feet to a point; thence turning at an interior angle of 179°-55'-05" and continuing in a southerly direction a distance of one and thirty-one one-hundredths (1.31) feet to a point, the last three courses bounding easterly on said Carpenter land; thence turning at an interior angle of 17°-48'-24" and running in a northwesterly direction, bounded southwesterly on said Allenwoods Apartment land, a distance of four hundred five and seven one-hundredths (405.07) feet to the point and place of beginning; or however otherwise bounded and described.

Together with all right title and interest in and to those two lots or parcels of land designated as "Overlap Lot #1 3.33 +/- Acres" and "Overlap Lot #2 0.20 +/- Acres" on that certain plat entitled, "Plan of Property Survey of Land Owned by: Sheila M. L. Forma, at the end of Zinn's Drive, between the Villages of Peace Dale and Kingston, in the Town of South Kingstown, R.I., Joseph W. Frisella, P.E. & P.L.S. March 2002, Scale 1" = 100'," which plat is recorded in the Land Evidence Records of the Town of South Kingstown at C2003-28 and 29.