

# 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: CORNERSTONE CHURCH OF WARWICK, RHODE ISLAND

Mailing Address: 1990 ELMWOOD AVENUE

City, State Zip Country: WARWICK, RI 02888 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

## CUSTOMER REFERENCE: RI SECRETARY OF STATE

## COLLATERAL

I. PREMISES: 302 AND 306 HEATH AVENUE; 1990 AND 2004 ELMWOOD AVENUE, WARWICK, RHODE ISLAND 02888 AND 550 COWESETT ROAD, WARWICK, RHODE ISLAND 02886, 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

### Parcel I:

550 Cowesett Road  
Warwick, Rhode Island  
AP: 232/Lot(s): 12

That certain lot or parcel of land situated in the City of Warwick, County of Kent, State of Rhode Island, bounded and described as follows:

Beginning at an iron pin on the southerly line of Cowesett Road, 238.17 feet as measured along the arc easterly from a Rhode Island Highway Bound at station 58+70.62, said point of beginning also being at the northeasterly corner of land of this grantor; thence running S. 2°-22'-28" E bounded westerly by other land of this grantor: a distance of 645.85 feet to a pin and land of Romeo Picerne; thence turning and running N 86°-48'-58" E a distance of 175.00 feet to a pin in the remains of a stone wall; thence turning and running N 3°-17'-41" W a distance of 271.16 feet to a pin in the stone wall; thence turning and running N 2°-44'-57" W a distance of 134.13 feet to a pin in the stone wall and the southwesterly corner of land of John Barbour II; thence turning and running N 1°-14'-35" W a distance of 220.72 feet to a pin in the southerly line of Cowesett Road; thence running westerly along the arc of a curve having a radius of 2970.00 feet, a central angle of 3°-22'-34" a distance of 175.00 feet to the point or place of beginning. Having an area of 2.51 Acres.

AND ALSO that certain tract or parcel of land with all buildings and improvements thereon situated on the southerly side of Cowesett Road in the City of Warwick and State of Rhode Island being bounded and described as follows:

Beginning at an iron pin at the southeasterly corner of the parcel herein which said point is the southwesterly corner of land now or formerly of this grantee; thence running westerly bounded southerly by land now or formerly of Romeo S. Picerne, Jr. two hundred forty and 38/100 (240.38) feet to an iron pin and land now or formerly of Robert H. Petrarca; thence turning an interior angle and running northerly bounded westerly by said Petrarca land to a point twenty-five (25) feet south of an existing stone wall; thence turning an interior angle and running easterly parallel to said stone wall bounded northerly by land now or formerly of this grantor to said land of this grantee; thence turning an interior angle and running southerly bounded easterly by said grantee's land to the place or point of beginning.

### Parcel II:

302 Heath Avenue  
Warwick, Rhode Island  
AP: 295/Lot(s): 102

Those two (2) certain lots of land with all the buildings and improvements thereon, situated on the easterly side of Heath Avenue in the City of Warwick, County of Kent and State of Rhode Island, laid out and designated as lots Nos. 195 (one hundred ninety-five) and 196 (one hundred ninety-six) on that plat entitled, "BELMONT PARK BELONGING TO CREDIT FORCIER CANADIAN REVISED PLAN SECTIONS 15 TO 35 MAY 1909 C.A. THAYER-ENG'R" which plat is recorded with the Record of Land Evidence in said City of Warwick in Plat Book 5 at Page 6 and (copy) on Plat Card 206.

Together with all right, title and interest in and to the abandoned portions of Heath Street immediately adjacent thereto pursuant to Order of Abandonment set forth in City Council Book 11 at Page 145 and in City Council Book 12 at Page 95.

**Parcel III:**

**306 Heath Avenue  
Warwick, Rhode Island  
AP: 295/Lot(s): 100**

Those four (4) certain lots of land with all the buildings and improvements thereon, situated on the easterly side of Heath Avenue in the City of Warwick, County of Kent and State of Rhode Island, laid out and designated as lots Nos. 197 (one hundred ninety-seven), 198 (one hundred ninety-eight), 199 (one hundred ninety-nine), and 200 (two hundred) in Block No. Thirty-four (34) on that plat entitled, "BELMONT PARK BELONGING TO CREDIT FORCIER CANADIAN REVISED PLAN SECTIONS 15 TO 35 MAY 1909 C.A. THAYER-ENG'R" which plat is recorded with the Record of Land Evidence in said City of Warwick in Plat Book 5 at Page 6 and (copy) on Plat Card 206.

Together with all right, title and interest in and to the abandoned portions of Heath Street immediately adjacent thereto pursuant to Order of Abandonment set forth in City Council Book 11 at Page 145 and in City Council Book 12 at Page 95.

**Parcel IV:**

**1990 Elmwood Avenue  
Warwick, Rhode Island  
AP: 295/Lot(s): 90**

That certain tract or parcel of land with all the buildings and improvements thereon, situated on the easterly side of Elmwood Avenue and on the westerly side of Heath Avenue, in the City of Warwick, County of Kent and State of Rhode Island, bounded and described as follows:

Beginning at the northwesterly corner of the parcel herein conveyed at the southwesterly corner of land now or lately of Charles Brailsford, Jr., et ux in the easterly line of Elmwood Avenue; thence easterly bounded northerly by said Brailsford land two (200) feet to the westerly line of Heath Avenue; thence turning an angle of 90° and running southerly bounded easterly by said Heath Avenue seventy-five (75) feet to land now or lately of Cornerstone Church of Warwick; thence turning an angle of 90° and running westerly bounded southerly by said Cornerstone Church of Warwick land two hundred (200) feet to the easterly line of Elmwood Avenue; thence turning and running northerly bounded westerly by Elmwood Avenue seventy-five (75) feet to the point and place of beginning. Containing 15,000 square feet of land.

AND ALSO that certain lot or parcel of land with all improvements located thereon, situated in the City of Warwick, County of Kent, State of Rhode Island, bounded and described as follows:

Beginning at a point at the southwesterly corner of Fifth Avenue and Heath Avenue, said point being the northeast corner of the herein described parcel;

Thence running southerly bounding easterly on said Heath Avenue a distance of one hundred (100) feet to land now or formerly of Cornerstone Church;

Thence turning an interior angle of 90°00'00" and running westerly bounding southerly on said Cornerstone Church property a distance of fifty (50) feet;

Thence turning an interior angle of 90°00'00" and running northerly bounding westerly on land now or formerly of Charles Brailsford, Jr. et ux a distance of one hundred (100) feet to the southerly line of Fifth Avenue;

Thence turning an interior angle of 90°00'00" and running easterly bounding northerly on Fifth Avenue a distance of fifty (50) feet to the point and place of beginning.

Said first and last courses forming an interior angle of 90°00'00".

Said property being portions of Lot 485 and 486 as shown on that plat entitled "1892 REVISED PLAT OF SOUTH ELMWOOD BELONGING TO B.F. HARRINGTON AND OTHERS IN DIVISION NO. 2" which plat is recorded in the Land Evidence Records of the City of Warwick in Plat Book 3 at page 27 and on Plat Card 108.

Together with all right, title and interest in and to the abandoned portions of Heath Street immediately adjacent thereto pursuant to Order of Abandonment set forth in City Council Book 11 at Page 145 and in City Council Book 12 at Page 95.

**Parcel V:**

**2004 Elmwood Avenue  
Warwick, Rhode Island  
AP: 295/Lot(s): 89**

That certain tract or parcel of land, with all the buildings and improvements thereon, situated on the easterly side of Elmwood Avenue and the westerly side of Heath Avenue in the City of Warwick, County of Kent and State of Rhode Island, comprising all of Lot Nos. 492 (four hundred ninety-two) and 493 (four hundred ninety-three) and the southerly and adjoining half of Lots Nos. 490 (four hundred ninety) and 491 (four hundred ninety-one) on that plat entitled, "1892 REVISED PLAN OF SOUTH ELMWOOD BELONGING TO B.F. HARRINGTON AND OTHERS DIVISION NO. 2", which plat is recorded with the Record of Land evidence in said City of Warwick in Plat Book 3, at page 27 and (copy) on Plat Card 108.

Together with all right, title and interest in and to the abandoned portions of Heath Street immediately adjacent thereto pursuant to Order of Abandonment set forth in City Council Book 11 at Page 145 and in City Council Book 12 at Page 95.

**Property Address:**

302 and 306 Heath Avenue; 1990 and 2004 Elmwood Avenue, Warwick, Rhode Island 02888 and 550 Cowesett Road, Warwick, Rhode Island 02886

Assessor's Plat:           ; Lot:           ; Unit:

## **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.