

# UCC-1 Form

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## FILER INFORMATION

*Full name:*

*Email Contact at Filer:* ADELANEY@TOUCHSTONECLOSING.COM

## SEND ACKNOWLEDGEMENT TO

*Contact name:* TOUCHSTONE CLOSING & ESCROW, LLC

*Mailing Address:* 27 MAIN STREET

*City, State Zip Country:* ANDOVER, MA 01810 USA

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## DEBTOR INFORMATION

*Org. Name:* JJL, LLC

*Mailing Address:* 177 OLIVER ROAD

*City, State Zip Country:* WABAN, MA 02468 USA

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## SECURED PARTY INFORMATION

*Org. Name:* SALEM FIVE CENTS SAVINGS BANK

*Mailing Address:* 210 ESSEX STREET

*City, State Zip Country:* SALEM, MA 01970 USA

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## TRANSACTION TYPE: STANDARD

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## COLLATERAL

PROPERTY ADDRESS: 19-21 HEDLEY AVENUE, CENTRAL FALLS, RI 02863 THAT CERTAIN LOT OR PARCEL OF LAND WITH ALL THE BUILDINGS AND IMPROVEMENTS THEREON SITUATED IN THE CITY OF CENTRAL FALLS, COUNTY OF PROVIDENCE AND STATE OF RHODE ISLAND BOUNDED AND DESCRIBED AS FOLLOWS: BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OWNED BY CRISALIDA QUINTANILHA AND MARIA SANTOS; THENCE BOUNDED NORTHEASTERLY BY LAND NOW OR FORMERLY OF ALEPPIAN AID SOCIETY AND LADIES AUXILIARY; AND ALSO BY LAND NOW OR FORMERLY OF LAURIE MONTEIRO; THENCE BOUNDED SOUTHERLY BY HEDLEY AVENUE; THENCE BOUNDED NORTHWESTERLY BY PERRY STREET; BEING COMPRISED OF LOTS 44 AND 45 ON PLAT CARD A-3. MEANING AND INTENDING TO DESCRIBE AND ENCUMBER THE SAME PREMISES CONVEYED TO THE WITHIN MORTGAGOR BY DEED DATED JUNE 15, 2018 AND RECORDED WITH THE LAND EVIDENCE RECORDS OF THE CITY OF CENTRAL FALLS ON JUNE 18, 2018 IN BOOK 935, PAGE 243.

# UCC FINANCING STATEMENT

## FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Touchstone Closing &amp; Escrow, LLC (978)475-4896</b>
B. E-MAIL CONTACT AT FILER (optional) <b>adelaney@touchstoneclosing.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div><div>Salem Five Cents Savings Bank</div><div>210 Essex Street</div><div>Salem, MA 01970</div></div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>JJL, LLC</b>	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR	1b. INDIVIDUAL'S SURNAME		
1c. MAILING ADDRESS <b>177 Oliver Road</b>	CITY <b>Waban</b>	STATE <b>MA</b>	POSTAL CODE <b>02468</b>
		COUNTRY <b>USA</b>	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR	2b. INDIVIDUAL'S SURNAME		
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
		COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE or ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>Salem Five Cents Savings Bank</b>	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR	3b. INDIVIDUAL'S SURNAME		
3c. MAILING ADDRESS <b>210 Essex Street</b>	CITY <b>Salem</b>	STATE <b>MA</b>	POSTAL CODE <b>01970</b>
		COUNTRY <b>USA</b>	

4. COLLATERAL: This financing statement covers the following collateral:

SEE EXHIBIT A LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

5. Check only if applicable and check only one box. Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions). ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box

6b. Check only if applicable and check only one box

<input type="checkbox"/> Public-Finance Transaction	<input type="checkbox"/> Manufactured-Home Transaction	<input type="checkbox"/> A Debtor is a Transmitting Utility	<input type="checkbox"/> Agricultural Lien	<input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable)	<input type="checkbox"/> Lessee/Lessor	<input type="checkbox"/> Consignor/Consignor	<input type="checkbox"/> Seller/Buyer	<input type="checkbox"/> Bailee/Bailor
8. OPTIONAL FILER REFERENCE DATA:				<input type="checkbox"/> Licensee/Licensor

## Instructions for UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all Instructions, especially Instruction 1; use of the correct name for the Debtor is crucial.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

Send completed form and any attachments to the filing office, with the required fee.

### ITEM INSTRUCTIONS

A and B. To assist filing offices that might wish to communicate with filer, filer may provide information in item A and item B. These items are optional.  
C. Complete item C if filer desires an acknowledgment sent to them. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form the Acknowledgment Copy or a carbon or other copy of this form for use as an acknowledgment copy.

**1. Debtor's name.** Carefully review applicable statutory guidance about providing the debtor's name. Enter only one Debtor name in item 1 -- either an organization's name (1a) or an individual's name (1b). If any part of the Individual Debtor's name will not fit in line 1b, check the box in item 1, leave all of item 1 blank, check the box in item 9 of the Financing Statement Addendum (Form UCC1Ad) and enter the Individual Debtor name in item 10 of the Financing Statement Addendum (Form UCC1Ad). Enter Debtor's correct name. Do not abbreviate words that are not already abbreviated in the Debtor's name. If a portion of the Debtor's name consists of only an initial or an abbreviation rather than a full word, enter only the abbreviation or the initial. If the collateral is held in a trust and the Debtor name is the name of the trust, enter trust name in the Organization's Name box in item 1a.

**1a. Organization Debtor Name.** "Organization Name" means the name of an entity that is not a natural person. A sole proprietorship is **not** an organization, even if the individual proprietor does business under a trade name. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed public organic records to determine Debtor's correct name. Trade name is insufficient. If a corporate ending (e.g., corporation, limited partnership, limited liability company) is part of the Debtor's name, it must be included. Do not use words that are not part of the Debtor's name.

**1b. Individual Debtor Name.** "Individual Name" means the name of a natural person; this includes the name of an individual doing business as a sole proprietorship, whether or not operating under a trade name. The term includes the name of a decedent where collateral is being administered by a personal representative of the decedent. The term does not include the name of an entity, even if it contains, as part of the entity's name, the name of an individual. Prefixes (e.g., Mr., Mrs., Ms.) and titles (e.g., M.D.) are generally not part of an individual name. Indications of lineage (e.g., Jr., Sr., III) generally are not part of the individual's name, but may be entered in the Suffix box. Enter individual Debtor's surname (family name) in Individual's Surname box, first personal name in First Personal Name box, and all additional names in Additional Name(s)/Initial(s) box.

If a Debtor's name consists of only a single word, enter that word in Individual's Surname box and leave other boxes blank.

For both organization and individual Debtors. Do not use Debtor's trade name, DBA, AKA, FKA, division name, etc. in place of or combined with Debtor's correct name; filer may add such other names as additional Debtors if desired (but this is neither required nor recommended).

**1c.** Enter a mailing address for the Debtor named in item 1a or 1b.

**2. Additional Debtor's name.** If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. For additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow instruction 1 for determining and formatting additional names.

**3. Secured Party's name.** Enter name and mailing address for Secured Party or Assignee who will be the Secured Party of record. For additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP). If there has been a full assignment of the initial Secured Party's right to be Secured Party of record before filing this form, either (1) enter Assignor Secured Party's name and mailing address in item 3 of this form and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Assignee's name and mailing address in item 3 of this form and, if desired, also attach Addendum (Form UCC1Ad) giving Assignor Secured Party's name and mailing address in item 11.

**4. Collateral.** Use item 4 to indicate the collateral covered by this financing statement. If space in item 4 is insufficient, continue the collateral description in item 12 of the Addendum (Form UCC1Ad) or attach additional page(s) and incorporate by reference in item 12 (e.g., See Exhibit A). Do not include social security numbers or other personally identifiable information.

**Note:** If this financing statement covers timber to be cut, covers as-extracted collateral, and/or is filed as a fixture filing, attach Addendum (Form UCC1Ad) and complete the required information in items 13, 14, 15, and 16.

**5.** If collateral is held in a trust or being administered by a decedent's personal representative, check the appropriate box in item 5. If more than one Debtor has an interest in the described collateral and the check box does not apply to the interest of all Debtors, the filer should consider filing a separate Financing Statement (Form UCC1) for each Debtor.

**6a** If this financing statement relates to a Public-Finance Transaction, Manufactured-Home Transaction, or a Debtor is a Transmitting Utility, check the appropriate box in item 6a. If a Debtor is a Transmitting Utility and the initial financing statement is filed in connection with a Public-Finance Transaction or Manufactured-Home Transaction, check only that a Debtor is a Transmitting Utility.

**6b** If this is an Agricultural Lien (as defined in applicable state's enactment of the Uniform Commercial Code) or if this is not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 6b and attach any other items required under other law.

**7. Alternative Designation.** If filer desires (at filer's option) to use the designations lessee and lessor, consignee and consignor, seller and buyer (such as in the case of the sale of a payment intangible, promissory note, account or chattel paper), bailee and bailor, or licensee and licensor instead of Debtor and Secured Party, check the appropriate box in item 7.

**8. Optional Filer Reference Data.** This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information that filer may find useful. Do not include social security numbers or other personally identifiable information.

## **EXHIBIT "A" TO FINANCING STATEMENT**

**Debtor:** JYL, LLC  
**Secured Party:** SALEM FIVE CENTS SAVINGS BANK

All of Debtor's present and future right, title and interest in or to any and all of the following property, whether such property be now existing or hereafter created;

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Equipment including equipment financed with this loan;
- (iv) all Fixtures;
- (v) all Inventory and all accessions, attachments and other additions to, substitutes for, replacements for, improvements to and returns of such Inventory;
- (vi) all Goods;
- (vii) all Instruments;
- (viii) all General Intangibles (including, without limitation, all contract rights, choses in action, causes of action, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, claims under guaranties, security interests or other security held or granted to secure payment of contracts by account debtors, all rights to indemnification and all other intangible property of every kind and nature);
- (ix) all investment property;
- (x) all Instrument, documents, Chattel Paper, Electronic Chattel Paper, Goods, moneys, securities, drafts, and other property of Debtor now in the possession of and at any time and from time to time hereafter delivered to Creditor or its agents, whether for safekeeping, pledge, custody, transmission, collection, or otherwise, and all of Debtor's deposits (general or special), balances, sums, proceeds, and credits with, and any of its claims against, Creditor, at any time existing together with the increases and profits received therefrom and the proceeds thereof, including insurance payable because of loss or damage thereto and all deposit accounts, as such term is defined in the Code;
- (xi) all Deposit Accounts;
- (xii) all letter-of-credit rights;

- (xiii) all Tort Claims;
- (xiv) all Payment Intangibles;
- (xv) all Insurance Claims;
- (xvi) all books, records, files, computer programs, data processing records, computer software, documents and other information, property, or general intangibles, at any time evidencing, describing, or pertaining to, and all containers and packages for, the property described or referred to above (the "Books and Records"); and
- (xvii) all products and proceeds (as defined in the Code) of any of the property described above in any form, and all proceeds of such proceeds, including, without limitation, all cash and credit balances, all payments under any indemnity, warranty or guaranty with respect to any of such property, all awards for taking by eminent domain, all proceeds of fire or other insurance, including any refunds of unearned premiums in connection with any cancellation, adjustment, or termination of any insurance policy, all proceeds obtained as a result of any legal action or proceeding with respect to any of such property, and claims by Guarantor against third parties for loss or damage to, or destruction of, any of such property.

All as the same may be defined under a Security Agreement between Debtor and the Secured Party or as defined in the Uniform Commercial Code as adopted by the Commonwealth of Massachusetts.

Exhibit A Legal Description begins on the following page.

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**Property Address:**      **19-21 Hedley Avenue, Central Falls, RI 02863**

That certain lot or parcel of land with all the buildings and improvements thereon situated in the City of Central Falls, County of Providence and State of Rhode Island bounded and described as follows:

Bounded northerly by land now or formerly owned by Crisalida Quintanilha and Maria Santos;

Thence bounded northeasterly by land now or formerly of Aleppian Aid Society and Ladies Auxiliary; and also by land now or formerly of Laurie Monteiro;

Thence bounded southerly by Hedley Avenue;

Thence bounded northwesterly by Perry Street;

Being comprised of lots 44 and 45 on Plat Card A-3.

Meaning and intending to describe and encumber the same premises conveyed to the within Mortgagor by deed dated June 15, 2018 and recorded with the Land Evidence Records of the City of Central Falls on June 18, 2018 in Book 935, Page 243.