

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com	
C SEND ACKNOWLEDGMENT TO (Name and Address)	
1759 28141 CSC 801 Adlai Stevenson Drive Springfield, IL 62703	Filed In Rhode Island (S O S)

filingacks@cscinfo.com

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)

1a ORGANIZATION'S NAME Oakwood Gardens Condominium Association, Inc.				
OR				
1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c MAILING ADDRESS c/o Great North Property Management, 1865 Post Rd., Ste. 202		CITY Warwick	STATE RI	POSTAL CODE 02886
				COUNTRY USA

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)

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

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

3a ORGANIZATION'S NAME Mutual of Omaha Bank				
OR				
3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c MAILING ADDRESS 4950 S. 48th Street		CITY Phoenix	STATE AZ	POSTAL CODE 85040
				COUNTRY USA

4 COLLATERAL This financing statement covers the following collateral:
See Attached Exhibit A.

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 DE SIGNATORY (if applicable): <input type="checkbox"/> Lessor/Lessor <input type="checkbox"/> Consignor/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailor/Borrower <input type="checkbox"/> Licensee/Licensee				

8 OPTIONAL FILER REFERENCE DATA 1703052001 1759 28141

EXHIBIT "A" TO UCC FINANCING STATEMENT

<u>DEBTOR:</u> Oakwood Gardens Condominium Association, Inc.	<u>SECURED PARTY:</u> Mutual of Omaha Bank
---	---

Capitalized terms used herein without definition have the meanings given them in that certain Loan and Security Agreement made by and between Debtor and Secured Party.

Debtor ("Borrower") hereby irrevocably and unconditionally grants a security interest to Secured Party ("Lender"), which Debtor now has or may later acquire, in and to the following property:

All money, accounts and deposit accounts of Borrower, all rights of Borrower to levy and collect all assessments, including but not limited to assessments levied by Borrower against each of the units/lots in the Project for payment of the Loan by Borrower; all rights of Borrower to receive payments from owners, present or future, of units/lots within the Project; all rights of Borrower to enforce the payment of assessments by lien with power of sale and in any other manner authorized by Borrower's Governing Documents and by applicable law; all rents, tax refunds, insurance proceeds, condemnation awards, and/or litigation claims, settlements or judgments due to, asserted on behalf of, or hereinafter awarded to Borrower; and all proceeds of the foregoing in whatever form. (As used herein, "Project" means the common interest development known as Oakwood Gardens Condominium, located in North Providence, Rhode Island, as more particularly identified in the Loan and Security Agreement.)