

# UCC-1 Form

---

## FILER INFORMATION

Full name: **RICHARD F. HENTZ, Es Q.**

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**

---

## DEBTOR INFORMATION

Org. Name: **OFFCOURSE PROPERTIES LLC**

Mailing Address: **36 TIMBER TRAIL**

City, State Zip Country: **COVENTRY, RI 02816 USA**

---

## SECURED PARTY INFORMATION

Org. Name: **GREENWOOD CREDIT UNION**

Mailing Address: **2669 POST ROAD**

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

---

## TRANSACTION TYPE: STANDARD

---

## CUSTOMER REFERENCE: RI SECRETARY OF STATE

---

## COLLATERAL

I. PREMISES: 121 CENTRAL STREET AND 12 OVERTON STREET, WARWICK, RHODE ISLAND 02889, 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	
	<b>Offcourse Properties LLC</b>	
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):

**V. PERSONAL PROPERTY & 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 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 Mortgaged Property or the Improvements, together with any renewals, replacements, or additions thereto or substitutions therefore, and all proceeds and products thereof now or hereafter located at, or used in connections with the operation of the Mortgaged Property or the Improvements, including without limitation the following set forth in Exhibit B attached hereto.**

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:  
**See Exhibit A attached hereto and incorporated herein by reference.**

17. MISCELLANEOUS:

**EXHIBIT A**  
Legal Description

**Parcel 1:**

That tract of land, more or less, with all buildings and improvements thereon, situated in or near the village of Pontiac in the City of Warwick, County of Kent, in the State of Rhode Island on the northwesterly side of Reed Street and the southwesterly side of Central Street, and bounded and described as follows:

Beginning at a stone bound in the northwesterly line of Reed Street located at 15.46 feet southwesterly (as measured along the northwesterly line of Reed Street as extended) of the southwesterly line of Central Street as extended;

thence southwesterly along the northwesterly line of Reed Street 49.43 feet, more or less, to a stone bound at an angle in said Reed Street;

thence turning an interior angle of 138° 9' 30" and running northwesterly along the northwesterly line of Reed Street 23.8 feet, more or less, to an iron pin;

thence turning an interior angle of 221° 57' 30" and running southwesterly along the northwesterly line of Reed Street 55.8 feet, more or less, to an iron pin;

thence turning an interior angle of 90° and running northwesterly bounded southwesterly on land of Able G. Parente et ux 64.96 feet, more or less, to the southerly line of the Pawtuxet Valley Branch of the New York, New Haven & Hartford Railroad Company;

thence turning an interior angle of 85° 21', and running northeasterly along the southerly line of said railroad 136.88 feet, more or less, to the southwesterly line of Central Street;

thence turning an interior angle of 96° 16' 30" and running southeasterly along the southwesterly line of Central Street 54.5 feet, more or less, to a stone bound in the southwesterly line of Central Street;

thence running southwesterly on a curve with a radius of 15 feet and bearing southwesterly approximately 16 feet to the stone bound first above mentioned in the northwesterly line of Reed Street and the point of beginning.

**Property Address:** 121 Central Street, Warwick, Rhode Island 02886 - AP 274 Lot 164

**Parcel 2:**

That certain lot or parcel of land, with the buildings and Improvements thereon, situated on the easterly side of Overton Street, in the City of Warwick, County of Kent and the State of Rhode Island, and laid out and designated as Lot No. 510 (five hundred ten) on the plat entitled, "Map of Oakland Beach Warwick, R.I. by J.A. Latham, Feb. 1903 Belonging to the Massasoit Real Estate Co. Section A.B.C.D.E.F.G. Reserved", which plat is recorded in the Office of the City Clerk of said City of Warwick in Plat Book 4 at Page 49 and on Plat Card 168.

**Property Address:** 12 Overton Street, Warwick, Rhode Island 02889 - AP 376 Lot 386

## 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.