

UCC-1 Form

FILER INFORMATION

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

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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: **TDR PROPERTIES, LLC**

Mailing Address: **84 CUTLER STREET**

City, State Zip Country: **WARREN, RI 02885 USA**

SECURED PARTY INFORMATION

Org. Name: **THE PEOPLE'S CREDIT UNION**

Mailing Address: **858 WEST MAIN ROAD**

City, State Zip Country: **MIDDLETOWN, RI 02842 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: RI SECRETARY OF STATE

COLLATERAL

I. PREMISES: 84 CUTLER STREET, WARREN, RHODE ISLAND 02885, 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

TDR Properties, 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

That certain lot or parcel of land situated on the easterly side of North Cutler Street in the Town of Warren, County of Bristol, and the State of Rhode Island bounded and described as follows:

Beginning at a point in the easterly line of North Cutler Street (so called; now abandoned) at the west/northwesterly corner of the hereinafter described parcel, said point being ninety-nine and eighty-five hundredths (99.85') feet from a granite bound found at the corner of Green Street and North Cutler Street, as measured along the easterly line of said North Cutler Street; thence running southerly one hundred ninety- five and sixty-nine hundredths (195.69') feet to a point; the last described course bounded westerly by the abandoned portion of North Cutler Street;

Thence turning an interior angle of $116^{\circ} 45' 45''$ to the chord of a curve to the left, and continuing along the arc of said curve having a radius of nine hundred ninety six and sixty-two hundredths (996.62') feet, a central angle of $2^{\circ} 13' 31''$, for an arc distance of thirty eight and seventy hundredths (38.70') feet to a point;

Thence turning an interior angle of $174^{\circ} 53' 19''$ from the chord to the chord of a curve to the left and continuing along the arc of said curve having a radius of one thousand four hundred seventy three and ninety four hundredths (1473.94') feet, a central angle of $7^{\circ} 59' 50''$ for an arc distance of two hundred five and seventy three hundredths (205.73') feet to a point;

Thence turning an interior angle of $174^{\circ} 49' 46''$ from the chord to the chord of a curve to the left and continuing along the arc of said curve having a radius of two thousand nine hundred six and eighteen hundredths (2906.18') feet, a central angle of $2^{\circ} 20' 22''$ for an arc distance of one hundred eighteen and ninety two hundredths (118.92') feet to a point;

The last three courses bounded southerly partly by the northerly end of Henry Street, partly by land now or formerly of Gilda Palmeiri, partly by the northerly end of Paquin Street, partly by land now or formerly of Edmund Massa, and partly by land now or formerly of Yvonne Boisvert;

Thence turning an interior angle of $87^{\circ} 41' 26''$ and running northerly three hundred twenty six and twenty eight hundredths (326.28') feet to a point bounded easterly by other land of the Grantor herein, being the FIRST PARCEL on the plan hereinafter referenced;

Thence turning an interior angle of $90^{\circ} 0' 0''$ and running westerly two hundred forty eight and seventy three hundredths (248.73') feet to a point bounded northerly in part by land now or formerly of American Tourister, and in part by the southerly line of Green Street;

Thence turning an interior angle of $89^{\circ} 58' 40''$ and running southerly one hundred fifteen and ninety three hundredths (115.93') feet to a point;

Thence turning an interior angle of $275^{\circ} 05' 58''$ and running westerly one hundred eleven and fourteen hundredths (111.14') feet to a point;

Thence turning an interior angle of $185^{\circ} 46' 14''$ continuing westerly fifty and no hundredths (50.00') feet to the point and place of beginning, the last three courses bounded northerly and westerly by land now or formerly of Lancer Chemical, said last described course forming an interior angle of $64^{\circ} 58' 38''$ with the first described course.

Said premises are also shown as SECOND PARCEL OF THE PROPERTY on that certain plan entitled "Lloyd Manufacturing DATE: 9/10/2001 SHEET TITLE: PROPERTY EASEMENTS" attached to the Deed recorded in Book 387 at Page 74 in the Warren Land Evidence Records.

TOGETHER WITH the abandoned portions of Cutler Street immediately adjacent to the premises described above and subject to the rights of others therein.

TOGETHER WITH:

1. An easement, for the benefit of the Grantee, its successors and assigns, for ingress and egress to the conveyed premises on foot or by vehicle, over the abandoned portion of Cutler Street, as reserved by Lloyd Manufacturing Co., Inc. in that certain deed to Robert J. Avila, as recorded in Book 129 at Page 516 of the Warren Land Evidence Records.
2. An easement, for the benefit of the Grantee, its successors and assigns, for passing by foot or vehicle over and onto that certain area located within the FIRST PARCEL OF PROPERTY and designated on said plan as "PROPOSED 1690 sq./ft. EASEMENT TO BE GRANTED TO OWNERS OF SECOND PARCEL OF PROPERTY BY OWNERS OF FIRST PARCEL OF PROPERTY". Said easement is granted for the purpose of backing and turning of vehicles using the rear loading doors of the building on the conveyed premises. All maintenance of the fences around the perimeter of the easement area, and the maintenance of the pavement within the easement area shall be the responsibility of the Grantee. The Grantor shall retain the right of access to the easement area through the Access Gate as shown on said plan.

PROPERTY ADDRESS:

84 Cutler Street

Warren, Rhode Island 02885

MAP 8 LOTS 115 and 115A

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.