

# UCC-1 Form

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## FILER INFORMATION

*Full name:* **EDWARD G. AVILA, ES Q.**

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

## SEND ACKNOWLEDGEMENT TO

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

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

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

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## DEBTOR INFORMATION

*Org. Name:* **GARDEN VILLAGE APARTMENTS LLC**

*Mailing Address:* **75 LAMBERT LIND HIGHWAY**

*City, State Zip Country:* **WARWICK, RI 02886 USA**

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## SECURED PARTY INFORMATION

*Org. Name:* **CENTREVILLE BANK**

*Mailing Address:* **1218 MAIN STREET**

*City, State Zip Country:* **WEST WARWICK, RI 02893 USA**

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## TRANSACTION TYPE: STANDARD

## CUSTOMER REFERENCE: OUR FILE # 5405-29

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## COLLATERAL

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

## **EXHIBIT A**

**Debtor:** Garden Village Apartments LLC  
c/o Picerne Real Estate Group  
75 Lambert Lind Highway  
Warwick, Rhode Island 02886

**Secured Party:** Centreville Bank  
1218 Main Street  
West Warwick, Rhode Island 02893

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 935 Pontiac Avenue, Cranston, Rhode Island 02920, 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.

5405-29 (3869559)

## EXHIBIT B

### PROPERTY DESCRIPTION

That certain parcel of land together with all the buildings and improvements thereon situated on the northwesterly side of Pontiac Avenue and northeasterly of Capuano Drive in the City of Cranston, County of Providence, State of Rhode Island and Providence Plantations shown as Assessor's Plat 10/2, Lot 4 and shown on that plan entitled "ALTA/ACSM Land Title Survey, Garden Village, A.P. 10/2, Lot 4, Cranston, Rhode Island, Prepared by DiPrete Engineering Associates, Inc., Prepared for the Picerne Real Estate Group, Scale: 1" = 40', Dated: July, 2001" being the same real estate conveyed to Ronald R.S. Picerne, as Trustee under Declaration of Trust dated October 22, 1987, dated January 15, 1988, recorded January 26, 1988 at 12:30 p.m. in the Land Evidence Records of the City of Cranston in Book 617 at Page 468, being more particularly bounded and described as follows:

Beginning as a point 70.00 feet northeasterly of the intersection of the northwesterly right-of-way of Pontiac Avenue and the northeasterly right-of-way of Capuano Drive as measured on the northwesterly right-of-way of Pontiac Avenue. Said point being the southeasterly corner of land now or formerly of Mary and Minis Khatcharian as described in the City of Cranston Land Evidence Book 1054, Page 284, said point also being the southwesterly corner of the here-in described parcel.

Thence northeasterly on the northwesterly right-of-way of Pontiac Avenue a distance of 233.06 feet to a point;

Thence northwesterly, turning an interior angle of  $75^{\circ}11'00''$  and being bounded northeasterly by land now or formerly of Thomas J. and Bernice Voorhaar and running 100.00 feet to a point;

Thence northeasterly, turning an interior angle of  $284^{\circ}49'00''$  and being bounded southeasterly by land now or formerly of Thomas J. and Bernice Voorhaar and running 80.00 feet to a point on the southwesterly right-of-way of the Harris Driftway;

Thence northwesterly, turning an interior angle of  $75^{\circ}11'00''$  and running 0.20 feet to a point of curvature;

Thence northerly on a curve to the right with a radius of 33.10 feet, a central angle of  $78^{\circ}22'00''$  and an arc length of 45.27 feet to a point of tangency;

Thence northeasterly a distance of 57.64 feet to a point. The last three courses being bounded northeasterly and southeasterly by the Harris Driftway.

Thence northwesterly, turning an interior angle of  $68^{\circ}22'06''$  and being bounded northeasterly by land now or formerly of Vincent J. D'Ambra and running 88.53 feet to a point;

Thence northeasterly, turning an interior angle of  $269^{\circ}47'42''$  and being bounded easterly by lands now or formerly of Vincent J. D'Ambra and the Driftwood West Condominium Plat and running 172.00 feet to a point;

Thence northwesterly, turning an interior angle of  $89^{\circ}36'33''$  and being bounded northeasterly by lands now or formerly of Lillian A. Hooper, Ruby Nighosian and Patricia A. Boghosian and Patricia A. Illuzzi and

running 571.92 feet to an iron pipe;

Thence southeasterly, turning an interior angle of  $46^{\circ}44'00''$  and being bounded southwesterly by lands now or formerly of Carol A. Capuano, Robert J. and Kim M. Ricci, James P. and Barbara A. Wasel, Maged A. Taman, Erwin C. and Alice H. Small and running 383.98 feet to a point;

Thence southeasterly, turning an interior angle of  $198^{\circ}26'06''$  and being bounded southwesterly by land now or formerly of Edwin P. and Pamela A. Furgasso and running 31.62 feet to a point;

Thence southeasterly, turning an interior angle of  $161^{\circ}33'54''$  and being bounded southwesterly by land now or formerly of Edwin P. and Pamela A. Furgasso and running 60.00 feet to a point;

Thence southeasterly, turning an interior angle of  $161^{\circ}33'54''$  and being bounded southwesterly by land now or formerly of Edwin P. and Pamela A. Furgasso and running 31.62 feet to a point;

Thence southeasterly, turning an interior angle of  $198^{\circ}26'06''$  and being bounded southwesterly by land now or formerly of Edwin P. and Pamela A. Furgasso, Kevin M. and Jeanette M. Dwyer and Mary and Minis Khatchatarian and running 222.26 feet to the point of beginning. The last course forming an interior angle of  $91^{\circ}56'39''$  with the first course.

Meaning and intending to describe the same premises in Deed dated June 29, 2011 and recorded in the Land Evidence Records of the City of Cranston on June 30, 2011 at 10:10 AM in Book 4387 at Page 26.

**FOR REFERENCE ONLY:**

935 Pontiac Avenue  
Cranston, Rhode Island  
Map 10-2 Lot 4