

UCC-1 Form

FILER INFORMATION

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SEND ACKNOWLEDGEMENT TO

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Mailing Address: **2088 BROAD STREET**

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

DEBTOR INFORMATION

Org. Name: **L & L REALTY, LLC**

Mailing Address: **42 GRANITE STREET**

City, State Zip Country: **WESTERLY, RI 02891 USA**

SECURED PARTY INFORMATION

Org. Name: **WESTERLY COMMUNITY CREDIT UNION**

Mailing Address: **122 GRANITE STREET**

City, State Zip Country: **WESTERLY, RI 02891 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: RI SECRETARY OF STATE

COLLATERAL

I. PREMISES: 135-139 HIGH STREET, 4 BOBOLINK DRIVE, 7 TURANO AVENUE, 5 LARKWOOD LANE, 88 EAST AVENUE AND 21 GREENMAN AVENUE, WESTERLY, RHODE ISLAND 02891, 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	
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):

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:

17. MISCELLANEOUS:

EXHIBIT A

4 Bobolink Drive (AP 86, Lot 26)

That certain tract or parcel of land together with the dwelling house and all other improvements thereon, located in the Town of Westerly, Rhode Island, being designated as Lot Number 12 on that certain plan entitled, "Plan Showing Subdivision of Property of Dower Realty Company, Meadowlark Drive and North Riverdale Road, Westerly, P&I of Rhode Island, Scale: 1" = 50' October 1966, Rossi & Lewis, Engineers, Westerly, Rhode Island", which said plat is recorded in the Town Clerk's Office in said Town of Westerly, to which reference is hereby had and made

Subject to applicable restrictions, reservations and limitations of record.

7 Turano Avenue (AP 46, Lot 88C)

That certain tract or parcel of land with buildings and improvements thereon, being generally located on the easterly side of Turano Avenue in the Town of Westerly, County of Washington and State of Rhode Island, bounded and described as follows:

BEGINNING at the northwesterly corner of the parcel herein described on the easterly line of said Turano Avenue, at the southwest corner of land now or formerly of John I. Frey, and located 261.20 feet northerly of the intersection of the easterly line of said Turano Avenue and the northerly line of Pierce Street as measured along the easterly line of Turano Avenue;

THENCE easterly, bounded northerly by said Frey land 182.88 feet to the northeasterly corner of the parcel herein described at a granite bound;

THENCE turning an interior angle of $101^{\circ} 32' 07''$ and proceeding southerly 52.46 feet to the southeasterly corner of the parcel herein described at an iron pipe;

THENCE turning an interior angle of $77^{\circ} 00' 37''$ and proceeding westerly, bounded southerly by land now or formerly of Joseph B. Turano 114.58 feet to a corner of the parcel herein described;

THENCE turning an interior angle of $88^{\circ} 00' 39''$ and proceeding northerly, bounded westerly by other land now or formerly of Joseph E. Pellegrino and Maude C. Pellegrino 13.00 feet;

THENCE turning an interior angle of $273^{\circ} 26' 38''$ and proceeding westerly, bounded southerly by other land now or formerly of said Pellegrino 75.00 feet to a corner of the parcel herein described;

THENCE turning an interior angle of $251^{\circ} 49' 47''$ and proceeding southwest 25.66 feet to the southwest corner of the parcel herein described at the easterly line of said Turano Avenue;

THENCE turning an interior angle of $14^{\circ} 55' 32''$ and proceeding northerly by and along the easterly line of said Turano Avenue 60.00 feet to the point and place of beginning. The first and last mentioned courses intersect to form an interior angle of $93^{\circ} 14' 40''$.
Said parcel contains 8,363 square feet, more or less.

135-139 High Street (AP 47, Lot 131)

That certain tract or parcel of land with the buildings and improvements thereon, situated on the southeasterly side of High Street, so-called, in the Town of Westerly, County of Washington and State of Rhode Island, bounded and described as follows:

Beginning at a point in the southeasterly line of High Street distant eighty (80) northwesterly measured at right angle from station 990 + 06.32 of the monumented center line of the railroad of The New York, New Haven and Hartford Railroad Company;

Thence northeasterly bounding northwesterly on said High Street two hundred thirty-two feet (232) feet, more or less, to land formerly of Benjamin Bentley;

Thence southeasterly bounding northeasterly on said land formerly of Benjamin Bentley one hundred thirty and five tenths (130.5) feet, more or less, to a point distant eighty (80) feet northwesterly measured at right angles from station 992 + 43.52 of said center line;

Thence southwesterly bounding southeasterly on remaining land of the said The New York, New Haven and Hartford Railroad Company by a line parallel with and distant eighty (90) feet northwesterly at right angles from said monumented center line two hundred thirty-seven and two tenths (237.2) feet to the point of beginning; containing fourteen thousand five hundred twenty-five (14,525) square feet, more or less

88 East Avenue (AP 97, Lot 152)

That certain lot of land with the buildings and improvements thereon, situated on the easterly side of East Avenue, in the Town of Westerly, County of Washington and State of Rhode Island, laid out and delineated as Lot No. 1 (one) on that plat entitled, "EAST LOVAT MEADOWS - Property of - LOUIS PANCIERA, et ux., located on the easterly side of East Avenue, Westerly, Rhode Island March 1951 Rossi and Lewis Engineers" recorded in the records of Land Evidence in said Town of Westerly in Plat Book 7 at Page 74.

Said Lot is bounded and described as follows:

Beginning at a point in the easterly line of East Avenue at the southwesterly corner of said lot and at the northwesterly corner of land now or lately of Joseph J. McVeigh, et al;

Thence northerly bounding westerly on East Avenue twenty-nine and 28/100 (29.28) feet to a point of curve;

Thence curving northeasterly and easterly along the arc of a curve having a radius of thirty (30) feet a distance of forty-six and 8/10 feet to a point of tangency;

Thence easterly bounding northerly on a Reserved Strip shown on said plat one hundred nineteen and 28/100 (119.28) feet to land now or lately of Louis Panciera, et al;

Thence southerly bounding easterly on the last mentioned land sixty (60) feet to said McVeigh land;

Thence westerly bounding southerly on the last mentioned land one hundred fifty (150) feet to East Avenue and the point and place of beginning.

21 Greenman Avenue (AP 76, Lot 60)

A certain lot or parcel of land with a dwelling house, garage and other improvements thereon standing, located on the northerly side of Greenman Avenue, so-called, in the Town of Westerly, County of Washington and State of Rhode Island, and bounded and described as follows, to wit:

Beginning at the southeasterly corner of the parcel herein described at a point on the northerly line of Greenman Avenue, so-called, said point of beginning being the southwesterly corner of land now or formerly of John J. and Josephine Szymanski: thence northerly bounded easterly by said Szymanski land a distance of 100 feet to a stone bound; thence again northerly, turning an interior angle to the right of $180^{\circ} 05' 30''$, bounded easterly by said Szymanski land, a distance of 53.15 feet to a stone bound at the northeasterly corner of the within described premises; thence westerly turning an interior angle to the right of $96^{\circ} 01' 30''$ bounded northerly by said land of Szymanski, a distance of 102 feet to an iron pipe; thence southerly on a course parallel with the first hereinbefore mentioned course, turning an interior angle to the right of $83^{\circ} 53'$ bounded westerly by land now or formerly of Lewis Robbins, a distance of 164.05 feet to the said northerly line of Greenman Avenue, said last mentioned course passing along the westerly face of a stone post at said Greenman Avenue; thence easterly at right angle, along said northerly line of Greenman Avenue, a distance of 101.30 feet to the point and place of beginning.

Together with the right to pass and repass, in common with others, at any and all times and for any and all purposes, on foot and with any and all forms of conveyance, over and across the present existing driveway extending from near the southeasterly corner of said land of John J. Szymanski, et ux, across the rear of the within described premises, to a point near the southwesterly corner of land of said Lewis Robbins or as said driveway may be relocated; and SUBJECT to said grantees, their heirs and assigns, sharing their proportionate share of the maintenance thereof with the other users of said right of way as appears in deed of Abraham Itchkavich and Lewis Robbins, to said John J. Szymanski et ux, recorded in the Land Evidence Records of said Town of Westerly, and SUBJECT to rights of way of record.

5 Larkwood Lane (AP 86, Lot 29)

Those certain tracts or parcels of land, with buildings and improvements thereon, delineated as Lots 15 and 16 on that certain plat entitled "Plan Showing Subdivision of Property of Dower Realty Co. Meadowlark Drive & North Riverdale Rd. Westerly, Rhode Island Scale 1 = 50' October 1966 Rossi & Lewis Engineers Westerly, R.I." which plat is duly recorded in said Westerly Land Evidence Records and is hereby incorporated.

Also, all the right, title and interest of the grantor in and to that certain roadway known as Jovere Drive, so-called, it being the unnamed roadway shown on said plat abutting Lots 1-10; 15-25 and running in a westerly direction from North Riverdale Road to the intersection of another unnamed roadway on said plat; except for any portion thereof previously deeded to the Town of Westerly for highway purposes.

The aforesaid are subject to applicable easements, restrictions, limitations and covenants of record and to any and all existing drainage rights as may presently exist by reason of usage or otherwise and the following restriction and limitation which shall run with the land, to wit: the drainage area for Jovere Drive, so-called, North Riverdale Road and Meadowlark drive, which presently is located on a part of the aforesaid premises shall not be filled in or otherwise modified and/or changed in any manner, the aforesaid drainage area being for the benefit of all the other lots on the aforesaid plat and the roadways heretobefore mentioned.

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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.