

# UCC-1 Form

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## FILER INFORMATION

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

*Email Contact at Filer:* **DJONES@MHLAWPC.COM**

## SEND ACKNOWLEDGEMENT TO

*Contact name:* **MCGUNAGLE HENTZ, PC**

*Mailing Address:* **2088 BROAD STREET**

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

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## DEBTOR INFORMATION

*Org. Name:* **JOHN A. MARSHALL LLC**

*Mailing Address:* **1700 WEST MAIN ROAD**

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

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## SECURED PARTY INFORMATION

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

*Mailing Address:* **858 WEST MAIN ROAD**

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

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## TRANSACTION TYPE: STANDARD

## CUSTOMER REFERENCE: RI SECRETARY OF STATE

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## COLLATERAL

. PREMISES: 1700 WEST MAIN ROAD, MIDDLETOWN, RHODE ISLAND 02842, 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**  
(Legal Description)

ALL THAT CERTAIN LOT, or parcel of land, with the buildings and improvements thereon, situated in the Town of Middletown, County of Newport, State of Rhode Island, being bounded and described as follows:

BEGINNING at the northwest corner of the premises herein described and the northeast corner of land now or formerly of Trustee of the Clarinda O. Marshall Trust; thence running in an easterly direction along the southerly line of Marshall Land for a distance of eighty (80) feet to a point; thence turning on an angle and running in a general southwesterly and southerly direction in a curve with a radius of thirty (30) feet, a distance of forty-seven and 12/100 (47.12) feet to a point, bounded southeasterly by land now or formerly of Trustee of the Clarinda O. Marshall Trust; thence turning an angle and running in a southerly direction for a distance of one hundred ninety-five and 8/10 (195.8) feet to a point, bounded easterly partly by said land now or formerly of Trustee of the Clarinda O. Marshall Trust and partly by other land now or formerly of Trustee of the Clarinda O. Marshall Trust; thence turning and running in a general easterly direction for a distance of one hundred twenty-five and 01/100 (125.01) feet to a point, bounded northerly by said land now or formerly of Trustee of the Clarinda O. Marshall Trust; thence turning and running in a general southerly direction for a distance of fifty-three (53) feet to a point, bounded easterly by land now or formerly of Marshall Landing Condominium; thence turning and running in a general easterly direction for a distance of sixty-six and 2/10 (66.2) feet to a point, bounded northerly by said land now or formerly of Marshall Landing Condominium; thence turning and running in a general southerly direction for a distance of one hundred two and 2/10 (102.2) feet to a point, bounded easterly by land now or formerly of John Anthony Marshall; thence turning and running in a general easterly direction for a distance of one hundred eighty-four and 2/10 (184.2) feet to a point located in the westerly line of West Main Road, bounded northerly by said land now or formerly of John Anthony Marshall; thence turning and running in a general southerly direction along said westerly line of West Main Road for a distance of eighty-nine (89) feet to a point, bounded easterly on said West Main Road; thence turning and running in a general westerly direction for a distance of five hundred sixty-one and 03/100 (561.03) feet to a point, bounded southerly by land now or formerly of Oxbow Associates; thence turning and running in a general northerly direction for a distance of one hundred seventy-five and 1/10 (175.1) feet to a point, bounded northerly by land now or formerly of Trustee of the Clarinda O. Marshall Trust; thence turning and running in a general northerly direction for a distance of two hundred twenty-six and 5/10 (226.5) feet to the point or place of beginning located in said southerly line of Marshall Lane, bounded westerly by said land now or formerly of Trustee of the Clarinda O. Marshall Trust.

BE ALL SAID MEASUREMENTS, more or less, or however otherwise the same may be bounded and described.

**PROPERTY ADDRESS:**

1700 West Main Road  
Middletown, Rhode Island 02842  
ASSESSOR'S PLAT 105; LOTS 81B & 82

## 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.