

# UCC-1 Form

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## FILER INFORMATION

*Full name:* **EDWARD G. AVILA, ESQUIRE**

*Email Contact at Filer:* **PZOSA@RCFP.COM**

## SEND ACKNOWLEDGEMENT TO

*Contact name:* **ROBERTS, CARROLL, FELDSTEIN & PEIRCE**

*Mailing Address:* **10 WEYBOSSET STREET, SUITE 800**

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

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## DEBTOR INFORMATION

*Org. Name:* **WANNAMOISSETT COUNTRY CLUB**

*Mailing Address:* **96 HOYT AVENUE**

*City, State Zip Country:* **EAST PROVIDENCE, RI 02916 USA**

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## SECURED PARTY INFORMATION

*Org. Name:* **MECHANICS COOPERATIVE BANK**

*Mailing Address:* **308 BAY STREET**

*City, State Zip Country:* **TAUNTON, MA 02780 USA**

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## TRANSACTION TYPE: STANDARD

**CUSTOMER REFERENCE: OUR FILE NO. 5727-7**

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## COLLATERAL

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

**EXHIBIT A**

**Debtor:** Wannamoisett Country Club  
96 Hoyt Avenue,  
East Providence, Rhode Island 02916

**Secured Party:** Mechanics Cooperative Bank  
308 Bay Street, PO BOX 552  
Taunton, Massachusetts 02780

As collateral security for the payment and performance of all of the Obligations, the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in the following assets and properties of the Debtor, any and all substitutions therefor and replacements thereof, and any and all additions and accessions thereto whether now owned or hereafter acquired or in which the Debtor may now have or hereafter acquire an interest (all of which are hereinafter collectively referred to as the "Collateral"):

**PERSONAL PROPERTY AND 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 the 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 Premises or in any of the improvements, together with any renewals, replacements or additions thereto or substitutions therefor, all proceeds and products thereof, and now or hereafter located at, or used in connection with the operation of the Premises or the improvements, including without limitation the following:

**A. EQUIPMENT, ETC.:** All of the Debtor's interest in and to all equipment, fixtures, inventory, goods, materials, supplies, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, other rights, bank deposits, warranties, cash, and general intangibles whether now or hereafter existing for use on or in connection with the Premises.

**B. PROCEEDS FOR DAMAGE TO THE MORTGAGED PROPERTY:** All proceeds (including, without limitation, insurance and condemnation proceeds), including interest thereon, paid for any damage done to the Premises (as hereinafter defined), or any part thereof, or for any portion thereof appropriated for any character of public or quasi-public use in accordance with the provisions, terms and conditions hereinafter set forth.

**C. UTILITY DEPOSITS:** All right, title and interest of the Debtor in and to all monetary deposits that the 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 Premises.

**D. RECORDS:** All of the records and books of account now or hereafter maintained by the Debtor in connection with the operation of the Premises.

**E. NAME AND GOODWILL:** The right, in event of foreclosure of the Premises hereunder, to take and use any name by which the Premises is then known or any variation of the words thereof, and the goodwill of the 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 Section 9-102(a)(33) 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; and including, without limitation, any Equipment.

**"Fixtures"** shall mean "fixtures" within the meaning of Section 9-102(a)(41) 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.

**"Premises"** shall mean the real estate of the Debtor located at 96 Hoyt Avenue, East Providence, Rhode Island 02916, which real estate is more particularly described on Exhibit B attached hereto and incorporated herein by reference.

**"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.

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## **EXHIBIT B**

### **PROPERTY DESCRIPTION**

PARCEL I - That certain parcel of land, with all the buildings and improvements thereon, situated in the City of East Providence, County of Providence and State of Rhode Island, bounded and described as follows:

Beginning at the intersection of the northerly line of Hoyt Avenue and the easterly line of Thatcher Street; thence easterly bounding southerly on Hoyt Avenue, a distance of one thousand one hundred fifty (1150) feet to land now or lately of Louise K. Scott; thence at an interior angle of 90° and running northerly three hundred eighteen (318) feet; thence at an interior angle of 243° 59' 20" and running northeasterly two hundred seventy-eight and 19/100 (278.19) feet; thence at an interior angle of 206° 00' 40" and running easterly two hundred (200) feet; thence at an interior angle of 90° running northerly ninety (90) feet; thence at an interior angle of 270° running easterly seven hundred twenty-three and 10/100 (723.10) feet to the westerly line of Pawtucket Avenue; thence at an interior angle of 104° 39' 40" and running northerly bounding easterly on Pawtucket Avenue, a distance of twenty-six and 86/100 (26.86) feet to a stone bound; thence northerly bounding easterly on said Pawtucket Avenue, a distance of eight hundred eighty-six and 47/100 (886.47) feet to a granite bound; thence at an interior angle of 179° 43' 30" and running northerly bounding easterly on said Pawtucket Avenue a distance of nine hundred fifty-nine and 49/100 (959.49) feet to a granite bound at the intersection of the southerly line of Roger Williams Avenue and the westerly line of Pawtucket Avenue; thence at an interior angle of 79° 56' 30" and running westerly bounding northerly on Roger Williams Avenue a distance of two thousand one hundred seventy-six and 08/100 (2176.08) feet to a granite bound at the intersection of the southerly line of Roger Williams Avenue and the easterly line of Thatcher Street; thence at an interior angle of 124° 31' and running southwesterly bounding northwesterly on Thatcher Street, a distance of four hundred eighty-nine and 40/100 (489.40) feet to a granite bound; thence southerly on a curved line having a radius of three hundred seventy-one and 67/100 (371.67) feet and bounding westerly on Thatcher Street, two hundred fourteen and 53/100 (214.53) feet, measured on said curved line, to granite bound; thence southerly on Thatcher Street, a distance of one thousand sixty-three and 10/100 (1063.10) feet to a granite bound; thence at an interior angle of 203° 24' and running southwesterly bounding northwesterly on Thatcher Street, three hundred twenty-six and 28/100 (326.28) feet to a granite bound; thence at an interior angle of 159° 45' 30" and running southerly bounding westerly on Thatcher Street, two hundred twelve and 52/100 (212.52) feet to a granite bound at the place of beginning.

PARCEL II - That certain parcel of land, with all buildings and improvements thereon, situated on the northerly side of Hoyt Avenue and on the westerly side of Thatcher Street, in said City of East Providence, bounded and described as follows:

Beginning at the intersection of the northerly line of Hoyt Avenue and the westerly line of Thatcher Street; thence northwesterly bounding northeasterly on Thatcher Street, a distance of two hundred thirty-six and 44/100 (236.44) feet, more or less, to an angle in the westerly line of said Thatcher Street; thence continuing northerly bounding easterly on said Thatcher Street, a distance of three hundred twenty-four and 99/100 (324.99) feet, more or less, to another angle in said Street; thence northwesterly bounding northeasterly on Thatcher Street, a distance of two hundred forty-three and 83/100 (243.83) feet, more or less, to land now or lately of the Heirs of Henry O. Bourne, being an un-named Street; thence southwesterly bounding northwesterly on the last named land a distance of one hundred nineteen and 22/100 (119.22) feet, more or less, to land now or lately of William J. Evans, Jr. et al; thence southeasterly bounding southwesterly on said Evans land in part on land now or lately of Ernest T. Pelland et al, one hundred forty-seven and 8/10 (147.8) feet, more or less, to the southeasterly corner of said Pelland land and the northeasterly corner of land now or lately of Charles E. Matham et al; thence southerly bounding westerly on said last named land sixty-eight and 26/100 (68.26) feet, more or less, to the southeasterly corner of said last named land; thence westerly bounding northerly on said last named land, fifteen and 38/100 (15.38) feet, more or less, to land now or lately of Florence Harvey; thence southerly bounding westerly on said Harvey land in part, and in part on land now or lately of George Sheffield et al and in part on land now or lately of George Sheffield et al and in part on land now or lately of Vincent F. O'Brien et al, in all a distance of three hundred twenty-eight and 09/100 (328.09) feet, more or less, to an angle in the easterly line of said O'Brien land; thence southeasterly bounding southwesterly on said O'Brien land and land of Anna Slefkin, one hundred twenty and 38/100 (120.38) feet, more or less, to land now or lately of George W. Berwick, Jr. et al; thence northeasterly bounding southeasterly on said Berwick land fifty (50) feet, more or less; thence southeasterly bounding southwesterly on said Berwick land one hundred twenty-five (125) feet, more or less, to the northerly line of Hoyt Avenue; thence northeasterly bounding southeasterly on Hoyt Avenue, fifty (50) feet, more or less, to the place of beginning.

#### **FOR REFERENCE ONLY:**

96 Hoyt Avenue  
East Providence, RI  
Parcel ID: 402/20/021