

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: **STRIPER REALTY GROUP, LLC**

Mailing Address: **26 TYLER POINT ROAD**

City, State Zip Country: **BARRINGTON, RI 02806 USA**

SECURED PARTY INFORMATION

Org. Name: **CITIZENS BANK, N.A.**

Mailing Address: **ONE CITIZENS PLAZA**

City, State Zip Country: **PROVIDENCE, RI 02903 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: RI SECRETARY OF STATE

COLLATERAL

PREMISES: 24 AND 26 TYLER POINT ROAD, BARRINGTON, RHODE ISLAND 02806 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"

That certain lot or parcel of land with all the buildings and improvements thereon, situated in the Town of Barrington, County of Bristol and State of Rhode Island, bounded and described as follows:

Beginning at a point in the easterly line of Tyler Point Road four hundred ninety-six and 16/100 (496.10) feet southerly from the point of intersection of said easterly line of Tyler Point Road with the southerly line of County Road; thence easterly at right angles with said line of Tyler Point Road and bounding northerly on land now or formerly of Lucius T. Warner and wife, two hundred thirty-four (234) feet, more or less, to Warren River; thence southwesterly bounding southeasterly on Warren River about seventy-three (73) feet to a corner; thence westerly in a line parallel with and distant sixty-six and 17/100 (66.17) feet southerly from the first described course and bounding southerly on land now or formerly of said Lucius T. Warner and wife two hundred five (205) feet, more or less, to Tyler Point Road; thence turning a right angle and running northerly bounding westerly on Tyler Point Road sixty-six and 17/100 (66.17) feet to the point of beginning.

Property Address:

24 Tyler Point Road
Barrington, RI 02506
PLAT 27 LOT 34

Those two certain lots or parcels of land with all the buildings and improvements thereon, situated in the Town of Barrington, County of Bristol and State of Rhode Island, bounded and described as follows:

PARCEL I:

Beginning at a point in the easterly line of Tyler Point, said point also being the southwesterly corner of other property now or formerly of these grantors; thence easterly bounding northerly by said grantor's property 205.00 feet, more or less, to the Warren River; thence turning and running southerly bounding easterly by said River 215.00 feet, more or less, to a corner; thence turning and running westerly bounding southerly by property now or formerly of Lucius T. Warner and wife, 169.80 feet, more or less, to a granite bound located at the southeasterly corner of Tyler Point Cemetery; thence turning an interior angle of 63° 35' 20" and running in a northeasterly direction bounding northwesterly by said cemetery 189.80 feet to a corner; thence turning an interior angle of 272° 31' 30" and running in a northwesterly direction bounding southwesterly by said Cemetery 18.75 feet to a corner and the easterly line of said Road; thence turning an interior angle of 112° 30' 10" could running northerly along the easterly line of said Road 1.79 feet to a granite bound; thence continuing northerly along the easterly line

of said Road 15.00 feet to the point and place of beginning; last described line form an interior angle of 90° 00' 00" with the first described line.

PARCEL II:

That certain lot or parcel of land situated in the Town of Barrington, bounded and described as follows:

Beginning at a point on the westerly side of the Warren River, said point being the southeasterly corner of land now or formerly owned by Edward P. Ginalski et ux; thence westerly bounding northerly in part by said Ginalski land and in part by the Tyler Point Cemetery, so-called, two hundred sixty four and 5/10ths (264.5) feet, more or less, to a granite bound, said granite bound being the southwesterly corner of said Tyler Point Cemetery; thence turning an exterior angle of 269° 37' 20" and running northerly bounding easterly said Tyler Point Cemetery two hundred nineteen and 72/100ths feet to other land of these former grantors; thence turning an interior angle of 98° 59' 20" and running westerly bounding northerly by said land of these former grantors fifty seven and 14/100ths (57.14) feet to land now or formerly of Stanley P. and Anna Ginalski; thence turning an interior angle of 83° 04' 00" and running southerly bounding westerly by said Ginalski land one hundred eighty four and 15/100ths (184.15) feet; thence turning an exterior angle of 256° 55' 00" and running westerly bounding northerly by said Ginalski land six and 7/100ths (6.07) feet; thence turning an interior angle of 102°48'20" and running southerly bounding westerly by land now or formerly of David H. Atwater, Jr., one hundred (100) feet; thence turning an exterior angle of 257° 11' 40" and running westerly bounding northerly by said Atwater land two hundred (200) feet to Barton Avenue; thence turning and interior angle of 102° 48' 20" and running southerly bounding westerly by said Barton Avenue one hundred (100) feet; thence turning an exterior angle of 77° 11' 40" and running easterly bounding southerly by said Barton Avenue four hundred twenty four (424) feet, more or less, to the said Warren River; thence turning and running in a generally northerly direction, bounding on said Warren River, to the point of beginning. Said lot contains sixty seven thousand six hundred thirty (67,630) square feet, more or less.

Property Address:

26 Tyler Point Road
Barrington, RI 02506
PLAT 27 LOT 120

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.

E. Name and Goodwill: The right, in event of foreclosure hereunder upon the Collateral, to take and use any name by which the operation of the business of the Debtor is then known or any variation of the words thereof, and the goodwill of Debtor with respect thereto.

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 therefor; 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 therefor, 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 therefor.

"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 Collateral, (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 Collateral, (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, and (d) any products or rents of any of the Collateral.